

TERMS & CONDITIONS

British Film Institute

TERMS & CONDITIONS

Contract

This Contract is made between Benugo Events c/o Benugo Limited ("Benugo", "us" or "we") and you, the person, or company named as the Client in the Letter of Agreement. We have agreed to provide the catering and hospitality services (the "**Event Services**") for the Event as these are described in the Letter of Agreement on the terms and conditions below.

All defined terms shall have the meaning set out in the Letter of Agreement unless specified in these Terms and Conditions.

Price and Payment

1. Quotation

- a. The anticipated price for the event services is set out in the event agreement ("the **Expected Price**")
- b. All quotations are valid for three (3) months from the date of the quotation, subject to clause 1(d) below
- c. As part of the Event Services we need to engage other service providers, any additional costs and expenses (plus any handling fees for engaging the third party service provider) will be set out in the quotation and included in the Expected Price.
- d. Unless otherwise agreed by us in writing, all prices listed in the Quotation are for budgetary purposes only. We reserve the right to vary the Expected Price where there are changes to our costs (including but not limited to increases to our food, beverage, and labour costs outside of our control), or to the services requested. We will inform you of any changes to the Expected Price and will use our reasonable endeavours to try to mitigate these changes where possible.

2. Deposit & second instalment

- a. To secure your booking for the Event Services, you must pay us the Deposit by the Deposit Due Date to the payment details included in the enclosed invoice.
- b. Where the Letter of Agreement specifies a Second Instalment, you must also pay the Second Instalment by the Second Instalment Due Date to the payment details provided in the relevant invoice.
- c. If you fail to make any payment to us in cleared funds within the time period specified we will not be obliged to provide any of the Event Services. Furthermore, we reserve the right to apply any amounts already received to compensate us in full for any irrecoverable costs we might have incurred up to such time.

3. Final Balance

- a. Where applicable, we will send you an invoice for the final balance after the Event (the "**Final Balance**"). This will cover any additional amounts due in excess of the Expected Price, including:
 - i. the cost of any food or beverages consumed at the Event in excess of the amounts included within the package or Quotation;
 - ii. any losses or breakages charged at the replacement cost.
 - iii. any costs resulting from the Event overrunning, including additional labour and transportation costs for those staff requiring taxis after 11.30pm (where not already included in the Quotation); and
 - iv. any other additional costs reasonably and properly incurred by Benugo.

b. Unless the Final Balance has been paid by card payment at end of the Event, you must pay the Final Balance within 7 days of the date of the invoice using the payment method described on the invoice.

c. We may charge interest on any amount outstanding under this Agreement, such interest shall be calculated on a daily basis at the prevailing rate pursuant to the terms of The Late Payment of Commercial Debts (Interest) Act 1998.

Conditions of hire

1. Event Services

- a. Subject to you fulfilling your responsibilities under these terms and conditions, we will provide the Event Services on the date, at the time, for the duration and at the venue (the "**Venue**") referred to in the Letter of Agreement.
- b. In providing the Event Services, we promise that:
 - i. we will perform the services using all reasonable skill and care and to the standard reasonably expected of a contractor similar to us in the premium catering and hospitality industry; and
 - ii. all staff engaged by us under the terms of this contract will be adequately trained and will provide the catering and hospitality services in a professional manner.

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5. Purpose of event

You confirm that you have fully and fairly disclosed the purpose for, and the nature of, the Event including but not limited to the number of proposed guests; the full name and address of the principal client (if any) for whom you are acting; the nature of your and the principal client's (if any) business; and any entertainment, equipment or special effects which may constitute a special risk to the Venue.

6. Food & beverages

- a. Unless otherwise agreed, we shall be the exclusive provider of all food and beverages and the catering and hospitality services at the Event. Where we provide written consent for other beverages to be supplied, a corkage charge shall be applicable as notified to the Client in writing.
- b. You will be responsible for pre-ordering any specific wines or other beverages for the table and/or on arrival (if required). We cannot guarantee that every wine and vintage will be available at all times but will always endeavour to match unavailable wines with a comparable product and price.
- c. Where we agree to provide an open bar or package at your Event, this will be subject to an agreed limit and any additional expenditure requested at the Event must be approved by the person named in the Letter of Agreement, who shall also, where applicable, sign off on the total consumption at the end of the Event.

7. Guests

- a. The maximum number of guests must not exceed the licensed capacities as advised by us.
- b. You are required to submit final details of the Event including final catering numbers, dietary requirements, table plans, guest list (if requested) and menu options (if requested) in writing no less than 14 days prior to the Event.
- c. If, in comparison to numbers set out in the Letter of Agreement, the final numbers provided in accordance with clause 7(b) have:
 - i. increased, we will use our reasonable efforts to accommodate your request (although we cannot guarantee that we will be able to do so) and we will update the Final Balance accordingly. If there is a material increase in numbers we reserve the right to require you to pay us an additional amount in cleared funds before the Event to cover the additional costs we may incur as a result of the increase in numbers;
 - ii. decreased, we will charge you for the number of guests agreed in the Letter of Agreement, as we have budgeted for these minimum numbers.
- d. You must ensure that the guests attending the Event: comply with all reasonable requests made by Benugo staff; comply with all applicable laws, rules and regulations relating to fire, security, health and safety and otherwise; and do not commit any nuisance, disturbance or infringement which might jeopardise Benugo in any way.

e. We operate the Venue in accordance with all licensing requirements. Intoxicated persons and persons under 18 years will not be served alcohol and may be asked to leave the premises. We reserve the right to refuse entry at all times.

f. Anyone found to be in possession of illegal items or substances will be immediately ejected from the Venue.

g. You are responsible for the behaviour of your guests. Anti-social, violent or threatening behaviour will not be tolerated. In such cases we reserve the right to remove such persons from, or refuse admittance to such persons to, the Venue.

8. Venue, equipment & third party suppliers

- a. You agree to comply with any rules or conditions of use relating to the Venue that are enclosed with this Contract or otherwise notified to you.
- b. All invitations you send for the event must comply with any requirements notified to you and, if requested, may be subject to our approval.
- c. Unless we agree otherwise, or where we already operate the hospitality and catering services at the Venue, you will be responsible for:

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- i. providing us (including our employees and contractors) with access to the Venue for the duration of the Event, together with any reasonable access required by us (our employees and contractors) before and / or after the Event;
- ii. obtaining all necessary licences, permissions and consents which may be required for the Event to take place;
- iii. ensuring that we have access to and use of all necessary equipment and utilities at the Venue for the duration of the Event and as may be required by us before and /or after the Event; and
- iv. ensuring that all necessary equipment and utilities at the Venue are in good working order and sufficiently maintained and safe for us to be able to provide the Event Services.

We cannot accept any responsibility for failure to provide any of the Event Services where such failure is due to your failure to provide any of the things listed above.

d. You are not permitted to fix anything to the walls or any other surfaces of the Venue without our prior approval. Any signs or displays (including outside the Venue) must be free standing and are subject to prior approval by us. All items must be lifted or carried, not dragged, within the Venue and must not cause damage to any surfaces. Any costs to us or loss suffered by us arising from damage howsoever incurred will be invoiced to you.

e. The use of any production/theming items, decorative items, furniture, entertainment systems, equipment or third-party suppliers must be approved by us in advance of the Event and there may be a cost associated with this (if notified by us to you). We may require proof of PAT testing and/or a Risk Assessment & Method Statement for any third-party equipment used and/or evidence of public liability insurance for any third party supplier.

f. You shall be responsible for the security and insurance of any equipment, and for the actions of any third party suppliers, which you bring on to the Venue plus all necessary consents and licenses including licenses to use any content, music, videos or otherwise in presentations or during your Event.

g. All materials brought in specifically for the Event (e.g. corporate signs, publications, displays, goody bags, etc.) must not be delivered to the Venue prior to the agreed access time (as notified to you) unless agreed in writing by us and must be delivered in accordance with the delivery instructions communicated by us. All such materials must also be removed from the Venue immediately following the Event. Onsite storage for materials is not available. We cannot under any circumstances guarantee the safe-keeping of any materials delivered early or left on site.

h. We reserve the right for our or the Venue's employees or contractors to enter any part of the Venue at any time during the Event.

9. Times of hire

Events are required to finish at the times notified to the Client. Extensions to these times, should they be possible, will incur additional charges and must be agreed in writing with us in advance.

10. Filming, photography & media

- a. Permission must be sought from us before any filming or photography takes place in any areas of the Venue.
- b. Any press or media attendance or involvement in the Event must be clearly communicated to us at the time of booking the Event and is subject to landlord's approval (where applicable) and may be subject to additional charges (such charges will be communicated on approval).

11.Changes to event

We have the right to make any changes to the Event which may be necessary or desirable to comply with any applicable law or health and safety requirement or as specified by the Venue. We will notify you of any such changes required in so far as is reasonably possible.

Cancellation, postponement or force majeure

12. Cancellation by Benugo

- a. Benugo may cancel the Event without any liability to you if:
 - i. you become insolvent or adjudicated bankrupt;
 - ii. you are in arrears with any payment due to Benugo;

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- i. you are in breach of any of these terms and conditions and fail to rectify such breach within one week of receiving notice of such a breach from Benugo; or
- ii. you have misrepresented the nature of the Event or any of its details.

13. Force majeure

If we are delayed or prevented in any way from carrying out the Event Services due to circumstances outside our control and other than events described in clause 12.(12.a), including but not limited to fire, flood, adverse weather conditions, strike, acts of terrorism, civil disruption, epidemic, pandemic, law or government order, rule, regulation or discretion you agree that we will not be liable for any failure or delay in performance of our obligations under this contract. In these circumstances:

- i. we shall notify you as soon as possible upon becoming aware of those circumstances;
- ii. upon giving such notice to you, the parties shall have good faith discussions regarding alternative arrangements that would enable us to carry out the Event Services (including, but not limited to, the Event being hosted at a different venue); and.

in the absence of the parties being able to agree any such alternative arrangements, we shall repay to you all payments made to us for the Event Services less any irrecoverable costs or other sums that we have incurred in relation to the Event, save that we shall use reasonable endeavours to mitigate such costs.

14. Cancellation or postponement by the client

- a. Subject to clause 14c, if for any reason you cancel an Event after you have returned a signed copy of the Letter of Agreement to us, you will receive a percentage refund of any amounts paid to us, depending on when we receive your notice of cancellation, as follows:
 - i. for any notice of cancellation received more than fifty-six (56) days before the Event: 90% shall be refunded;
 - ii. for any notice of cancellation received between fifty-six (56) and twenty-nine (29) days (inclusive) before the Event: 50% shall be refunded;
 - iii. for any notice of cancellation received between twenty-eight (28) days and fifteen (15) days (inclusive) before the Event: 25% shall be refunded;
 - iv. for any notice of cancellation received fourteen (14) or less days before the Event: 0% shall be refunded.

- b. Subject to clause 14c if for any reason you request to postpone the Event after you have returned a signed copy of the Letter of Agreement to us, we shall use reasonable endeavours to provide you with alternative dates. If the parties do not agree to re-book the Event within six months of the original Event date or such shorter period as notified to you, we shall treat the Event as having been cancelled by

You pursuant to clause 14a, with the effect from the date that you first notified us of your intention to postpone the Event, and shall refund any amounts due in accordance with the terms of 14a and subject to clause 14c.

- c. If you cancel or postpone an Event at any time and we have already incurred any irrecoverable costs, or we have accepted responsibility for paying any third parties, we reserve the right to charge you for these and will provide details of any such charges.

Other

15. Liability

- a. You will be responsible for all loss of, or damage to, property of any kind at the Venue or brought by you or a third party supplier to the Venue and/or for death or injury to any persons arising in connection with the Event which is caused by or in consequence of any act or omission on your part, the Principal Client (if any), its/your agents, employees, contractors, guests, third party suppliers or invitees ("**Liability Events**"). You will reimburse Benugo for all loss (including loss of revenue where we are unable to hold other events at the Venue while we replace or repair damaged property), damages, costs and charges suffered arising howsoever as a result of such Liability Events.
- b. Subject to clauses 15c and 15d our total liability to you under or in connection with this Contract howsoever caused (including by virtue of negligence) shall be limited in aggregate to an amount equal to the Expected Price.
- c. We shall in no circumstances be liable to you for:
 - i. any loss of profit or any form of economic loss, or any indirect or consequential loss arising under or in connection with the Agreement;
 - ii. any failure to provide any of the services relating to the Event where such failure is due to your failure to comply with any of your obligations set out in this Agreement; or

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iii. any loss or damage arising as a result of an act or omission of you, or your employees, guests, agents or contractors.

d. Nothing in this Contract is intended to exclude or limit our liability for death or personal injury caused by negligence, or any other matter which may not be excluded or limited by law.

e. It is your responsibility to take out insurance to cover the Event and any cancellation of it, and we strongly recommend that you do so.

16. General

a. Where the Client is acting as an agent for the principal client, we require a written confirmation from the principal client that the agent is empowered to contract with us on the principal client's behalf and the principal client will accept all additional charges involved.

b. You shall not acquire any of our intellectual property rights by engaging us to provide the Event and shall not use Benugo's logo on promotional or other literature or tickets except in such a form as may be previously agreed in writing.

c. We are contracting with you as an independent contractor. Nothing in this contract shall create a partnership or the relationship of principal and agent or employer and employee between us and you.

d. Each party shall keep strictly private and confidential all information and documentation disclosed to it by the other parties which relates to any trade secrets (any information relating to the activities of the other parties or any of its methods of carrying on business). The receiving parties will not use, copy or disclose such information or documentation to any third party.

e. Neither party shall engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or any other anti-bribery or corruption legislation.

f. This Contract constitutes the entire agreement between the parties (but shall be read in conjunction with the terms and conditions of the Venue itself where applicable). You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Contract. No terms or conditions endorsed on, delivered with, or contained in any documentation provided by you will form part of the Contract.

g. If any provision of this Contract is found by any court or administrative body or competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions which shall remain in full force and effect.

h. No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either party pursuant to this Contract shall constitute a waiver by that party of that or any other right, power or remedy. Any waiver of a

i. breach of this Contract shall not constitute a waiver of subsequent breaches of the same or any other provision.

j. No variation to the Letter of Agreement or to these Terms and Conditions will be binding unless agreed in writing by the parties.

k. You will not transfer this Contract or any of your rights, liabilities or obligations, nor will you sub-contract any of your obligations under it (in whole or in part) without first obtaining our prior, written consent.

l. Any notice to be served under this Contract shall be in writing and served (i) upon you at the address (or email address) stated in the Letter of Agreement, or (ii) on us at our registered address (by hand or first class letter) and shall be deemed served 48 hours after posting if sent by post, on delivery if delivered by hand, and on sending if sent by email (providing no automatic delivery error messages are received in response).

m. This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

n. This Contract and all non-contractual obligations arising out of or connected to it will be governed by and construed in accordance with English law and the parties agree to the exclusive jurisdiction of the English courts.

