

Terms & Conditions

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 **"Additional Charges"** has the meaning given to it in clause 2.4;

1.1.2 the **"Agreement"** means the Contract and these Terms and Conditions;

1.1.3 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;

1.1.4 the **"Client"** means the person or company by, or on behalf of whom, the Contract is signed;

1.1.5 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;

1.1.6 **"Corkage"** means the sum specified in the Contract which is payable in the circumstances described in clause 4.2;

1.1.7 **"Delegate"** means an individual attending a Function;

1.1.8 the **"Event Date"** means each date upon which the Premises are to be hired;

1.1.9 the **"Final Number"** has the meaning given to it in clause 6.1.2;

1.1.10 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");

1.1.11 **“Glaziers Hall”** means Glaziers Hall Limited, the company which is hiring the Premises to the Client;

1.1.12 the **“Hall”** means the building situated at 9 Montague Close, London Bridge, London SE1 9DD known as Glaziers Hall;

1.1.13 the **“Hire Period”** means the hours during which the Premises will be available for use by the Client on the Event Date;

1.1.14 the **“Hire Price”** means the full price of hiring the Premises for the Event Date(s);

1.1.15 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;

1.1.16 the **“Minimum Number”** means the minimum number of Delegates who will attend a Function on a particular Event Date as agreed between Glaziers Hall and the Client at the time of Booking and as set out in the Contract;

1.1.17 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

1.1.18 **“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 7.

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 30 days prior to the first Event Date.

2.4 The Client shall provide to Glaziers Hall either before or on the Event Date, a credit card guarantee for any additional charges which may be incurred by the Client either on

or after the relevant Event Date including payment for the return of Client or Delegate items left at the Premises after the Function; or payment for any number of Delegates attending the relevant Function which is in excess of the Final Number (“Additional Charges”).

2.5 The Client shall pay any Additional Charges incurred on the Event Date before its departure from the Hall failing which Glaziers Hall reserves the right to take payment for any unpaid Additional Charges incurred on or after the Event Date from the credit card provided in accordance with clause 2.4.

2.6 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 7.1, such failure shall be deemed to be cancellation in accordance with clause 7.1 and the provisions of clause 7 shall apply.

2.7 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.

2.8 For day time public attended events or evening events after 1800hrs clients are, due to license requirements, required to have security personnel who will be provided by Glaziers Hall. For weekend events from 0700hrs to 0100 hrs 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 events and leave half an hour after the end of the event.

2.9 The Client must provide a list of attendees expected to the Hall no less than 24 hours prior to the booking agreement for fire and security compliance. The list will be for security use only and will be securely destroyed at the close of the event

2.10 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 items booked and delivered by Glaziers Hall. Commission is not available for third party booked and/or delivered items e.g. AV production or catering. This commission is exclusive of VAT.

2.11 VAT is charged at the current rate of 20%. Please be advised that any increase in the prevailing rate of VAT will affect the cost of the event accordingly.

2.12 Given the uncertainty in the macro-economic environment Glaziers Hall reserves the right to increase the Hire Price as detailed in the Agreement by a maximum of 10%

should the input costs increase significantly. In such circumstances Glaziers Hall will write to the Client ahead of time, providing evidence of the increased costs.

2.13 Payment by credit card is an accepted method of payment for a Function. Please note that payments made via corporate credit card will be subject to VAT at the prevailing rate and administration costs of up to 3.5% of the invoice value. The details of the applicable costs will be communicated to the Client prior to payment being taken.

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, furniture, 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. In the event that any third party electrical equipment is approved for use it must be fully PAT certified and operated by a trained and insured professional.

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, its 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 reasonable 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 and non vaping zone.

4.13 Pets or other birds or animals, except guide dogs, hearing dogs and assistance 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. Code of conduct policy is additionally available on request.

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 In respect of the Function, 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.

5.7.5 ensuring that all attendees are aware that Glaziers Hall Limited will not tolerate sexual harassment or harassment of any form towards our staff. If you are deemed to have breached our Sexual Harassment Policy, those individuals will be required to leave the premises immediately and service of the event may be ceased in full. Any criminal acts will be reported to the police.

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, acting reasonably:

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 reasonable 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 Minimum Number

6.1 .The Client:

6.1.1 acknowledges that the Hire Price set out in the Contract is calculated on the basis of the Minimum Number;

6.1.2 not less than 14 days prior to the Event Date, shall confirm to Glaziers Hall in writing, the final number of Delegates attending the Function (the “Final Number”) and, subject to clause 6.2, the Final Number or the actual number of Delegates, whichever is the greater, shall be used to calculate the amount payable by the Client for the Function.

6.2 If the Final Number (or the actual number of Delegates), is less than 90% of the Minimum Number:

6.2.1 Glaziers Hall reserves the right to change the Booking to a different room (as best fits the Final Number or the actual number of Delegates); and

6.2.2 the amount payable by the Client for the Function shall be that calculated in accordance with the Minimum Number or the actual number of Delegates attending the Function, whichever is the greater.

7 Cancellation

7.1 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.

7.2 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.

7.3 In the event of a cancellation of a Booking or termination of this Agreement by the Client, the Client shall pay to Glaziers Hall:

7.3.1 any costs and expenses as specified in clause 7.2 above; and

7.3.2 the following percentages of the Hire Price (less any sums actually paid pursuant to clause 2.3):

Date of cancellation/termination (in months or weeks prior to the Event Date)	Percentage of the Contract value payable
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9 months or more	0%
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Less than 9 months and more than 12 weeks	50%
12 weeks or less	100%

7.4 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 7.3, the difference shall be refunded by Glaziers Hall to the Client.

7.5 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 14 (force majeure), Glaziers Hall shall:

7.5.1 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;

7.5.2 if no suitable alternative dates can be agreed, be entitled to cancel the Booking for that Function on written notice to the Client; and

7.5.3 If the Booking is cancelled for that Function in accordance with clause 7.5.2, have a maximum liability to the Client of 100% 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.

8 Termination

8.1 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:

8.1.1 the Client commits a material breach of any of the terms of this Agreement; or

8.1.2 the Client becomes insolvent or bankrupt or takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

8.2 On termination of this Agreement for any reason:

8.2.1 the Client shall immediately pay to Glaziers Hall the sums specified in clause 7.3 above; and

8.2.2 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.

9 Liabilities

9.1 Glaziers Hall shall not be liable for:

9.1.1 subject to clause 9.6, 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;

9.1.2 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;

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

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

9.2 The Client shall hold Public Liability Insurance at a minimum sum of five million pounds per claim. Glaziers Hall recommends you organise your own event insurance to protect yourselves from any unforeseen circumstances or cancellation.

9.3 Subject to clauses 7.5.3, 9.1 and 9.4, any liability of Glaziers Hall (including any liability arising from the gross negligence of Glaziers Hall) shall be limited to 100% (one hundred percent) (i) of the Hire Price or (ii) the amount paid to Glaziers Hall Limited at the time, under the payment schedule, whichever is less.

9.4 Notwithstanding clauses 9.1 and 9.2 above nothing in this Agreement excludes or limits Glaziers Hall's liability for death or personal injury caused by its negligence.

9.5 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 or, Service Providers, the full replacement cost shall be charged to the Client.

9.6 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 as a result of the acts or omissions of the Client, the Client's guests or Service Providers, other than where such claims and/or demands are caused through Glaziers Hall's gross negligence.

9.7 Without prejudice to clause 9.1, 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:

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

9.7.2 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;

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

9.7.4 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 9.7.3.

10 Complaints

10.1 Please bring any complaints or concerns to the Duty Manager's attention during the course of the Function at the earliest opportunity, this way any issues can be rectified straight away.

10.2 If for any reason you have cause for complaint this must be put in writing and received by Glaziers Hall within 48 hours of the Function ending.

11 Cinematograph exhibitions

11.1 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.

11.2 Ownership of film content recorded at the premises can on request be made available for limited purposes (i.e. license of copyright for the purpose of promoting/marketing). If Glaziers Hall has concerns over how any film content of the premises is used, it can require the other party to seek Glaziers Hall's consent prior to making any content public, or contractually dictate the purposes for which the film content could be used without Glaziers Halls consent. It is unlikely that a film crew would assign ownership of any film (or related material) to Glaziers Hall.

12 Catering

12.1 A nominated list of caterers is available on request by Glaziers Hall. Cash/account bar facilities and wine service will be provided where required, and a wine list is available on request. Caterer and wines should be chosen from these nominated lists.

12.2 The Client must obtain the prior written consent of Glaziers Hall to provide its own food and drink at the Premises (including the use of third party caterers and Service Providers). In the event that such consent is granted, the Client shall be solely responsible for complying with all applicable food safety, hygiene and information

regulations and best practice in relation to the Function, and the Client shall keep Glaziers Hall fully indemnified against any claims, losses, penalties or costs that Glaziers Hall suffers as a result of the Client failing to do so.

13 Copyright

13.1 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.

13.2 The Client shall indemnify Glaziers Hall against any claims for infringement of copyright relating to the Function.

13.3 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.

14 Force majeure

14.1 If either party (the "Affected Party") 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 (other than in each case by the party seeking to rely on this clause 14), failure of a utility service or transport network, act of God, war, riot, civil commotion, epidemic, pandemic, 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 or any event which causes the whole or a substantial part of the Hall to be closed to the public or make it impossible or illegal to host the Function at the Hall (a "**Force Majeure Event**"), such obligations of the Affected Party and any related obligations of the other party remain in effect but are suspended without liability for so long as the Force Majeure Event prevents or delays the Affected Party from performing its obligations, provided that:

14.1.1 the Affected Party gives the other party prompt notice describing the Force Majeure Event and gives regular updates;

14.1.2 the Affected Party uses reasonable endeavours to mitigate the impact of the Force Majeure Event.

14.2 Save (only) where the Hall is reasonably unavailable for the Function due to having suffered physical damage or not being supplied with gas, electricity and/or water utilities required for your Function, any function or circumstance that obstructs or otherwise interferes adversely with any of your attendees being able to travel to or attend the Function at the Hall (for example any transport, travel or border control restrictions, whether caused by political or governmental actions, local or national security alerts or restrictions, war or natural events) shall not be construed as a Force Majeure Event and it shall be entirely the Clients responsibility to have protected yourself from your liability to Glaziers Hall under the Contract by way of having effected and maintained appropriate insurance cover in such regard.

14.3 A Force Majeure Event will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by such a period as is reasonable.

14.4 To the extent that the Client's ability to satisfy the Contract is prevented by a Force Majeure Event, Glaziers Hall will take commercially reasonable efforts to accommodate your request to reschedule the Function for another date and time.

15 Rights of third parties

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

16. Marketing

16.1 Glaziers Hall reserve the right to use photography and the basic details of your event (such as menus, suppliers and styling) in our marketing, website, social media and promotional materials. If you would prefer us not to, please notify Glaziers Hall in writing.

17 Governing law and jurisdiction

17.1 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.

17.2 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.