

BIKE SHED MOTORCYCLE CLUB LTD.

TERMS & CONDITIONS OF VENUE HIRE

1. INTERPRETATION

- 1.1. These Conditions of Hire shall be read and construed in accordance with the Venue Hire Agreement to which these conditions are annexed.
- 1.2. In these conditions:
- 1.2.1. BSMC" means The Bike Shed Motorcycle Club Limited (company registration number: 08808183) of The Bike Shed, 384 Old Street, EC1V 9LT
 - 1.2.2. 'the Hirer' means the legal or natural person primarily responsible for organizing the event detailed in the Venue Hire Agreement
 - 1.2.3. 'Venue Hire Agreement/Contract' means the form containing details, dates and times of the proposed event at the Property for which BSMC's permission is sought
 - 1.2.4. 'the property' means The Bike Shed, 384 Old Street, EC1V 9LT
 - 1.2.5. 'the facilities' means those parts of The Bike Shed in the Venue Hire Agreement.
 - 1.2.6. 'the relevant event' means the exhibition, conference or other event(s) the subject of the application.
 - 1.2.7. 'Guest' means all persons attending the Event at the Property, whether or not with the express permission of the Hirer, including any employees, sub-contractors and/or agents of the Hirer
 - 1.2.8. 'set-up' means the time required to prepare the room booked for the live event including equipment delivery/supplies.
 - 1.2.9. 'break-down/derig' means the time required to clear the event material from the spaces booked for the event and clean the areas used for the event.
 - 1.2.10. 'Hire Charges' means the fees as detailed in the Venue Hire Agreement to be paid with any applicable VAT by the Hirer to BSMC as consideration for permission to hold the Event at the Property and for any ancillary services to be provided by BSMC
 - 1.2.11. 'Conditions Report/sign off' means the documentation of the conditions of the facilities immediately prior to the relevant event for the purposes of clarification in a claim for costs or damage by BSMC to the Hirer.
 - 1.2.12. 'Damage Report' means documented details of discovered damage or costs incurred by the Hirer caused in the use of the facilities throughout the entire period of hire of the relevant event.
 - 1.2.13. "Commercial Rights" means any and all rights of a commercial nature connected with the Event including, without limitation, broadcasting rights, so-called new media rights, interactive games rights, sponsorship rights, merchandising and licensing rights, ticketing rights, promotional rights and catering and hospitality rights.
 - 1.2.14. "Event of Force Majeure" means any circumstance not foreseeable at the date of this Agreement and not within the reasonable control of the party in question, including but not limited to any strike, power Cut, lock-out or other industrial action (not due to the acts of any party to this Agreement); any destruction (temporary or permanent), breakdown, malfunction or damage of or to any premises, plant, equipment (including computer systems) or materials; any civil commotion or disorder, riot, invasion, war or terrorist activity or threat of war or terrorist activity; any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance); any fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

2. HIRE OF FACILITIES

- 2.1. BSMC permits the Hirer to have use of the Facilities for the period, and during the hours, specified in the Venue Hire Agreement for the purpose of the relevant event.

2.2. Hirers must allow for, in their application, the time required for build-up and break-down as part of the overall hours of hire.

2.3. Notwithstanding the permission granted in Clause 2.1, BSMC reserves the right, exercisable at its entire discretion, to refuse admission to the facilities to any particular person or persons and to turn down any event application in the interests of security and/or good management of BSMC.

2.4. A booking will only be accepted as confirmed upon receipt of a signed Venue Hire Agreement/contract together with the deposit payment detailed within.

2.5. BSMC private road is a shared use space (Motorbike Parking & Customers seating), this means that any vehicles that require to enter the arches as part of an event, must be in place before the restaurant is opened and removed, once the restaurant is closed. Any unloading, should be carried out from the Loading Bay outside the venue on Old street. Standard loading times are 10am – 4pm (20 minutes), then free after 7pm. Should an event require longer access, an application can be made to the local council for vehicle dispensation or the bay can be suspended at a cost. BSMC should be involved and made aware at the soonest opportunity, should this be required.

3. HIRE CHARGES

3.1. The Hirer shall pay to the BSMC the appropriate hire charge(s) set out in the Venue Hire Agreement/contract, together with Value Added Tax at the appropriate rate, within 7 days of the date of invoice.

3.2. The Hirer undertakes to pay to BSMC by BACS transfer:

3.2.1. A reservation deposit of the Hire Charges as outlined above, which shall be non-refundable if the Event does not proceed at the Property on the agreed date(s).

3.2.2. The balance on or before the date 30 days prior to the first date of the Event tenancy

3.2.3. Any supplementary charges within 7 days of the date of the invoice by BACS transfer

3.2.4. Save where any variation is detailed in the Venue Hire Agreement

4. CANCELLATION

4.1. Should the Hirer cancel the booking the following charges will apply:

4.1.1 Over 91 days before the event: loss of deposit (50% of dry hire fee)

4.1.2 Between 61-90 days before the event: 75% of dry hire charges

4.2.3 Less than 60 days: 100% of dry hire charges

4.2. The full dry hire fee will be refunded by BSMC if:

4.2.1. Events are no longer legally permitted to take place due to Covid-19.

4.2.2. The venue is forced to close due to Covid-19 restrictions.

4.3. If any charges have been incurred by BSMC due to late cancellation of services, the charges will be deducted from the hire fees before they are refunded.

5. BSMC'S OBLIGATIONS

5.1. That it has full right, title and authority to enter into this Agreement and to perform its obligations under this Agreement;

5.2. That the Property complies with any and all applicable laws, rules or regulations (including those relating to health and safety, planning, alcohol control and licensing, disability discrimination and fire certification), and that the Hirer is entitled to apply for all relevant and necessary licenses if required, clearances and consents to enable the Event to take place at the Property;

- 5.3. That it has taken out and will maintain throughout the Event Period, appropriate general and public liability insurance and will, if required, note the Hirer's interest on any such policy;
- 5.4. That all space and advertising opportunities within the Facilities shall be made available to the Hirer for the exercise of the Commercial Rights;
- 5.5. To ensure the Facilities, shall be free from any sponsorship, advertising or other branding which may impair or inhibit the full exploitation by the Hirer of the Commercial Rights;
- 5.6. That the Property and Facilities shall be fit for the purpose for which they are provided;
- 5.7. That the Property will be provided to a standard acceptable to the Hirer;
- 5.8. That the Hirer, its employees, agents, and representative shall have unrestricted and safe access to the Facilities during the Event Period for the purposes of preparing for and staging the Event, and during such times prior to the Event Period for any reasonable pre-Event site visits as may be agreed with BSMC;
- 5.9. That the Property shall have safe access and egress for guests to the Event, including emergency access;
- 5.10. The Property shall not be encumbered prior to or during the Event by any franchise, concession or other agreement which in the reasonable opinion of the Hirer would conflict with any commercial agreement which the Hirer has, or intends to, conclude or would hinder or prevent the Hirer from exercising the Commercial Rights;
- 5.11. That it shall assist and facilitate liaison with the local authority regarding the staging of the Event;
- 5.12. Not to create any emblem, logo or motto connected with the Event nor to exploit any of the Commercial Rights or conduct any commercial activity associated with the Event other than with the prior written approval of the Hirer.
- 5.13. To ensure that an identifiable and properly authorised operations manager will be present at all times during the duration of the Event Period to provide such on-site assistance as the Hirer shall reasonably require;
- 5.14. The Facilities shall be equipped with sufficient lighting and electricity for use by the Hirer (subject to any charges set out in the Venue Hire Agreement);
- 5.15. To use its best endeavors to assist the Hirer in preventing any ambush marketing activities in and around the Property.

6. HIRER'S OBLIGATIONS

The Hirer Agrees:-

- 6.1. That the facilities will only be used for the relevant event and for no other purpose.
- 6.2. That the relevant event will be conducted in a safe and responsible manner and in accordance with all relevant health and safety and fire regulations and requirements.
- 6.3. The Hirer, unless otherwise agreed, will have sole responsibility for the administration and organisation of the relevant event, subject to BSMC's overall administration of the venue.

6.4. That all instructions given by BSMC with regard to the use of the facilities and the organisation of the relevant event, for example, to prevent material damage to the facilities or breaches of facilities' Health and Safety regulations, are strictly complied with.

6.5. That the facilities will be vacated immediately prior to the end of the hire period and all property of persons attending the relevant event shall be removed.

6.5.1. If the Hirer or any of its Contractors fail to vacate the building or loading bay/entrance by the end of the hire period an additional fee of £1,000 + vat for every 30 minutes will be charged.

6.5.2. BSMC will not accept responsibility or any liability which results from any property of the Hirer or person attending the relevant event remaining within the facilities.

6.6. Nothing shall be permitted to penetrate the fabric of any part of the venue and all attachments and decorations are subject to the prior approval of BSMC or those acting on its behalf.

6.7. All litter or waste accumulated due to the event is removed by the Hirer in an environmentally responsible manner. The Hirer must make independent waste disposal arrangements and BSMC's waste disposal facilities may not be used for this purpose unless agreed in writing prior to the event and subject to a charge based on the volume of litter and waste

6.8. All spaces and kitchen facilities used shall be thoroughly cleaned, after use for the relevant event and left ready for use by the next Hirer.

6.9. That only Accredited Suppliers of BSMC will be used to provide event support services, save where express written permission is granted by BSMC

6.9.1. Permission to contract non-accredited suppliers will only be granted subject to:

Receipt of satisfactory references from other Listed venues
Submission of all relevant Health & Safety documentation.

Proof of Public and 3rd Party Damages insurance to the value of £5M

Commission or fee equivalent to that which would be received from an Accredited Supplier being paid to BSMC.

6.10. If alcohol is to be served or made available at the Event, the Hirer will ensure that any necessary consents are obtained and that any bar staff which it employs or provides in connection with the Event have received suitable training and will not serve alcohol to persons who appear to be under the age of 25 without requesting photographic identification demonstrating that the person in question is 18 years of age or older;

6.10.1. The Hirer will not publish or promote at, or in connection with the holding of, the Event, any poster, sign or literature which would encourage irresponsible alcohol consumption;

6.10.2. The Hirer must provide an appropriate number of suitably qualified first aiders who shall remain in attendance throughout the Event; and

6.10.3. The Hirer must provide a risk assessment to BSMC prior to the event, and must procure that each Guest complies with any recommendations set out in such risk assessment. This must be supplied alongside a full guest list (with full names of each guest) should any incident occur. This will be made available to the Police or licensing authorities upon request.

6.10.4. To ensure that only designated smoking areas are used by the Event guests

6.10.5. To be responsible for the actions and performance of all event suppliers facilitating the production of, and all third parties attending, the relevant event.

6.10.6. Any access to the facilities outside the period of hire must be by pre-arranged appointment.

6.10.7. The Hirer must ensure that any electrical equipment/appliances used in the event must have an in date PAT test certificate or sticker. Any equipment/appliances without such accreditation can't be used.

7. ACKNOWLEDGMENT OF RIGHTS

7.1. BSMC acknowledges that the hirer is owner of all the commercial rights and that all commercial rights which arise out of or are indirectly connected with the event shall remain the property of the hirer.

7.1.1 BSMC will retain all commercial rights of it's brand, logo's and site in regard to use in promotions, media or saleable items.

7.2. BSMC waives any of its rights in perpetuity and acknowledges the right of the hirer in perpetuity to:

7.3. all and any rights (including but not limited to the copyright) in any form of audio, visual and/or audio/ visual or electronic coverage of any part of the Event at the Property; and

7.4. all and any of the Commercial Rights.

7.5. BSMC acknowledges that the Hirer shall retain:

7.5.1. all rights to footage and photography shot at the Event, including that which features the Property itself (save for any footage or photography taken by any employee or servant of BSMC, which shall remain the property of BSMC, and shall only be used subject to the prior written consent of the Hirer);

7.5.2. the right to fully exploit all Commercial Rights in relation to the Event, including the right to place advertisements or branding of Event sponsors within the Facilities (provided that no such advertisement or branding shall be affixed to the Property or parts thereof so as to cause damage to the Property);

7.5.3. the right to all commercial revenues relating to or arising from the Event beyond the agreed Hire Fee;

7.5.4. the right to allocate and sell retail trade stands at the Property;

7.5.5. the right to allocate and sell food and beverage stands at the Property;

7.5.6. the right to prevent access to or remove from the Facilities any person other than an employee or servant of BSMC acting in a way which in the reasonable opinion of the Hirer is regarded as offensive, harmful or undesirable, or who represents a security risk at the Event;

7.5.7. the right to erect temporary structures within the Facilities for the purposes of staging the Event (provided that no such temporary structures shall be affixed to the Property or parts thereof so as to cause damage to the Property or floor;

7.5.8. The right to promote and sample brands;

7.5.9. the right to promote, advertise and market associated event functions within the Facilities;

7.5.10. the right to obtain a liquor license and sell alcohol.

8. LIABILITY FOR DAMAGE

8.1. Neither party shall be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the other, including but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss

8.2. Subject to Clause 8.1, the Hirer will be responsible for all damage caused to the Facilities during the Hire Period as a result of its negligence.

8.3. Prior to the holding of the Event, the Hirer shall at the request of the BSMC, or those acting on its behalf, agree and sign off a Condition Report with respect to the conditions of the Property.

8.4. As soon as practicable after the Event, BSMC, or those acting on its behalf, will cause an inspection to be made and will note any damage to the Facilities in a Damage Report. The Hirer will be given the opportunity to be present when this inspection is carried out.

8.5. BSMC accepts no responsibility for any theft, loss or damage to any property of the Hirer or any of

its event suppliers or guests, unless caused by its acts or omissions.

8.6. Any invoice submitted by BSMC for the costs of repairing damage shall be payable in accordance with the provisions of Clauses 3.2.

9. INDEMNITY AND INSURANCE

9.1. The Hirer shall be responsible for, and keep BSMC fully indemnified against, all damage (including damage to the facilities), damages, losses, costs, expenses, actions, demands, claims and liabilities made against or incurred by BSMC (save to the extent that the same should arise from any negligent act or omission of BSMC) arising out of any negligent act or omission of the Hirer.

9.2. The Hirer must submit, with the application, evidence of its and any of its suppliers' relevant insurance cover.

10. TERMINATION

10.1. Either party shall have the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that:

10.2. The other party has committed a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in time for the Event;

10.3. The other party has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within fourteen days of being required to do so in writing;

10.4. The other party goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of that other party's assets or if that other party enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things; or

10.5. Either party undergoes a change of control or ownership.

11. FORCE MAJEURE

11.1. Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such delay or failure is caused by an Event of Force Majeure and the time for performance of the relevant obligation(s) shall be extended accordingly.

11.2. A party whose performance of its obligations under this Agreement is delayed or prevented by an Event of Force Majeure:

11.2.1. shall immediately notify the other party of the nature, extent, effect and likely duration of the circumstances constituting the Event of Force Majeure;

11.2.2. shall use all reasonable endeavors to minimize the effect of the Event of Force Majeure on the performance of its obligations under this Agreement; and

11.2.3. shall (subject to Clause 11.3 below) immediately after the Event of Force Majeure has ended notify the other party and resume full performance of its obligations under this Agreement.

11.3. If any Event of Force Majeure delays or prevents the performance of the obligations of either party for a continuous period of 3 days, the party not so affected shall then be entitled to give notice to the affected party to terminate this Agreement with immediate effect without penalty. Such a termination notice shall be irrevocable except with the consent of both parties and upon termination BSMC shall immediately repay to the Hirer the proportion of Fees that it has already been paid based on the

proportion of event days that not have taken place due to the force majeure and other further instalments (if any) shall only be payable to BSMC in proportion to the event days that have taken place before the event of force majeure.

12. GENERAL

12.1. The staff of the Property shall be entitled to access all parts of the Property at all times for the purpose of inspection, management and supervision.

12.2. The permission hereby granted is not transferable by the Hirer, unless with the prior written consent of a Director of BSMC.

12.3. BSMC reserve the right to change the space (s) hired by the Hirer but this will only be done for valid reasons and subject to Hirer's prior written consent.

12.4. BSMC reserves the right to hire other spaces in the Property at the time of the Event, providing any such hire shall not interfere, disrupt or have an adverse effect on the Event in any way.

12.5. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

12.6. Neither party shall without the prior written consent of the other (save as required by law) disclose to any third party any information concerning the terms hereof after the date hereof.

12.7. All notices under this Agreement shall, unless otherwise notified, be served on the address of either party stipulated in the Venue Hire Agreement.

12.8. These terms and conditions, and the Venue Hire Agreement shall be construed in accordance with the laws of England and Wales and BSMC and the Hirer hereby submit to the jurisdiction of the courts of England and Wales

12.9. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any and all prior agreements, representations or understanding between the parties, whether written or oral.

12.10. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.

12.11. Should any term of this Agreement be considered void or voidable under any applicable law, then such terms shall be severed or amended in such a manner as to render the remainder of this Agreement valid or enforceable, unless the whole commercial object is thereby frustrated.

12.12. This Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorized representative of each party.

12.13. Nothing in this Agreement shall be deemed to constitute a joint venture, partnership or relationship of agency or employment between the parties.

12.14. Any person who is not a party to a contract between BSMC and the Hirer has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.



SIGNED:

Print name:

Company:

Job Title:

DATED: