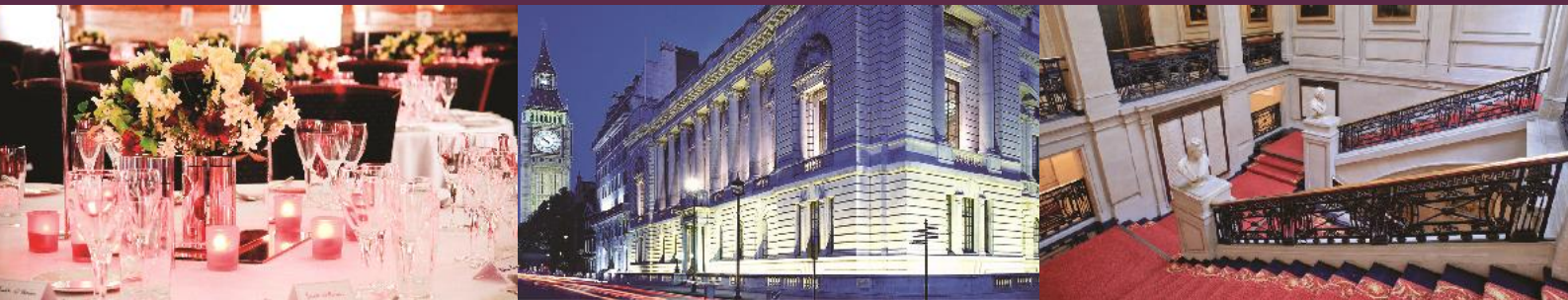


One Great George Street's
Private Hire Terms & Conditions

(2018 Version)



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 Schedule), the Hire Form, the Function Sheet, the attached appliance checklist, and those of the Manager's standard rates and Maximum Legal Capacities set out in Brochure/Website which apply to this Agreement from time to time accordance with its terms, in each case, as varied or amended from time to time in accordance with this Agreement.
Belongings	All items and personal effects brought onto the Property by the Hirer and any Invitees.
Brochure/ Website	Each of the Manager's online brochure and the Manager's website from time to time, accessible via the link(s) provided by the Manager to the Hirer, including those of the Manager's published rates for room hire, catering and supply of audio visual facilities, and the maximum legal capacity for each of the rooms, in each case, to the extent applicable from time to time in accordance with this Agreement.
Catering	The catering (if any) specified in the Hire Form (subject to any additional specifications and/or variations set out in the Function Sheet) to be provided by, or on behalf of, the Manager to the Hirer but subject to any variation to the same effected, and/or any additional catering to be supplied by or on behalf of the Manager, from time to time in accordance with this Agreement.
Equipment	The equipment (if any) specified in the Hire Form (subject to any additional specifications and/or variations set out in the Function Sheet) to be provided (on a hire basis) by, or on behalf of, the Manager to the Hirer during the Hire Period, but subject to any variation to the same effected, and/or any additional equipment to be supplied (on a hire basis) by or on behalf of the Manager, from time to time in accordance with this Agreement.
Event	The event to which the Hirer's booking relates as shown on the Hire Form.
Function Sheet	The document agreed between the parties nearer to the start of the Hire Period, setting out any additional specifications for the Event and any variations to the terms previously agreed between the parties.
Hire Form	The front signature page to this Agreement setting out the hire details.
Hire Period	The hire period as described in the space allocated for the Date and Times on the Hire Form, but subject to any amendment to the same effected in accordance with this Agreement from time to time.
Hirer	The hirer named on the Hire Form.
Invitees	The Hirer's guests, employees, agents, contractors, sub-contractors, and any other persons invited by any of the aforementioned categories of Invitee.
Layout	The layout specified in the Function Sheet or as otherwise 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 Invitees agreed between the Hirer and the Manager to be accommodated in the Room(s) in accordance with the original Layout.
Maximum Legal Capacity	The maximum number of Invitees which each of the respective Room(s) is legally permitted to hold, as stated in the Brochure/Website.
Minimum Numbers	The minimum number of Invitees specified in the Hire Form but subject to any variation to the same effected in accordance with this Agreement from time to time.
Owner	The Institution of Civil Engineers (registered in England with Registered Charity No. 210252 having its registered office at 1-7 Great George Street, Westminster, London SW1P 3AA).
Package Charges	The charges for any Catering, Equipment and other Services, calculated in accordance with clause 5.1.2.
Package Rate	The rate applicable to the Package Charges, as specific in the Hire Form but subject to any variation to such rate effected from time to time in accordance with this Agreement.
Property	The premises at One Great George Street, Westminster, London, SW1P 3AA including the Room(s).
Provisional Hold Period	Such period, as determined by the Manager and communicated to the Hirer, and commencing on the date a provisional booking is accepted by the Manager.
Room Hire Charge	The charge for the hire of the Room(s) as specified in the Hire Form but subject to any variation to such charge effected, and/or any additional charge applicable to Room(s) hire payable by the Hirer, from time to time in accordance with this Agreement.
Room(s)	The room or rooms specified in the Hire Form but subject to any variation to the same effected, and/or any additional room(s) to be made available to the Hirer, from time to time in accordance with this Agreement.
Services	The additional services (if any) specified in the Hire Form (subject to any additional specifications and/or variations set out in the Function Sheet) to be provided to the Hirer by, or on behalf of, the Manager but subject to any variation to the same effected, and/or any additional services to be supplied by or on behalf of the Manager, from time to time in accordance with this Agreement.
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.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of this agreement shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.6 A reference to a party or parties is a reference to the Manager and/or the Hirer.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.9 Any words following the terms including, include, in particular or for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to writing or written includes email.

2. Provisional Bookings

PROVISIONAL BOOKINGS ARE AT THE SOLE DISCRETION OF THE MANAGER AND DO NOT CREATE A BINDING CONTRACT UNLESS THE PROVISIONAL BOOKING BECOMES A CONFIRMED BOOKING IN ACCORDANCE WITH CLAUSE 3.

- 2.1 If the Manager agrees, the Hirer may make a provisional booking, for the purposes of which, 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, the Manager will normally contact the Hirer to invite the Hirer to make a Confirmed Booking in accordance with clause 3. If a Confirmed Booking is not made within 3 Working Days of the Hirer being contacted by the Manager the provisional booking 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 Hold Period for a further period as communicated to the Hirer. At the end of this period, the Manager may contact the Hirer to invite the Hirer to make a Confirmed Booking in accordance with clause 3. If a Confirmed Booking is not made within 3 Working Days of the Hirer being contacted by the Manager, the provisional booking 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.

3. Confirmed Bookings

THE FOLLOWING SETS OUT THE PROCEDURE BY WHICH A BINDING CONTRACT IS MADE BETWEEN THE MANAGER AND THE HIRER

- 3.1 A booking (whether pursuant to a provisional booking or otherwise), and this Agreement insofar as it relates to such booking, will only become contractually binding as a confirmed booking (**Confirmed Booking**) when each of the following is satisfied (except to the extent otherwise specified below):
- (a) the Hirer signs this Agreement and returns it to the Manager; and
 - (b) the Hirer pays to the Manager, the deposit in accordance with clause 6.1 or, where applicable, full payment in accordance with clause 6.3; and
 - (c) the Hirer provides to the Manager proof of the insurance required by clause 4 (unless, either such requirement is waived in accordance with clause 4, or the Manager proceeds to accept such booking in accordance with clause 3.1(d) without such proof of insurance which, for the avoidance of doubt, shall not in itself constitute a waiver of the insurance requirement under clause 4 but simply an acknowledgement that proof of the same is not required at the outset for the purposes of this clause 3.1); and
 - (d) the Manager, by signing this Agreement (whether the version signed by the Hirer or a counterpart of that version), accepts such booking as a Confirmed Booking and communicates the same to the Hirer (and the date of such acceptance shall be the **Booking Date**).
- 3.2 For the purposes of the Manager determining whether or not to enter a Confirmed Booking (whether pursuant to a provisional booking or otherwise), the Hirer shall, if so requested, inform the Manager in writing of the purpose for which the Room(s) are required, and the Manager will then decide in its absolute discretion whether or not the purpose and the Hirer are acceptable for the purposes of deciding whether or not to enter into a Confirmed Booking. In particular, but without limitation, the Manager may in its absolute discretion refuse to enter into a Confirmed Booking if it considers there may be a security risk or other controversial purposes which are likely to be unacceptable. Subject to the Manager entering into a Confirmed Booking, the Hirer hereby warrants and represents to the Manager that all of the information provided to the Manager pursuant to this clause 3.2 (whether on, before or after the Booking Date) is accurate, complete and not misleading and this warranty shall be repeated on each day from (and inclusive of) the Booking Date to (and inclusive of) the last date of the Hire Period.
- 3.3 As a condition of the Manager accepting a booking as a Confirmed Booking, the Hirer shall provide an estimate of the number of Invitees attending the Event.
- 3.4 If the Hirer cancels a Confirmed Booking, the cancellation charges in clause 7 will apply.

4. **Insurance**

THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THE INSURANCE REQUIREMENTS IN THIS CONDITION 4.1

- 4.1 Unless such requirement is waived by the Manager in writing, the Hirer shall take out such insurance to the Manager's reasonable satisfaction against the following risks and liabilities:
- 4.1.1 all liabilities (including death and personal injury), claims, losses damages, costs or expenses for which the Hirer is responsible under clauses 9.4, 9.5 and 16; and
 - 4.1.2 all liabilities, claims, losses, damages, costs or expenses whatsoever (including without prejudice to the generality of the foregoing, theft, damage to property and 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, caused by or arising out of the acts or omissions of the Hirer or any of the Hirer's Invitees,

and, without prejudice to clause 3.1(c), the Hirer shall provide to the Manager, at the Manager's request, proof that such insurance is in place to cover the above liabilities.

5. **Charges**

5.1 Subject to clause 5.2, clause 5.3 and clause 5.4, the charges payable by the Hirer to the Manager, shall be the aggregate of the following:

5.1.1 the Room Hire Charge; and

5.1.2 the Package Charges, which shall be higher of:

(a) the Package Rate multiplied by the Minimum Number; or

(b) the Package Rate multiplied by the confirmed number of Invitees due to attend the Event as communicated by the Hirer to the Manager in accordance with clause 13.2,

and such amount shall be deemed to be inclusive of any Equipment, any Catering and any other Services which the Manager has agreed to provide to the Hirer.

5.2 Without prejudice to any variation or addition effected in accordance with clause 5.3, any variation or addition to the Room(s), the Equipment, the Services, the Catering, the Minimum Number, the Hire Period (including Session Times), the Room Hire Charge, the Package Rate or the confirmed number of Invitees (if previously communicated to the Manager by the Hirer in accordance with clause 13.2) shall only be binding to the extent set out in the Function Sheet or as otherwise agreed in writing between the Manager and the Hirer.

5.3 During the 3 days prior to the start of the Hire Period, and during the Hire Period itself, any variation or addition of the kind referred to in clause 5.2, may be agreed between the parties otherwise than in writing, and in the event such a variation or addition is so agreed, the Manager shall be entitled to charge for all additional commitments in the amount(s), or by reference to the revised rates, agreed between the parties for such purposes or, to the extent not agreed, by reference to the applicable rates set out in the Brochure/Website.

5.4 The amounts payable by the Hirer in accordance with this clause 5, are without prejudice to any other charges and amounts expressly required to be paid by the Hirer under and in accordance with any other provision in this Agreement, but such other provision shall not operate so as to duplicate any amount payable by the Hirer under this clause 5.

6. **Payment and Deposit**

6.1 When the Hirer signs this Agreement and returns it to the Manager, and as condition of the Manager accepting a booking as a Confirmed Booking and entering into this Agreement, the Hirer must pay a deposit of £2,000 to the Manager towards the charges payable by the Hirer, and any other liabilities of the Hirer, under this Agreement, and such deposit shall only be regarded as having been paid when it is received by the Manager in full and in cleared funds. The amount of the deposit paid will be credited against the overall charges payable by the Hirer and/or any other liabilities of the Hirer under this Agreement. In the event of:

6.1.1 the Hirer cancelling a Confirmed Booking, and without prejudice to any additional amount which may be due from Hirer under this Agreement, the deposit will be used towards satisfaction of any cancellation charges incurred under clause 7, and any balance not used towards satisfaction of any cancellation charges and/or any other liabilities owing to the Manager or the Owner shall be refunded to the Hirer; or

- 6.1.2 the Manager not accepting a booking as a Confirmed Booking, the deposit will be returned in full to the Hirer.
- 6.2 The balance of all outstanding known and estimated sums (or as close to full balance as can be ascertained at that point) shall be paid, in cleared funds, no later than one month before the start of the Hire Period or within 30 days following the date of issue of the Manager's invoice for the same, whichever is later.
- 6.3 If a booking is accepted as Confirmed Booking and the Booking Date is (or is reasonable expected to be) less than one month before the Hire Period starts, then as a condition of the Manager accepting such booking as a Confirmed Booking and entering into this Agreement, the Hirer shall, when returning this Agreement signed by the Hirer, pay the full amount of all known and estimated sums required to be paid by the Hirer under this Agreement (or as close to the full amount as can be ascertained at that point) as follows:
- 6.3.1 100% of each of the Room Hire Charge; and
- 6.3.2 100% of the Package Charges based on the Minimum Number or the confirmed numbers of Invitees under clause 5.1.2(b) (whichever is higher at that point)

and such amount shall only be regarded as having been paid when it is received by the Manager in full and in cleared funds.

- 6.4 If there is an increase to the Minimum Number, or the confirmed number of Invitees under clause 5.1.2(b), or if there is any other change which results in an increase in any of the overall charges payable by the Hirer in accordance with this Agreement following payment of the balance under clause 6.2 (or, as the case may be, the full payment under clause 6.3), the Hirer shall, within 24 hours of receiving the Manager's invoice for the same, pay to the Manager in full and in cleared funds, such further amount agreed between the parties for such purposes or, to the extent not agreed, such further amount calculated and communicated by the Manager to the Hirer by reference to the applicable rates set out in the Brochure/Website.
- 6.5 An invoice for any and all outstanding charges and/or further charges and other amounts payable by the Hirer in accordance this Agreement, beyond those already paid or invoiced, will be issued by the Manager to the Hirer following end of the Hire Period, and the Hirer shall pay such amounts in full and in cleared funds after the Hire Period and shall be paid by the Hirer within 30 days of issue.
- 6.6 In the event that the Hirer makes an overpayment, the Manager, shall pay the amount of such overpayment to the Hirer within 30 days after the end of the Hire Period, to the extent that such amount still constitutes an overpayment at that point.
- 6.7 All prices stated in relation to this Agreement (whether in the Hire Form or otherwise) are stated exclusive of VAT, which the Hirer shall pay in addition at the applicable rate.
- 6.8 If the Hirer fails to pay any amount properly due and payable by it under this Agreement, the Manager shall have the right to charge interest on the overdue amount at the rate of 2% per annum above the base rate for the time being of HSBC Bank Plc accruing on a daily basis from the date of default up to the date of actual payment, whether before or after judgment.

7. **Cancellation Charges**

THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THE CANCELLATION CHARGES PAYABLE BY THE HIRER UNDER THIS CLAUSE 7 IF THE HIRER CANCELS A CONFIRMED BOOKING

- 7.1 The Hirer may, by giving written notice to the Manager, cancel a Confirmed Booking at any time except that if the Hirer does so, the cancellation charges set out in this clause 7 will apply. Any termination of this

Agreement by the Hirer where the Manager has not committed a material breach of its terms, or any termination of this Agreement by the Manager in accordance with clause 21.1, shall be deemed to be a cancellation by the Hirer to which this clause 7 will apply. A cancellation of a Confirmed Booking shall take place:

7.1.1 on the date the cancellation notice is received by the Manager; or

7.1.2 if no cancellation notice is served, but the Agreement is terminated in circumstances in which the Hirer is deemed to have cancelled a Confirmed Booking under this clause 7, on the date on which this Agreement terminates.

7.2 If the Hirer cancels a Confirmed Booking, the Hirer shall pay to the Manager, subject to clauses 7.3 and 7.4, the following cancellation charges:

If cancelled:	TELFORD THEATRE AND GREAT HALL*	ALL OTHER ROOMS*
Less than three Working Days before Hire Period starts	100% of Room Hire Charge and 100% of the Package Charges*	100% of Room Hire Charge and 100% of the Package Charges*
Less than one week but at least three Working Days before Hire Period starts	100% of Room Hire Charge and 100 % of the Package Charges*	100% of Room Hire Charge and 100% of the Package Charges*
Less than two weeks but at least one week before Hire Period starts	100% of Room Hire Charge and 75% of the Package Charges*	100% of Room Hire Charge and 75% of the Package Charges*
Less than four weeks but at least two weeks before Hire Period starts	100% of Room Hire Charge and 75% of the Package Charges*	100% of Room Hire Charge and 75% of the Package Charges*
Less than two months but at least four weeks before Hire Period starts	75% of Room Hire Charge and 50% of the Package Charges*	75% of Room Hire Charge and 50% of the Package Charges*
Less than three months but at least two months before Hire Period starts	75% of Room Hire Charge and 50% of the Package Charges*	50% of Room Hire Charge and 50% of the Package Charges*
Less than six months but at least three months before Hire Period starts	50% of Room Hire Charge	No cancellation charges
Less than nine months but at least six months before Hire Period starts	Only £2,000 plus VAT is retained as a cancellation charge	No cancellation charge

*For the purposes of applying the cancellation charges, the relevant Package Charges shall be calculated by reference to the Minimum Number of Invitees only, unless the date on which the cancellation takes place is

less than 2 weeks before the Hire Period starts and the Hirer has provided the confirmed number of Invitees, in which case the relevant Package Charges shall be calculated by reference to the confirmed number of Invitees.

- 7.3 If the Manager succeeds in re-letting the Room(s) for all or any part of the Hire Period following a cancellation of a Confirmed Booking then, subject to clause 7.4 and clause 7.5, the cancellation charges shall be reduced on a £ for £ basis by the amount (excluding VAT) that the Manager receives from the replacement hirer, but only to the extent that such amount received from the replacement hirer covers a period which falls within the Hire Period.
- 7.4 Under no circumstances shall any and all refunds to the Hirer under this clause 7, exceed the amount actually received by the Manager from the Hirer under this Agreement.
- 7.5 The maximum amount of the cancellation charges shall be £50,000 and in no event shall they exceed the amount paid and/or payable by the Hirer under this Agreement.
- 7.6 The Manager shall confirm to the Hirer in writing within 30 days following the date of cancellation, the amount of any cancellation charges, and whether any payment is required to be made by the Hirer, or whether any refund is required to be made by the Manager. To the extent that any cancellation charges exceed the amount already paid by the Hirer, the difference shall be paid by the Hirer to the Manager within 30 days of the Manager's invoice and where required by law shall be subject to VAT which shall be payable by the Hirer in addition. To the extent that the amount already paid by the Hirer exceeds any cancellation charges, the difference shall be paid by the Manager to the Hirer within 45 days of the date of cancellation.
- 7.7 In the event that clause 7.3 applies, and to the extent that its application entitles the Hirer to a refund which was not reflected in any calculation and/or payments made under clause 7.6, the Manager shall recalculate the overall cancellation charges, and to the extent that such recalculated cancellation charges are lower than those already paid by the Hirer, the Manager shall refund the difference to the Hirer.

8. Access Times and Charges for Overrunning the Hire Period

THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO CLAUSES 8.1 AND 8.2 WHICH REFERS TO ADDITIONAL CHARGES TO BE PAID BY THE HIRER IF THEY STAY BEYOND THE END OF THE HIRE PERIOD

- 8.1 All set up and clearing away of stands, equipment and other materials whatsoever must be carried out by the Hirer during the permitted access times during the Hire Period (**Access Times**) as specified in the Hire Form or, if different, the Function Sheet. Extensions to the Access Times may be permitted by prior arrangement in writing, but at the Manager's sole discretion. Agreed extensions to the Access Times and/or Hire Period will be subject to the additional charges notified or otherwise communicated to the Hirer for such purpose.
- 8.2 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 the additional time according to the following hourly rates: £380 per hour (proportionately for any part hour) plus VAT for time up midnight and £550 per hour (proportionately for any part hour) plus VAT for time after midnight. In addition (but without prejudice to the generality of clause 16), to the extent not covered by such additional charge, the Hirer shall be responsible for paying to the Manager and the Owner any costs, expenses and other liabilities that the Manager or Owner incur to any other hirer caused by the delay in the subsequent hirer having access to their hired areas as a result of the overrun, and/or any discounts that the Manager or Owner (acting reasonably) offer any subsequent hirer in compensation for delay in accessing the hired areas.

9. **Facilities and Equipment**

THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 9.5 WHICH SETS OUT THE HIRER'S OBLIGATION TO INDEMNIFY THE MANAGER AND THE OWNER AGAINST CERTAIN LOSSES

- 9.1 The Room hire includes cloakroom and washroom facilities and, in the lecture theatres, audiovisual equipment and technician as detailed in the Hire Form or, if different, the Function Sheet.
- 9.2 Where this Agreement, provides for the supply of Equipment, the Manager shall supply (by way of hire) the Equipment for use at the Event.
- 9.3 Equipment (whether audio visual or otherwise), not being the Equipment, or the equipment referred to in clause 9.1, 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.
- 9.4 The Hirer shall ensure that the Equipment and any other equipment supplied by the Manager or the Owner and any equipment brought onto the Property by the Hirer, shall only be used by or behalf of the Hirer by competent operators safely and without risk to health and safety and shall not be used for any purpose other than that for which it is designed or is reasonably practicable.
- 9.5 The Hirer shall be responsible for (and shall indemnify each of the Manager and the Owner against) any and all liabilities, claims, losses, damages, costs and 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 9.4; or
 - (b) the use of, loss of, or damage to, any Equipment or other equipment hired by the Hirer or any of its Invitees from the Manager to the extent resulting from the negligence or misuse by the Hirer or any Invitee, or any breach of this Agreement by the Hirer or the use of any such equipment in breach of clause 9.4,
- and the Hirer shall ensure that all equipment referred to in sub-clause 9.5(a) has been checked to ensure that it is safe for the intended purpose and meets standards equivalent to those required under PAT Testing Regulations.
- 9.6 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 3 days following the end of the Event without liability of the Manager or the Owner to any person.

10. **Permitted Uses**

- 10.1 Provided the Maximum Numbers are not exceeded, the Rooms may be used by the Hirer during the Hire Period in the agreed Layout for the purpose of the Event only. The Room(s) may not be used for any other purpose without the prior written consent of the Manager.
- 10.2 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 in the Schedule to this Agreement. 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.
- 10.3 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.

11. Advertising, Publicity and Photography

- 11.1 All activities and material prepared for or used by or on behalf of the Hirer in connection with hire of the Room(s) 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.
- 11.2 All invitations for the Event must clearly state the name of the venue as "ONE GREAT GEORGE STREET" and not the Institution of Civil Engineers.
- 11.3 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.
- 11.4 Photographs may be taken only within the hired Room(s) and areas. No photography is allowed in any areas of the Property (other than the Room(s)) without the prior written permission of the Manager.

12. Stage Sets, Large displays

THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 12.1 WHICH SETS OUT A DEADLINE FOR THE PROVISION OF CERTAIN INFORMATION BY THE HIRER TO THE MANAGER

- 12.1 Plans of stage sets and large rigs (including without limitation audio-visual rigs and other large displays) must be submitted to the Manager for approval not less than 4 weeks before the Hire Period starts or within 3 Working Days following a Confirmed Booking if the Confirmed Booking is made less than 4 weeks before the Hire Period starts. Any approval shall be at the Manager's discretion.
- 12.2 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.

13. Catering

THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 13.2 WHICH SETS OUT A DEADLINE FOR THE PROVISION OF CERTAIN INFORMATION BY THE HIRER TO THE MANAGER

- 13.1 Where this Agreement provides for the supply of Catering, 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.
- 13.2 Final numbers of Invitees 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 Invitees for the purpose of clause 5.1.2(b) and, where applicable, any cancellation charges.

14. Safety, Security and consideration for Neighbours

- 14.1 Fire instructions including fire escape routes are displayed inside all Room(s). Fire exits and routes must not be obstructed by the Hirer or any of its Invitees.
- 14.2 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.
- 14.3 The Hirer shall ensure that the Maximum Legal Capacity of the Room(s) 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.
- 14.4 Each of the Owner and the Manager reserves reserves the right to refuse permission to enter the Property to anyone who does not consent to having their Belongings searched and inspected.
- 14.5 The Hirer shall ensure that all its Invitees comply forthwith with the reasonable instructions of the Manager and/ or its staff.

15. Limitation of Liability

THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE 15 WHICH LIMITS, AND IN SOME CASES, EXCLUDES, THE LIABILITY OF THE MANAGER AND THE OWNER

- 15.1 The Hirer accepts that the Owner is not a party to this Agreement and as such, but subject to clause 15.3, the Owner shall not be liable to the Hirer, or to any of the Invitees for any loss or liability whatsoever, incurred by the Hirer or any of the Invitees, provided that, in the event that the Owner is, in spite of this clause 15.1, liable to the Hirer or to any of the Invitees, such liability of the Owner shall be subject to the other limitations and exclusions in this clause 15 which are expressed to apply to the Owner.
- 15.2 Subject to clause 15.3, the Manager shall not, in any circumstances, be liable to any of the Invitees, for any loss or for any liability whatsoever incurred by any of the Invitees, provided that, in the event that the Manager is, in spite of this clause 15.2, liable to any of the Invitees, such liability of the Manager shall be subject to the other limitations and exclusions in this clause 15 which are expressed to apply to the Manager.
- 15.3 Nothing in this Agreement shall operate to exclude or restrict the liability of the Manager or the Owner:
- (a) for death or personal injury due to their negligence; or
 - (b) arising under section 2(3) Consumer Protection Act 1987; or
 - (c) for breach of the terms implied by the Consumer Rights Act 2015 relating to the supply of goods (including any implied term as to quality, or fitness for purpose);
 - (d) any fraudulent misrepresentation; or

- (e) for death or personal injury or damage to private property above the value of £275, caused by defective goods supplied by the Manager or the Owner; or
- (f) anything else that it would be unlawful for the Manager or the Owner to exclude (or attempt to exclude) or restrict liability for,

and for the avoidance of doubt, nothing in this Agreement shall be construed as adversely affecting the Hirer's statutory rights.

15.4 Subject to clause 15.1 and clause 15.2 and clause 15.3 (to the extent that each such clause applies), and subject to the following sub-clauses of this clause 15:

- (a) the aggregate liability of the Manager and the Owner for any and all claims under this Agreement against the Manager and/or the Owner other than claims of the kind falling within Clause 15.4(b) shall not exceed £50,000 or the total price payable by the Hirer to the Manager under this Agreement (whichever is greater) however that liability arises including (without limitation) breach of contract, tort, 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; and
- (b) 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 or the total price payable by the Hirer to the Manager under this Agreement (whichever is greater) however that liability arises including (without limitation) breach of contract, tort, 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,

provided that, for the avoidance of doubt, the overall liability of the Manager and the Owner for all claims under clause 13.5(a) and clause 13.5(b), taken together, shall not exceed £100,000 or the total price payable by the Hirer to the Manager under this Agreement (whichever is greater).

15.5 Subject to clause 15.1 and clause 15.2 and clause 15.3, neither the Manager nor the Owner accepts any 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.

15.6 The Manager and the Owner give no warranty that the Property is legally or physically fit for any specific purpose other than the purpose(s) set forth in this Agreement (including any purposes clearly expressed in the definition of 'Event').

15.7 If, for circumstances beyond the Manager's or the Owner's reasonable control, the Manager cannot, or the Manager reasonably considers that it cannot, proceed with the Confirmed Booking on the agreed terms, the Manager will (subject to availability) use reasonable endeavours to offer the Hirer alternative suitable facilities and/or times, provided that if it cannot do so, or if the Hirer does not accept such alternative facilities and/or times, either party may terminate the Agreement with immediate effect by giving notice to the other party. If the Agreement is terminated (and only if the Agreement is terminated) by either party under or in connection with this clause 15.7:

15.7.1 the Manager shall refund the charges paid by the Hirer; and

15.7.2 subject to clause 15.7.1, neither the Manager nor the Owner shall incur any liability whatsoever to the Hirer or to any Invitee, or any other person as a result of such termination or as a result of any alternative facilities and/or times offered by the Manager and/or accepted by the Hirer.

- 15.8 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.

16. Liability of the Hirer

THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE 16 WHICH INCLUDES AN OBLIGATION ON THE HIRER TO COMPENSATE THE MANAGER AND THE OWNER FOR CERTAIN LOSSES

- 16.1 The Hirer shall indemnify each of the Manager and the Owner against all liabilities, claims, losses, damages, costs or expenses whatsoever:

(a) incurred by the Manager and/or the Owner, and caused directly or indirectly as a result of, any breach of this Agreement by the Hirer, or by the Hirer's negligence or any Invitees' negligence or any other act or omission of the Hirer or any Invitee; and/or

(b) incurred by the Manager and/or the Owner, to any Invitee, howsoever caused,

but except to the extent that such liability arises out of any breach of this Agreement by the Manager, or any negligent act or omission by the Manager or Owner.

17. Personal Data

- 17.1 The Manager will only use the Hirer's personal information as set out in the Manager's [Privacy Policy](#).

18. No tenancy

- 18.1 The Hirer acknowledges that this Agreement only creates a personal licence and consent to occupy the Room(s) 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 Room(s) or any other part of the Property upon the Hirer or any other person.

19. Assignment

- 19.1 Neither this Agreement nor any rights or obligations under it may be assigned or otherwise disposed of by the Hirer, provided that the Manager shall be free to sub-contract any of its obligations, as it sees fit, from time to time.

20. No Agency and status of Owner

- 20.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or constitute any party the agent of another party.

- 20.2 The Owner is not a party to this Agreement nor has the Manager entered into this contract as agent on behalf of the Owner. The Manager hereby warrants that the Owner has instead delegated the management of the Property, together with all relevant rights and obligations to the Manager to enable the Manager to enter into this Agreement, to perform its obligations under it, and to confer on the Hirer the rights of the Hirer contained in this Agreement.

20.3 The Hirer may, subject to the Manager's prior written approval, nominate another person to act as agent on the Hirer's behalf for the purposes of, giving or receiving notices under this Agreement, giving instructions or information to the Manager, discharging any obligation of the Hirer to the Manager, and otherwise communicating or agreeing anything with the Manager. The Manager shall be entitled to accept notices from, give notices to, accept instructions and information from, accept the discharge of the Hirer's obligations by, and communicate and/or agree anything with, the Hirer's agent on behalf of the Hirer, but without affecting the Manager's right, to the extent that it wishes to do so, to continue to do deal directly with the Hirer for any or all of the aforementioned purposes, provided that if there is any conflict between the Manager's dealings with the Hirer's agent, and the Manager's dealings directly with the Hirer, the latter shall prevail.

21. Termination

21.1 The Manager may terminate this Agreement with immediate effect, by giving written notice to the Hirer if:

- (a) the Hirer is in material breach of any term of this Agreement; or
- (b) the Hirer fails to pay any amount due to the Manager by the due date for such payment; or
- (c) the Hirer shall become bankrupt or enter into an individual voluntary arrangement or otherwise shall be or become unable to pay his debts.

21.2 Termination or expiry of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

21.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, shall remain in full force and effect following termination or expiry of this Agreement, including for the avoidance of doubt, clause 7, clause 15, clause 16, and any indemnities set out in this Agreement.

22. Complaints

22.1 Any complaints or queries relating to hire of the Room(s) should be directed to the Manager.

23. No third party rights

23.1 Subject to clause 22.2, 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.

23.2 This Agreement, and in particular clauses 8.1, 9.5, 9.6, 10.3, 11.1, 14.3, 14.4, 15, 16 and 18 and any other clause which is expressed to confer a benefit or right in favour of the Owner, is/are intended to benefit, and be directly enforceable by, the Owner.

23.3 This Agreement may be varied or terminated by the Manager and the Hirer without the consent of any other person including the Owner.

24. Governing Law and Jurisdiction

24.1 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.

1.1.1.1.1.1 Schedule**1.1.1.1.1.2 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	
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	240 Volt	
	3 Phase	

