

LOCKHOUSE PRIVATE HIRE CONTRACT 2018

BOOKING

- i. The booking is not secure until the client pays a deposit, unless LOCKHOUSE management have agreed to hold the date as a provisional booking for an agreed number of weeks.
- ii. Any changes to dates & times must be given to LOCKHOUSE with a minimum of 4 weeks' notice.
- iii. LOCKHOUSE management will need to be informed of final numbers of guests with at least 7 days' notice.
- iv. LOCKHOUSE management must approve any changes in accordance with clause (iii & iv)

PAYMENT

- v. By paying a deposit, the client agrees to these Private Hire Terms & Conditions.
- vi. LOCKHOUSE reserves the right to increase the minimum spend and/or hire fee in accordance with any changes in clause (iii & iv)
- vii. On the night the client will pay LOCKHOUSE:
 - a. The hire charge and/or security fees (if applicable).
 - b. The discretionary 12.5% service charge.
 - c. Remainder of the bill/minimum spend
 - d. Any extra fees for over running events – If your event overruns the agreed time, LOCKHOUSE management reserve the right to charge you an hourly rate.
- viii. The deposit will be used against the final bill on the night; unless LOCKHOUSE management agree to refund the deposit after the minimum spend has been met.
- ix. LOCKHOUSE accepts payment by all major credit/debit cards, in cash and via BACS. Please note: Cheques are not accepted.

CANCELLATIONS & REFUNDS

- x. Any cancellations must be given in writing to LOCKHOUSE.
- xi. Cancellations made 30 days prior to the event are entitled to a full refund of the deposit.
- xii. Deposits will be retained for any cancellations made with less than 30 days of the event.
- xiii. Cancellations within 5 working days of the event will be subject to pay the full agreed minimum spend or the full value of the pre-order if it is greater than the minimum spend.
- xiv. LOCKHOUSE reserves the right to cancel the booking at its sole discretion by providing notice in writing in the following circumstances.
 - a. No Deposit is received.
 - b. LOCKHOUSE considers the nature of the event to be different from the nature declared when booking. (In this case, deposits will be retained).
 - c. LOCKHOUSE becomes aware that there may be issues with fulfilling financial obligations. (In this case, deposits will be retained).
 - d. LOCKHOUSE is unable to carry out any of its obligations under the private hire contract due to circumstances beyond its reasonable control. (In this case, LOCKHOUSE will refund all payments relating to the booking)

THE EVENT

- xv. Prior to the event LOCKHOUSE will conduct a risk assessment to determine if security is needed. LOCKHOUSE management will confirm any security fees that will be added on to the bill.
- xvi. LOCKHOUSE management will agree a door policy with the client and the security (where applicable)
- xvii. LOCKHOUSE agrees to

- a. Grant access to and hire of the venue on the agreed date and times.
- b. Provide the food & drink specified in the booking details or otherwise agreed between both parties.
- c. Provide adequate staffing at the venue for the event. Any security staff will be provided by LOCKHOUSE's approved security firms. If the client wants to provide their own security, it will need to be agreed in writing prior to the event with LOCKHOUSE management.

xviii. All consumables are subject to availability. LOCKHOUSE reserve the right to provide alternatives without giving prior notice.

xix. The client agrees:

- a. Not to move any furniture without consulting LOCKHOUSE management.
- b. Not to permit outside contractors without approval from LOCKHOUSE management.
- c. To ensure no damage is caused to the venue.
- d. To ensure all guest do not enter any area of the venue that is not allocated to the event.
- e. To ensure that LOCKHOUSE staff can move freely through the venue.
- f. To adhere to LOCKHOUSE's Health & Safety and Licensing Policies including keeping Fire Escapes unobstructed, only smoking in allocated areas, remaining within agreed volume levels and leaving quietly.

xx. LOCKHOUSE reserves the right to refuse entry.

LIABILITY

xxi. The client may be liable to pay for damages caused during the booking.

xxii. LOCKHOUSE is not liable for any loss, damage or injury to the client or their property; or to event guests and other persons relating to the event, unless such loss, damage or injury is due to negligence of the LOCKHOUSE.

xxiii. LOCKHOUSE is not liable for delays or failure to perform its obligations under this contract if such delay or failure is due to circumstances beyond its control.

xxiv. Nothing in this contract excludes or limits either party's liability for death or personal injury caused by negligence or for fraud.

GENERAL

xxv. All parties agree to keep all affairs or business confidential unless the other party gives written consent.

xxvi. The parties do not intend any third party to have the right to enforce any provision of the private hire contract under the contracts (rights of third parties) act 1999.

xxvii. This private hire contract and any non-contractual obligations arising under it will be governed by English Law and the parties submit to the exclusive jurisdiction of the English courts

Signed for and on behalf of LOCKHOUSE:

_____ date:

Signed for and on behalf of the client:

_____ date: