

**Central Hall Westminster**

**Standard Terms and Conditions**

**PART A Basis of Occupation of the Space**

1. The Hirer's licence to occupy the Space for the duration of the Hire Period for the Hire Purpose will apply but only during such hours as CHW specifies in the Contract.
  2. **The Hirer shall:**
    - 2.1. occupy the Space as a licensee for the Hire Period and no relationship of landlord and tenant is created between CHW and the Hirer by this Agreement;
    - 2.2. without prejudice to any other rights under this Agreement, CHW shall be entitled at any time on giving not less than 5 Business Days' notice to require the Hirer to transfer to comparable space elsewhere within the Building and the Hirer shall comply with such requirement;
    - 2.3. comply with any rules or instructions CHW may provide from time to time and/or separate terms and conditions which may apply to the Additional Services, and in the event of a conflict between the provisions of this Agreement and any such rules or instructions or terms and conditions, the provisions of this Agreement shall prevail;
    - 2.4. ensure that the stated capacity of the Space is not exceeded at any point;
    - 2.5. use the Space only for the Hire Purpose;
    - 2.6. not use the Space or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to CHW or the owner/occupier of any neighbouring property;
    - 2.7. not to allow any act of worship to be held at the premises without prior written consent of CHW or to use the Space or any part of it for any activity which in the opinion of CHW may bring CHW into disrepute. Full intended details of the Event must be supplied in writing on the Contract in order for the booking to be considered.
    - 2.8. not do anything which may invalidate any insurance maintained by CHW or which may increase any insurance premium thereof;
    - 2.9. comply with all applicable laws, regulations, orders, statutory instruments including any requirements of the Health and Safety Executive and Local Authority;
    - 2.10. submit to CHW for approval, details of all equipment and items to be suspended from or affixed to the roof, walls or other structural parts of the Space no less than eight weeks before the start of the Hire Period;
    - 2.11. ensure that no work commences in the Space until written approval of the layout plans and/or space only stand plans has been given by CHW;
    - 2.12. ensure that all fire alarms, extinguishers, fire hydrants, sprinkler system valves, house telephones and fire doors in the Space, together with their control switches, be kept clear and accessible at all times;
    - 2.13. submit for the approval of CHW, where applicable, a draft programme for the Event not later than 8 weeks prior to the start of the Hire Period;
    - 2.14. maintain the Space in good order and repair, and ensure that the same is kept safe and without risk to health or property;
    - 2.15. ensure that it and its exhibitors, contractors and other representatives carry out a full risk assessment of the Event and;
    - 2.16. not commit or permit any act which may conflict or be incompatible with CHW's ownership of the Space;
    - 2.17. not remove any key belonging to CHW nor exclude any authorised representative of CHW from the Space;
    - 2.18. ensure an authorised representative of the Hirer, with full power to act on behalf of the Hirer, shall, at all times during the Hire Period, be available for consultation with an authorised representative of CHW;
    - 2.19. not display or attach on or about the exterior or interior of the Space any advertisement notice, decoration, flag or device of any kind whatsoever, without the prior written permission of CHW;
    - 2.20. use only those entrances and exits as are notified to the Hirer by CHW and comply with any instructions issued by CHW from time to time;
  - 2.21. ensure that the Hirer, its employees and contractors are familiar with and comply with these Terms and Conditions;
  - 2.22. submit all publicity material, entrance passes or any other material it intends to produce in connection with the Event to CHW for written approval prior to distribution (this includes invitations, PR statements and web announcements);
  - 2.23. ensure all marketing material used for the Event shall include the CHW's logo. For this purpose, CHW grants to the Hirer a non-exclusive licence to use the CHW logo in respect of marketing and promotional materials related to the Event;
  - 2.24. ensure it has a representative on site for the duration of the Hire Period;
  - 2.25. ensure the Space is handed over free of any contractors, exhibitors, exhibitor's goods or any other encumbrances at the end of the Hire Period; if any item is left at CHW after the hire period, including gas canisters, posters, signs or any literature, the hirer shall be charged for their removal at cost plus £50 (administration fee).
  - 2.26. only use the Space set out in the Contract or as may otherwise be agreed by CHW;
  - 2.27. ensure that the Event takes place during the Hire Period and ensure that all exhibitors and other persons have left the Space not later than the end of the Hire Period;
  - 2.28. not give, and shall use its best endeavours to ensure that those persons in attendance at the Event do not give, tips or gratuities to members of staff employed;
  - 2.29. ensure that for all Events, 12 complimentary house tickets shall be made available for use by CHW.
  - 2.30. unless otherwise agreed in writing with CHW, engage a sufficient number of contractors (in the opinion of CHW) for the Event to deal with provision of the following services:
    - 2.30.1. security;
    - 2.30.2. Medical and first aid;
    - 2.30.3. health & safety;
    - 2.30.4. signage;
    - 2.30.5. cleanliness and hygiene;
  - 2.31. procure that any contractors appointed in accordance with paragraph 2.30 of this Part A comply with these Terms and Conditions
  - 2.32. ensure all contractors appointed in accordance with paragraph 2.30 of this Part A are approved in writing by CHW before their engagement (a list of pre-approved contractors can be provided by CHW on request);
  - 2.33. comply with any noise restrictions that may be in place in the Building.
  - 2.34. not distribute, sell or permit to be distributed or sold upon the Premises any newspapers, periodicals, books or any other items without the prior written consent of CHW.
  - 2.35. ensure that no item weighing more than 250 kgs is brought into the Building.
  - 2.36. be responsible for the payment of all royalties or any other sums due to any party in connection with any exhibition or performance which they are presenting.
  - 2.37. shall provide a Risk Assessment and a Health and Safety Policy and a copy of the relevant insurance cover for all equipment, acts and entertainment, not provided for by CHW, for their intended use and or other documents relating to the activities of their Event no later than 10 Business Days prior to the Event;
  - 2.38. shall ensure that the attendees or at the very least the onsite Hirer's event manager or host has read the CHW evacuation policy and procedure which is displayed in each room.
  - 2.39. not fix or attach any signs posters or other items to any wall, door or pillar. Charges will apply to the hirer if this is not adhered to.
  - 2.40. obtain permission from CHW for any sponsor associated with the event held at CHW whether this sponsor is in known before or after the signing of the booking form.
3. **Filming, Photography and other Recordings**
    - 3.1. Any form of recording of an Event by or on behalf of any person shall be subject to the prior written approval of CHW.
    - 3.2. If CHW gives permission under paragraph 3.1 the Hirer shall not, and shall also ensure that those participating in the filming of any Event in the Building shall not, invite or allow any person not directly involved with its filming or broadcast into the Building without the prior written consent of CHW. This includes any member of the media other than those directly involved in such production or filming.
    - 3.3. As soon as reasonably practicable after the Event, the Hirer shall arrange for copies of all film, photographs and other recordings taken to be supplied to CHW at the Hirer's expense and to ensure that all necessary consents are obtained or given for CHW to utilise all or any such photographs, film or other recording for such purposes as CHW may reasonably require from the Hirer and any other third party that may own the copyright or other Intellectual Property Rights therein.
    - 3.4. CHW (or any authorised third party) may record and/or photograph the Event or any of the activities and occurrences associated with the Event by any means. CHW shall have the right to use such recordings and/or photographs in any manner that it, in its sole discretion, deems fit.
  4. **Insurance**
    - 4.1. The Hirer shall procure, and maintain in full force and effect at its own cost, a comprehensive general liability insurance policy or policies with personal injury liability, contractual liability and complete operations liability insurance endorsements protecting both CHW (up to £2m) and the Hirer and their officers and employees arising out of the Hirer's performance of its obligations under this Agreement, and/or the Hirer's negligence in respect of:
      - 4.1.1. all risks arising by reason of the Hirer admitting any person(s), whether its employees, visitors or otherwise, into the Space;
      - 4.1.2. all risks of loss, damage or injury to any third party or their property arising out of the Hirer's presence in the Space;
      - 4.1.3. any damage to any property of CHW; and
      - 4.1.4. any liability of the Hirer to CHW under or in respect of this Agreement.
    - 4.2. Any policy taken out by the Hirer to comply with this paragraph 4 shall be taken out with an insurer of good standing approved by CHW, such approval not to be unreasonably withheld, and shall name CHW as an additional insured and include non-avoidance provisions so that no act or omission by the Hirer shall prejudice any right of CHW to recover under such policy.
    - 4.3. Upon CHW's request, the Hirer shall provide to CHW's evidence of insurance, proof of payment and a copy of the last premium receipt. The Hirer shall notify CHW immediately of any change in the insurance.
  5. **CHW to prepare Risk Assessment**  
As soon as reasonably practicable following a request therefor from the Hirer, CHW shall provide the Hirer with a Risk Assessment for the Space, as well as the Health and Safety Policy Statement and Fire Policy Statement in respect thereof.
  6. **Alteration to the Space**  
CHW may alter the Space and accepts no liability whatsoever in respect of any consequences arising from such alteration. If CHW does so, it shall endeavour to give the Hirer at least 3 months' notice of any work to be carried out.
  7. **Use of Special Effects at Central Hall Westminster**  
The use of smoke, haze, pyrotechnics, confetti, cracked oil, helium balloons or any other special effect must be approved by CHW's on-site AV supplier, CHW's Health & Safety Officer and CHW's Facilities Manager prior to its intended use. It is the hirer's responsibility to seek required approvals; CHW and its suppliers accept no responsibility for cancellation of these elements if required approval has not been granted.  
Utmost priority must be given to the preservation of the building features at all times, most importantly the Great Hall organ and the chandeliers. Under no circumstances are special effects to be used in any manner that may damage these features. Should damage arise as a result of special effects, the hirer accepts full responsibility for any repair costs incurred.

Should the hirer wish to utilise any elements that are likely to require additional cleaning staff or equipment (confetti, etc), the hirer agrees to cover costs for this and to arrange additional cleaning staff and equipment as required and agreed with the CHW facilities manager prior to the event.

## **PART B ADDITIONAL SERVICES**

1. If any Additional Services such as catering services and/or audio-visual services are required for the Event, the Hirer shall confirm the same to CHW at the time of booking or as soon as reasonably practicable thereafter.
2. The Hirer is permitted only to use CHW, or CHW's authorised provider, to provide Additional Services, except as CHW may otherwise agree in writing.
3. These Terms and Conditions shall apply to the provision of the Additional Services save for the provision of audio visual services. Any specific terms relating to the Additional Services shall be agreed in writing in advance between CHW and the Hirer. Any audio-visual services shall be provided by CHW's authorised provider on separate terms and conditions.
4. **CHW's Catering Rights**  
CHW reserves for its own exclusive benefit the right to:
  - 4.1. operate all bar and catering services with the right to sell and provide all refreshments consumed at the Building (including at the Event);
  - 4.2. provide such catering facilities as it may in its absolute discretion think fit;
  - 4.3. access any part of the Space at all times for operating and inspecting any catering or other services run by CHW;
5. **The Hirer's Catering Obligations**  
The Hirer shall not:
  - 5.1. sell, supply or allow to be consumed in the Building any alcoholic liquor, tobacco or other excisable goods without the prior written consent of CHW; and
  - 5.2. sell or supply or permit to be sold or consumed in the Building any food, confectionery, beverage or goods other than those supplied by CHW without the prior written consent of CHW.
  - 5.3. If any items including table linen, furniture, glasses, cutlery and crockery are damaged or stolen during their use for the Event or are not re-usable because of loss or damage the Hirer shall pay to CHW the full costs of repair or replacement.
6. **The Hirer's Production Obligations**
  - 6.1. White Light Ltd (WL) is the exclusive Production Company at CHW and the provider of all Sound and Light equipment. The Hirer must use WL for all production services. In exceptional circumstances, the Hirer may use external Suppliers but this must be agreed in writing by CHW and a fee of £10,000 + VAT per day (on site) will be chargeable to the hirer.
  - 6.2. WL is the exclusive rigging contractor for Central Hall Westminster. Therefore, if permission for an external production company to work at CHW is given all rigging schedules must be submitted to WL at least ten (10) days prior to the Event Date. In the event that further alterations are received after this, any additional costs reasonably incurred and notified by the Hirer, may be charged to the Hirer. The rigging schedule must clearly detail the design, truss configuration and equipment detailed to be suspended from the truss sections or individual rigging points. The company providing production must provide detailed information relating to the weight of each item of equipment to be suspended from the rigging points for verification and certification by WL.
  - 6.3. The certification of the Production Company's rigging schedule will be determined by WL and subsequently executed by WL's rigging specialists. WL's approval and certification of the rigging schedule will be final. WL will charge a 'Rigging Charge Fee' in accordance with the quantity and scale of rigging work undertaken. These fees will be charged to the Hirer.
7. **Ticketing**
  - 7.1. On all concerts 12 tickets (House seats) remain the property of Central Hall Westminster. Unless otherwise agreed, these

are Stalls seats H19-H24 and Balcony seats Row G46-G51

- 7.2. The name of CHW must be acknowledged on all publicity, titles, in announcements and in any credits for the event.

## **PART C Payment Arrangements**

1. The Hirer shall pay CHW the Hire Fee in respect of the Space and the Services as specified in the Contract.
2. Upon the Hirer's signing of the Contract, 50% of the aggregate of the Hire Fee and any applicable Additional Services Fee shall be due (as a deposit) and payable immediately. For the avoidance of doubt, this deposit shall not be returned to the Hirer, should the event be cancelled, except in the absolute discretion of CHW.
3. Between 56 and 14 days before the start of the Hire Period, the balance of the Hire Fee and any applicable Additional Services Fee shall be due and payable to CHW. If, at that time, the Hire Fee for the Event, including any Additional Services Fee, has not been finalised, CHW shall calculate the total estimated value and the Hirer shall pay this amount in full accordingly.
4. If the commencement of the Hire Period is less than 14 days from the date of this Agreement then the whole of the aggregate of the Hire Fee and any applicable Additional Services Fee shall be due and payable on signing of this Agreement.
5. The Hirer may request CHW to provide further services subsequent to the signing of the Contract, details of which CHW shall confirm to the Hirer its agreement to provide such Additional Services in writing as soon as practicable and in any event no less than 7 days before the Event.
6. When Hirer sells space to exhibitors or a 3rd party, any costs incurred by the exhibitor or 3rd party remains the liability of the client who has the contract with us.
7. If the Hirer books additional guests or Additional Services within 14 days of the Event an additional surcharge of 25% + VAT shall be due and payable by the Hirer. For the avoidance of doubt, the Hirer shall pay such surcharge in addition to the aggregate of the Hire Fee and any Additional Services Fee in respect of those extra guests or further Additional Services.
8. The Hirer shall not be permitted access to the Space until all payments due to CHW have been made and CHW has confirmed to the Hirer its receipt of the same.
9. The Hirer will pay for each hour or part of an hour during which such parts of the Space continue to be occupied by the Hirer at the end of the Hire Period, together with the amount of any damages, including legal expenses, payable by CHW to any third party who suffers loss as a result of the Hirer's failure to vacate.
10. Should the Hirer, in the view of CHW, fail to comply with paragraph 2.30 of Part A then CHW shall have the right to provide or arrange for the provision of such services or staff and the costs shall be borne by the Hirer at the rates decided by CHW from time to time, a copy of which is available from the Event Manager on written request.
11. Additional expenditure incurred by CHW during the Hire Period shall be invoiced to the Hirer immediately, and the Hirer shall make full payment within 7 Business Days of the date of the invoice.
12. All fees, prices and other charges shall be exclusive of VAT.
13. **Performing Right Society and Phonographic performance.** The hirer will be liable for any fee's relating to the performance of live or recorded music payable at CHW to the Performing Right Society Limited (PRS). A fee of 3% of the average ticket price (multiplied by the anticipated capacity) will be payable in advance of the event unless there is another fee agreed by the hirer with PRS. CHW and the hirer will settle any differences in fees on the production of a valid receipt.
14. If the Hirer fails to make any payment due to CHW under this Agreement by the due date for payment, then, without limiting any other of CHW remedies under this Agreement, CHW may charge the Hirer interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of payment of the overdue amount or judgment. The Hirer shall

pay any interest payable under this paragraph 11 immediately on demand by CHW.

## **PART D General Terms and conditions**

### **1. Hirer's Warranty**

The Hirer warrants that there are no material facts or circumstances in relation to the Event, or in relation to any similar event staged by the Hirer, which have not been fully disclosed in writing to CHW which, if disclosed, might reasonably have been expected to affect the decision of CHW to enter into this Agreement.

### **2. CHW's Rights**

CHW reserves the right (without liability to the Hirer) to:

- 2.1. prevent access or to remove from the Space any person or persons acting in a way which in CHW's opinion may cause a breach of the peace or may be harmful, undesirable or offensive;
  - 2.2. prevent access to or remove from the Space any person who in the opinion of CHW or its security officers either unreasonably refuses to permit himself and his possessions to be searched on entering the Space or poses an actual or potential security risk or who is in material breach of the terms of this Agreement;
  - 2.3. suspend or control in such a manner and to such extent as CHW may consider necessary any such situation, action or event, where in the opinion of CHW any situation or action or event occurring during the Hire Period on the part of the Hirer is in material breach of the terms of this Agreement or may constitute a danger to public safety including the safety of the persons present at the Event;
  - 2.4. inspect, carry out repairs, replace and modernise the Space and its services and take such other steps as may be necessary to erect and maintain scaffolding or other temporary structures or equipment around or within all or part of the Space with consequent loss of light and inconvenience to visitors providing that:
    - 2.4.1. CHW in exercising this right will have regard to the representations of the Hirer; and
    - 2.4.2. such rights and structures will not materially interfere with or prevent the holding of the Event;
  - 2.5. access the Space and allow its agents, employees and contractors to do so at any time during the Hire Period and such access shall be free and unobstructed;
  - 2.6. remove from the Space and to dispose of or destroy all structures, goods, equipment, waste and other materials brought on to the Space by any person and to treat the same, regardless of their nature, state or condition as refuse and dispose of the same at the cost of the Hirer if the same have not been removed at the end of the Hire Period;
  - 2.7. remove from the Building any person who is causing, or in CHW's opinion may cause, a breach of the peace, disorder or anything contrary to decency or good manners; and
  - 2.8. alter the Space without any liability whatsoever in respect of any consequences arising from such alteration. If CHW does so, it shall endeavour to give the Hirer no less than 3 months' notice of any work to be carried out. publish details of the Event on the CHW website and to include details in any PR or Press release.
  - 2.9.
- ### **3. Termination**
- 3.1. CHW may terminate this Agreement immediately if the Hirer commits a material breach of this Agreement provided that where such breach is rectifiable the same remains unrectified after CHW has served notice on the Hirer specifying the breach, allowing 10 Business Days for the same to be rectified and stating that failure to so rectify the breach may result in termination of this Agreement.
  - 3.2. For the avoidance of doubt any monies due and payable under this Agreement (whether demanded or not), not having been paid on the due dates for payment, shall constitute a material breach. If the Hirer fails to comply with the terms of payment in this Agreement, CHW may cancel any booking or Service and the Event may not take place except in the absolute discretion of CHW.
  - 3.3. CHW may terminate this Agreement immediately if the Hirer becomes insolvent, enters into liquidation (whether compulsorily or voluntarily, otherwise than for the purpose

- of amalgamation or reconstruction) or if an administration order is made in respect of the Hirer.
- 3.4. CHW may terminate this Agreement immediately if the Hirer makes any arrangement or composition with its creditors or has a Receiver (including an Administrative Receiver) appointed over all or any part of its assets or if the Hirer takes any similar action in consequence of debt.
- 3.5. CHW may terminate this Agreement immediately if the Hirer is in persistent default of any of the terms of this Agreement. For the purposes of this paragraph 3.6 "persistent default" means any default, neglect or failure under this Agreement, which has occurred more than twice.
- 3.6. In the event that the Hirer cancels or otherwise terminates this Agreement for any reason between the signing of the contract and 56 days from the start of the events the Hirer shall be liable to pay immediately 50% of the contract value.
- 3.7. In the event that the Hirer cancels the Event, or otherwise terminates this Agreement for any reason less than 56 days before the start of the Hire Period, the Hirer shall be required to pay immediately to CHW the balance of the aggregate of the Hire Fee and any applicable Additional Services Fee notwithstanding that the Event shall not take place.
- 3.8. If either party terminates this Agreement for any reason, it shall inform the other party in writing thereof.
- 3.9. In the event of termination of this Agreement, all sums due and payable under this Agreement shall become immediately due and payable notwithstanding that the Event shall not take place.
- 3.10. Any termination of this Agreement shall be without prejudice to any rights or remedies that may have accrued to either Party.
- 3.11. For the avoidance of doubt, any reference to termination of this Agreement shall include the termination of any licence granted hereunder and the Hirer shall immediately remove CHW's logo from any marketing material.
- 3.12. For the avoidance of doubt, in the event that this Agreement is terminated for any reason before the Event, CHW reserves the right to hire out the Space to a third party.
- 4. Disputes**
- 4.1. If a dispute should arise between the Parties under this Agreement, whether or not the Agreement remains in force, it shall be referred to an appointed representative of each Party who will meet in good faith to resolve the dispute.
- 4.2. Should the Parties be unable to resolve the dispute under paragraph 4 of this Part D, it will be referred on the written request of either Party to such person and on such terms as the Parties agree in writing or, in default of agreement, nominated by Centre for Effective Dispute Resolution.
- 4.3. Any person to whom a reference is made under paragraph 4 of Part D will act as an expert ("Expert") and not as an arbitrator and may appoint such technical expert or experts as he considers necessary to assist him in determining the matter referred to him. The decision of the Expert (which will be given in writing stating the reasons for his decision) shall be final and binding on the Parties except in the case of manifest error or fraud.
- 4.4. The Expert is required to prepare a written decision and give notice (including a copy) of the decision to the Parties within a maximum of three months of the matter being referred to the Expert.
- 4.5. If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph then:
- 4.5.1. either Party may apply to the Centre for Effective Dispute Resolution to discharge the Expert and to appoint a replacement Expert with the required expertise; and
- 4.5.2. this paragraph 4 applies in relation to the new Expert as if he were the first Expert appointed.
- 4.6. Each Party shall provide any Expert with such information as he may reasonably require for the purposes of his determination; if either Party claims any such information contains confidential information, the Expert may, in his sole discretion, not disclose the information to the other Party or to any other person.
- 4.7. All costs in connection with the use of an Expert (including the costs of any technical expert appointed by him) under this paragraph 4 shall be borne in such proportions as the Expert may determine to be fair and reasonable in all the circumstances or, if no such determination is made by the Expert, by the Parties in equal proportions.
- 4.8. All matters concerning the process and result of the determination by the Expert shall be kept confidential among the Parties and the Expert.
- 4.9. Any claim by the hirer of a default in service by CHW of any kind must be made in writing within 24 hours of the end of the event in question. Any claim after this time will not be considered.
- 5. Indemnity**
- 5.1. In this paragraph 5, a reference to CHW shall also include the Methodist Church, and the provisions of this paragraph 5 shall be for the benefit of CHW and the Methodist Church and shall be enforceable by each such member of the Methodist Church in addition to CHW.
- 5.2. The Hirer shall indemnify CHW against all liabilities, costs, expenses, damages and losses suffered or incurred by CHW arising out of or in connection with:
- 5.2.1. the Hirer's breach or negligent performance or non-performance of its obligations under this Agreement;
- 5.2.2. any claim made against CHW for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Event;
- 5.2.3. any claim made against CHW by a third party arising out of or in connection with the provision of any services or the supply of any goods by the Hirer (or any employee, agent or sub-contractor of the Hirer) to any person at the Event;
- 5.2.4. any claim made against CHW by a third party for death, personal injury or damage to property arising out of or in connection with the Event, to the extent that the same is attributable to the acts or omissions of the Hirer, its employees, agents or subcontractors; and
- 5.2.5. the cost of making good all damage to the Space suffered as a result of any act or omission of the Hirer and all costs of any reinstatement or repair which is required together with a daily fee of 150% of the Hire Fee whilst any repair or reinstatement takes place which means the Space, or any part of it, cannot be used commercially. This amount constitutes a genuine pre-estimate of CHW's losses in such circumstances.
- 5.3. This indemnity shall not apply only to the extent that matters covered by paragraph 5.2 arise or are caused by CHW's negligence or default.
- 5.4. If any third party makes a claim, or notifies an intention to make a claim, against CHW which may reasonably be considered likely to give rise to a liability under this indemnity ("Claim"), CHW shall:
- 5.4.1. as soon as reasonably practicable, give written notice of the Claim to the Hirer, specifying the nature of the Claim; and
- 5.4.2. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Hirer (such consent not to be unreasonably conditioned, withheld or delayed), provided that CHW may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Hirer, but without obtaining the Hirer's consent) if CHW believes that failure to settle the Claim would be prejudicial to it in any material respect.
- 5.5. If a payment due from the Hirer under this paragraph 5 is subject to tax (whether by way of direct assessment or withholding at its source), CHW shall be entitled to receive from the Hirer such amounts as will ensure that the net receipt, after tax, to CHW in respect of the payment is the same as it would have been were the payment not subject to tax.
- 6. Liability**
- 6.1. Nothing in this paragraph 6 or elsewhere in this Agreement shall be interpreted as excluding or limiting the Hirer's mandatory statutory rights to any extent.
- 6.2. Nothing in this Agreement limits or excludes the liability of CHW for death or personal injury resulting from negligence or for any damage or liability incurred by the Hirer as a result of fraud or fraudulent misrepresentation by CHW.
- 6.3. Subject only to paragraphs 6.1 and 6.2 and notwithstanding any other provisions of this Agreement, this paragraph 6 sets out the entire financial liability of CHW (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Hirer in respect of:
- 6.3.1. any breach of this Agreement, by CHW, and anything done by its employees, agents or subcontractors which would if done by CHW be a breach of this Agreement;
- 6.3.2. any use made by the Hirer of the Services or any part of them; and
- 6.3.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 6.4. Subject only to paragraphs 6.1 and 6.2 CHW's liability in respect of the matters referred to in paragraphs 6.3.1 to 6.3.3 inclusive whether arising in contract, negligence or other tort or breach of duty is limited so that CHW shall not be liable for loss of profits; business; goodwill reputation, business opportunity or other loss whether direct or indirect.
- 6.5. Subject only to paragraphs 6.1 and 6.2 CHW's liability in respect of the matters referred to in paragraphs 6.3.1 to 6.3.3 inclusive whether arising in contract, negligence or other tort or breach of duty is limited so that CHW's total liability shall be limited to the price paid for the Services.
- 6.6. Subject only to paragraphs 6.1 and 6.2, CHW's liability for all warranties, conditions and other terms implied by statute or common law is, to the fullest extent permitted by law, excluded.
- 7. Entire Agreement**
- 7.1. This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.
- 7.2. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 8. Set-off**
- All amounts due under this Agreement shall be paid by the Hirer to CHW in full without any deduction or withholding (other than any deduction or withholding of tax as required by law), and the Hirer shall not be entitled to claim set-off or to counterclaim against CHW in relation to the payment of the whole or part of any such amount.
- 9. Inadequacy of Damages**
- Without prejudice to any other rights or remedies that CHW may have, the Hirer acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Hirer. Accordingly, CHW shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.
- 10. Notices**
- 10.1. Any notice to be given under this Agreement shall be deemed to be given when delivered by hand, when transmitted on receipt of a print-out confirming due transmission is sent by electronic mail or facsimile, or 3 Business Days after mailing if sent by mail, postage paid and addressed to the registered office of the relevant Party.
- 10.2. If a Party changes its address for notification purposes, then it will give the other Party written notice of the new address and the date on which it will become effective.
- 11. Waiver**
- No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.
- 12. Remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

### 13. Force Majeure

CHW shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the time for performance will be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for 3 months, the Hirer may terminate this Agreement by giving 10 Business Days' written notice to the other Party. For the avoidance of doubt, any monies paid to CHW before such Force Majeure Event may be retained by CHW at its absolute discretion.

### 14. No Partnership or Agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided in this Agreement.

### 15. Assignment

The Hirer shall not assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of CHW.

### 16. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by CHW.

### 17. Severance

17.1. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

17.2. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### 18. Third Party Rights

18.1. Except as expressly provided elsewhere in this Agreement, a person who is not a Party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

18.2. The rights of the Parties to terminate rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

### 19. Governing Law and Jurisdiction

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

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

## PART E Definitions

In this Agreement the following definitions apply:

“Additional Services Fee”	means the total fees payable for the Additional Services as shown on the Contract;
“Additional Services”	means the services to be provided to the Hirer by CHW in addition to the Basic Services as specified in the Contract, or as otherwise agreed in writing by CHW;
“Agreement”	means the Contract and these Standard Terms and Conditions;
“Basic Services”	means the hiring of the Space from CHW;
“Contract”	means the Contract completed by CHW setting out a summary of the commercial terms on which CHW agrees to provide certain Services to the Hirer;
“Building”	means Central Hall Westminster Storey's Gate, London SW1H 9NH;
“Business Day”	means any day other than Saturday, Sunday or a public holiday in England;
“Claim”	has the meaning specified in paragraph 5.4 of Part D of these Standard Terms and conditions;
“Event”	means the event to be held by the Hirer at the Space as specified on the Contract;
“Event Manager”	Means the person nominated by CHW to be the Hirer's main point of contact;
“Expert”	has the meaning specified in paragraph 4.3 of Part D of these Standard Terms and Conditions;
“Hirer”	means the person to whom CHW agrees to provide the Services;
“Hire Fee”	means the fees due from the Hirer in respect of the Services as specified on the Contract;
“Hire Period”	means the period of time during which CHW agrees to hire the Space to the Hirer as specified in the Contract;
“Hire Purpose(s)”	means those purpose(s) for which CHW agrees to hire the Space to the Hirer as specified in the Contract;
“Intellectual Property Rights”	means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, service marks, trade, business and domain names, rights in goodwill or to

prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection in any part of the world, together with and including all applications and all renewals and extensions thereof;

“Parties”	means the parties to this Agreement and “Party” will be construed accordingly;
“Services”	means the Basic Services and any Additional Services which CHW has agreed to provide to the Hirer under this Agreement; and
“Space”	means that area at the Building which CHW agrees to hire to the Hirer as specified in the Contract.

## PART F Interpretation

1. Obligations and liabilities assumed by more than one person are assumed jointly and severally unless otherwise specified.
2. Reference to statutes or statutory provisions include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and to any order, regulations, instruments or other subordinate legislation and to any former statute or statutory provision replaced (with or without modification) by the statute or statutory provision referred to except to the extent that any amendment or modification enacted after the date of this Agreement would increase or extend the liability of any Party to this Agreement.
3. Where CHW's consent or approval is required to be given or obtained, such consent or approval is to be effective and binding on CHW only if in writing and signed by an approved signatory of CHW.
4. References to a right of set-off will include legal and equitable rights of set-off.
5. Part and paragraph headings will not affect the interpretation of this Agreement.
6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
7. Words in the singular will include the plural and vice versa.
8. A reference to any Party will include that Party's personal representatives, successors or permitted assigns.
9. A reference to writing or written includes faxes and e-mail.
10. Any phrase introduced by the terms including, include, in particular or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms. Where the context permits, the words other and otherwise are illustrative and will not limit the sense of the words preceding them.
11. Any obligation in this Agreement not to do something includes an undertaking not to permit that thing to be done.