

TESTBED 1

TERMS AND CONDITIONS OF HIRE

1. Acceptance

1.1. Unless otherwise stated in writing, all orders are subject to the under mentioned terms and conditions

2. Booking Confirmation

- 2.1. All bookings are considered provisional until the client confirms the booking in writing. From this point the room hire element of the booking is confirmed and is subject to the terms and conditions as outlined here. Once confirmation has been received in writing a contract will be issued which outlines all the requirements for the event and should be checked carefully before signing. Once signed, all such provisions reserved on your behalf will be subject to the terms and conditions of the contract. An invoice for the 50% deposit will also be issued at this point.
- 2.2 The contract must be returned by the client, and the deposit invoice paid, within 7 days of the date of issue. Failure to sign and return the contract within the specified period may result in the cancellations of the booking and the facilities being re-let.
- 2.3 The estimated number of guests and catering requirements must be advised to us at the time of the written confirmation. This number will be identified on the contract.
- 2.4 Any amendment to this number must be notified to us by email no less than 7 working days before the event.

3. Maximum room capacity

3.1. The Client agrees to ensure that the maximum capacity for any room is not exceeded.

Doodle Bar 250 persons/TESTBED1 400

3.2 The Client acknowledges and agrees that the Doodle Bar Ltd shall be entitled to refuse entry to any individual where admissions of such individual would bring the total number of individuals above the maximum capacity.

4. Financial terms

- 4.1 A deposit of 50% is needed to validate the order at the time of booking the event. The remaining payment will be due 14 days prior to the event.
- 4.2 All outstanding balances unpaid after date for payment shall carry interest on the referred amount at a rate of 4% for every calendar month until paid.
- 4.3 Doodle Bar Ltd shall be under no obligation to perform the contract unless the client has paid the fees as defined above.
- 4.4 Payment is to be made by bank transfer, using the bank details on the invoice.
- 4.5 If the Client fails to make any payment in full on the due date, interest is also payable on any outstanding amount at the rate of 2% above the base rate of Lloyds Bank from time to time from the due date until the date of

payment (both dates inclusive) whether before or after judgment.

4.6 A damage deposit to the value of 20% of the booking fee will be taken. This deposit will be returned within 14 days after the event, subject to a full inspection. Any damage you cause to the venue, its equipment, contents or fitting will be paid for from the damage deposit.

5. Supplements added to your invoice

- 5.1 Extra hours for staff will be charged at an hourly rate.
- 5.2 Diesel for use in the heater, if hired, will be charged after the event. Diesel is charged at £12+VAT per hour. This cost will be outlined on the booking form.
- 5.2 All extra orders required by the client must be confirmed in written form.

6. Cancellation

- 6.1 Any Cancellation or request to change venue hire agreement must be made in writing (which may include by e-mail).
- 6.2 In case of a confirmed booking being cancelled, the following charges will apply:

Within 28 working days of event: full deposit paid or 50% of total amount (whichever the greater)

Within 14 working days of event: full quoted amount payable

7. Client Conduct

- 7.1 The Client agrees to observe all instructions and code of conduct set out by Doodle Bar Ltd and, without limitation agree to take all steps to ensure that no damage is caused to Doodle Bar Ltd's premises or property, that no illegal activity is carried out and that no aggressive behaviour is displayed.
- 7.2 The Client agrees not to affix anything to doors, walls, ceilings or columns of the premises without the prior written consent of Doodle Bar Ltd, which shall be at the absolute discretion of Doodle Bar Ltd.

8. Indemnity

8.1 Both parties shall indemnify and keep indemnified each other's employees and/or agents against any and all losses, damages, costs, claims, demands or other liabilities suffered by or made against each party, its employees and/or agents arising from or in connection with any breach of this Contract.

9. Limitation of liability

- 9.1 Neither party excludes or restricts its liability in respect of death or personal injury resulting from its negligence or as a result of any fraudulent misrepresentation.
- 9.2 No party shall be liable for any loss, damage, cost or claim as a result of any delay in performance or non-performance of its obligations under this Contract, to the extent that the delay or non-performance is due to an event beyond its reasonable control (including, without limitation, act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government (including refusal or revocation of any license or consent), fire, explosion, flood, power failure, failure of telecommunication lines, independent acts of its agents or sub contractors, any strike, lock out or other form of industrial action).

10. Insurance

10.1 Doodle Bar Itd holds public liability insurance, but not contents insurance.

11. General

- 11.1 Each of the provisions contained in this Contract is independent of every other such provision so that if any such provision is determined to be illegal, invalid and/or unenforceable, such determination will not affect any other provision of this Contract, all of which will remain in full force and effect.
- 11.2 The headings in this Contract are for convenience only and do not from part of the Contract.
- 11.3 Any failure to exercise or delay in exercising a right or remedy under this Contract shall not constitute a waiver of the right or remedy or of any other rights or remedies.
- 11.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to any contract between the parties in respect of the venue Hire.
- 11.5 In the event of any dispute, the parties agree to enter into good faith negotiations to reach a resolution, failing which the matter shall be referred to mediation using the services of the Centre of Dispute Resolution. If the dispute cannot be resolved by negotiation or mediation, either party may then commence action in the English Courts.
- 11.6 This Contract is governed by the laws of England and the English courts shall have exclusive jurisdiction.
- 11.7 The Doodle Bar terms and conditions supercede any other terms and conditions in place with a location agent or any other third party involved in booking the venue.

12. Site rules and operational conditions

12.1 All site rules and operational conditions outlined in accompanying document must be adhered to at all times.

IMPORTANT PHONE NUMBERS

Duty Managers

Vincent Barbe: 07710 390 990

Jasmin Ford: 07866 629 908

13. Signature page

I can confirm that I have read and understood in full both the Terms and Conditions of Booking and the Site Rules and Operational Conditions, which include but are not limited to (please tick):
☐ Smoke machines may not be used but a dry ice machine is ok as long as venue management is notified
☐ The fire escapes must not be blocked and fire escape signs may not be covered up
☐ The fire alarm may not be turned off at any time
Any cooking in the building must be agreed with management. Gas, oil, frying or anything that produces smoke is not allowed
The Client agrees not to affix anything to doors, walls, ceilings or columns of the premises without the prior written consent of Doodle Bar Ltd, which shall be at the absolute discretion of Doodle Bar Ltd.
Signed
Printed
Date