

Event Booking terms and conditions

1. Rights Granted

- 1.1 In these terms and conditions “the Hirer”, “the Accommodation” and “the Hire Period” shall be as defined in the Confirmation of event letter; “the Supplier” shall mean BI (Trading) Limited, a wholly owned subsidiary of The Bishopsgate Foundation (a company limited by guarantee No 4362659 and registered charity No 1090923); and “the Premises” shall mean the building and grounds of the Bishopsgate Institute, 230 Bishopsgate, London EC2M 4QH, as well as building an grounds at 14 Brushfield Street, London E1 6AN.
- 1.2 In consideration of the Hirer complying with it’s obligations under this Agreement, the Supplier hereby grants to the Hirer the right and licence to enter upon and use the Accommodation for the Event during the Hire Period.

2. Hire Charges

2.1 Deposit payments are due on contract values as follows:

% element of contract value	Date due
50%	6 months prior to commencement date
75%	3 months prior to commencement date
100%	1 month prior to commencement date

- 2.2 Exceptionally a Hirer may be granted a part or full credit account with the Supplier.
- 2.3 In addition to the Deposit the Supplier reserves the right to require payment of a Damage deposit to the value of 50% of the contract value one month prior to the commencement date. The Damage Deposit will only be applied to reinstate the Accommodation or the Premises to its condition before the Hire Period, as well as to be held against any contracts that could not be fulfilled due the damage incurred. The Damage Deposit (or the unspent balance) shall be refunded to the Hirer when the Supplier is satisfied that no further call on it will be required.
- 2.4 Unless otherwise stated in the Confirmation of Event Letter or this Agreement, any Deposit and Damage Deposit shall be due as per the above schedule’ all other payments shall be due within 30 days of invoice.
- 2.5 All payments must be made in Sterling. The Supplier reserves the right to charge the Hirer interest on any overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

3. Cancellation

- 3.1 Cancellation of confirmed event dates or reduction of number by the Hirer must be notified in writing to the Supplier, and will only be effective upon actual receipt by the Supplier.

3.2 The Hirer agrees to pay the Supplier in accordance with the following schedule:

Written notice received by us:	% of contract value due:
More than 6 months before first date of event	£250 or 10% of contract value (greater thereof)
6-3 months before the first day of event	50%
3-1 months before the first day of event	75%
Less than 1 month before the first day of event	100%

- 3.3 The Supplier will make efforts to re-sell the date to an alternative organisation, and any revenues recuperated for the date will be deducted from cancellation fees charged.
- 3.4 The Supplier may (without prejudice to it’s rights and remedies un respect of any prior breach of this Agreement) cancel forthwith the event or relocate the Event to another part of the Premises (in which case references in this Agreement to “the Accommodation” shall be taken to mean the new location) at any time for any reason by notice to that effect to the Hirer. The Hirer, it’s employees, contractors, agents, guests and any other person connected with the hire of the Accommodation or the Event shall have no claim whatsoever against the Supplier in respect of any cancellation or relocation pursuant to this clause, save that in the event of cancellation other than for reasons beyond the Suppliers reasonable control, the

Supplier shall repay to the Hirer all sums paid by the Hirer for the use of the Accommodation, less only a sum equal to any existing liabilities of the Hirer.

4. Conditions of Hire

4.1 The Hirer undertakes and agrees:

- 4.1.1 To comply and ensure that its employees, contractors, agents, guests and any other person it permits onto the Premises comply (i) with this Agreement and (ii) while on the Premises, with all instruction of the Suppliers staff. The Hirer acknowledges that it is responsible for all acts and omission of its employees, contractors, agents, guests and any other person nit permits onto the Premises.
 - 4.1.2 In no circumstances to allow the number of people permitted onto the Premises by the Hirer or in the Accommodation itself to exceed any maximum notified to the Hirer by the Supplier in the Confirmation of Event Letter or otherwise.
 - 4.1.3 Not to enter any area of the Premises except the Accommodation or other areas expressly designated for the Hirer's use, without the express prior permission of the Supplier's authorities representative'
 - 4.1.4 The use the Accommodation only for the Event specified, to take all reasonable care to ensure the orderly and safe use of the Accommodation and not to interfere with any other person's use and enjoyment of the Premises.
 - 4.1.5 To supply sufficient staff to ensure good order at the Event and to ensure the that the Hirer's competent representative is present at the Accommodation at all times during the Event and does not leave until all persons associated with the Event or the Hirer leave the Premises
 - 4.1.6 To comply with any applicable health and safety requirements, including (without limitation) the Suppliers Health and Safety Policy Statement and code of Practice' and to make its own provision for first aid at the Event
 - 4.1.7 To inform all person permitted onto the Premises by the Hirer of the location of fire exists and the assembly point before the commencements of the Event; to be responsible for the immediate and safe evacuations of all persons permitted onto the Premises by the Hirer in the event of a fire alarm' and to comply in all respects with any applicable fire regulations including (without limitation) the Suppliers fire procedures.
 - 4.1.8 To safeguard and keep free from damage or loss the Accommodation, the Premises and any other premises or property belonging to the Supplier
 - 4.1.9 To observe any relevant and applicable Acts of Parliament, by-laws or regulations and to ensure that the Accommodation is not used for any illegal purpose.
 - 4.1.10 Not to do or suffer to be done any act or thing which may, (or omit to do any act or thing which may by it's omission) affect or damage the reputation, image or standing of the Supplier including but not limited to it's brands of "Bishopsgate Institute" or "230 Bishopsgate".
 - 4.1.11 To comply with the requirement of the Performing Rights Society and of the Phonographic Performances Ltd and be responsible for he payment of any taxes or royalties chargeable or payable in respect of any musical or dramatic works played of performed on the Premises whether live or pre-recorded.
 - 4.1.12 At the Hirers expense to give all notices and obtain and comply with any consents, licences or permissions (including without limitation copyright licences, public entertainment licence, and performers consents) required in connection with the Event or the Hirers use of the Premises and to supply evidence of the same to eh Supplier on demand
- 4.2 The Supplier (acting by its authorised representatives) reserves the right without liability:
- 4.2.1 To enter the Accommodation at any time for any reason
 - 4.2.2 To stop, interrupt or cance3l the Event or to refuse permission for any aspect of it if it in any way contravenes this Agreement, or they consider it likely to endanger or put at risk the safety of people or property, or otherwise likely to adversely affect the reputation of the Supplier, or their staff and
 - 4.2.3 To remove any person whose conduct or behaviour is unacceptable.

- 4.3 The Supplier shall not be obliged to take any delivery on behalf of the Hirer unless by prior arrangement with the Supplier, to who details must be submitted in writing. The Supplier does not accept liability for the loss or damage to deliveries even where prior consent has been obtained. The Hirer is responsible for moving their own equipment within the Premises.
 - 4.4 Access to the Accommodation shall only be available during the Hire Period as stated in the Confirmation of Event Letter or otherwise agreed in writing by the Supplier. The Hirer and all persons permitted onto the Premises by the Hirer must vacate the Premises promptly at the end of the Hire Period (and where the Hire Period covers more than one day, at the end of the period of access agreed in writing on each day). Should any person connected with the Event or the Hirer (or their property) remain on the Premises or require access outside the times agreed in writing, the Overrun Fee details in the Confirmation of Event Letter shall be payable by the Hirer.
 - 4.5 Items not belonging to the Supplier may not be kept in the Accommodation or Premises overnight except with the express prior permission of the Supplier. Any such items are stored entirely at the owner's risk
 - 4.6 Sound or visual recording may only be made at or broadcast from the Premises with the express written permission of the Supplier
 - 4.7 No animals (except assistance dogs) shall be brought onto the Premises except where the prior written permission of the Supplier, and all consents, permissions and certifications (including but not limited to veterinary certificates) have been obtained.
 - 4.8 The Hirer shall not use any electrical equipment at the Accommodation or the Premises (except those provided by the Supplier) without the express prior permission of the Supplier. Such equipment must comply with the highest safety standards including (without limitation) a valid and current PAT (Portable Appliance Test) certificate or label. It will be the responsibility of these Hirer to obtain adequate insurance to cover the use of any electrical appliances brought in to the building (evidence of which must be shown to the Supplier on request). The Suppliers authorised representative shall be entitled to inspect any electrical equipment brought onto the Premises and to prohibit the use of any equipment they believe to be unsafe
 - 4.9 The Supplier shall not be obliged to provide (for the purposes of the Event) any services or facilities (including but not limited to catering facilities) or any contents, chattels or equipment (including but not limited to stages, desks, pianos, stationery, telephone points or audio-visual equipment) unless specifically agreed in the Confirmation of Event Agreement or otherwise by the Supplier. The Hirer acknowledges that any services, facilities contents, chattels or equipment beyond the rights granted by clause 1.2 may be subject to a further charge.
5. **Damage and Reinstatement**
 - 5.1 Absolutely no changes to, additions or alternation in or to the Accommodation or the Premises may be made except as shall have been expressly agreed in advance with the Supplier or it's authorised representative(s), all of which shall be of a temporary nature only.
 - 5.2 The Hirer shall repay to the Supplier on demand the cost so reinstating and replacing any part of the Premises and any contents or chattels (including without limitation furniture, audio-visual equipment and pianos) or other premises or property belonging to the Supplier which may be damaged, destroyed, stolen or removed directly or indirectly by reason of the facility and access hereby made available. The amount of the cost shall be certified by the Supplier whose certificate shall be final.
6. **Liability and Insurance**
 - 6.1 The Hirer shall indemnify and keep fully and effectively indemnified the Supplier (and any of their employees, representatives, agents, or contractors) against all

actions, proceedings, costs, expenses, liabilities, losses, claims and demands which may be suffered, brought or made against the Supplier:

- 6.1.1 In respect of death or personal injury;
- 6.1.2 In respect of damage to property; or
- 6.1.3 Otherwise howsoever arising

Caused directly or indirectly out of any act or omission of the Hirer or the Hirer's employees, contractors, agents, guests and any other persons permitted onto the Premises by the Hirer.

6.2 The Supplier shall not be liable for:

- 6.2.1 Any damage, loss, delay or expense incurred by the Hirer, it's employees, contractors, agents, guests and any other person connected with the hire of the Accommodation, or the Event, except for death or personal injury resulting from proven negligence by the Supplier; or
- 6.2.2 Damage, theft or loss of any property, goods, articles, possessions, objects or similar things used, kept or left on or at the Premises.

6.3 The Hirer shall as a condition of this Agreement and the permission granted herein:

- 6.3.1 At it's own expense effect and maintain during the Hire Period and any further period during which persons associated with the Hirer or the Event have access to the Premises, with a reputable insurance company public liability insurance in a sum of not less than two million pounds (£2,000,000)
- 6.3.2 Produce to the Supplier, upon request, written evidence that such policy has been effected and is valid;
- 6.3.3 No do or omit or suffer to be done or omitted anything which may ender void or voidable the existing insurance policies held by the Supplier.

7. General

- 7.1 All correspondence should be addressed to the Supplier and made by letter or electronic mail to Bishopsgate Institute, 230 Bishopsgate, London EC2M 4QH.
- 7.2 The Hirer shall not be entitled to assign, sub-licence or transfer any of its rights or obligations hereunder save with prior written consent of the Supplier.
- 7.3 If either party is prevented from complying with it's obligations under this agreement by any cause beyond its reasonable control (and not resulting from negligence or foresight), such event of force majeure shall not be deemed to be a breach of this agreement. In such circumstances both parties agree, without prejudice to any other remedies it may have, to discuss in good faith how to resolve any resulting problems.
- 7.4 Nothing in this agreement shall be construed as making the Hirer and the Supplier partners or the principal or agent of each other.
- 7.5 A person who is not a party to the Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999, save that the Hirer acknowledges and agrees that the Supplier may enforce any term of this Agreement that expressly or by implication confers a benefit on it by virtue of the Contracts (rights of Third Parties) Act 1999.
- 7.6 No legal or equitable interest in the Accommodation or any other right is created by this Agreement other than as expressly provided herein and the Hirer hereby agrees to respect the Suppliers use and continued occupation of the Accommodation and the Premises throughout the Hire Period.
- 7.7 No failure or delay by the Supplier to exercise or enforce any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- 7.8 The terms contained in this Agreement are to be governed by and construed in accordance with the laws of England and the parties submit to the jurisdiction of the High Court of England Wales.