



## Data Protection

1. In order to verify your identity, we may request copies of utility bills and/or passport details either prior to entering into an agreement or during the existence of such an agreement. We would like to use your contact details and email address to let you know about other products and services which may be of interest to you and we may also wish to share such details with our partners, sponsors or event hosts for the same purposes. Some of these parties may be outside the EEA in countries which do not have equivalent data protection legislation. By providing us with your email address you consent to such transfers taking place.
2. We may employ the services of a third party to help us in certain areas, such as the provision of internet access, telephones and security measures such as closed circuit television. In some cases the third party may receive your information. However, at all times, we will control and be responsible for the use of your information. In the event that the business is sold or integrated with another business, your details will be disclosed to our advisers and any prospective purchaser's adviser and will be passed to the new owners of the business.

## SCHEDULE 1

### CONDITIONS OF HIRE

1. Definitions:-
  - (a) "Actual Catering Charge" means the actual cost of providing the Catering Requirements for the Function.
  - (b) "Building" means the building situated at Canary Wharf, London E14 and known as One Canada Square.
  - (c) "Catering Deposit" means the sum identified in paragraph 3(b) of the Booking Form.
  - (d) "Catering Requirements" means those requirements set out in paragraph 2(h) of the Booking Form.
  - (e) "Event Space" means the function room which is the subject of this agreement and identified in paragraph 2(a) of the Booking Form.
  - (f) "Estate" means the land and water areas commonly known as Canary Wharf, London E14.
  - (g) "Function" means the function referred to in paragraph 2(c) of the Booking Form.
  - (h) "Hirer" means the person(s), organisation or company specified in paragraph 1 of the Booking Form.
  - (i) "Manager" means the manager for the time being of the Event Space.
  - (j) "Management Company" means Level39 Limited.
  - (k) "Pre-Agreed Charges" means any and all charges agreed between the Hirer and the Manager or other authorised representative of the Management Company prior to or on the date of the Function.
  - (l) "Room Hire Charge" means the room hire charge specified in paragraph 3(a) of the Booking Form..
  2. Where two or more persons are named as the Hirer, each such person shall be considered to be the Hirer and they shall be jointly and severally liable under these conditions.
  3.
    - (a) The balance of the Room Hire Charge, after deduction of the 50% deposit, shall be due and payable 30 days before the date of the Function and in default of such payment by the Hirer the Management Company shall be entitled to give notice at any time thereafter cancelling this booking forthwith. In such an event Condition 7(b)(iii)(bb) and 7(b)(iv)(bb) shall apply as if the cancellation had been effected by the Hirer.
    - (b) In the event that the signed Booking Form is returned within the period of 30 days prior to the date of the Function the whole of the Room Hire Charge shall be payable with the said form and in the absence of such payment at such time (time being of the essence) there shall be no booking.
  - 3A
    - (a) The balance of the Actual Catering Charge, after deduction of the Catering Deposit, shall be due and payable 5 days before the date of the Function and in default of such payment by the Hirer the Management Company shall be entitled to give notice at any time thereafter cancelling this booking forthwith. In such an event Condition 7(b)(iii)(bb) and 7(b)(iv) shall apply as if the cancellation had been effected by the Hirer.
    - (b) In the event that the signed Booking Form is returned within the period of 15 days prior to the date of the Function the whole of the Actual Catering Charge shall be payable with the said form and in the absence of such payment at such time (time being of the essence) there shall be no booking.
  4. The Hirer shall:
    - (a) Be responsible for the orderly and safe conduct of the Function.
    - (b) Not make or permit or suffer any alterations or additions whatsoever to or in any way damage the fittings, decorations, furnishings or contents of the Event Space.
    - (c) Forthwith upon demand pay to the Management Company:-
      - (i) the cost of making good to the satisfaction of the Manager any damage caused or permitted by the Hirer (or anyone acting on behalf of the Hirer) to the Event Space, the Building, or to any fittings, decorations, furnishings or contents thereof (fair wear and tear to the premises excepted); and
      - (ii) the cost of any additional cleaning of the Event Space or any fittings decorations furnishings or contents thereof resulting from the failure of the Hirer (or anyone acting on behalf of the Hirer) to use the Event Space in a proper and reasonable manner.
    - (d) Ensure that all equipment and property brought in to the Event Space by or for the Hirer is dismantled and removed within the period allowed for dismantling and removal and specified in Paragraph 2(g) of the Booking Form. In the event that all equipment and property is not dismantled and removed as aforesaid the Management Company shall have the right to dismantle, remove and (if the Hirer shall fail to remove the same from Canary Wharf within 24 hours) dispose of the same in such manner as the Management Company deems fit and the Hirer shall indemnify the Management Company forthwith upon demand for all costs fees and expenses thereby incurred. The prior consent of the Management Company shall be obtained before any chairs or tables are brought into the Event Space by the Hirer or the caterer.
    - (e) Ensure that all persons attending the Function vacate the Event Space as soon as possible after each performance of the Function.
    - (f) Ensure that prior arrangements are made with the Management Company before any deliveries or collections are made to or from the Event Space and that a representative of the Hirer is present when any such delivery or collection is made.
    - (g) Forthwith upon demand pay to the Management Company:-
      - (i) the Pre-Agreed Charges for installing or fitting any electrical or technical equipment which may be requested by the Hirer and approved by the Management Company in writing in its absolute discretion
      - (ii) the Pre-Agreed Charges for the use of such equipment and the Pre-Agreed Charges for supervision by any technical staff which the Management Company deems necessary or desirable
      - (iii) the Pre-Agreed Charges for the provision of security by the Management Company at the Function
      - (iv) the Pre-Agreed Charges for the provision of catering facilities by the Management Company at the Function
      - (v) any other Pre-Agreed Charges as a result of any request or requirement of the
    - (h) Not install or use or permit to be used any electrical or technical equipment (other than the equipment referred to in Condition 4(g)(i)) without obtaining the prior written consent of the Management Company provided that in any event:-
      - (i) no equipment may be affixed to the walls, ceilings, floors or pillars within the Event Space by any means
      - (ii) all electrical plans shall comply with the current (as at the date of the Function) I.E.E. Regulations and Safety Standards
      - (iii) nothing shall be done permitted or suffered by the Hirer which would obstruct any exit and gangway within the Event Space or obscure the visibility of any fire exit sign
    - (i) Not do or permit or suffer anything prejudicial to the insurance effected in respect of the Building or the Event Space and its contents.
    - (j) Permit the Management Company and any person authorised by it to visit at any time all parts of the Event Space.
    - (k) Comply with all reasonable regulations made by the Management Company in respect of the Building or any part thereof and the Estate and with any statutory rules or regulations or requirements imposed by any competent authority.
    - (l) Not permit smoking within the Event Space or any adjoining premises other than in the areas (if any) specifically designated by the Management Company as smoking areas.
    - (m) Forthwith comply with any reasonable requirement or direction made or given by the Manager or other authorised representative of the Management Company who shall be at liberty to suspend or control as he may deem expedient any matter or proceedings which in his reasonable judgement is not in accordance with these conditions or incidental to the Function.



- (n) Not use or permit or suffer the Event Space to be used other than for the Function and not permit or suffer admission to the public unless the same shall have been authorised overleaf or otherwise specifically approved in writing by the Management Company.
- (o) Not issue any tickets of admission except those provided or approved in writing by the Management Company nor issue or publish any poster, advertisement, prospectus, programme or other literature relating to the Function unless the proof thereof shall have been previously submitted to and approved by the Management Company in writing.
- (p) Not infringe or permit or suffer the infringement of any copyright and in any event to fully indemnify the Management Company against all and any claims of infringement of copyright that may be made against the Management Company in relation to anything done permitted or suffered by the Hirer in connection with the Function and any costs and expenses whatsoever incurred in connection therewith.
- (q) Not permit or suffer anything to be said or done in or about the Event Space which is a breach of the law or defamatory or calculated or likely to lead to a breach of the peace or which may injure or tend to injure the reputation of the Event Space or the Building or any part thereof or the Management Company or its servants agents or officers.
- (r) Not permit or suffer any act, performance or any publication or exhibition by film tape or otherwise which in the judgement of the Manager is of an obscene or indecent nature or which may involve danger to the public.
- (s) Not permit or suffer any unlicensed gambling or betting activities or any other unlawful activity of any nature to take place at the Event Space.
- (t) Not permit the use of naked lights in any part of the Event Space or the Building without obtaining the prior written consent of the Management Company and not permit any explosives, firearms, ammunition or highly inflammable spirits to be brought into or used in the Event Space or the Building
- (u) Not assign or share the benefit of this agreement nor allow unauthorised users to enter into the Event Space or any part thereof.
- (v) Not do anything which may cause a nuisance or annoyance or be an infringement of or occasion or render possible a forfeiture or endorsement of the licence for the sale of wine, beer and spirits or for music and dancing in respect of the premises of which the Event Space forms part
- (w) Not to engage any caterer (other than the caterer approved by the Management Company) for the purposes of the Function
- (x) The Hirer shall make the Management Company aware if alcoholic drinks are either available for purchase at the Function or tickets have been sold for the Function and the price of such tickets includes the supply of alcoholic drinks to persons attending the Function, in order that the Management Company complies with the conditions set by the terms of the liquor licence held by the Management Company for the Building.
- (y) Pay to the Management Company interest on any sums due but unpaid at the rate of four (4) per cent per annum above the base rate for the time being of Barclays Bank Plc from and including the date on which payment was due to the date of payment
5. Subject to the performance and observance by the Hirer of its obligations under these conditions and to the payment of the fees and expenses provided for overleaf the Management Company shall:-
- (a) provide such staff equipment and services (as applicable) as are specified in Paragraphs 2(h), 2(i) and 2(j) of the Booking Form; and
- (b) allow the Hirer access to the Event Space during the periods specified in Paragraph 2(g) of the Booking Form.
6. (a) The Management Company may (without incurring any liability for damages) at its discretion cancel forthwith the contract with the Hirer whether before or during the holding of the Function or any performance thereof, returning any Deposit, Catering Deposit and Room Hire Charge, plus VAT, paid by the Hirer (having deducted the reasonable administration costs of the Management Company) or interrupt the Function at any time:-
- (i) in the event of any damage to or destruction of the Event Space or the Building; or
- (ii) in the event of any strikes, lockouts, industrial action or shortages of labour or food supplies, or any other cause beyond the reasonable control of the Management Company which shall prevent it from performing its obligations in connection with any booking; or
- (iii) if in the reasonable opinion of the Management Company circumstances have arisen by reason of which there is a risk that a breach of the law or the peace or a danger to the public or damage to the Event Space or the Building will occur if the Function takes place; or
- (iv) in the event of any fire alarm, fire or other emergency evacuation
- (b) The Hirer may cancel this booking on giving not less than seven days notice in writing to the Management Company which notice shall take effect on receipt by the Management Company and in the event of such cancellation:-
- (i) if cancellation occurs more than 12 months in advance the Management Company shall refund to the Hirer any Deposit and Catering Deposit paid, plus VAT.
- (ii) if cancellation occurs between 6 and 12 months in advance the Hirer shall forfeit the Deposit
- (iii) if cancellation of a booking of the Event Space occurs:-
- (aa) less than 6 months but more than 3 months in advance the Hirer shall become liable to pay forthwith to the Management Company 50% of the Room Hire Charge, credit being given for any Deposit paid; or
- (bb) less than 3 months in advance the Hirer shall become liable to pay forthwith to the Management Company 100% of the Room Hire Charge, credit being given for any Deposit or Catering Deposit paid.
- (iv) The Hirer shall pay to the Management Company forthwith upon demand:-
- (i) any costs incurred by the Management Company (or for which the Management Company may become liable) relating to any orders placed by the Management Company on the instructions or at the request of the Hirer; and
- (ii) the reasonable administration costs incurred by the Management Company.
7. (a) The Management Company shall not be responsible for any loss, damage or injury which may be incurred or suffered by the hirer or any person attending the Event Space in connection with the function arising from any breakdown of machinery, failure of heating, cooling or ventilation or of supply of electricity or energy, leakage of water, fire action of a competent authority or any occurrence beyond the reasonable control of the management company.
- (b) The Management Company shall not be responsible for the loss of or damage to any article of any kind brought to or left in the Event Space.
- (c) The Hirer shall keep the Management Company its officers servants and agents indemnified from and against any claim arising from any act or occurrence referred to in sub-paragraphs (a) and (b) of this Condition.
- (d) Nothing in Condition 8 shall limit or exclude the Management Company's liability for:
- (a) death or personal injury or damage to property caused by negligence on
- (b) any matter in respect of which it would be unlawful for the Management Company to exclude or restrict liability.
8. Unless the Management Company shall otherwise agree in writing:-
- (a) The Hirer shall effect and maintain in full force and effect comprehensive public liability insurance in the sum of not less than £10,000,000 for the whole of the period during which the Hirer enjoys access to the Event Space for the purposes of the Function.
- (b) The Hirer shall as soon as practicable after the date hereof produce to the Management Company the policy of insurance or reasonable evidence thereof together with evidence of payment of the premium therefor.
- (c) Notwithstanding anything in these conditions to the contrary, the Hirer shall not be entitled to conduct the Function or have access to the Event Space for such purpose until Condition 9(b) has been complied with.
- (d) In the event that the Hirer has failed to effect such insurance 5 days prior to the date of the Function the Management Company shall be entitled to give notice at any time thereafter cancelling this booking forthwith. In such an event Condition 7(b)(iii)(bb) and 7(b)(iv) shall apply as if the cancellation had been effected by the Hirer.