

**Queen Mary University of London
Venue Hire Terms and Conditions (May 2017 version)**

1. DEFINITIONS

'Access Times' the access times to the Venue as set out in the Confirmation of Booking, provided that the access times for residential accommodation shall be as set out in clause 14;

'Additional Services' means the additional facilities services indicated in the Confirmation of Booking which may include bedroom accommodation, equipment, Catering and any other facilities or services provided by us or our contractors.

'Attendees' means your employees, officers, guests, contractors, suppliers, and all persons attending the Event during the Hire Period (but not including any of our employees or our direct contractors).

'Booking' means the booking of the Venue and any Additional Services for the Hire Period made under the Contract.

'Booking Details' means the information contained in the Confirmation of Booking including (without limitation) Hire Period, Purpose of Event, Additional Services, Number of Attendees and parts of the venue which you have booked.

'Catering' means any catering, food, drinks, or bar services provided by us (or our contractor) at the Venue.

'Confirmation of Booking' means the form originally signed by both parties and attaching, as referring to, these terms and conditions, which may be updated by us following your agreed requests for changes set out in clauses 3(c) and/or 3(d).

'Contract' means the agreement between us and you comprising the Confirmation of Booking and these terms and conditions.

'Event' means the event or other use in respect of which the Booking is made, the details of which are set out in the Confirmation of Booking.

'Fees' means the fees indicated in the Confirmation of Booking.

'Hire Period' means the period of hire (and access times) as indicated in the Confirmation of Booking.

'Numbers of Attendees' means the number of Attendees indicated in the Confirmation of Booking.

'Purpose' means the purpose for which you are booking the Venue, as indicated on the Confirmation of Booking.

'Venue' means the venue (or such parts of it specified in the Confirmation of Booking), including any bedroom accommodation, washroom and any cloakroom facilities, outside areas, necessary access routes, and any other facilities, premises or grounds at such venue to which you or the Attendees may access under the Contract.

'we', 'us', 'our' and **'QMUL'** means the Queen Mary University of London as indicated in the Confirmation of Booking.

'you', 'your' and **'Client'**, means the body (or individual if no body is indicated) indicated in the Confirmation of Booking.

2. RIGHT TO USE VENUE AND ADDITIONAL SERVICES

(a) This Contract becomes binding, and you become liable to pay the Fees, immediately on signature of the Confirmation of Booking.

(b) Subject to the terms of this Contract, and provided that you pay us the Fees: (a) we grant you the right and licence, for the Hire Period (during the Access Times) only, to enter the Venue and use it only for the purposes of the Event in accordance with the provisions of this Contract; and (b) we agree to provide you with any Additional Services indicated in the Confirmation of Booking. We reserve the right to enter (and allow our staff to enter) any part of the Venue at any time during the Hire Period. You shall not enter any part of any of our premises which is not specified in the Confirmation of Booking (or otherwise strictly necessary for entry or exit into the Venue).

3. BOOKING DETAILS

(a) All bookings are provisional until the Confirmation of Booking and the terms and conditions are signed by both you and us. We reserve the right to cancel, release and resell your provisional Booking if we do not receive the signed Confirmation of Booking and terms within five (5) working days from the date we send it to you within this period.

(b) The Confirmation of Booking sets out the Booking Details. If you wish to make any changes to the Booking Details, you must make a request to us in writing. You acknowledge that we have the right to reject, or to reasonably increase the Fees as a result of, such requests.

(c) If we agree the changes to the Booking Details with you, we will issue an updated Confirmation of Booking to you. You acknowledge that once we send the updated Confirmation of Booking to you, this (and the Booking Details and Fees therein) supersedes all early Confirmation of Booking forms.

(d) You must notify us in writing of any final Booking Details (including timings and any special requests, and other details which have not been completed in the Confirmation of Booking) at least seven (7) days prior to the beginning of the Hire Period.

4. CHARGES AND PAYMENT

(a) You must pay the Fees in the amounts and on the dates specified on the Confirmation of Booking, whether or not we issue an invoice. If we do not receive the Fees by these dates we reserve the right to cancel your Booking and terminate this Contract immediately on notice to you.

Queen Mary University of London
Venue Hire Terms and Conditions (May 2017 version)

- (b) Payment must be made in pounds sterling (GBP). We reserve the right to pass any bank charges resulting from exchange of foreign currency payments to you.
- (c) Once paid, the Fees below are non-refundable in the event that you cancel your Booking (or the relevant part of it), or if you reduce the number of attendees.
- (d) Unless otherwise stated, the Fees exclude value added tax, which you agree to pay at the prevailing rate where applicable.
- (e) Without prejudice to our right to cancel the Booking and terminate the Contract, in the event of payment not being received by the date indicated in the Confirmation of Booking, we will be entitled to charge you compound interest on any outstanding Fees at 8% above the current payable Barclays Bank plc base rate, as at the date when payment became due, for each month or part of month that the Fees remain unpaid.
- (f) **Minimum Numbers.** Where any minimum numbers are indicated in the Confirmation of Booking, you agree to pay the cost of the minimum numbers indicated in the Confirmation of Booking, even when the actual numbers or booked areas are reduced.
- (g) We reserve the right to carry out credit checks on you and to withdraw or refuse credit facilities as we feel appropriate.

5. CONSUMER RIGHTS

- (a) If you are entering into this Contract as a consumer, nothing in this Contract affects your statutory rights. If there is anything in this Contract which you do not understand, or if you wish to make a complaint, please first email feedback@gmhospitality.co.uk. We will address your complaint as quickly as we can, in line with our complaints procedure (available on request). If you remain unsatisfied, please contact the consumer ombudsman at <http://www.consumer-ombudsman.org/>.

6. CANCELLATION BY YOU

- (a) If you need to cancel or postpone your Booking, for any reason, you must give us written notice and you acknowledge that:
 - (i) you will forfeit all Fees you have already paid to us; and
 - (ii) you will be liable to pay the relevant cancellation charges set out in the Confirmation of Booking (provided that we will take into account any Fees you have already paid to us).
- (b) We will notify you of our final charges for your cancelled Booking following receipt of your

written notice of cancellation, and you will pay us such charges within thirty (30) days of our notification.

- (c) In the event that you fail to give us written notice of cancellation, you will be liable to pay 100% of the total Fees, whether or not you use them.
- (d) If we agree (at our sole discretion) in writing that you may postpone your Booking to a later date, we may (at our sole discretion) agree to transfer all or some of the amounts that you have pre-paid to the new Booking, but in any case, no cancellation charges shall be payable.

7. AMENDMENTS OR CANCELLATION BY US

- (a) Should we for reasons beyond our control (or for any other reason) need to cancel or make any amendments to your Booking, we shall use reasonable endeavours to offer an alternative choice of venue or facilities which will be of an equal or higher standard to those set out in the Booking. If you reasonably believe that the standard of the venue or facilities we offer is below that of the Venue, you shall notify us in writing, setting out your reasons, and we shall (acting reasonably) refund such proportion of any pre-paid Fees as we believe are reasonable to reflect any difference in standard of the venue or facilities.
- (b) We may cancel the Booking at any time during or before the Hire Period, or refuse entry to or require you or any of your Attendees to immediately leave the Venue during the Hire Period, if:
 - (i) you are the subject of any situation of insolvency or equivalent situation including but not limited to: (a) where the Client is a company, the passing of a resolution/court order that the Client should be wound up or an administrator appointed or the Client makes an arrangement with its creditors or a receiver, manager or administrator on behalf of a creditor is appointed or circumstances arise which would entitle the court or a creditor to take such action; or (b) where the Client is an individual or partnership, the Client (or any part of it) becomes bankrupt or has a receiving order made against it or enters into or purports to enter into any arrangements with or for the benefit of its creditors;
 - (ii) we receive information that the Event or any of your (or your attendees') actions or inactions might, in our opinion, prejudice our reputation (or the reputation of the Venue) or expose us or our officers or staff to legal action, and/or we believe there is a threat to the safety of persons or property at the Venue;
 - (iii) you are in arrears of previous payments due to us;

Queen Mary University of London
Venue Hire Terms and Conditions (May 2017 version)

- (iv) you intend to use the Venue for any Purpose other than that specified in the Confirmation of Booking;
 - (v) the Event may lead to a breach of the peace, or acts of violence may occur or damage may be caused to the Venue or its contents;
 - (vi) the nature of the Event or of any item in its programme is such as to render it undesirable that it should take place at the Venue;
 - (vii) we become aware of any alteration in your financial situation;
 - (viii) if any Attendee refuses to, or appears to be unable to, alter any aspect of behaviour that causes a nuisance or unreasonable disruption or is otherwise unacceptable to us; or
 - (ix) you fail to comply with the terms of the Contract.
- (c) Upon cancellation:
- (i) (where cancellation occurs during the Event) you shall immediately vacate the Venue and ensure that your Attendees or any other person using the Venue in connection with this Contract or the Event leave the Venue immediately;
 - (ii) we may keep all sums paid by you, and you must immediately pay the balance of any amounts due under the Contract as if it had not been terminated, and you will in addition be liable for all or any unrecoverable losses, or costs incurred by us, or for which we may become liable in connection with the Booking or the cancellation of the Contract; and
 - (iii) you shall have no claims against us for any costs, expenses, loss, liability, or damage you may sustain or have sustained or incurred in consequence of such cancellation by us.

8. YOUR OBLIGATIONS

You will (and will ensure that the Attendees will):

Use of the venue

- (a) only use the Venue for the Purpose;
- (b) not enter into any other of our premises (except to the extent necessary to access the Venue) nor into any parts of the Venue which are not specified in the Confirmation of Booking;
- (c) use the Venue so that it is at all times maintained in a clean, tidy and safe condition;

- (d) not cause any damage to the Venue, any part of it or its contents;
- (e) not fix items to the walls, floors or ceilings without our prior written consent, and shall not alter, move, tamper or interfere with, any contents, fixtures, fittings, facilities or utilities, including (without limitation) electrical power, heating, lighting, gas, water, telephones, or electrical or other equipment or materials at the Venue without our prior written consent;
- (f) not display any logos or branding on the exterior of the Venue;
- (g) conduct, promote and manage the Event in a reputable, lawful and orderly manner, having due regard to the Venue and its surroundings and our integrity and reputation;
- (h) provide us promptly on request with an accurate and up-to-date agenda, production schedule, and/or other schedule for the Event;

Personnel and representatives

- (i) permit our representatives and staff to have access at all times to the Venue during the Hire Period, and you will (and procure that the Attendees will) comply with all of our, and our representatives' reasonable instructions;
- (j) ensure that a suitably authorised and responsible representative or group leader is present and available throughout the Hire Period, and who shall be responsible for: (a) ensuring the Event runs smoothly; (b) liaising with us during the Event; and (c) ensuring all Attendees are familiar with, and understand our health & safety (including fire safety) procedure that we notify to you;

Compliance

- (k) ensure that you and all Attendees comply with all applicable laws, regulations and permissions, including but not limited to all health and safety laws, and all safety policies provided by us to you;
- (l) not cause a nuisance or unreasonable disruption to us, our employees or to any third party at or in the vicinity of the Venue or elsewhere at our premises;
- (m) not permit any segregation of males and females at the Venue (and you acknowledge that we employ both male and female staff to whom you will permit access in accordance with the Contract);

Restrictions

- (n) not allow animals or pets of any kind, except guide dogs, into the Venue;

Queen Mary University of London
Venue Hire Terms and Conditions (May 2017 version)

- (o) not bring food or drinks into the Venue except with our prior written agreement, and provided that we will be entitled to charge corkage or equivalent charges for all drinks or food brought into the Venue and consumed;
- (p) not smoke or allow any of your Attendees to smoke: smoking is strictly prohibited in any part of the Venue, including outdoor areas;
- (q) not bring, or allow any Attendees to bring, any drugs (except for medical purposes) into the Venue;
- (r) not run, or allow any sweepstake, raffle, tombola, lottery or other form of gambling to take place in the Venue without our prior written consent (and provided always that it shall be your responsibility to obtain any licences and permissions required under the Gambling Act 2005, and any other gambling laws in force);
- (s) not throw, or permit your Attendees to throw, any confetti except biodegradable confetti;

Logos and marketing

- (t) not use any of our logos for any purpose without our prior written consent;
- (u) only use our name and the name of the Venue as may be necessary to organise the Event, provided that any use of our name or the Venue name in any marketing materials, advertising, leaflets, flyers, programmes or tickets must first be signed off by our authorised representative (and any use of our name or the Venue name in any commercial or non-private films shall be subject to clause 24(a));

Vacating the Venue

- (v) (for multiple day Bookings), each day during the Hire Period at the end of the Access Times, immediately vacate, and ensure all Attendees vacate the Venue (and if requested by QMUL's representatives, remove all of your and your Attendees' property from the Venue); and
- (w) (for all Bookings) at the end of the Access Times on the last day of the Hire Period, or on cancellation or termination:
 - (i) immediately vacate, and ensure all Attendees vacate the Venue, and we reserve the right to charge you additional Fees for any costs we incur by your failure to comply with this clause (i); and
 - (ii) ensure that all of your contents, equipment and materials and any Attendees' belongings are removed from the Venue (and you acknowledge that we shall be entitled to destroy or dispose of any such items within seven (7) days of the end of

the Hire Period in the event that they are not collected).

9. ATTENDEES

- (a) You shall be responsible for the acts and omissions of the Attendees.
- (b) You shall provide a full and complete list of the names of all Attendees to us upon request; we reserve the right to carry out any background checks on you or your Attendees in the run up to an Event.
- (c) We also reserve the right to refuse permission to, or evict any person from the Venue at any time.

10. SUPPLIERS, CONTRACTORS AND ENTERTAINMENT

- (a) You are permitted to use any supplier on our third party supplier list (which is available on request) ('Permitted Supplier List'), provided you notify us in writing before you book such supplier. You shall not allow any other third party suppliers, contractors, entertainers, caterers, bands, musicians, or other third party services, suppliers, or other persons working at the Venue who are not directly employed by us, into the Venue without our prior written consent.
- (b) You shall not allow any live or recorded performances, music, or entertainment to take place or be played at the Venue without our prior written consent. Live and recorded performances, music and entertainment may be subject to a performance rights charge (as set out in clause 25).
- (c) For any suppliers or activities permitted under clauses (a) and (b) (including, without limitation, those suppliers on our Permitted Supplier List), you shall: (a) take responsibility for such activities and suppliers; (b) ensure that you have all necessary licences for such activities, and that such activities comply with all applicable laws, regulations and permissions, including but not limited to all health and safety laws; and (c) ensure that any such third party suppliers have adequate insurance (including without limitation public liability insurance of at least £5 million any one event. You shall provide proof of such cover within five (5) days of our request);

11. FILMING, PHOTOGRAPHY AND MEDIA

- (a) Except as provided in this clause 11, you shall not allow any filming, photography or broadcasting at the Venue, or grant any filming or broadcasting rights in respect of the Event, without our prior written consent. If we grant consent to any commercial or other non-private filming, the provisions of clause 24 will apply.

Queen Mary University of London
Venue Hire Terms and Conditions (May 2017 version)

- (b) You and your Attendees are permitted to film and take still photographs of the Event for private, non-commercial purposes only.
- (c) In respect of any filming or cameras which are permitted under clauses 11 or 24, you shall ensure that: (a) no nuisance or annoyance is occasioned to any other persons; and (b) cameras are hand-held with no tripods or trailing cables (unless otherwise agreed in writing by us).
- (d) You may not publicise or advertise the Event, QMUL, or this Contract without our prior written consent to the nature, timing, content and choice of media channels proposed by you.
- (e) Any significant media interest in the Event must be notified in writing to us.

12. HEALTH AND SAFETY

- (a) You shall (and ensure that the Attendees shall) comply in all respects with all health and safety laws and all health and safety policies and safety systems at work provided by us. You shall be solely responsible for ensuring that all of your, and your Attendees', activities, practices, and equipment at the Event are safe and do not cause injury to any person or damage to any property.
- (b) **Risk Assessment.** If we request a risk assessment in relation to the Event or your activities (including any setup and rigging or de-rigging activity) equipment, or materials which are, or will be, brought into the Venue, you shall promptly (and in any event at least seven (7) days prior to the event) provide such risk assessment to us. You shall comply with all our directions and our responsibilities contained in any risk assessment documents we provide to you.
- (c) **Fire Equipment and Evacuation.** You shall comply with (and ensure the Attendees comply with) any evacuation procedure documents provided to you (and shall ensure that all Attendees are informed of the evacuation procedure, the location of escape routes, fire extinguishers and exit doors
- (d) **Fire Safety.** All equipment and materials brought into the Venue by you or your attendees must meet recognised safety standards and possess all relevant fire retardant properties. You shall not remove or improperly use fire protection equipment at the Venue: any such removal or use shall be subject to a penalty charge.
- (e) You shall not use any haze, smoke, pyrotechnics or other similar special effects without our express prior written agreement at least thirty (30) days in advance of the Event.

- (f) You shall ensure that all staff at the Venue shall be permitted appropriate breaks.

13. EQUIPMENT

- (a) You shall notify us in writing prior to bringing (or your Attendees bringing) any large, heavy, technical, specialist or unusual equipment into the venue, and provide to us a plan of how such equipment will be delivered, installed and used. You shall comply with that plan and all of our representatives' directions in respect of such equipment, and shall provide a list of all such equipment to us promptly on our request.
- (b) Electrical and technical equipment and installation. You shall ensure that all electrical equipment you bring into the Venue carries a valid PAT testing certificate and is delivered and installed safely and securely, no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installations of the Venue. PAT testing must have been carried out on all electrical equipment and cables used within the Venue. The certification must be provided to us on request. Any temporary rigging hardware must be of a professional standard and stamped with a Safe Working Load (SWL).
- (c) We will use reasonable endeavours to provide you with access to all sound, lighting, AV and (at our Great Hall Venue only) flying facilities usually provided by us as part of the hire of the Venue and specified in the Confirmation of Booking, however, we cannot guarantee all equipment will be available at all times. You may appoint third parties or provide your own representatives to operate our specialist equipment themselves, subject to our prior written consent (and provided that such persons must arrange with us and conduct a site visit of the Venue at least fourteen (14) days before the hire date). If we are not satisfied of the competency of such persons, or no such site visit takes place, you agree to pay in full for the costs of venue technicians we appoint to operate technical equipment.
- (d) We may separately agree in writing that we will make arrangements for sourcing any additional technical equipment required for the Event, however, you shall be solely responsible for ensuring the safety and suitability of such equipment.

14. RESIDENTIAL ACCOMMODATION

If any residential accommodation is provided, such rooms shall only be available from 14:00 (check-in), and you shall ensure that such rooms are vacated by you and your Attendees by 10:00 (check-out).

Queen Mary University of London
Venue Hire Terms and Conditions (May 2017 version)

15. CHILD SAFETY POLICY

- (a) If any children under 18 will, or may, be an Attendee, you must ensure that you declare so in the Confirmation of Booking. If any of your Attendees are children under 16, a competent adult supervisor must be provided by you at a ratio of not less than one supervisor per fifteen children. You must ensure that all Attendees who are children aged between 16 and 18 years are properly supervised at all times. We reserve the right to refuse access to the Venue to any children we believe are unsuitably supervised until such time as you make proper supervision available. You shall ensure that all supervisors have undergone appropriate checks and clearance procedures (including CRB checks where appropriate). If we request that you provide a risk assessment in respect of the presence of any Attendees who are children, you shall provide such assessment in writing within three (3) days of our request.
- (b) No child under 18 shall be permitted to work or perform commercially at the Venue except where expressly permitted by applicable child employment laws and agreed in writing by us. You shall ensure that you and all Attendees comply with all applicable laws to such child employment at all times if we do grant such consent.

16. PARKING AND DISABLED ACCESS

- (a) Parking and disabled access may vary depending on the Venue (and where available, will be specified in your Confirmation of Booking, and we shall try to make reasonable adjustments should you notify us of any access requirements).

17. INSURANCE

- (a) If you are a consumer, we strongly recommend that you obtain adequate insurance cover for all potential liabilities under this contract, and for your, and your Attendees' use of the venue.
- (b) If you are a company, organisation or other non-consumer, your insurance obligations are set out in the special terms at clause 22.

18. LIABILITY

- (a) Without prejudice to our other rights and remedies, where you or your Attendees have caused damage to or the soiling of, or any alteration to, the Venue or any other QMUL or third party property or contents thereof (each a "Deficiency"), you will make good, or pay the full actual, reasonable cost of making good, such Deficiency to our reasonable satisfaction within fourteen (14) days of the end of the Hire Period (or such other time as we may agree in writing).

- (b) Neither party limits its liability to the other for death or personal injury arising from its negligence or for fraudulent misrepresentation (or in respect of any consumer's statutory rights: please see clause 5). Subject to this, the full extent of the parties' liability is set out in the remainder of clause 18.
- (c) Our liability for loss or damage sustained by you or your Attendees is limited to the lower of (a) the total Fees, and (b) £50,000, whether such loss or damage is caused by negligence or breach of the Contract or otherwise. You agree that such limitation of liability is reasonable and that you recognise that a higher level of cover may be obtained through your insurance of your business and/or your specifically insuring the Event.
- (d) We shall not however be liable to you in any case for any indirect or consequential losses, loss of profits, loss of revenue, loss of reputation, loss of business or loss of goodwill sustained by you whether caused by our negligence or breach of the Contract or otherwise.
- (e) We shall not be liable for damage or loss to your or the Attendees' equipment, vehicles and/or any belongings or that of anyone connected with you.
- (f) Any claim or complaint should be made to us in writing or on a customer feedback form within twenty eight (28) days of the end of the Hire Period (time to be of the essence). Claims or complaints may not be considered after this period, however, this does not affect your statutory rights as a consumer – please see clause 5.
- (g) You indemnify us and keep us indemnified in full against all liabilities, costs (including legal costs), expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit and loss of reputation) suffered or incurred by us arising out of or in connection with (and whether as a result of negligence or otherwise):
 - (i) any loss or damage to our property or a third party's property or to the Venue or its contents caused by you or the Attendees (including but not limited to repair or cleaning);
 - (ii) damage caused by you or the Attendees which prevents the Venue, or any part of it, or any of its contents being used; and
 - (iii) any breach of clause 8.

19. FORCE MAJEURE

- (a) We shall not be liable for any loss or damage caused by, suffered or incurred by you or the Attendees as a result of events beyond our

Queen Mary University of London
Venue Hire Terms and Conditions (May 2017 version)

control, which includes (without limitation) the breakdown of machinery, failure of supply of electricity or other utilities, leakage of water, fire, flood, explosion, strike or labour dispute, external road or building works, act of terrorism or any circumstance outside of our control which may cause the Event or Booking to be interrupted or cancelled.

- (b) If, due to an event beyond its control, we are (in our reasonable opinion) unable wholly or substantially to provide the Venue or otherwise perform our obligations to you, we will promptly notify you accordingly and will either: (a) use reasonable endeavours to offer you an alternative venue, as set out in clause 7(a), or, failing which; (b) refund a reasonable proportion of any pre-paid amount in respect of the Booking to you.
- (c) Except for your payment obligations, you shall not be liable to us for any failure or delay in performing your obligations under the Contract, if such failure is the result of events beyond your reasonable control, provided that: (i) where any amounts have been pre-paid by you, we reserve the right to deduct any reasonable costs arising from any cancellation pursuant to clause 19; and (ii) in the event that no amounts have been pre-paid in respect of a Booking cancelled pursuant to this clause, then we reserve the right to invoice in respect of unavoidable and/or committed costs incurred in servicing the Booking.

20. COMMISSION – APPLICABLE TO AGENTS ONLY

- (a) We shall only pay commission to agents who have previously signed our standard agency terms (available on request by an agent), and with whom we have agreed in writing a specific amount of commission in respect of the Booking. In no circumstances shall we be liable to pay commission or any other fees or expenses to any agents or agencies except in accordance with this clause.
- (b) No commission or other compensation shall be payable to an agent where:
 - (i) QMUL was first approached directly by the Prospective Client in relation to the Event; or
 - (ii) QMUL was first approached directly by another agent in relation to the Event.

21. GENERAL

- (a) This Contract will terminate on the last day of the Hire Period (subject to earlier termination or cancellation), provided that any provisions which expressly or by implication continue or come into force after termination (and any accrued rights, remedies and obligations (including payment obligations), limitations

and/or exclusions of liability) shall continue in full force and effect.

- (b) Each party acknowledges and agrees that no proprietary rights are conferred by the Contract.
- (c) All conditions and warranties, whether express or implied by statute, common law, trade practice or otherwise, shall be interpreted subject to the Contract and insofar as they are inconsistent with the Contract shall be excluded to the maximum extent permitted by law. Each provision of the Contract excluding or limiting liability shall be interpreted separately but if any provision in the Contract is declared by a judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable then that provision shall be limited or excised to the minimum extent so that the Contract shall otherwise remain in full force and effect.
- (d) **Waiver.** No failure or delay by us in exercising any right, power or privilege under the Contract shall operate as a waiver thereof.
- (e) **Assignment and subcontracting.** The Contract is personal to you and may not be assigned. We may however subcontract the delivery of the Additional Services.
- (f) **Entire Agreement.** The Contract constitutes the entire agreement and understanding of the parties and supersedes any and all previous representations, arrangements, understandings and/or agreements (whether written or oral) made by us relating to the subject matter of the Contract. You acknowledge and agree that you have previously inspected the Venue and that, in entering into the Contract, you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of QMUL or any person (whether a party to the Contract or not) other than as expressly set out in the Contract. You further acknowledge and agree that the only remedy available to you under or in respect of the Contract shall be for breach of contract under the terms of the Contract.
- (g) **Third Party Rights.** No third party has a right to enforce a provision of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
- (h) **Notices.** Notices must be given by hand, email or sent by first class post to the addresses specified in the Confirmation of Booking.
- (i) An obligation by you not to do any act, matter or thing includes the obligation not to cause or permit the doing of any act, matter or thing.
- (j) **Governing Law and jurisdiction.** The Contract shall be governed by and construed in

Queen Mary University of London
Venue Hire Terms and Conditions (May 2017 version)

accordance with English Law and we and you irrevocably submit to the exclusive jurisdiction of the English courts.

SPECIAL TERMS

22. COMMERCIAL TERMS

This clause 22 only applies to non-consumers (e.g. where you are a company or other organisation)

- (a) You confirm that none of your activities or your supply chain infringes any anti-bribery, anti-slavery or human trafficking laws or any of our related policies which we may provide to you.
- (b) You shall obtain, maintain, public liability insurance in the amount of £10 million, employer's liability insurance, insurance of its equipment (against fire, theft, normal risks), and all other insurance (with financially viable insurers of good repute) against all its potential liabilities under this Contract and in amounts commensurate to the your maximum exposure under this Contract. You will provide us with such information (including a copy of any relevant insurance policy) and any other insurance documentation as shall reasonably be requested by us in order to satisfy us that the insurance provisions are adequate. You shall not do anything which might invalidate any insurance maintained by us or which might increase, at that time or later, the insurance premium payable in respect of the Venue or its business;

23. WEDDING HIRE TERMS

This clause 23 only applies to wedding hire.

- (a) The availability and booking of the registrar must be confirmed and organised by you. We take no responsibility for any issues resulting from your failure to make all such arrangements.
- (b) We strongly recommend that you obtain wedding insurance to cover for all potential liabilities under this Contract, and for your, and your Attendees' use of the Venue.

24. FILMING TERMS

This clause 24 only applies to professional filming for commercial purposes only.

- (a) You shall not have the right to identify the Venue by its true name, or have any post production titles added stating the event was held at the Venue, or in any other way identify us or the Venue in, or in connection with, any film or other production (unless otherwise agreed by us in writing, and only then to the extent expressly agreed). Notwithstanding this, we shall be entitled to require you, at any time,

to include our name and/or the name of the Venue in a reasonable position in the post-production titles.

- (b) You shall not film:
 - (i) any interiors, fixtures fittings, contents, or facilities, without our prior written agreement;
 - (ii) any person (including without limitation any member of our staff) other than your Attendees, without our and that person's prior written agreement.
- (c) **Synopsis and other documentation.** You warrant and represent that your description of the production and its subject matter, nature and content as set out in the synopsis (which shall be provided to us on request) and in any other summary documents or materials provided to us on request ('**Description**') is complete, true and accurate in all material respects, and that you shall only use the Venue solely in respect of the Purpose and the production and in accordance with the Description. You undertake that, unless agreed with us in writing in advance the production shall make no reference to or comment on us, our staff, or our operations and further that no footage from either the production or the filming shall be separately licensed or made available for such use. You shall indemnify us on a full indemnity basis from and against all losses, damages, claims, penalties, costs, expenses and other demands suffered or incurred by us as a result of your breach of this clause (c).
- (d) **Intellectual Property Rights.** We acknowledge and agree you are and shall be the sole and exclusive owner of the entire copyright and all other rights of every kind in and to the products of your photography, filming and recording at the Venue, and all publicity and advertising materials, books, merchandise and other copyright works relating to the production ('**Works**'). We acknowledge that you (and your successors and assignees) shall own the rights to exhibit, broadcast, exploit, market, publicise, advertise and distribute the production and the Works in any and all media (whether now known or hereafter invented) throughout the world for the full period of copyright. We shall not interfere with your (or your successors', assignees', or licensees') intellectual property rights in the production or Works, nor claim any right or title in the Works or production.
- (e) Without prejudice to our other rights and remedies, we will not make any objection to the production, or have the right to terminate the rights in the Works granted under this clause 24, or restrain the production or the exhibition, broadcast, distribution, advertising, publicity or exploitation of the production (except in respect of your breach of clause (c)).

**Queen Mary University of London
Venue Hire Terms and Conditions (May 2017 version)**

25. USE OF RECORDED/LIVE MUSIC

This clause 24 only applies to the use of recorded/live music

- (a) We are a Performance Rights Society ('PRS') licensed venue supplier. If your Event involves the public use or performance of music-related material you may be required to pay a PRS charge.
- (b) You may only use recorded or live music, or music-related material, if you have indicated so in the Confirmation of Booking, and provided us with a full list of all of the music (and music-related) material you will use. You must pay us in full for all charges, fees or penalties paid by us to PRS in respect of your Event.
- (c) As the licensee we are obliged to comply with PRS legislation, which means that the performance or your use of PRS controlled music must be authorised by us and all royalties charged via QMUL in accordance with PRS rules and policies. Please contact our sales executive for further details of the charges likely to be incurred based on the requirements of your Event. All charges incur value added tax.
- (d) We are obliged to disclose details of all music-related public events that take place on our premises. All charges levied by us in this respect are passed entirely to the PRS. (This does not apply to "grand rights" – see below clause (f)).
- (e) In order for the appropriate charge to be calculated we will need to disclose certain information to the PRS. For the majority of events the royalty is calculated on numbers attending. Please note that all charges incur VAT and that increases in charges occur periodically. In the event that you wish to make the payments directly to PRS, a copy of your document detailing the rights obtained to perform the work must be submitted to us. This will then be disclosed to PRS and no further charge will be incurred.
- (f) For the avoidance of doubt, for the performance of complete dramatico - musical works (which are licensed by the individual copyright owner and not controlled by PRS) you are responsible for obtaining the appropriate license giving permission for public performance ('**grand rights**').
- (g) A copy of your document detailing the rights obtained to perform the work must be submitted to us. This will then be disclosed to PRS and no further charge will be issued.
- (h) The contact for the PRS is as follows: PRS for Music, 2 Pancras Square, London, N1C 4AG - (tel) 020 75805544, (web) <https://www.prsformusic.com>

.....

Signed by (Name):.....

(Date).....

for and on behalf of Queen Mary University of London

.....

Signed by (Name):.....

(Date).....

for and on behalf of Client

(Where the Client is a company or other organisation, you confirm that you are authorised to enter into this Contract on behalf of such company or other organisation)