

Venue Booking Agreement

Mitchells & Butlers Leisure Retail Limited
27 Fleet Street, Birmingham B3 1JP
Registration No: 00024542 England

Business Customers - Booking Form

Customer Name and Address Including company registration number if company:		Premises Name and Address:	
Customer Contact Details (telephone number and email address):		Venue Contact Details (telephone number and email address):	
Venue Contact Name:			
Service: (insert service to be provided, and include details of any entertainment to be provided by the Venue)			
Date of event:		Time of event (include start and finish times):	
Number of Guests (include any minimum or maximum number):		Customer Entertainers (insert details of any Entertainers to be supplied by the Customer):	(see clause 7 of the Terms and Conditions for Entertainer conditions)

Charges (incl VAT, if applicable):		Deposit (to be paid on date of Booking):	
Balance due (unless otherwise agreed in writing the balance will be invoiced on or after the event date, and will be payable within fourteen days of invoice date):		Special Conditions:	[Specify here any further restrictions or special requirements.]

THIS BOOKING FORM IS SUBJECT TO THE VENUE’S BOOKING TERMS AND CONDITIONS ATTACHED HERETO. BY SIGNING BELOW, THE CUSTOMER CONFIRMS ITS AGREEMENT TO THE BOOKING FORM AND TO THE ATTACHED TERMS AND CONDITIONS. THE CUSTOMER ALSO CONFIRMS THAT THE BOOKING IS BEING MADE WHOLLY FOR THE PURPOSES OF ITS BUSINESS.

Signed for and on behalf of the **Venue**

Name:

Title:

Date:

Signed on behalf of the **Customer**

Customer:

Name:

Title:

Date:

Terms And Conditions

1. INTERPRETATION

1.1 Definitions:

Booking Form: means the booking form attached to these Conditions which sets out details of the Services to be provided by the Venue to the Customer.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5.

Conditions: these terms and conditions as amended from time to time in accordance with clause 10.5.

Contract: the contract between the Venue and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person or firm who purchases Services from the Venue for the purposes of its business, as set out in the Booking Form.

Customer Default: has the meaning set out in clause 4.2.

Entertainer: means the entertainer(s) appointed by the Customer to perform at the Event.

Event: means the Customer's event which is to take place at the Premises.

Licensing Restrictions: means those licensing requirements which are in place at the Premises from time to time, including, without limitation, the licensing objectives.

Premises: means the Venue's premises as set out in the Booking Form at which the Event will be held.

Services: the services supplied by the Venue to the Customer as set out in the Booking Form.

Venue: Mitchells & Butlers Leisure Retail Limited, registered in England and Wales with company number 01001181.

Venue Materials: has the meaning set out in clause 4.1(d).

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(c) A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

2.1 The Contract between the Venue and the Customer shall only be formed once both parties have signed the Booking Form.

2.2 Any samples, drawings, descriptive matter or advertising issued by the Venue, and any descriptions or illustrations contained in the Venue's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF SERVICES

3.1 The Venue shall supply the Services to the Customer in accordance with the Booking Form in all material respects.

3.2 The Venue shall use all reasonable endeavours to meet any performance dates specified in the Booking Form, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Venue shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

3.4 The Venue will provide the Services using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

(a) ensure that the Booking Form is complete and accurate;

(b) co-operate with the Venue in all matters relating to the Services;

(c) provide the Venue with such information and materials as the Venue may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

(d) keep and maintain all materials, equipment, documents and other property of the Venue (**Venue Materials**) in good condition until returned to the Venue, and not dispose of or use the Venue Materials other than in accordance with the Venue's written instructions or authorisation;

(e) not do anything, or permit anything to be done by its guests or its Entertainer, which would cause the Venue to breach the Licensing Restrictions;

(f) supervise any children attending the Event at all times;

(g) not bring onto the Premises for consumption, or permit its guests or its Entertainer to bring onto the Premises for consumption, any food or drink not purchased at the Premises on the day of the Event; and

(h) notify the Venue of the final number of guests attending the Event no less than 24 hours prior to the Event start time (subject to any minimum or maximum numbers set out in the Booking Form). In no case shall the maximum number of guests exceed the lower of (i) the maximum number set out in the Booking Form (if any) or (ii) the maximum number of people permitted to be in the Premises in accordance with the Premises' applicable Licensing Restrictions.

4.2 If the Venue's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

(a) the Venue shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Venue's performance of any of its obligations;

(b) the Venue shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Venue's failure or delay to perform any of its obligations as set out in this clause 4.2; and

(c) the Customer shall reimburse the Venue on written demand for any costs or losses sustained or incurred by the Venue arising directly or indirectly from the Customer Default.

4.3 The Venue may at its absolute discretion prohibit any guest of the Customer from entering the Premises, or demand that any guest of the Customer leaves the Premises. At the Venue's request the Customer will use its best endeavours to assist the Customer with such barring or removal.

5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be as set out in the Booking Form. The Charges shall (save as otherwise agreed in writing) ordinarily be made up of:

(a) The deposit, payable on signature by the Customer of the Booking Form; and

(b) The balance, payable on delivery to the Customer of a final invoice.

5.2 The Venue shall invoice the Customer for the balance on or after the date of the Event.

5.3 The Customer shall pay each invoice submitted by the Venue for the balance:

(a) within 14 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Venue, and

time for payment shall be of the essence of the Contract.

5.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Venue to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Venue, pay to the Venue such additional amounts in respect

of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.5 If the Customer fails to make any payment due to the Venue under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

5.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Venue may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Venue to the Customer.

6. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

6.1 Nothing in the Contract shall limit or exclude the Venue's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

6.2 Subject to clause 6.1, the Venue shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of damage to goodwill; and

(g) any indirect or consequential loss.

6.3 Subject to clauses 6.1 and 6.2, the Venue's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total amount of Charges set out in the Booking Form.

6.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

6.5 This clause 6 shall survive termination of the Contract.

7. THE CUSTOMER'S ENTERTAINER

7.1 The Customer may, with the Venue's written permission, provide its own Entertainer for the Event. Should the Customer wish to provide an Entertainer, the following additional conditions will apply:

(a) The Customer must provide the Venue Contact with details of the Entertainer at least fourteen days prior to the Event date to enable the Venue to undertake an appropriate risk assessment;

(b) The Entertainer must have in place insurance which the Venue considers appropriate;

(c) The Venue must be satisfied that the Entertainer will work on a self-employed basis;

(d) The Customer will not, and will procure that no one else will, undertake any public promotion of the Event without the Venue's prior written consent;

(e) The relevant performance must be undertaken in accordance with all applicable laws and regulations, and including in particular any Licensing Restrictions that the Venue and Premises are bound by; and

(f) Certain types of entertainment or effects will not be permitted, including strobe lighting, hypnotism, striptease or other nudity, indoor pyrotechnics, or any other entertainment which in the Venue's absolute opinion may cause undue risk of injury to persons, damage to property, or harm to the Venue's reputation. If in doubt, please discuss the

proposed entertainment with the Venue Contact.

7.2 Any decorations to be used by the Customer or the Entertainer must have a certificate proving that they have been treated for surface spread of flame. The Customer must show the Venue the certificate before bringing the decorations into the Premises. The Venue may at its absolute discretion prohibit the use of the decorations at the Premises.

7.3 Any equipment brought into the Premises by the Customer, its guests, or its Entertainer must either be (at the Venue's option) successfully and currently Portable Appliance Tested, or must be used with a circuit breaker.

8. TERMINATION AND CANCELLATION

8.1 The Customer may terminate the Contract at any time up to 24 hours prior to the Event start time.

8.2 The Venue may terminate the Contract at its convenience at any time by written notice to the Customer provided that such notice must be given no later than fourteen calendar days prior to the start time of the Event.

8.3 Without limiting their other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract. The Venue may terminate the Contract by immediate notice if:

(i) the Customer, its guests, or the Entertainer, behave in any way which the Customer believes (at its absolute discretion) may put the Venue or the Premises in breach of its Licensing Restrictions;

(ii) the Customer, its guests, or the Entertainer are causing any nuisance or annoyance to other customers or to the Premises' neighbours; or

(iii) required to do so by the police or other authority with power to order the cessation of the Services or the Event, or closure (whether temporary or permanent) of the Premises.

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.4 Without limiting its other rights or remedies, the Venue may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Venue all of the Venue's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Venue shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Venue Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Venue may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

(c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication survive termination shall continue in full force and effect.

10. GENERAL

10.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 Assignment and other dealings.

(a) The Venue may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Customer shall not, without the prior written consent of the Venue, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

10.3 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or Venues of the other party, except as permitted by clause 10.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

10.4 Entire agreement.

(a) This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

10.5 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.6 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

10.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

10.8 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

(b) A notice or other communication shall be deemed to have been

received: if delivered personally, when left at the address referred to in clause 10.8(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

10.9 Third parties. No one other than a party to the Contract shall have any right to enforce any of its terms save that affiliates of the Venue may be beneficiaries of this Contract and may enforce the terms of this Contract against the Customer.

10.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

10.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.