



THE BREWERY TERMS & CONDITIONS

LIST OF SCHEDULES

Schedule 1	Specific Event Conditions
Schedule 2	Included and Additional Facilities & Services
Schedule 3	Licence Conditions relating to noise and other Health & Safety requirements

1. Interpretation

- 1.1. Terms defined in the Contract shall apply throughout these Terms & Conditions.
- 1.2. In addition, in these Terms & Conditions the following terms shall have the following meanings:

Additional Services means the services supplied by us to you (in addition to the Included Services) in accordance with clause 4.2 and as listed in Schedule 2;

AV Contractors means the production company or audio visual company you decide to use to run the Event;

AVS Supplier means any AVS supplier appointed by us from time to time to provide AV services to you during the Event at the rates set out in Schedule 2, unless you decide to use an independent AV Contractor pursuant to clause 1.5 of Schedule 1.

BEO means the Banqueting Event Order which sets out all your Event requirements including but not limited to the food menu and beverages menu which we will compile with the information you have provided to us and will be signed in accordance with clause 8.2 of Schedule 1;

Brewery Contractor means any contractor or subcontractors appointed by the Brewery in connection with the Event;

Brewery Event/Duty Manager means the person appointed by us to manage the operational side of the Event on a daily basis;

Brewery Event Sales Executive means the person appointed by us to supervise the sales and the logistic/planning side of the Event;

Brewery Rules and Regulations for Events means the rules and regulations as specified in the Brewery Rule & Regulations for Events

document and (including our health and safety requirements) referred to in Schedule 3

BTSM means the Brewery Technical Support Manager, which you will be able to hire from us at the rates set out in Schedule 1 in order to manage the installation, health & safety, de rig of the Event;

Cancellation Fee means the fee you agree to pay if you terminate the Contract or cancel the Event as detailed in clause 21;

Contract means the contract between you and us relating to the Event of which these Terms and Conditions and the BEO form an integral part;

Contractor means any contractor and/or Sub-Contractor or any production company/agent of your company appointed by you to provide services to you or your agent(s)/production company in connection with the Event;

Deposit means a percentage of the Event Fees as set out in the Contract which you agree to pay to secure the booking of the Event as detailed in clause 5.2;

Effective Date means the date of the Contract;

Event means the event to be held on the Event Date(s) and Event Times as specified in the Contract;

Event Date(s) means the date(s), as specified in the Contract when the Event is staged;

Event Fittings means all apparatus, works, materials, structures and other fittings, supplied or installed by or on behalf of you or your agent(s)/production company during the Event Times;

Event Fees means the fees payable by you to us in respect of the Event based on the number of Guests you have agreed with us on signature of the Contract and as detailed in the Contract;

Event Finish Time means the time in which the Event “programme” is concluded and the Event closes to the public

Event Organiser means the persons appointed by you to manage the Event;

Event Period means the period of the Licence as specified in the Contract which includes the Set-up Period, Event Dates and Room Clear Time;

Event Start Time means the time in which the Event opens to the public;

Event Times means the times as specified in the Contract when the Event is staged;

Force Majeure means any necessary inspection, repair, maintenance or replacement of any part of the Room or any equipment or fittings and any event outside our reasonable control including, without limitation, any act or direction of government, act of terrorism, nuclear, chemical or biological contamination, fire, flood, storm, act of God, war, malicious damage, riot, industrial action, inaccessibility of transport links, failure of supply of power, fuel, communications, transport or other goods or services and failure or breakdown of equipment;

Guarantor means the guarantor of your obligations as may be appointed in accordance with clause 17;

Guest means a member of the public attending the Event;

Guest Departure Time means the time all Guests vacate the Brewery as specified in the Contract;

Included Services means the facilities and services we agree to provide to you (included in the Event Fees) as set out in Schedule 2;

Intellectual Property Rights means any and all (a) patents, trade marks, service marks, registered designs, applications to any of these rights, trade and business names (including Internet domain names and e-mail addresses) unregistered trade marks, unregistered trade and business names, database rights, copyrights, rights in designs and inventions and (b) rights of the same or similar effect to those specified in (a), in each case in any jurisdiction;

Licence means the licence for the Room(s) we grant to you in accordance with clause 6;

Local Authority Licence means the licence to stage the Event granted to us by the local authority pursuant to clause 6;

Production means the installation, set/ stage plan of any kit to be installed at the Brewery by or for any client with the approval of the BTSM;

Property and Technical Support Team means the team appointed by us to manage and

supervise the property and technical aspects of the Event;

Production Access Time means the time in which your Production/AVS Supplier (fittings/production etc) are entitled to access the Venue for the setting up of the Event under the instructions of the BTSM;

Production Clear Time means the time in which your contractors/AVS Supplier (fittings/production etc) shall leave and clear the Venue of all items at the end of the Event under the instructions of the BTSM;

Production Company means any company and/or contractor working on or supplying any kit for an event at the Brewery;

Room(s) means such part of the Venue as is licensed by us to you for the purposes of the Event as detailed in the Contract;

Room Clear Time means the period, as specified in the Contract, required for the departure of the Event Guests and the removal of the Event Fittings and other Production materials in accordance with clause 1.7 of Schedule 1;

Services mean the Additional Services and the Included Services;

Set-up Period means the period, as specified in the Contract, required for the preparation of the Event;

Standard Rates means our standard charging rates for facilities and services **Statutory Requirements** means the relevant requirements of any statute or subordinate legislation;

Venue means The Brewery on Chiswell Street Limited, 52 Chiswell Street London EC1Y 4SD;

We, our, us refers to The Brewery on Chiswell Street Limited whose registered office is Wellington House, 90-92 Butt Road, Colchester, Essex CO3 3DA and company number 05501977 as detailed in the Contract;

Working Day means any day which is not Saturday, Sunday, Bank or other Public Holiday in England or Wales;

Working Hours means 9am to 5pm on any Working Day;

You, your refers to the Client whose details are set out in the Contract;

2. Contract

The Contract applies to all aspects of the Licence and the supply of the Services to the exclusion of all other terms including any terms which you may seek to apply by virtue of any previous letter, purchase order or similar document.

3. Term

The Contract shall commence on the Effective Date and, subject to the provisions for early termination in clause 15 shall continue until the end of the Licence as specified therein.

4. Provision of Services

- 4.1. We shall use reasonable efforts to provide the Services pursuant to the Contract and as detailed in Schedule 2.
- 4.2. We may provide to you such Additional Services as you request us to provide from time to time. Additional Services are supplied on the terms and conditions of this Contract.

5. Fees and Payment

- 5.1. In consideration for providing the Included Services to you and granting the Licence, you shall pay to us the Event Fees set out in the Contract (of which the Deposit will be payable on signature of the Contract and the outstanding balance on a specific date prior to the Event as indicated in the Contract) These Event fees will not be delayed by waiting upon third party payments.
- 5.2. You shall pay any and all other sums due under the Contract for Additional Services in addition to the Event Fees to us in full within thirty (30) days of invoice receipt except where we estimate such sums to total £10,000 or more in which case you shall pay such amount equal to our estimate in full and in advance of the Event on date specified on the Contract.
- 5.3. The Event Fees and all other sums due under the Contract are expressed to be exclusive of VAT, which you shall pay at the prevailing rate at the same time as payment of the Event Fees or other charges.
- 5.4. If any payment is overdue for a period of more than fourteen (14) days, we may either suspend the provision of the Services and refuse you access to the Room(s) in accordance with clause 7.2 or terminate the Contract in accordance with clause 15.1.2.
- 5.5. If you or any of your Contractors have not vacated the Room(s) to our satisfaction by the end of the Room Clear Time (as specified in the Contract) in accordance with clause 1.7 of Schedule 1, we may charge you a post event charge of £1,000 for every 15 minutes you are still in occupation of all or part of the Room(s).
- 5.6. Unless otherwise specified in the Contract, all payments under the Contract shall be paid in pound sterling, by cheque (with a suitable guarantee card), credit card (as we may accept from time to time) or directly into our bank account, details of which will be set out in the relevant invoice.

- 5.7. If you do not pay us on time we may add interest to all amounts owing by you to us at the rate of 4 per cent per annum above the then current Nat West Bank's base rate. Such interest shall accrue on a daily basis from the due date until payment is received, whether before or after judgement, and compounded quarterly.

6. Licence

- 6.1. We grant to you a non-transferable and non-assignable right to use the Room(s) for the purposes of the Event during the Event Times, subject to the terms and conditions of the Contract.
- 6.2. You shall not sell, charge or otherwise transfer the benefit of the Licence.
- 6.3. You will ensure that there is no illegal betting or gaming carried out in the Venue.
- 6.4. You shall require your agent(s) and Contractors to comply with terms in relation to the Event and the Room(s) no less onerous than the terms of the Contract and shall provide that we may in our own right enforce such terms pursuant to the Contracts (Rights of Third Parties) Act 1999. You shall on request provide to us copies of agreements containing such terms to enable us to verify compliance with this clause.
- 6.5. You shall not use, nor grant the right to any other person to use, any part of the Room(s) for:
 - 6.5.1. any illegal, immoral, indecent or dangerous purpose or any other purpose which is harmful to our reputation or other than in our best interest;
 - 6.5.2. any purpose which, in our reasonable opinion, may be or become a nuisance, disturbance or annoyance to us or any other occupier of the Room(s) or the owners or occupiers of any adjoining land or room;
 - 6.5.3. the sale of food, drinks, cigarettes or any other consumable refreshment without our prior written consent.
- 6.6. In the event that the Room you have requested for the Event is unavailable for any reason we shall endeavour to allocate alternative space to you within the Venue, subject to your prior written consent. In the event that we are unable to find alternative space we will be entitled to cancel the Contract and refund the Deposit or any other part of the Event Fees already paid by you without further liability to you.

7. Access to the Room(s)

- 7.1. We will allow you, your employees, and Contractors and agent(s) of whom you have notified us in accordance with clause 8.2 and clause 1.2 of Schedule 1 access to the Room(s) during the Event Period on the terms of the Contract. You, your employees, Contractors and agent(s) will not be entitled to access any other

part of the Venue other than the Room(s) and areas of common use which have been previously agreed with us.

- 7.2. If any monies due under the Contract are unpaid more than fourteen (14) days from their due date we may prevent access to the Room by you, your employees, agent(s) or any Contractors until such time as such monies are paid in full.
- 7.3. At all times during the Event Period we and all persons authorised by us may access any part of the Room(s) for any reason.
- 7.4. At any time during the Event Period we may require the removal of any person from the Room(s) who we reasonably consider to be an annoyance, nuisance or danger to any person. You will ensure that all agent(s) and Contractors co-operate with us in the removal of any such person from the Room(s).

8. Contractors

- 8.1. You will ensure that all Contractors are reputable and suitably qualified for and experienced in the type of work for which they are engaged.
- 8.2. Without prejudice to clause 8.1 above you shall obtain our prior written approval (such approval not to be unreasonably withheld) to any contractor you wish to appoint to provide services to you in connection with the Event pursuant to clause 1 of Schedule 1.
- 8.3. Notwithstanding clause 2.3 of Schedule 1 we may require you to use our approved security contractors in order to ensure compliance with our health and safety requirements as set out in The Brewery Rules and Regulations, in Schedule 4.

9. The Brewery Rules and Regulations

- 9.1. Throughout the Event Period, you will, and will ensure that your employees and Contractors:
 - 9.1.1. comply with the Brewery Rules and Regulations;
 - 9.1.2. advise us immediately of any health and safety issues (including, but not limited to, any breach of the Brewery Rules and Regulations) relating to the Room(s) or the Event of which you are, or ought reasonably to be, aware;
 - 9.1.3. ensure that your staff and the staff of agent(s) and Contractors are aware of the Brewery Rules and Regulations.
- 9.2. You will not, nor permit or instruct any person to, bring into the Venue any material or substance which is dangerous, explosive or inflammable.
- 9.3. You are responsible for ensuring that all equipment used by you, your employees and

Contractors in the Venue complies with any relevant statutory regulations and requirements.

10. Representatives

- 10.1. During the Event Period, your Event Organiser and the Brewery Event/Duty Manager shall meet regularly to discuss all issues pertaining to the Event.
- 10.2. The Brewery Event/Duty Manager shall have full responsibility for the Room(s) and you must comply with all his/her instructions and directions before and during the Event Period.
- 10.3. Your Event Organiser will be contactable at all times during the Event Period and will attend the Room(s) at all times during the Event Dates and in particular when work of any kind is being carried out in connection with the Event.
- 10.4. You will appoint a suitably qualified individual with overall responsibility for health and safety matters. Details of such person will be notified to us as soon as possible and, in any event, no less than thirty-five (35) days prior to the commencement of the Event Period.

11. Telecommunications & Data Services

- 11.1. We or any Brewery Contractors shall supply all Internet connection, fixed line voice communication and data transfer services used by you, your agent(s), Guests or Contractors in the Room(s) at the Standard Rates. You shall inform us of the requirements for such services in respect of the Event no later than two (2) months prior to the start of the Event Period.
- 11.2. If you, or any of your Contractors, or agents intend to use any wireless device which is to be connected to any telecommunications system in use in the Room at any time during the Event Period, you must inform us of such intention no later than two (2) months prior to the start of the Event Period. No such device should be used without our prior written approval. Such approval is subject to the provisions of this clause 11.
- 11.3. All telecommunications devices which are to be connected to any telecommunications system in use in the Venue brought onto the Room by you, any of your Contractor(s) or agent(s) are subject to inspection and approval by our Property and Technical Support Team or any of our information technology contractors in order to ensure compatibility with any other telecommunications systems in use in the Room(s).
- 11.4. You shall and shall procure that your Contractor(s) and agent(s) shall comply with all reasonable requirements and instructions (including, without limitation, any instructions in relation to the use of airways or radio frequencies) of our information technology team at all times during the Event Period.

12. Advertising

- 12.1. You may only use “the Brewery” name or the name of any of our affiliate companies in advertising and publicity in connection with the Event, but not otherwise, and only with our prior written consent as to the media, format, design and content of such advertising.
- 12.2. You will not permit any advertisement or other material to be displayed that we reasonably consider to be offensive, unlawful, unsightly or unsuitable for public display. You will remove any such advertisement immediately on our request to you to do so.
- 12.3. You will not undertake, nor will you instruct or permit any third party to undertake, any illegal or inappropriate marketing activities which bring or are likely to bring our name into disrepute or cause or are likely to cause legal proceedings or other action to be initiated against us including, without limitation, any fly-posting or other forms of advertisement and / or distribution of marketing material in contravention of any law including by-laws and in particular, but without limitation, the Town & Country Planning Act (Control of Advertisements) Regulations 1990 and any amendments thereof. You shall indemnify us against any loss, claim, liability, damages or costs suffered or incurred by us in connection with any marketing activity carried out by you or any third party engaged, instructed, retained by or otherwise acting on your behalf but without prejudice to any other rights or remedies available to us pursuant to law or otherwise.
- 12.4. At any time during the Event Period you will not, nor permit or instruct any person to, advertise name of competitive venues/service providers within the Brewery. You will remove any such advertisement immediately on our request to you to do so.

13. Intellectual Property

- 13.1. You will ensure that you, your performers and agents have all necessary licences and consents in respect of all Intellectual Property Rights used during the Event Period and all other goods and materials sold or otherwise, promoted or displayed in relation to the Event.
- 13.2. You shall fully and promptly indemnify us in respect of all damages, costs, claims, demands, liabilities and expenses (including legal expenses) suffered or incurred by us as a result of any claim that any aspect of the Event infringes the Intellectual Property Rights of any person.

14. Insurance

- 14.1. In relation to the Event, you shall (at your own expense and cost) take out and maintain, with a well-established insurance company or underwriter of repute, public liability insurance of not less than £5,000,000 in respect of each

and every claim arising out of or in connection with the Event and caused or contributed to by any act, omission or negligence of you, your employees or agent(s) or of any of your Contractors.

- 14.2. The insurance referred to in clause 14.1 shall:

- 14.2.1. confer on us status as a principal and contain an “indemnity to principals clause”;
- 14.2.2. provide that the coverage afforded to us as a principal shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of you, any Contractor or agent(s) and if it so invalidated, you shall indemnify us against all losses and claims arising from such invalidation;
- 14.2.3. provide that not less than thirty (30) days’ prior written notice will be given to us in respect of any proposed cancellation or any proposed adverse material alteration, which affects us.

- 14.3. You will on request provide us with a copy of your policies of insurance and other evidence to confirm that the policy is in force and will inform us immediately if such insurance ceases to be maintained.

15. Termination

- 15.1. Without limiting our other rights or remedies, we shall be entitled to terminate the Contract immediately by giving written notice in the event that:

- 15.1.1. you are in breach of your obligations under this Contract and (in the case of a breach which is capable of being remedied) have failed to rectify such breach within ten (10) days of our notice to you specifying the breach and requiring a remedy;
- 15.1.2. any payment due from you is overdue for a period of fourteen (14) days or more;
- 15.1.3. due to an event of Force Majeure we are prevented, delayed or hindered for more than twenty eight (28) days (or reasonably consider that we will be prevented, delayed or hindered) from carrying out any of our obligations under this Contract;
- 15.1.4. if you [or the Guarantor] (“You”) become bankrupt or insolvent, enter into liquidation, whether voluntary or compulsory, pass a resolution for winding up, have a receiver or administrator appointed over the whole or any part of Your assets, make any composition or arrangement with Your creditors or take or suffer any similar action in consequence of Your debt.

- 15.2. On notice of termination pursuant to clause 15.1 above all sums due in respect of the Event (including the balance of the Event Fees) shall become immediately due and payable to us, save with respect to clause 15.1.3 above in which case all prepayments already made by you under the Contract will be refunded.
- 15.3. You may terminate the Contract by written notice at any time subject to payment of any Cancellation Fee, as set out in clause 21.
- 15.4. If 30 days or less before the Event Date, you reasonably believe that, due to the coronavirus (Covid - 19) outbreak, you have been informed in writing that 50% or more of your Guests are unable to attend the Event (and you provide us with appropriate evidence), you will have the right, subject to availability for a rescheduled Event Date, which must be within 3 months of the original Event Date, to reschedule the Event. All the terms and conditions will continue to apply to the rescheduled Event, in particular the payment and cancellation terms. If you decide to cancel your rescheduled Event, the Cancellation Fee will be payable in full as the time limits set out in paragraph 21 of the terms and conditions will be deemed to apply to your rescheduled Event as if it were the original Event.

16. Liability

- 16.1. Nothing in the Contract shall exclude or limit our liability in respect of (a) death or personal injury, which is caused by our negligence or negligence of our employees, or for (b) fraud or fraudulent misrepresentation.
- 16.2. We shall have no liability to you in contract, tort (including, without limitation, negligence) or breach of statutory duty or otherwise, in respect of:
- 16.2.1. any inability to use or access any part of the Room(s) or any Services by reason of an event of Force Majeure;
- 16.2.2. the loss or theft or damage to any property of you or of any of your Contractors or Guests;
- 16.2.3. any loss or damage caused by the negligent or faulty installation of any Event Fittings notwithstanding any checks or inspections that we may have carried out;
- 16.2.4. any loss of profits, goodwill, revenue or opportunity; or
- 16.2.5. any indirect or consequential loss (even if any such loss was reasonably foreseeable), arising under or in connection with this Contract.
- 16.3. Subject to clauses 16.1 and 16.2, our aggregate liability to you for any loss, claim, damage, expense or cost suffered by you as a result of our breach of contract, negligence, breach of statutory duty or otherwise shall be limited to the greater of:
- 16.3.1. a sum equal to the total Event Fees paid by you; and
- 16.3.2. fifty thousand pounds (£50,000.00)
- 16.4. You shall fully and promptly indemnify us in respect of all damages, costs, claims, demands, liabilities and expenses (including legal expenses) suffered or incurred by us and arising out of or in connection with the Event or caused or contributed to by any act or omission or negligence of you, any Contractor or agent(s) including any breach of the Contract, save to the extent that such damages, costs, claims, demands, liabilities and expenses are due to our negligence or wilful default.
- 16.5. We shall not be liable for any item left in the Venue by you or any of your Contractors/Guests after the Event. Any item not removed at the end of the Event Period will be sold or otherwise disposed of and we will forward the proceeds of the sale to you after deduction of all reasonable costs incurred by us in selling or disposing of such items.
- 16.6. Save as expressly stated in the Contract, all conditions, warranties and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

17. Guarantor

If we so require, prior to the commencement of the Event Period you shall provide to us a parent company guarantee to guarantee the due performance of your obligations under this Contract in a form previously agreed in writing by us. If you fail to meet this obligation we may terminate this Contract immediately by notice to you.

18. Confidentiality

- 18.1. A party (**Receiving Party**) shall keep in strict confidence and not disclose any technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature or are proprietary and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, consultants, suppliers, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, consultants, suppliers, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, consultants, suppliers, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

- 18.2. This clause shall survive termination of the Contract.
- 18.3. Upon termination or expiration of the Contract each party shall return or destroy all Confidential Information obtained from the other party and all copies thereof.

19. Notices

Any notice required to be given by one party to the other shall be in writing and shall be served by first class post to, or by delivery to, the last known address of the other party. If delivered by hand, such notice shall be deemed to have been received on the date of delivery and, if sent by post, shall be deemed served on the second working day after posting.

20. Assignment

- 20.1. You may not assign, transfer, charge or sub-contract or purport to assign, transfer, charge or sub-contract the Contract or any of your rights, liabilities or obligations under the Contract to any third party without our prior written consent, nor shall any assignment with such consent operate to release you from any obligation owed to us.
- 20.2. We may assign, transfer or charge any or all of our rights, liabilities or obligations under the Contract to any member of our group or affiliate companies without obtaining your consent.

21. Cancellation

- 21.1. If you wish to terminate the Contract or cancel the Event, such cancellation must be made in writing to us and we may, subject to clause 21.3 below charge a Cancellation Fee as detailed in clause 21.2 below.
- 21.2. The Cancellation Fee will be payable as set out in the Contract and any other sums due under clause 4.2 and will be an amount calculated by reference to a percentage of the Event Fees dependant on how much notice of cancellation is given before the Event Period. In particular:

Notice of cancellation before the Event Period	Cancellation Fee
180 Working Days or more:	50%
121 to 179 Working Days inclusive:	75%
120 Working Days or less:	100%

- 21.3. If after you have given us notice to terminate the Contract or cancel the Event we are able to hire the Room(s) for the Event Period to another customer, your Cancellation Fee will be reduced by any sums we receive from such other customer, up to 75% of the value of the Cancellation Fee. The initial 25% deposit payment will be retained by the Brewery in full.

- 21.4. We may retain all or part of any money already paid by you in whole or partial satisfaction of the Cancellation Fee.

- 21.5. The Cancellation Fee and any other sums due to us under this clause 21 shall be paid to us without any deduction or withholding of any nature within ten (10) days of our demand.

22. Disputes

If any dispute arises in relation to the Contract, representatives of the parties will negotiate promptly and in good faith in an attempt to resolve the matter between them. If the parties are unable to resolve any dispute after negotiation, and if the parties so agree, the matter shall be referred to mediation within thirty (30) days of one party giving notice to the other party that, in its reasonable opinion, no agreement will be reached by them and in accordance with the procedures laid down from time to time by the Centre for Dispute Resolution.

23. Miscellaneous

- 23.1. The Contract constitutes the whole agreement and understanding of the parties as to the subject matter hereof and replaces any previous agreements and arrangements whether written or oral relating to this subject matter.
- 23.2. Any amendment to the Contract shall be in writing, signed by the parties and expressed to be for the purpose of such amendment.
- 23.3. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership, or relationship of employer and employee or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 23.4. Unless otherwise stated herein, all rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed or construed to be exclusive of any other rights, remedies or powers now or hereafter conferred upon the parties by law or otherwise and any failure at any time to insist upon or enforce any such right, remedy or power shall not be construed as a waiver thereof.
- 23.5. If any clause or part thereof of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid, void or unenforceable for any reason, such clause will be severed and any other remaining clause or part thereof shall remain in full force and effect without being impaired or invalidated.
- 23.6. The parties to this Contract do not intend that the terms of the Contract should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to the Contract. Accordingly no third party

shall have any right to enforce or rely on any provision of the Contract.

- 23.7. Failure or delay by us in enforcing or partially enforcing any provision of the Contract will not be considered as a waiver of any provision of the Contract.
- 23.8. If you are more than one person, company and or firm, any liability arising under the Contract shall be the joint and several liability of all those persons, companies and/or firms (the "Principal") and any demand for payment made or notice given by us to any one or more of the Principals shall be deemed to be a demand or notice given to all Principals. We may release or discharge any one or more of the Principals from liability under this undertaking or accept compositions from or make any other arrangements with any of the Principals without in consequence releasing or discharging the others or otherwise prejudicing or affecting our rights and remedies against the other Principals.
- 23.9. If for any reason there is a major fluctuation in the market price of a food item that has been offered as part of the Event, we reserve the right to change the food item or charge the appropriate supplement.

24. Law and Jurisdiction

The Contract and any dispute, or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and interpreted in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English Courts.

Schedule 1: Specific Event Conditions

1. Event installation

- 1.1 At least thirty (30) days before the Event Period (or such other agreed time) you shall provide the Technical Support Team/us with the following information:
 - 1.1.1 full production details including details of all staging, lighting and sound requirements;
 - 1.1.2 full details of any special effects or moving parts to be used during the Event;
 - 1.1.3 full details of all stage properties, drapes, backcloths to be installed for the Event (all scenery, fabric, drapes etc. installed for the Event must be inherently flame retardant and certificates will be required);
 - 1.1.4 detailed rigging plots for all equipment which you propose to construct (including but not limited to lighting, sound equipment and follow spots);
 - 1.1.5 details of your Health & Safety Representative(s);
 - 1.1.6 the list of all Contractors involved in the staging of the Event (including details of your independent AV contractor if you decide not to use AVS Supplier as detailed in clause 1.5 below);
 - 1.1.7 any other information which we may reasonably require.
- 1.2 As soon as possible after the date of the Contract and, in any event, no later than thirty (30) days before the Event Period (or such other time agreed by the parties) you shall provide us with the following information:
 - 1.2.1 scaled drawings of all staging arrangements including plan views and cross sections;
 - 1.2.2 details of the size and location of all sound and lighting mixer positions and all camera positions;
 - 1.2.3 details of your Contractors /service partners and dates/times in which they will be accessing the Room(s) (as previously agreed with us);
 - 1.2.4 any other information which we may reasonably require.
- 1.3 All temporary staging installations and rigging plots are subject to approval by our Property and Technical Support Team. We will arrange for this service and pass the cost onto you.
- 1.4 No change may be made to any staging plans or rigging plots without our prior written consent (which will not be unreasonably withheld). Any revised plan/rigging plots must be submitted to us within three (3) days of notification to us of such change. No revised plan/rigging plot will be accepted later than fourteen (14) days prior to the commencement of the Event Period.
- 1.5 In relation to the AV contractors for the Event, if you wish to provide your own independent contractors instead of our AVS Supplier, you are required to employ suitably qualified and experienced persons. You will require a Technical Support Manager at £500 + VAT. You shall submit to us a draft AV plan in respect of the Event for our approval no less than thirty (30) days before the commencement of the Event Period (or such other agreed time) including details of the specific contractors you wish to use to provide such AV service. No AV contractor will be allowed to access the Venue unless previously approved by us.
- 1.6 Installation works during the Set-up Period must be carried out :
 - 1.6.1 in accordance with The Brewery Rules and Regulations and any statutory requirements;
 - 1.6.2 in accordance with the plans and specifications which we have previously approved pursuant to clause 1.1 and clause 1.3 of this Schedule;
 - 1.6.3 in a good and workmanlike manner using materials of a suitable quality;
 - 1.6.4 to our reasonable satisfaction and according to our reasonable instructions;
 - 1.6.5 in such manner to ensure that access is not blocked, impeded or restricted to any:
 - 1.6.5.1 excluded areas; and
 - 1.6.5.2 gangways, emergency exits, fire fighting or safety apparatus, elevators or staircases;
 - 1.6.6 in such manner to ensure that the visibility of signage for emergency exits or facilities, directional signage or for catering facilities is not obscured.

1.7 During the Room Clear Time you must:

1.7.1 ensure the removal of all Event Fittings, equipment, rubbish, waste, abandoned material and other effects whatsoever relating to you or the Event (other than any material owned or supplied by us) to our reasonable satisfaction and in accordance with The Brewery Rules and Regulations and statutory requirements; and

1.7.2 make good to our reasonable satisfaction any damage howsoever caused to the Room(s).

1.8 During the Set Up Period and the Room Clear Time you shall comply with the instructions of our Property and Technical Support Team as to the way in which you can access and leave the Venue.

1.9 If you fail to fully comply with clause 1.6 above we may remove all or any of the materials referred to in clause 1.6 and charge you for any resulting costs incurred by us including, without limitation, storage and labour costs. We may destroy any paper material, any material which we reasonably consider to be waste or rubbish and any materials which are left on site by you or not collected by you within a reasonable period of time after the end of the Event Period.

1.10 Failure to fully comply with clause 1.6 above may also result in charges to you pursuant to clause 5.5 of the Terms and Conditions.

2. Provision of security staff, stewards and fire marshalls

2.1. You shall be required to provide one fire marshall for every 100 Guests attending the Event as detailed in the Contract. If you wish, this will be arranged by us and you will be charged at our standard rates as detailed in the Contract.

2.2. If you wish to provide your own security staff/stewards for the Event, you are required to employ suitably qualified and experienced persons trained to the standard of and registered with the City of London. You shall submit to us a draft security staffing plan in respect of the Event for our approval no less than thirty (30) days before the commencement of the Event Period (or such other agreed time) including details of any contractors you wish to use to provide such security staff. No security staff will be allowed to access the Venue unless previously approved by us.

2.3. You will comply with all reasonable instructions relating to staffing during the Event Period. We are

entitled to provide staff to cover any function if we believe that the staffing level or experience of staff you have provided is inadequate. You will reimburse us in full for all costs and expenses incurred by us in supplying any such additional staff.

3. Event Times

3.1. Event Times will be agreed between the parties as set out in the Contract.

3.2. Failure to fully comply with the Event Times as set out in the Contract may also result in charges to you pursuant to clause 5.5 of the Terms and Conditions.

3.3. We also reserve the right to make a further charge for all additional expenses or costs we incur if, because of delays caused by you, your Guests or your Contractors, any meal is not completed within the time you have previously agreed with the Brewery Event Sales Executive (as detailed in the BEO).

4. Facility Fee for broadcasting

4.1. You shall not make or permit any broadcasting or recording (audio or video) of the Event without our prior written consent and without having paid to us any requisite Facility Fee (to be negotiated separately).

4.2. Any broadcasting or recording of the Event must include verbal or visual reference to the Conference Centre in a form previously agreed by us.

4.3. You shall bear all costs that arise in making any broadcast or recording.

5. Local Authority Licences

5.1. It is your responsibility to ensure the orderly and safe conduct of the Event. You must ensure that nothing will be done which constitutes a breach of the law, may interfere with any other person's use or enjoyment of the Venue or in any way cause a nuisance, or be an infringement of, or occasion or make possible any forfeiture or endorsement of the licences held by us in respect of sale of alcohol the performance of music and dancing. In particular, you will ensure that there is no illegal betting or gaming carried on in our Venue. Copies of our local authorities' licences are available for inspection upon request.

5.2. If, in the opinion of the Brewery Event/Duty Manager/BTSM in charge of the Room(s), good order is not being maintained during the Event or any other term of our entertainment licences or this Licence is being breached then the Brewery Event/Duty Manager/BTSM shall have the right on our behalf to terminate the Event immediately.

6. Performing Rights

- 6.1 Where live entertainment is provided by you, you shall produce to us by not later than fourteen (14) days before the Event commences evidence satisfactory to us that you have been granted licences from the Performing Right Society Limited and/or Phonographic Performance Limited as appropriate for the performance of any works or recordings for which they claim copyright. You will be charged a Facility Fee as detailed in clause 4 above and at the rate set out in Schedule 2.
- 6.2 You must not show films or videos or perform plays without our prior written consent. We are not licensed under the Cinema Act 1985 or the Theatre Act 1968.

7. Noise

- 7.1 You will adhere strictly to the Health & Safety Requirements for Bands and DJs attached as Schedule 3. In particular, where live entertainment is provided you are required to comply with our Sound System and the prescribed decibel level of 92 decibel as detailed in Schedule 3.
- 7.2 Due to noise restrictions between the hours of 22.00 and 7.00 no activity is permitted within the loading bay or Courtyard area of the Brewery. No live music is permitted after 23.00hrs

8. Catering

- 8.1 At the time of confirmation of the booking you shall sign the Contract and provide us with the guaranteed minimum number of Guests for this Event. We shall then provide you with an invoice in respect of the Included Services (including catering services) based on such number and on the minimum price as set out in the Contract (the Event Fees). You shall pay the Deposit for the Event within thirty (30) days from the receipt of the relevant invoice.
- 8.2 No later than five (5) Working Days before the Event you shall provide us with the final number of Guests attending the Event and sign the BEO where all your requirements for the Event will be detailed.
- 8.3 Charges for catering services shall be based on:
- 8.3.1 the guaranteed number of Guests as set out in the Contract or the number of Guests as notified to us on the BEO no later than five (5) Working Days before the Event pursuant to clause 8.2 above, if greater; and
- 8.3.2 the minimum price as set out in the Contract or the actual price agreed between the parties, if greater.
- 8.4 No food or drink may be brought into the Venue by your Guests, Contractors, agents or employees for

consumption during the Event unless we have given you our prior written consent and, if required, you have agreed to pay an additional charge.

9. Site work

- 9.1 You, your employees and Contractors are not permitted to make or cause any alterations and/or damage of any kind to the Venue or any part. If any such alterations are made or damage caused, we will notify you as to whether we require you to restore the Venue to its original state or make good the damage at your own expense or to pay for the damage to be made good. Our Property and Technical Support Team will supervise all site work carried out in preparations for the Event and ensure that you comply with all our requirements.
- 9.2 We expressly forbid the attachment of any materials (including but not limited to nails, screws, drawing pins, Velcro and adhesive tape) to walls, floors, ceilings or pillars without our site manager's prior written consent.

10. Maximum Numbers

The maximum number of Guests that we will allow into the Room(s) for the Event is set out in the Contract. You shall not allow more than such maximum number of persons into the Room(s). If you do, you will be in breach of your obligations under the Contract and we reserve the right to either remove people from the Room(s) or terminate the Contract with immediate effect in accordance with clause 15.1.1 of these Terms and Conditions.

11. Photography

We shall have the right to take photographs and film of the "set" and hall before and during the Event for our own publicity purposes and shall generally have the opportunity of publicising the Venue name in connection with the Event.

Schedule 2:
Included and Additional Services & Facilities

Included Services and Facilities

Fire Extinguishers

Provision of fire extinguishers in public areas in keeping with standard practice

First Aid

First Aid provisions via the Brewery Duty Manager.

Lighting

Public lighting is provided in the public areas by existing lighting facilities (including exit and emergency lighting). The minimum levels of lighting consistent with safety will be provided.

Heating

Heating and Air Conditioning at Event Times if reasonably required

Brewery Staff

The non-exclusive services of concierge, cloakroom attendants.

One Duty Manager on duty. One Event Manager who will be your one point of contact during the Event Times. Food and beverage staff as required..

Security officers as required under clause 2 of Schedule 1 will be charged and payable at a rate of £25 plus VAT per hour, per security officer (minimum of 8 hour shift).

Cleaning / Removal of Rubbish (during the Event Times)

Any work carried out at your request outside the Event Times will be charged.

Catering Facilities

Standard Table linen, banqueting white linen or conference black linen, chairs, crockery, cutlery and glassware.

Electricity

Basic provisions in all rooms is included

PT = PORTER TUN ROOM

KG = KING GEORGE III ROOM QC = QUEEN CHARLOTTE ROOM

USR = UPPER SUGAR ROOM LSR=LOWER SUGAR ROOM

SKV = SMEATONS KING VAULT SQV=SMEATONS QUEEN VAULT

JW = JAMES WATT ROOM MR = MALT ROOM

The above charges are subject to VAT at the prevailing rate.

The above charges are subject to change from time to time.

Specialised lighting requirements will be charged on application via our AVS Supplier.

Please also note:

You will be charged £1,000 for every 15 minutes the Event overruns the Guest Departure Time/Room Clear Time /Production Clear Time whether the delay is caused by you or by any of your production crew).

Schedule 3:
Licence Conditions relating to noise and other Health & Safety requirements

Please note that all Your Contractors must be aware of the Health and Safety requirements set out below and the Event Installation requirements as set out in Schedule 1 above.

You must ensure that all Your Contractors carrying out work at the Brewery sign the documents in this Schedule 3.

HEALTH & SAFETY REQUIREMENTS FOR BANDS AND DJ'S

The ability of our business to maintain a strong and open relationship with all our stakeholders is of the utmost importance. Meeting all statutory requirements including noise control and the fitness for use of equipment forms an integral part of these operations.

Please take a moment to read and sign this document to confirm that you understand your responsibilities while working as a sub contractor at the Brewery.

"The Event has a designated Brewery Event/ Duty Manager. You will also hire from us a BTSM at £500 + VAT in accordance with these terms and conditions. It is the BTSM's responsibility to ensure, so far as is reasonably practicable, that you comply with all relevant Health & Safety requirements, including but not limited to noise control.

"The Brewery Event/ Duty Manager and BTSM assigned to this Event will monitor the noise through a digital decibel meter (readings recorded for future reference). The noise limit in the Room is 92 decibels and must not be exceeded.

"If you fail to adhere to the requests of The Brewery Event/Duty Manager/BTSM he/she will have the right to terminate the Event immediately.

The Brewery Rules & Regulations for Events should be adhered to during all phases of the Event. A copy of the Rules & Regulations are available from the BTSM upon request.

NOISE POLLUTION

THERE IS A NOISE LIMIT OF 92 DECIBEL TO COMPLY WITH THE LICENSING AUTHORITIES REQUIREMENTS. NO LIVE MUSIC IS PERMITTED AFTER 23.00 HOURS

All entertainment and production will be required to use the Brewery sound d & b system based mainly on Qi7's with fills of E0 and E3 speakers in the corners and for centre fills. The Porter Tun also has a pair of Q7's on stands which can be placed to provide dance floor coverage (these are the ones which would replace front of house speakers – that the Brewery would need a feed from your sound desk, we can also take an auxiliary send to feed into the main system) – "Contractor" back line, microphones and monitor system will still be needed and "Contractor" own sound engineer can mix.

Between the hours of 22.00 and 07.00 amplified noise is not permitted outside the venue or courtyard area. There is no item delivery, rigging, de rigging or loading authorised during these hours.

Portable Appliance Testing

All electrical equipment has been tested and certified for operation by a qualified appliance testing organisation/individual and documentation must be provided upon request.

By signing this document you confirm that you are willing and able to work within this framework of responsibility and will comply with all requests made of you in relation to Health & Safety by the Event Manager and BTSM for the Brewery.

FAILURE TO SIGN THIS DOCUMENT WILL RESULT IN PROHIBITED ACCESS TO THE VENUE

EVENT NAME:

EVENT DATE:

BREWERY TECHNICAL SUPPORT MANAGER NAME::

SUB CONTRACTORS COMPANY NAME:

SUBCONTRACTORS NAME AND SIGNATURE:

Date

Commercial Director
The Brewery Terms and Conditions
Version 1.6
May 2020

Any of your Contractors should be aware of the Health & Safety requirements below and the Event Installation requirements (Schedule 1)

HEALTH AND SAFETY REQUIREMENTS FOR USING THE PORTER TUN ROOM

PORTER TUN ROOM

SETS & BEAMS

There is a preservation order on the beams and therefore equipment/persons/fixtures or fittings must be authorised by the BTSM

All set plans /Rig plans/Production Schedules/Health & Safety documents and exhibiton layouts MUST BE SUBMITTED AT LEAST 30 DAYS BEFORE THE EVENT AND AGREED BY THE BTSM

NO SCREW FIXINGS, NAILS OR STAPLES TO BE USED IN ANY WOODWORK OR WALLS.

THERE SHALL BE NO WEIGHT LOADING ONTO THE BEAMS OUTSIDE THE PERMISSIBLE LIMITS SPECIFIED BY THE BREWERY. SUCH LIMITS ARE AVAILABLE FROM THE BTSM.

LOADING ONTO THE BEAMS IS STRICTLY PROHIBITED SUBJECT TO PERMISSIBLE LIMITS AS SPECIFIED BY THE BTSM.

FLOOR

LOADS MUST BE SPREAD ACROSS THE PLANKING AND HEAT GENERATING EQUIPMENT RAISED OFF THE FLOOR TO ALLOW VENTILATION. ALL CABLES ON THE FLOOR MUST BE TAPED DOWN OR RUN THROUGH THE EYELETS PROVIDED AROUND THE DOORS.

FIRE REGULATION & PROTECTION

There is a heat sensitive tape immediately above the eaves and over the sidelights. Care must be taken when fitting equipment along these areas to avoid damage to the obvious RED wire. If balloons or smoke is to be used, this system will need to be isolated - please, therefore advise the BTSM

FIRE EXITS MUST BE MAINTAINED AT ALL TIMES WITH A MINIMUM OF 2 METRES GAP BETWEEN THEM AND THE NEAREST OBSTRUCTION. FIRE DOORS MUST NOT BE WEDGED OPEN AT ANY TIME.

IF A SET OBSCURES A LIT MAINTAINED FIRE EXIT SIGN, THEN A REPLACEMENT SIGN MUST BE PROVIDED BY YOU TO INDICATE THE REVISED ROUTE.

NOISE POLLUTION

THERE IS NOISE LIMIT OF 92 DECIBEL TO COMPLY WITH THE LICENSING AUTHORITIES REQUIREMENTS.

All entertainment and production will be required to use the Brewery sound d & b system based mainly on Qi7's with fills of E0 and E3 speakers in the corners and for centre fills. The Porter Tun also has a pair of Q7's on stands which can be placed to provide dance floor coverage (these are the ones which would replace front of house speakers - that the Brewery would need a feed from your sound desk, we can also take an auxiliary send to feed into the main system) - "Contractor" back line, microphones and monitor system will still be needed and "Contractor" own sound engineer can mix.

Between the hours of 22.00 and 07.00 amplified noise is not permitted outside the venue or courtyard area. There is no item delivery, rigging, de rigging or loading authorised during these hours.

TECHNICAL SUPPORT

The BTSM is required by the EHO (Environmental Health Officer) and the Brewery for any Production Companies using the Porter Tun room that are not AVS Supplier. This is priced at £500 + VAT per Technician. This service will ensure that all set plans, rigging and Health & Safety are adhered to by any external contractor working in the Brewery. The BTSM will also oversee the use of our sound system and lighting facilities. You will be contacted as per our Terms & Conditions in advance of the Event to review and authorise any set plans. The BTSM or Brewery Event/Duty Manager may prevent or stop the rigging of a Production, the Production itself or the de-rig at any time.

ALL SET EQUIPMENT, INCLUDING RUBBISH, MUST BE REMOVED AT END OF FUNCTION, FAILURE TO DO SO MAY RESULT IN ADDITIONAL CHARGES.

All fixtures and fittings in the Porter Tun must be left following the teardown of any set/production in the way that they are found. Failure to do so will result in the respective charges being invoiced to the client on your behalf. You will be informed of all damage and total charges incurred within 1 (one) week after the Event.

For every 15 minutes that the teardown exceeds the contractual room clear time/Production Clear Time we will charge £1,000 per 15 minutes to the client account on your behalf

Storage

The Brewery has no storage facilities on site. All post event items must be removed from the venue at the room clear time. Any pre event deliveries are to be agreed in advance subject to availability with the Brewery Event/Duty Manager

Please sign and return a copy of these conditions as your acknowledgement.

FAILURE TO SIGN THIS DOCUMENT WILL RESULT IN PROHIBITED ACCESS TO THE VENUE

I HEREBY CONFIRM THAT ALL INTERESTED PARTIES TO OUR EVENT HAVE BEEN MADE AWARE OF THE ABOVE AND THAT THEY AGREE TO COMPLY WITH THE INSTRUCTIONS.

Signed

Date:

Name.....

For and on behalf of