

## GLAZIERS HALL LIMITED STANDARD TERMS & CONDITIONS

The provisions of these Terms and Conditions are to be read in conjunction with the terms of the Contract.

**The Client's attention is drawn in particular to clauses 2.4, 6 and 8 of these Terms and Conditions.**

### **1**      **Definitions**

1.1      The terms, words and phrases defined in this clause shall have the meanings set out below:

- 1.1.1    the "**Agreement**" means the Contract and these Terms and Conditions;
- 1.1.2    the "**Booking**" means a binding agreement to hire the Premises as set out in the Contract and these Terms and Conditions, such binding agreement being created in accordance with clause 2.2;
- 1.1.3    the "**Client**" means the person by, or on behalf of whom, the Contract is signed;
- 1.1.4    the "**Contract**" means the contract for the hire of the Premises, which sets out the details of the Function, issued by Glaziers Hall Limited and signed by the Client, and incorporating these Terms and Conditions;
- 1.1.5    "**Corkage**" means the sum specified in the Contract which is payable in the circumstances described in clause 4.2;
- 1.1.6    the "**Event Date**" means each date upon which the Premises are to be hired;
- 1.1.7    the "**Function**" means each event or function detailed in the Contract (and for the purposes of these Terms and Conditions, any event or function which takes place on two or more consecutive days shall be a single "**Function**" and any events or functions which take place on non-consecutive days shall each be a separate "**Function**");
- 1.1.8    "**Glaziers Hall**" means Glaziers Hall Limited, the company which is hiring the Premises to the Client;
- 1.1.9    the "**Hall**" means the building situated at 9 Montague Close, London Bridge, London SE1 9DD known as Glaziers Hall;
- 1.1.10   the "**Hire Period**" means the hours during which the Premises will be available for use by the Client on the Event Date;
- 1.1.11   the "**Hire Price**" means the full price of hiring the Premises for the Event Date(s);
- 1.1.12   the "**Duty Manager**" means such person as Glaziers Hall Limited shall appoint to discharge the duties of the operations manager and who is responsible for the day to day running of the Function;
- 1.1.13   the "**Premises**" means those parts of the Hall and its surrounds which the Client is hiring during the Hire Period as set out in the Contract; and
- 1.1.14   "**Service Providers**" means any person entering the Premises in order to provide a service to the Client including without limitation caterers, florists, musicians and photographers.

### **2**      **Charges and payment**

2.1      Provisional bookings will be valid for 10 calendar days from the date of booking and may be extended by agreement with Glaziers Hall.

2.2      To confirm a booking and secure the hire of the Premises during the Hire Period, the Contract issued by Glaziers Hall must be signed by the Client and returned to Glaziers Hall. Signing and returning the Contract will create a legally binding agreement between the Client and Glaziers Hall. Any subsequent cancellation will be subject to the cancellation provisions in clause 6.

2.3      Unless stated otherwise in the Contract, the Client shall pay the Hire Price to Glaziers Hall in two equal instalments:

- 2.3.1    the first instalment is payable within 7 days from the date of issue by Glaziers Hall of its pro-forma invoice; and
- 2.3.2    the second instalment is payable 14 days prior to the first Event Date.

- 2.4 In the event that the Client fails to pay either instalment of the Hire Price in accordance with clause 2.3 and has not previously cancelled the Function in accordance with clause 6.1, such failure shall be deemed to be cancellation in accordance with clause 6.1 and the provisions of clause 6 shall apply.
- 2.5 Without prejudice to any other right or remedy that Glaziers Hall may have, if the Client fails to pay Glaziers Hall any sum on the due date, Glaziers Hall may charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Plc, accruing on a daily basis until payment is made, whether before or after any judgment and Glaziers Hall may also claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 2.6 For evening Functions, clients are due to license requirements required to have security personnel who will be provided by Glaziers Hall. The cost of this will be added to the Client's invoice. The Client is currently required to have 1 security person per 100 occupants. The security personnel will arrive half an hour prior to the Function and leave half an hour after the end of the Function.
- 2.7 Agents and venue finders: Commission claims should be made to Glaziers Hall within 30 days of the relevant Function. Commission is available at 10% on room hire and food and beverage booked through Glaziers Hall. This commission is exclusive of VAT.

### **3 Glaziers Hall's obligations**

- 3.1 Glaziers Hall shall:
- 3.1.1 give access to the Premises during the Hire Period free from obstructions and in good condition; and
- 3.1.2 provide any services specified in the Contract, which may include, without limitation, cleaning, car parking (weekdays), furniture, equipment and power supply.

### **4 Use of the Hall**

- 4.1 The Client shall not:
- 4.1.1 use the Premises other than for the purposes specified in the Contract;
- 4.1.2 display any notices, flags, emblems or other decorations, posters, advertisements or placards in, on or outside the Hall or the Premises without the previous consent of the Duty Manager;
- 4.1.3 affix or drive into any part of the Premises or its fixtures and fittings any bolts, nails, tacks, screws, bits, pins, sellotape, adhesive fasteners, blue tac or other like articles;
- 4.1.4 remove any fixtures, fittings or appointments;
- 4.1.5 be entitled without prior agreement with Glaziers Hall to use the Premises outside the Hire Period;
- 4.1.6 be entitled to use or have access to any part of the Hall other than the Premises;
- 4.1.7 use the name of the Hall or Glaziers Hall in any publicity material unless prior written approval has been obtained from Glaziers Hall (the Client shall, however, be entitled to use the name of the Hall in invitations to, or tickets for, the Function and in order to give directions to the Function); or
- 4.1.8 use the Premises for any activities which, in Glaziers Hall's reasonable opinion, are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to Glaziers Hall, or other users of the Hall or neighbours of the Hall or which may bring Glaziers Hall into disrepute.
- 4.2 The Client shall not supply, or arrange for a Service Provider to supply, alcoholic drinks at the Premises without Glaziers Hall's prior written consent. Where Glaziers Hall does give its consent to the supply of alcoholic drinks by the Client, or a Service Provider engaged by the Client, Glaziers Hall reserves the right to charge Corkage.
- 4.3 The Client shall ensure that the operation of all equipment and in particular all sound and lighting equipment shall be under the supervision of the Duty Manager or other persons approved by the Duty Manager and no other person whatsoever shall operate or interfere with the equipment nor shall any additional lights or extensions from the existing equipment or electricity supply fittings be used without the previous consent of the Duty Manager.
- 4.4 The Client shall not bring any equipment onto the Premises or the Hall without the prior consent of Glaziers Hall and, where such consent is given, the Client shall be responsible for ensuring that any such equipment has the necessary safety certificates and does not damage any part of the Premises.
- 4.5 The Client shall ensure that no part of the Premises shall be used for any sale by auction without the previous consent of the Duty Manager.

- 4.6 No furniture, fittings, chattels, equipment or goods of any kind shall be brought into the Premises or placed within four feet of any wall or architectural feature within the Premises without prior consent of the Duty Manager.
- 4.7 If the Client wishes to construct any stand or erection, the Client shall not less than four weeks before the commencement of the Hire Period submit to the Duty Manager plans showing the full details of the structure to be erected with all dimensions and a separate plan showing the positions of the structure in relation to the room in which it is to be erected and the stand or erection shall not be constructed until such plans have been approved by the Duty Manager in writing. Items may not be attached directly to any walls which could cause damage. Any damage or negligence will be billed directly to the client.
- 4.8 The Client shall take the highest degree of care of the Premises and any fixtures, fittings, equipment or other property thereon.
- 4.9 The Client shall at the expiration of the Hire Period remove from the Premises all goods and effects brought onto the Premises by the Client, his agents, guests or Service Providers and Glaziers Hall shall bear no responsibility for any goods or effects left on the Premises.
- 4.10 The Client shall at the expiration of the Hire Period leave the Premises in a clean and orderly state and if in the opinion of the Duty Manager the Premises are not left in this state Glaziers Hall may have cause for such work to be done as may be necessary to render the Premises in that state and the Client will on demand indemnify Glaziers Hall against the cost of such work.
- 4.11 The Client shall pay for all Service Providers required for the Function other than staff required for the performance of Glaziers Hall's obligations under this Agreement, such as the operation of any of Glaziers Hall's cash or account bar or the cloakrooms operated by Glaziers Hall.
- 4.12 The Client shall, and shall procure that its staff and guests shall, observe any restrictions on smoking on the Premises agreed with the Duty Manager. The venue is a non smoking zone.
- 4.13 Pets or other birds or animals, except guide dogs, are not permitted on the Premises.
- 4.14 The number of persons attending the Function shall not exceed the number agreed in the Contract.
- 4.15 All coats, hats, umbrellas, parcels and like items must be deposited in the cloakrooms without liability on the part of Glaziers Hall.
- 4.16 No confetti, party poppers or similar novelties shall be used on the Premises other than in circumstances agreed with the Duty Manager.
- 4.17 The Client shall not part with possession of the Premises or any part thereof and shall not assign its rights or obligations under this Agreement.

## **5 Conduct**

- 5.1 The Client shall, during the Hire Period, be responsible for the efficient supervision of all guests and Service Providers in the Premises and the preservation of order therein, including effective control of children.
- 5.2 The Client shall be responsible for the orderly and safe clearance of guests from the Premises in case of emergency. All exit doors from, and points of access to, the Premises must be left unobstructed at all times to allow safe exit in case of emergency.
- 5.3 Subject to clause 4.11, the Client shall provide such number of attendants as may in the opinion of Glaziers Hall be necessary to secure the observance of the matters referred to in these Terms and Conditions.
- 5.4 The right of entry onto the Premises is reserved to anyone authorised to enter by Glaziers Hall, including without limitation the Duty Manager.
- 5.5 The Client, its agents, guests and Service Providers, shall during the Hire Period comply with all reasonable requirements of the Duty Manager.
- 5.6 The Client must agree arrangements for setting up and removal of equipment and access times for Service Providers with Glaziers Hall. Any access outside the Hire Period, including time for setting up, will incur an additional charge to be calculated pro rata on the basis of the Hire Price for the Hire Period.
- 5.7 The Client is responsible for:
- 5.7.1 making arrangements, in consultation with the Duty Manager, for any Service Providers it deems necessary to attend at the Premises during the Hire Period;

- 5.7.2 approving and supervising all such Service Providers;
  - 5.7.3 ensuring all such Service Providers have adequate public liability and employer's liability insurance cover (and the Client shall provide to Glaziers Hall at least seven days before the Event Date copies of valid and current certificates of insurance as evidence that such cover is in place); and
  - 5.7.4 ensuring all such Service Providers comply with the Regulatory Reform (Fire Safety) Order 2005 and health and safety legislation.
- 5.8 If the Client fails to observe and perform any of the conditions in clauses 4 and 5 (or if Glaziers Hall has reasonable grounds for believing that the Client will fail to observe and perform such conditions), Glaziers Hall may:
- 5.8.1 cancel or take over control of the Function and/or terminate the Agreement;
  - 5.8.2 remove undesirable guests, agents or Service Providers of the Clients from the Premises;
  - 5.8.3 charge to and recover from the Client any expense incurred by Glaziers Hall in effecting a remedy so as to secure such observance and performance; and
  - 5.8.4 cancel any other Booking for the Premises that the Client may have made, without incurring any liability to the Client whatsoever.

**6 Cancellation**

- 6.1 Any cancellation of a Booking by the Client must be notified to Glaziers Hall in writing and the date of the cancellation shall be the date on which Glaziers Hall receives such written notice.
- 6.2 If a Booking is cancelled by the Client, any costs or expenses already incurred by Glaziers Hall in connection with that Booking will be charged to the Client.
- 6.3 In the event of a cancellation of a Booking or termination of this Agreement by the Client, the Client shall pay to Glaziers Hall:
- 6.3.1 any costs and expenses as specified in clause 6.2 above; and
  - 6.3.2 the following percentages of the Hire Price (less any sums actually paid pursuant to clause 2.3):

<b>Date of cancellation/termination (in months or weeks prior to the Event Date)</b>	<b>Percentage of the Hire Price payable</b>
6 months or more	0%
Less than 6 months and more than 8 weeks	50%
8 weeks or less	100%

- 6.4 In the event that any sums actually paid by the Client in connection with a Booking pursuant to clause 2.3 exceed the amounts payable pursuant to clause 6.3, the difference shall be refunded by Glaziers Hall to the Client.
- 6.5 In the event that Glaziers Hall is unable to make the Premises available to the Client as agreed in the Booking for any Function, for reasons other than those specified in clause 13 (force majeure), Glaziers Hall shall:
- 6.5.1 use its reasonable endeavours to provide suitable alternative dates for the Client and in the event that alternative dates are agreed, the Client will have no further claim against Glaziers Hall in respect of the change of Booking;
  - 6.5.2 if no suitable alternative dates can be agreed, be entitled to cancel the Booking for that Function on written notice to the Client; and
  - 6.5.3 if the Booking is cancelled for that Function in accordance with clause 6.5.2, have a maximum liability to the Client of 150% of the room hire element of any instalments actually received, pursuant to clause 2.3, for the cancelled Function as at the date of the notice of cancellation.

**7 Termination**

- 7.1 Without prejudice to any other rights or remedies which the parties may have, Glaziers Hall may terminate this Agreement immediately on giving notice to the Client if:
- 7.1.1 the Client commits a material breach of any of the terms of this Agreement; or
  - 7.1.2 the Client becomes insolvent or bankrupt or takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

7.2 On termination of this Agreement for any reason:

7.2.1 the Client shall immediately pay to Glaziers Hall the sums specified in clause 6.3 above; and

7.2.2 the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

## **8 Liabilities**

8.1 Glaziers Hall shall not be liable for:

8.1.1 subject to clause 8.6, the loss, destruction, theft or damage of any property brought onto the Premises or the Hall by the Client or the Client's guests or Service Providers other than that caused by the negligence of Glaziers Hall, its employees or agents;

8.1.2 any loss of profit, loss of business or any indirect or consequential loss howsoever caused arising out of or in connection with any negligence or breach by Glaziers Hall of any express or implied provisions of this Agreement;

8.1.3 any inconvenience or loss of opportunity caused to any party as a result of a cancellation or termination of the Agreement; or

8.1.4 any loss howsoever caused arising out of or in connection with any negligence, breach or default by any third party.

8.2 Subject to clauses 6.5.3, 8.1 and 8.3, any liability of Glaziers Hall (including any liability arising from the gross negligence of Glaziers Hall) shall be limited to 150% (one hundred and fifty percent) of the Hire Price.

8.3 Notwithstanding clauses 8.1 and 8.2 above nothing in this Agreement excludes or limits Glaziers Hall's liability for death or personal injury caused by its negligence.

8.4 In the event that property provided by or belonging to Glaziers Hall is lost, destroyed, damaged or stolen from the Premises during the Hire Period, whether by the Client, the Client's guests, Service Providers or unidentified persons, the full replacement cost shall be charged to the Client.

8.5 The Client shall keep Glaziers Hall fully indemnified in respect of claims and demands of third parties in respect of death, personal injuries or loss of or damage to property caused other than through Glaziers Hall's gross negligence.

8.6 Without prejudice to clause 8.1, in the event that the Client or the Client's guests, Service Providers or anyone acting on its behalf, leaves any equipment or other property at the Hall or the Premises overnight (the "**Equipment**"), the Client acknowledges and accepts that:

8.6.1 the Equipment shall be left at the sole risk of the Client;

8.6.2 Glaziers Hall disclaims any liability to the Client and is not responsible for any loss, destruction, theft or damage of or to the Equipment, howsoever caused;

8.6.3 the Client is responsible for ensuring that the Equipment is fully insured; and

8.6.4 the Client shall indemnify Glaziers Hall against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by Glaziers Hall arising out of or in connection with:

(i) any claims or demands of third parties in relation to the Equipment (including without limitation claims or demands arising out of any loss, destruction, theft or damage of or to the Equipment); or

(ii) the Client's failure to comply with clause 8.6.3.

## **9 Complaints**

9.1 Any complaints shall be made promptly and in any event must be received by Glaziers Hall in writing no more than 7 days after the date of the Function concerned.

## **10 Cinematograph exhibitions**

10.1 No cinematograph exhibition shall be given in the Premises without obtaining not less than seven days prior to the Event Date the written consent of the Duty Manager.

**11 Catering**

11.1 A list of caterers recommended by Glaziers Hall is available on request. Cash/account bar facilities and wine service will be provided where required, and a wine list is available on request.

**12 Copyright**

12.1 No copyright work (other than copyright music the performing rights of which are vested in the Performing Right Society Limited (**PRS**) and sound recordings the copyright in which is vested in Phonographic Performance Limited (**PPL**)) shall be performed at the Premises without the licence of the owner of the copyright and the Client shall produce such licence to the Duty Manager not less than seven days before such performance.

12.2 The Client shall indemnify Glaziers Hall against any claims for infringement of copyright.

12.3 The Client shall if required by the Duty Manager supply to the Duty Manager for approval a copy of the programme of any entertainment to be given at the Premises not less than seven days before the presentation of such entertainment.

**13 Force majeure**

13.1 Glaziers Hall shall have no liability to the Client if Glaziers Hall is prevented from or delayed in performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

**14 Rights of third parties**

14.1 This Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, anyone else.

**15 Governing law and jurisdiction**

15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claim or dispute), shall be governed by, and construed in accordance with, the law of England and Wales.

15.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual claim or dispute) that arises out of or in connection with the Agreement or its subject matter.