



Definitions

1 In this agreement:

- 1.1 "Agreement" shall mean the agreement between the parties incorporating these General Conditions, the Booking Form and any other Special Conditions agreed between the parties;
- 1.2 "Booking Form" the booking form/quote between the hirer and the Company;
- 1.3 "Capacity" means the maximum number of persons permitted in the Venue as notified to the Hirer;
- 1.4 "Event" the conference being the purpose of hiring the Venue as set out in the Booking Form/Quote;
- 1.5 "Event Manager" means such person as may be appointed by the company to liaise with the Hirer to co-ordinate or organise the event;
- 1.6 "Fee" means the amount set out in the Booking Form/Quote;
- 1.7 "General Conditions" means the provisions of this document;
- 1.8 "Hire Period" has the meaning attributed to it in the Booking Form/Quote;
- 1.9 "Hirer" shall have the meaning attributed to it in the Booking Form/Quote;
- 1.10 "Company" means The Sussex Exchange Ltd of Queensway, St Leonards on Sea, TN38 9AG;
- 1.11 "Special Conditions" means any Special Conditions agreed between the parties either in the Booking form/Quote or otherwise in writing or email, which shall form part of this Agreement.
- 1.12 "Venue" means the allotted room (s) at The Sussex Exchange, Queensway, St Leonards on Sea, TN38 9AG.

2 Venue Hire

In consideration of the Fee, the Company agrees to permit the Hirer to use the Venue for the Conference during the Hire Period and the Hirer agrees to hire the Venue on the terms of and subject to the General Conditions and the Special Conditions of this Agreement.

3 Conflicts

Where the provisions of the Special Conditions conflict with the provisions of the General Conditions the provisions of the Special Conditions shall prevail.

4 Charges

- 4.1 Subject always to the other provisions of the Agreement, the Hirer will pay to the Company (without set off or deduction) the Fee on the dates set out in the Booking Form/Quote.
- 4.2 The Company shall promptly notify the hirer of any shortfall with regard to the Fee which shall be paid by the hirer to the Company in accordance with the payment provisions set out in the Booking Form/Quote.

- 4.3 Without prejudice to the other provisions of this Agreement, the Company shall be entitled to charge the Hirer the cost/expense in respect of damage, loss, exceptional cleaning and the like occasioned to the Venue. The Company shall be entitled to charge the Hirer for the cost of replacement (at the current market value) for the non-return of equipment borrowed for said Event (laptops, cables, speakers, microphones etc). Such Fee will be notified to the Hirer within 24 hours of the Event taking place. Return of said equipment in the same condition as borrowed within 48 hours of the Event will mean no such Fee's will be appointed.
- 4.4 If the Hirer fails to make any payment due to the Company under this Agreement by the due date for payment then, without limiting the Companies remedies under clause 10, the Hirer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 4.5 If the scope or nature of the Event changes from that set out in the Booking Form/Quote, the Hirer agrees to pay and shall be responsible for any additional costs and charges, as agreed by the parties in writing.
- 4.6 The Company reserves its right to increase its charges, provided that such charges cannot be increased more than once in any 12 month period. The Company will give the Hirer written notice of any such increase one month before the proposed date of the increase. If such increase is not acceptable to the Hirer, it shall notify the Company in writing within one week of the date of the Companies notice and the Hirer shall have the right to cancel any Event which would be subject to the price increase without penalty.
- 4.7 All amounts payable by the Hirer are inclusive of VAT.

5 Cancellation or Reduced Numbers

- 5.1 If the Event is cancelled by the Hirer at any time before the Event is due to take place then the following cancellation charges shall apply:
- 5.1.1 Cancellation more than 60 days prior to the start of the event: **20% of the Fee;**
- 5.1.2 Cancellation more than 30 days but less than 60 days prior to the start of the event: **50% of the Fee;**
- 5.1.3 Cancellation less than 30 days prior to the start of the event: **100% of the Fee.**
- 5.2 Where the Event includes the provision of food and refreshments by the Company, the Hirer shall be charged according to the number of attendees and amount of food ordered and prepared, irrespective of the number of attendees on the day of the Event.

6 Hirer's Obligations

The Hirer shall:

- 6.1 Pay promptly on the terms provided all sums and charges in respect of the Fee and any charges or otherwise;
- 6.2 Pay the Fee on the dates specified in the Booking Form/Quote/Invoice and all other sums due under this Agreement or otherwise within fourteen (14) days of delivery of an invoice;
- 6.3 Use its best endeavours to ensure that the Event and all things connected with it are conducted in a proper and orderly manner;
- 6.4 Provide the Company with such information about the Event (including but not limited to its purpose) as the Company so reasonably requires;
- 6.5 Ensure that no sound checks, performances, filming or any of the like occur without prior consent by the company in writing. Such requests must be completed upon booking.
- 6.6 Satisfy itself as regards the facilities and services available at the Venue and acknowledges that the Company shall not be responsible for the inadequacy of such facilities, services or specification;

- 6.7 Ensure that any equipment brought onto the premises (laptops, TV's or any of the like) which will be plugged into the mains electricity, entertainers or any other third parties (any of which must be approved in advance by the Company in writing) put in place and maintain their own insurance in respect of public liability cover (minimum cover £10 million) and the equipment introduced into the Venue for the Event are PAT tested, complies with all the safety regulations, is correctly/properly used and operated, and is in good and safe working order;
- 6.8 Not bring in or permit to be brought in any food, drink or refreshment of any kind for the use of patrons other than as agreed with the Company in advance in writing;
- 6.9 Book any required equipment for the Event prior to arrival, and where it makes use of the Company equipment, not download any software onto such equipment and shall return such equipment to the Company in the same condition as received (including cables and telephones);
- 6.10 Be responsible for clearing up any mess from the Event.

7 Obligations of the Owner

The Company undertakes with the Hirer:

- 7.1 On the commencement of the Hire Period to give access to the Venue to the Hirer free from obstructions and in good condition;
- 7.2 To advise the Hirer of any health and safety requirements applicable to the Venue together with any other rules of conduct applicable to the Event or Venue;
- 7.3 To provide relevant information as requested by the Hirer in connection with the Event;
- 7.4 To comply with the applicable statutes and the rules and regulations of any local or other competent authority where a breach of which would restrict or prevent the staging of the Event.

8 Acknowledgements

The Hirer confirms and acknowledges to the Company that:

- 8.1 The Company shall have the right at its sole reasonable discretion to either implement additional hire charges or re-allocate the function rooms to meet any increase or decrease in the number of delegates attending the Event.
- 8.2 The Company shall have the right at its sole discretion to object to and require cessation of any song, speech, dialogue, performance, motion or costume which it may consider distasteful, prejudicial or contrary to law;
- 8.3 The Company shall have the right at its sole discretion to refuse entry or evict any delegate, worker or other person admitted to the Venue;
- 8.4 It shall be responsible for making all administrative and other arrangements to ensure that the maximum number of persons in the Venue other than and the Venue staff and personnel of the Company does not exceed the Capacity, such arrangements to be approved by the Company.
- 8.5 It shall not increase its guests beyond the agreed number as set out in the Booking Form/Quote without the prior written agreement of the Company; and
- 8.6 Its booking is limited to the Venue and it has no right to occupy or otherwise use any other rooms or communal areas in the building.

9 Cancellation and Closure

- 9.1 The Company may at any time close the Venue and cancel the Event in the case of force majeure event including fire, epidemic, wars, strikes, lockout and industrial disputes, civil commotion, earthquakes, act of God or other reason which the Company reasonably considers necessary or desirable in which event neither party shall be entitled to any remuneration, damages etc. arising from such closure save as provided in this Agreement.
- 9.2 In the event of cancellation or suspension pursuant to clause 9.1 above, the Company shall be under no liability to the Hirer or any other third parties for any loss which they may sustain in consequence of any such cancellation or suspension.

10 Termination

- 10.1 The Company shall be entitled to terminate this Agreement forthwith on notice to the Hirer in the event that:
- a) Any monies due and payable under this Agreement (whether demanded or not) have not been paid on the due dates for payment; or
 - b) The Event might, in the reasonable opinion of the Company, damage the Company's reputation.
- 10.2 Any termination of this Agreement shall be without prejudice to any rights or remedies that may have accrued to their party.

11 Notice

Any notices required to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly served if hand delivered or sent by fax within the United Kingdom or by first class registered or recorded delivery post and outside the United Kingdom by registered airmail post correctly addressed to the relevant party's address as specified in this Agreement or of such other address as either party may designate from time to time in accordance with this clause.

12 Miscellaneous

- 12.1 **Corporate Hirer:** If the Hirer is a corporate body, the Hirer must no later than 24 hours in advance of the commencement of the Hire Period notify the Company in writing the name, address and the telephone number of an individual who will be personally responsible to the Company for the obligations of the Hirer under the Agreement jointly severally with the Hirer.
- 12.2 **Access to the Venue Prior or After the Event:** Any required access to the Venue prior to or after the Event must be agreed in advance with the Company and shall be subject to the availability of the Venue and the Companies sole discretion. The Company reserves the right to charge for such access.
- 12.3 **User:** No part of the Venue is to be used for any purpose other than the purpose set out in the Agreement. No part of the Venue is to be used for any unlawful purpose or in any unlawful way.
- 12.4 **Electrical Fittings:** No lighting, heating, power or other electrical fittings or appliances in the Venue are to be altered, moved or in any way interfered with.
- 12.5 **Decorations:** No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Venue nor is any adhesive substance to be attached to it. No placards or other articles are to be fixed to any part of the Venue no floor coverings shall be installed unless approved by the Company in advance and fixed under the supervision of the Company.
- 12.6 **Use of Lasers and Flames:** No open flames, smoke machines, laser or other pyrotechnics shall be permitted at the Venue without prior permission of the Company whose decision will be final.
- 12.7 **Signage:** No signage shall be displayed in the Venue, including roller banners or signs in Reception without the prior permission of the Company whose decision will be final.
- 12.8 **Outdoor Activities:** Authorisation from the Company must be sought for any planned outdoor activities.

- 12.9 **Insurance:** All Hirers should ensure they have adequate insurance protection in place to cover, for example, cancellation of the Event.
- 12.10 **Statutory Requirements:** The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Venue or which would or might vitiate in whole or in part any insurance effected in respect of the Venue. For example, the Hirer must not breach any of the Venue's terms of use which would put the Company in breach of its licences for the Venue.
- 12.11 **Broadcasting and Filming:** The Hirer is not to grant broadcasting or filming rights without the prior consent of the Company.
- 12.12 **Smoking:** Smoking is not to be permitted in the Venue.
- 12.13 **Expiration of Hire Period:** At the expiration of the Hire Period the Hirer shall remove all personal belongings. The Company reserves the right to charge for late departures rounded up to the hourly Fee of £20.00 per hour for additional time.
- 12.14 **Personal Agreement:** The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-contracted.
- 12.15 **Right of Entry:** The company reserves the right for duly authorised members or officers or employees or the Company to enter the Venue at any time for any authorised purpose.
- 12.16 **Parking:** Parking is available at the Venue on a first come first served basis. The Hirer and its attendees, guests and agents must comply with any parking rules in place.

13 Liability

- 13.1 Any use made by the Hirer of the Venue's or the Companies equipment and facilities shall be entirely at the Hirer's own risk. Any items brought into the Venue or surrounding area by the Hirer (including but not limited to vehicles left in the carpark) are left at the Hirer's or any attendee's own risk.
- 13.2 The Company will not be liable for the death of or injury to any person attending the Venue or making use of any of the equipment or facilities in connection with the Event or any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or any attendee in the exercise of rights granted by the Agreement except where such death, injury or loss is due to the negligence of the Company.
- 13.3 The Company will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Venue either by the Hirer for its own purposes or by any other person or left or deposited with any officer or employee of the Company.
- 13.4 The Company will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Venue to be temporarily closed or the hiring interrupted or cancelled.
- 13.5 The Hirer shall be responsible for any damage incurred during the Event and shall pay the Company on demand the amount required to make good any such damage and for reimbursement of any business lost by the Company as a result of such damage.

14 General

- 14.1 This Agreement sets out the entire agreement between the Hirer and the Company. Any additional conditions or amendments shall be of no effect unless agreed in writing by both parties.
- 14.2 The Agreement shall not be assigned or sub-contracted in whole or in part by the Hirer without the prior written consent of the Company.
- 14.3 No third party shall have a right to enforce any provisions of this Agreement.

- 14.4 If any of the provisions of this Agreement are found by the court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect, notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provisions they found to be void or unenforceable.
- 14.5 The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other parties and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.
- 14.6 This Agreement shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Signed by Hirer

Date

Signed for and on behalf of

The Sussex Exchange Ltd

Date