

Terms and Conditions of Room Hire (2008 Edition)  
One Great George Street

**1 Interpretation**

1.1 In this Agreement, where the context allows, the following words and phrases shall have the following meanings:-

Agreement	These terms and conditions including the Hire Details which accompany this document and the attached appliance checklist
Belongings	All items and personal effects brought onto the Property by the Hirer and any third parties
Brochure/ Website	Each of the Manager's brochure and the Manager's website for the time being, including all the Manager's published rates for room hire, catering charges and supply of audio visual facilities applicable to the Property
Catering Charge	The agreed minimum catering spend per person multiplied by the agreed Minimum Numbers
Charge Method	The Package Rate, Daily Delegate Rate or Room Hire Charge applicable to the Hirer
Daily Delegate Rate	The charge per person attending the Event, to include the Room Hire Charge, Catering Charge, Equipment Charge and Services as agreed between the Manager and the Hirer at the time of booking
Equipment Charge	The charge for the hire of equipment provided by the Manager to the Hirer during the Hire Period
Event	The event to which the Hirer's booking relates as shown on the first page of this Agreement
Hire Period	The hire period as described in the space allocated for the Date and Times on the first page of this Agreement
Hirer	The hirer named on the first page of this Agreement
Invitees	The Hirer's employees, agents, contractors, sub-contractors, guests, delegates, exhibitors, customers or other invitees and any of them
Layout	The layout as agreed between the Hirer and the Manager
Manager	Thomas Telford Limited (registered in England with registered number 2556636 having its registered office at 1-7 Great George Street, Westminster, London, SW1P 3AA), which company manages the Property under the name "One Great George Street"
Maximum Numbers	The maximum number of delegates agreed between the Hirer and the Manager to be accommodated in the Rooms in accordance with the original Layout
Minimum Numbers	The minimum number of delegates agreed between the Hirer and the Manager for the Event as shown on the first page of this Agreement under Hire Details
Owner	The Institution of Civil Engineers (registered in England with Registered

Charity No. 210252 having its registered office at One Great George Street, Westminster, London SW1P 3AA)

Package Rate	The charge per person attending the Event, to include Room Hire Charge, Catering Charge, Equipment Charge and Services as agreed between the Manager and the Hirer at the time of booking
Property	The premises at One Great George Street, Westminster, London, SW1P 3AA including the Rooms
Provisional Hold Period	The period between the reservation being made and the Manager inviting the Hirer to confirm the booking
Room Hire Charge	The hire charge for the Rooms as shown on the first page of this Agreement under Hire Details
Rooms	The room or rooms set out on the first page of this Agreement
Services	The additional services to be provided to the Hirer by the Manager as part of the Room Hire Contract at the Hirer's request
Working Day	Any day other than a Saturday or a Sunday or a public holiday in England

1.2 References to clauses are to clauses of this Agreement and references to sub-clauses are, unless otherwise stated, references to sub-clauses of the clause in which the reference appears.

1.3 The headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

1.4 References to British Standards are to those current from time to time.

## **2 Booking Procedure**

2.1 If the Manager agrees, the Hirer may make a provisional booking. The Hirer must provide full contact details including telephone and fax numbers and email address when making a provisional booking along with details of the proposed event to the satisfaction of the Manager.

2.2 At the end of the Provisional Hold Period agreed between the Hirer and the Manager, the Manager will normally contact the Hirer to invite the Hirer to confirm the booking immediately. If the provisional booking is not confirmed within one Working Day of the Hirer being contacted by the Manager it will be cancelled unless it is extended under Clause 2.3.

2.3 The Manager may at its absolute discretion decide to extend the provisional booking for a further period. During this time the Manager may contact the Hirer to invite the Hirer to confirm the provisional booking. If the provisional booking is not confirmed within one Working Day of the Hirer being contacted by the Manager, it will be cancelled.

2.4 Notwithstanding the above, a provisional booking does not create a contract and the Manager reserves the right to cancel a provisional booking at any time during or after the Provisional Hold Period without notice.

2.5 Before confirmation of booking the Hirer, if so requested, shall inform the Manager in writing of:

- a) the purpose for which the Rooms are required;
- b) the nature of the Hirer's business or activities; and
- c) the names of affiliated companies/organisations of the Hirer and any parent or subsidiary companies of the Hirer.

The Manager will then decide in its absolute discretion whether or not the purpose and Hirer are acceptable before accepting the booking. In particular, but without limitation, organisations which the Manager in its absolute discretion considers may present a security risk or are connected with or represent political or other controversial purposes are likely to be

unacceptable.

2.6 Before confirmation of the booking the Hirer shall provide an estimate of the number of delegates attending the Event.

2.7 Bookings will only become contractually binding when the Hirer confirms them and the Manager, by signing a copy of this Agreement, accepts such booking.

2.8 If a Hirer cancels a confirmed booking, the cancellation charges in Clause 4 will apply.

### 3 Payment

3.1 Within 7 days of confirmation of the booking, the Hirer shall pay a deposit of 50% to the Manager calculated by reference to the agreed Charge Method as follows:-

3.1.1 50% of the Package Rate or Daily Delegate Rate based on the Minimum Numbers; or

3.1.2 50% of the Room Hire Charge, Equipment Charge and Catering Charge based on the minimum catering spend per person multiplied by the agreed Minimum Numbers and Services

The amount of the deposit paid will be credited on the final invoice. The deposit is refundable, subject to the provisions of Clause 4.

3.2 If there is an increase to the Minimum Numbers after payment of the deposit but before payment of the balance, the Hirer shall pay to the Manager an additional 50% deposit calculated in accordance with Clause 3.1 when such increase is agreed.

3.3 The balance of all outstanding sums shall be paid no later than one month before the Hire Period. If a booking is confirmed less than one month before the Hire Period starts, full payment is required upon confirmation as follows, depending upon the agreed Charge Method:

a) 100% of the Package Rate or Daily Delegate Rate based on the Minimum Numbers; or

b) 100% of the Room Hire Charge, Equipment Charge and Catering Charge based on the minimum catering spend per person multiplied by the agreed Minimum Numbers and Services

3.4 If there is an increase to the Minimum Numbers following payment of the balance under Clause 3.3, the Hirer shall pay to the Manager the balance owing in respect of the increased numbers when such increase is agreed.

3.5 An invoice for outstanding sums arising between the calculation of the payment of the balance and the end of the Hire Period will be issued after the Hire Period and shall be paid by the Hirer within 30 days of issue.

3.6 The Manager reserves the right to increase its Catering Charge and Equipment Charge during the interval between confirmation of booking and commencement of the Hire Period.

3.7 All prices in relation to this Agreement are stated exclusive of VAT and VAT shall be payable by the Hirer in addition where applicable.

### 4 Cancellation Charges

4.1 The Manager will not be obliged to recognise and shall not be bound by any cancellation that is not confirmed immediately in writing to the Manager. However, the Manager shall not be liable for accepting and implementing any cancellation made without such written confirmation.

4.2 If the Hirer cancels a confirmed booking, the Manager shall be entitled to be paid, subject to Clauses 4.3 to 4.5, the following cancellation charges:-

	TELFORD THEATRE AND GREAT HALL	TELFORD THEATRE AND GREAT HALL	ALL OTHER ROOMS	ALL OTHER ROOMS
If cancelled:	Bookings using a Daily Delegate Rate	Bookings based	Bookings using a Daily Delegate	Bookings based

	or other package ("the Rate")	on room hire	Rate or other package ("the Rate")	on room hire
Less than <b>three Working Days</b> before Hire Period starts	100% of the Rate times the Minimum Number or the confirmed number of delegates, whichever is the greater	100% of Room Hire Charge and 100% of catering & equipment charges	100% of the Rate times the Minimum Number or the confirmed number of delegates, whichever is the greater	100% of Room Hire Charge and 100% of catering & equipment charges
Less than <b>one week</b> but at least <b>three Working Days</b> before Hire Period starts	100% of the Rate times the Minimum Number of delegates	100% of Room Hire Charge & equipment charges and 65% of catering charges	100% of the Rate times the Minimum Number of delegates	100% of Room Hire Charge & equipment charges and 65% of catering charges
Less than <b>two weeks</b> but at least <b>one week</b> before Hire Period starts	75% of the Rate times the Minimum Number of delegates	100% of Room Hire Charge, 75% of equipment charges and 30% of catering charges	75% of the Rate times the Minimum Number of delegates	100% of Room Hire Charge, 75% of equipment charges and 30% of catering charges
Less than <b>four weeks</b> but at least <b>two weeks</b> before Hire Period starts	75% of the Rate times the Minimum Number of delegates	100% of Room Hire Charge, 50% of equipment charges and 30% of catering charges	75% of the Rate times the Minimum Number of delegates	100% of Room Hire Charge, 50% of equipment charges and 30% of catering charges
Less than <b>two months</b> but at least <b>four weeks</b> before Hire Period starts	50% of the Rate times the Minimum Number of delegates	75% of Room Hire Charge and 15% of catering & equipment charges	50% of the Rate times the Minimum Number of delegates	75% of Room Hire Charge 15% of catering & equipment charges
Less than <b>three months</b> but at least <b>two months</b> before Hire Period starts	50% of the Rate times the Minimum Number of delegates	75% of Room Hire Charge and 15% of catering & equipment charges	25% of the Rate times the Minimum Number of delegates	50% of Room Hire Charge (no cancellation charge for catering or equipment)
Less than <b>six months</b> but at least <b>three months</b> before Hire Period starts	25% of the Rate times the Minimum Number of delegates	50% of Room Hire Charge (no cancellation charge for catering or equipment)	No cancellation charges	No cancellation charges

4.3 If the Manager succeeds in re-letting the Rooms for the Hire Period following a valid cancellation of a confirmed booking, then so far as they relate to room hire the cancellation charges will be reduced by **the lower of** (i) the amount (excluding VAT) that the Manager receives from such replacement hirer for room hire; and (ii) **90%** of:

- a) the amount (excluding VAT) of any Room Hire Charges (but not catering or equipment

charges) that would have been payable by the Hirer if the Hire Period had not been cancelled; or

- b) the proportion relating to room hire (but not catering or equipment) of the Daily Delegate Rate or other Package Rate charges (excluding VAT) payable by the Hirer if the Hire Period had not been cancelled,

and if necessary a refund shall be made to the Hirer accordingly. In the case of charges based on the Daily Delegate Rate or other Package Rate the proportion of charges relating to room hire shall be determined by the Manager in its absolute discretion.

4.4 If the Hirer makes a valid cancellation more than 3 Working Days before the Hire Period starts and the Manager succeeds in re-letting the Rooms for the Hire Period then any cancellation charges for catering will be reduced on a £ for £ basis by the amount (excluding VAT) that the Manager receives from the replacement hirer for catering and if necessary a refund shall be made to the Hirer accordingly.

4.5 If the Hirer makes a valid cancellation more than 3 Working Days before the Hire Period starts then:

- a) in the case of equipment belonging to the Manager, provided the Manager succeeds in re-letting the Rooms for the Hire Period, the cancellation charges for equipment will be reduced on a £ for £ basis by the amount (excluding VAT) that the Manager receives from the replacement hirer for equipment; and

- b) in the case of equipment hired in by the Manager, the cancellation charges for equipment shall be equal to any charges that the Manager pays for such equipment or cancellation,

and if necessary a refund shall be made to the Hirer accordingly

4.6 Cancellation charges shall be paid within 30 days of invoice and where required by law shall be subject to VAT which shall be payable by the Hirer in addition.

4.7 In the event that the Hirer commits a material breach of this Agreement no charges will be refunded.

## 5 Session Times and Charges for Overrunning the Hire Period

5.1 Session times are given below. All set up and clearing away of stands, equipment and other materials whatsoever must be carried out during the hired session periods.

Morning	all rooms	0700-1300
Afternoon	all rooms	1400-1730
Evening	all rooms	1830-2300

5.2 Extensions to these times may be permitted by prior arrangement in writing. Agreed extensions outside hired session periods as stated in clause 5.1 will be subject to additional charges unless otherwise agreed in writing by the Manager.

5.3 If the Hirer or any of its Invitees fails to vacate the Property at the expiry of the Hire Period, as a minimum the Hirer will be charged and shall pay for an additional full session of hire in respect of the Rooms into which the session of hire has overrun and in addition (but without prejudice to the generality of clause 13.1), to the extent not covered by such additional charge the Hirer shall indemnify the Manager and the Owner against any sums that the Manager pays, or any discounts the Manager allows, to any subsequent hirer whose hire period has been disrupted by virtue of any such overrun, irrespective of whether or not the Manager has a legal obligation to make such payment or allow any such discount.

## 6 Facilities and Equipment

6.1 The Room Hire Charge includes cloakroom and washroom facilities and, in the lecture theatres, audiovisual equipment and technician as detailed in the Brochure/Website.

6.2 The Manager may provide other equipment upon request and hire charges for such equipment and personnel shall apply as set out in the Brochure/Website.

6.3 Equipment (whether audio visual or otherwise) may be brought onto the Property only at the Hirer's risk and only with the prior permission of the Manager. When requesting such permission the Hirer must if so required by the Manager complete the Appliance Checklist attached to this Agreement to the satisfaction of the Manager. Permission will be given or

refused at the absolute discretion of the Manager.

6.4 The Hirer shall be responsible for and ensure that any equipment supplied by the Manager or the Owner or brought onto the Property by the Hirer shall only be used by competent operators safely and without risk to health and shall not be used for any purpose other than that for which it is designed or is reasonably practicable.

6.5 The Hirer shall be responsible for (and shall indemnify the Manager and the Owner against) any liabilities, claims, losses, damages, costs or expenses arising out of:

- a) the use of any equipment brought onto the Property by or at the direction of the Hirer or any of its Invitees or the use of any such equipment in breach of Clause 6.4; or
- b) the use of, loss of or damage to any equipment hired by the Hirer or any of its Invitees from the Manager or the Owner (save to the extent resulting from the negligence of the Manager or the Owner) or the use of any such equipment in breach of Clause 6.4

and the Hirer shall ensure that all equipment referred to in sub-clause 6.5(a) has been checked to ensure that it is safe for the intended purpose in accordance with current Institution of Electrical Engineers Regulations from time to time.

6.6 The Manager reserves the right to dispose of the Hirer's or any of its Invitees' Belongings brought onto the Property in connection with the Event within 24 hours following the end of the Event without liability for the Manager or the Owner to any person.

## **7 Permitted Uses**

7.1 Provided the Maximum Numbers are not exceeded, the Rooms may be used by the Hirer during the Hire Period in the agreed Layout for meetings, seminars, conferences, exhibitions, lectures, civil partnership and marriage ceremonies and banqueting. The Rooms may not be used for any other purpose without the prior written consent of the Manager.

7.2 The Hirer acknowledges that use of the Property is subject to the terms of a Premises Licence, a summary of the terms of which is attached as the Schedule to these conditions. The Hirer shall comply (and shall procure that its Invitees shall comply with all relevant provisions of the Premises Licence applicable to the Property and the general law, bye-laws and statutory regulations and orders applicable to the Property.

7.3 The Manager and the Owner retain the right of access to the Rooms during the Hire Period but shall not unreasonably interfere with the Event's proceedings if they are in accordance with this Agreement.

## **8 Advertising, Publicity and Photography**

8.1 All activities and material prepared for or used by or on behalf of the Hirer in connection with hire of the Rooms must maintain the highest professional standards and be in keeping with the Owner's status as a professional body. Display material must not be attached to the fabric of the Property except where facilities exist for this purpose and the Manager and the Owner reserve the right to remove any such display material.

8.2 All notices and publicity material for the Event produced by or on behalf of the Hirer for display or distribution must clearly state the name of the venue as "ONE GREAT GEORGE STREET" and not the Institution of Civil Engineers. A clear indication of an address other than the Property where applications and further details of the Event may be obtained must be indicated on all publicity material, which must also give the name of the organiser and the address of the Hirer.

8.3 The hire of Rooms does not give the Hirer the right to assume, claim or imply sponsorship by the Owner or the Manager. No part of the Brochure/Website or publicity material of the Manager may be reproduced without the prior written permission of the Manager. Unauthorized reproduction will be a breach of copyright.

8.4 No photography is allowed in any of the public areas of the Property, without the prior written permission of the Manager. Photographs may be taken only within the Rooms. TV, radio and other broadcast media interviews may take place only with the prior written permission of the Manager, and then must take place only within the Rooms.

## **9 Exhibitions, Stage Sets, Large displays**

9.1 Plans of stage sets and large rigs (including without limitation audio-visual rigs and other large

displays), any proposed exhibition layout and a list of exhibitors and proposed exhibits must be submitted to the Manager for approval before stands are allocated to individual exhibitors and not less than 4 weeks before the Hire Period starts or with the booking if it is made less than 4 weeks before the Hire Period starts.

9.2 Construction and finish of fitments must be composed entirely of

- a) Non-combustible material;
- b) Inherently non-flammable material which (even if it has not been submitted to a flame proofing process nor been provided with a flame resistant finish) is 'flame-proof' in the case of a fabric when tested in accordance with the provisions of the current British Standard 3120 or in the case of other materials, has a surface spread of flame not lower than Class 1 when tested in accordance with the provisions of the current British Standard 476: Part 7 with no greater flammability throughout its thickness than its surface;
- c) Timber, hardboard or plywood rendered flame-resistant by a process of impregnation acceptable to UK local authority standard and so marked. The required standard is Class 1 for surface spread of flame when tested in accordance with the provisions of the current edition of British Standard 476: Part 7; and
- d) Durably flame proof fabric which after being submitted to a washing treatment, remains flame-proof, as determined by the method of test prescribed in the current edition of British Standard 3120.

## 10 Catering

- 10.1 All catering shall be provided by the Manager, either in house or through the event caterer appointed by the Manager. The Hirer and its Invitees may not bring food or beverages into the Property, nor may any other caterer operate in the Property.
- 10.2 The charges set out in the Brochure/Website shall apply to catering.
- 10.3 Cancellation charges shall apply to catering in accordance with Clause 4.
- 10.4 Final numbers for catering purposes shall be supplied by the Hirer at least 3 Working Days before the start of the Hire Period and such numbers will be the confirmed number of delegates for charging purposes.

## 11 Safety, Security and consideration for Neighbours

- 11.1 Fire instructions including fire escape routes are displayed inside all meeting rooms. Fire exits and routes must not be obstructed by the Hirer or any of its Invitees.
- 11.2 The Hirer shall report immediately to the Manager any incident (whether damage to persons or property, involving the police or otherwise, or any other difficulty, problem or trouble) occurring at the Property.
- 11.3 The Hirer shall ensure that the maximum legal capacity of the Rooms as stated in the Brochure/Website must not be exceeded. If this should happen or appear likely to happen, people may be refused admission or required to leave by the Manager's staff without the Manager or the Owner incurring any liability to return hire charges or otherwise to the Hirer.
- 11.4 The Owner reserves the right to refuse permission to enter the Property to anyone who does not consent to having their Belongings searched and inspected.
- 11.5 The Hirer shall ensure that all its Invitees comply forthwith with the reasonable instructions of the Manager or its staff.

## 12 Limitation of Liability

- 12.1 The Hirer's occupation of the Rooms and any other part of the Property pursuant to the terms of this Agreement is entirely at its own risk.
- 12.2 Subject to 12.7, and save for any liability accepted under Clause 12.3 or 12.4, the Manager and the Owner shall not in any circumstances be liable for any loss or for any liability of the Hirer to any of the Hirer's Invitees or other persons affected by the hiring under this Agreement or suffering any loss as a consequence.
- 12.3 Subject to the following sub-clauses of this Clause 12, the aggregate liability of the Manager and the Owner for claims under this Agreement against the Manager and/or the Owner other than those falling within Clause 12.4 shall not exceed £50,000 however that liability arises

including (without limitation) breach of contract, tort, misrepresentation, negligence, breach of warranty or breach of statutory duty to the Hirer, any of the Hirer's Invitees or any other persons affected by the hiring.

- 12.4 Subject to the following sub-clauses of this Clause 12, the aggregate liability of the Manager and the Owner for claims under this Agreement against the Manager and/or the Owner in respect of damage to or loss of tangible property shall not exceed £100,000 however that liability arises including (without limitation) breach of contract, tort, misrepresentation, negligence, breach of warranty or breach of statutory duty to the Hirer, any of the Hirer's Invitees or any other persons affected by the hiring.
- 12.5 The Manager or the Owner will not under any circumstances accept responsibility for or liability in respect of damage to or loss of any goods or articles of any kind brought into or left at the Property either by the Hirer for its own purposes or by any other person or left or deposited with any officer or employee of the Manager or the Owner.
- 12.6 The Manager and the Owner give no warranty that the Property is legally or physically fit for any specific purpose.
- 12.7 Nothing in this Agreement shall operate to exclude or restrict the liability of the Manager or the Owner for death or personal injury due to their negligence (within the meaning in the Unfair Contract Terms Act 1977), section 2(3) Consumer Protection Act 1987, any fraudulent misrepresentation or anything else that it would be unlawful for the Manager or the Owner to exclude (or attempt to exclude) or restrict liability for. If the Hirer is dealing as a consumer, nothing in this Agreement shall be construed as adversely affecting the Hirer's statutory rights.
- 12.8 Neither the Manager nor the Owner shall be liable to the Hirer for any (a) loss of profit, (b) production, (c) anticipated savings, (d) goodwill or business opportunities or (e) any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or any such party was aware of the possibility of the loss or damage arising.
- 12.9 If the Manager or the Owner for reasons beyond its control needs to make any amendment to the Hirer's booking (whether as to date, time, rooms hired or otherwise) or to cancel it, the Manager or the Owner may do so without any liability to the Hirer or any other person, but will endeavour to offer the Hirer alternative facilities and/or times.
- 12.10 Any circumstances beyond the Owner's or the Manager's control affecting the Hirer or any of its Invitees which render the Hirer or any of its Invitees unable to proceed with or attend the Event shall not entitle the Hirer or any such Invitee to any refund of charges under this Agreement save as provided in Clause 4.
- 12.11 The Hirer acknowledges that though the Manager may have recommended third party suppliers to the Hirer for the purposes of providing goods or services at or in connection with the Event, the Manager shall have no liability to the Hirer or any other person in respect of the acts or omissions of such third parties or their staff irrespective of whether or not the Manager receives a commission or other payment arising out of such recommendation.

### **13 Liability of the Hirer**

- 13.1 The Hirer shall indemnify the Manager and the Owner against all liabilities, claims, losses, damages, costs or expenses whatsoever (including without prejudice to the generality of the foregoing, theft, damage to property howsoever caused and, subject to Clause 12.7, personal injury and death) which relate directly or indirectly to the hiring whether or not it shall be latent and discovered only after the Hire Period, including without limitation any such matters arising out of the acts or omissions of the Hirer, the Hirer's Invitees or any other persons attending the Event.
- 13.2 The Manager and the Owner advise the Hirer to insure to the Manager's and the Owner's reasonable satisfaction against the risks and liability under or referred to in Clauses 6.4, 6.5, 12 and 13.1. The Hirer shall provide to the Manager on request proof that such insurance is in place to cover the said liabilities. If such proof is not provided to the Manager before the Hire Period starts, the Manager at its absolute discretion may cancel this Agreement. The Hirer shall not have recourse to the Manager or the Owner in respect of any liabilities, claims, losses, damages, costs or expenses that the Hirer or any other person may have incurred as a result of any such cancellation by the Manager.

**14 No tenancy**

The Hirer acknowledges that this Agreement only creates a personal licence and consent to occupy rooms at the Property during the Hire Period. There is no intention on the part of the Manager or the Owner or the Hirer to create a tenancy or to give the Hirer or any other person any interest in the Rooms or any other part of the Property or to confer exclusive possession of the Rooms or any other part of the Property upon the Hirer or any other person.

**15 Assignment**

Neither this Agreement nor any rights or obligations under it may be assigned or otherwise disposed of by the Hirer.

**16 Variation**

These conditions shall apply notwithstanding any other terms proposed by the Hirer and may only be varied by written agreement between the Hirer, the Manager and the Owner. These conditions supersede any prior agreement between the parties or representations (excluding fraudulent representations) (whether in any brochure or otherwise) or offers made by or on behalf of the Owner or the Manager in relation to the bookings to which these conditions relate.

**17 Termination**

The Manager and the Owner may terminate this Agreement forthwith where the Hirer is in material breach of it or (if the Hirer is a body corporate) shall be or become unable to pay its debts within the meaning in Section 123 of the Insolvency Act 1986 or shall go into receivership, administration or liquidation or (if the Hirer is an individual) shall become bankrupt or enter into an individual voluntary arrangement or otherwise shall be or become unable to pay his debts.

**18 Complaints**

Any complaints or queries relating to hire of the Rooms should be directed to the Manager.

**19 No third party rights**

Other than the Manager, the Owner and the Hirer, no person is intended to benefit from or to have any rights under this Agreement or in connection with it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act or this Agreement. This Agreement may be varied or terminated by the Manager and the Hirer without the consent of the Owner.

**20 Governing Law**

This Agreement shall be governed by and construed in all respects in accordance with English law and the parties hereto submit to the non-exclusive jurisdiction of the English Courts in respect of any dispute or matter arising out of or connected with this Agreement.

## Schedule

### Premises Licence Summary

#### **Licensable activities authorised by the licence:**

Regulated Entertainment:

- Performance of Live Music
- Playing of Recorded Music
- Performance of Dance
- Provision of facilities for making Music
- Provision of facilities for Dancing
- Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit

Late Night Refreshment

Sale by Retail of Alcohol

#### **The times the licence authorises the carrying out of licensable activities:**

Regulated Entertainment:

- Performance of Live Music: Monday to Sunday – 11:00 to 01:00
- Playing of Recorded Music: Unrestricted
- Performance of Dance: Monday to Sunday – 11:00 to 01:00
- Provision of facilities for making music: Monday to Sunday – 11:00 to 01:00
- Provision of facilities for Dancing: Monday to Sunday – 11:00 to 01:00
- Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit: Unrestricted

Late Night Refreshment: Monday to Sunday – 23:00 to 01:00

Sale by Retail of Alcohol: Monday to Sunday – 08:00 to 01:00

Annexes 1 and 3 to the Licence contain additional conditions to which the licence is subject.

#### **The opening hours of the premises:**

Monday to Sunday – 08:00 to 01:00

#### **Where the licence authorises supplies of alcohol, whether these are on and/or off supplies:**

On

## APPLIANCE CHECKLIST

(Please tick all portable appliances which the Hirer will be bringing to the Property. Enter descriptions in the spaces provided for any additional item not listed.)

1	Extension leads	
2	Portable Generator	
3	Amplifier	
4	Video	
5	Computers	
6	Slide projectors	
7	Overhead projectors	
8	Public Address System	
9	Speakers	
10	Specialist Lighting	
11	LCD Data Projector	
12	Simultaneous Interpretation Equipment	
13	Television Sets	
14	Fans	
15	Modems	
16		
17		
18		
19		
20		

All appliances tested in accordance with IEE Regulations:	Yes	
	No	

Power Requirements:	110 Volt	
	240 Volt	
	3 Phase	