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VENUE (B2B)

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**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<Name of Company>> [a] <<Country of Registration>> under  
number <<Company Regi >> whose registered office is at] **OR** [of]  
<<insert Address>> ("the C
- (2) <<Name of Customer>> [a] <<Country of Registration>> under  
number <<Company Regi >> whose registered office is at] **OR** [of]  
<<insert Address>> ("the C

**WHEREAS:**

- (1) The Company operates <> <> (the "Venue") and makes the  
Venue and associated se <> by customers for private, non-  
commercial purposes.
- (2) The Customer wishes to h <> Company's services subject to the  
terms and conditions of this

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement <> otherwise requires, the following  
expressions have the

**"Booking"**

arrangement of the hire of the  
not limited to, the dates for the  
Fees, and the date(s) when they  
fication of the Event, and the  
ents. The Booking is attached  
;

**"Business Day"**

er than Saturday or Sunday) on  
s are open for their full range of  
<insert location>>;

**"Catering Service"**

service operated by or nominated  
ch shall be available to provide  
e Venue and the Event;

**"Confidential Information"**

either Party, information which is  
y by the other Party pursuant to  
this Agreement (whether orally or  
r medium, and whether or not the  
sly stated to be confidential or

**“Data Protection Legislation”**

**“Deposit”**

**“Event”**

**“Hire Fees”**

**“Hired Personnel”**

**“Hire Term”**

**“Personnel Fees”**

1.2 Unless the context of

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communicat

1.2.2 a statute or  
provision as

1.2.3 “this Agree  
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or  
(other than t

1.2.6 a "Party" or t

1.3 The headings used  
no effect upon the i

1.4 Words imparting the

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legislation in force from time to  
ngdom applicable to data  
y including, but not limited to, the  
ed EU law version of the General  
ulation ((EU) 2016/679), as it  
of England and Wales, Scotland,  
by virtue of section 3 of the  
hdrawal) Act 2018); the Data  
(and regulations made  
Privacy and Electronic  
gulations 2003 as amended;

ble by the Customer under  
ement;

unction which the Customer  
Venue as described in Schedule

able by the Customer for the hire  
rmined under Clause 5 and  
greement;

mpany’s employees that are  
omer for the purposes of setting  
erwise assisting with the Event in  
use 22 of this Agreement;

tion of the Venue hire as defined  
greement; and

ble by the Customer for any Hired  
in Schedule 3 of this Agreement.

reference in this Agreement to:

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transmission or similar means;

e is a reference to that statute or  
at the relevant time;

this Agreement and each of the  
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graph of the relevant Schedule.

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## 2. Booking

- 2.1 The Customer shall provide the following information in the Booking information. Details required shall include, but not be limited to, the date, time, purpose, the number of guests to be invited, entertainment requirements and technical requirements and catering requirements.
- 2.2 At the time of making the Booking, the Customer shall provide, as possible thereafter (and in any event not less than 14 days prior to the start of the Hire Term) the following information: a copy of the guest list for the Event. [The guest list is attached to the Booking information.]
- 2.3 When making the Booking, the Customer shall provide the date and duration of the Event, detailed in Schedule 2.
- 2.4 Upon completion of the Event, the Customer shall pay to the Company by the Company of the Deposit for the agreed Hire Term subject to the terms and conditions of the Agreement.

## 3. Hire Term

- 3.1 The Hire Term shall commence at <<insert time>> on <<insert date>> and shall last for a period of <<insert period>>, ending at <<insert time>> on <<insert date>>.
- 3.2 In the event that the Customer wishes to extend the Hire Term after the commencement of the Hire Term, the Company shall endeavour to accommodate such extensions will be provided, but the Company warrants nor represents that such extensions will be provided.
- 3.3 The Hire Term shall be confirmed in writing and in any event at least <<insert period>> in advance of the Event at the latest. The Hire Term may only be subsequently varied in writing <<insert period>> prior to the start of the Hire Term.

## 4. Deposit

- 4.1 The Customer shall pay to the Company an amount of <<insert sum>> to the Company upon the signing of this Agreement to confirm the Booking. The Deposit shall constitute <<insert percentage>> of the total Hire Fees. The Booking Deposit is paid in full.
- 4.2 Subject to the cancellation provisions in Clause 6, and sub-Clauses 29.2 and 30.5, the Deposit shall be applied towards the Hire Fees.

## 5. Fees and Payment

- 5.1 The Customer shall pay to the Company in accordance with this Agreement the Hire Fees for the hire of the Venue and associated services.
- 5.2 Hired Personnel and other services with Clause 22 shall attract Personnel Fees which shall be payable on an hourly basis at the rate(s) set out in Schedule 3.
- 5.3 All payments required under this Agreement by either Party shall be made, by direct debit or by BACS, within <<insert period>> of the date of the relevant invoice in the currency <<insert currency>> in cleared funds to such bank in <<insert location>> and may from time to time nominate, without any set-off, and except such amount (if any) of tax as that Party is required to pay by law.

- 5.4 Where any payment is required to be made on a day which is not a Business Day, the payment shall be made on the next following Business Day.
- 5.5 If either Party fails to pay any amount which is payable to the other pursuant to this clause, then, without prejudice to and notwithstanding such failure, the amount shall bear interest from the due date until payment is made, before and after any judgment, at the rate of <<insert name>> base rate for annum over the <<insert bank name>>.
6. **Cancellation of Booking**
- 6.1 Subject to the provisions of the following, the following shall apply to the cancellation of the booking:
- 6.1.1 If the Customer cancels the booking more than <<insert period>> ahead of the start of the Hire Term, the Company shall issue a full refund of all sums paid, excluding the Deposit.
- 6.1.2 If the Customer cancels the booking less than <<insert period>> but more than <<insert period>> of the start of the Hire Term, the Company shall refund all sums paid, excluding the Deposit.
- 6.1.3 If the Customer cancels the booking less than <<insert period>> ahead of the start of the Hire Term, the Company shall retain all sums paid and any outstanding sums shall become immediately due and payable. No refund shall be made.
- 6.1.4 If the Customer cancels the booking at the time of the Hire Term, the Company shall retain all sums paid and shall charge the Customer a non-attendance penalty as detailed in Schedule 1.
- 6.2 Subject to the provisions of the following, the Company may cancel the Booking at any time prior to the start of the Hire Term and shall refund all sums paid, including the Deposit.
- 6.3 Where a refund is required, the refund shall be paid by <<insert payment method>> within <<insert period>> Business Days of the event triggering such refund.
7. **Technical Facilities**
- 7.1 The Company shall provide the following technical facilities as standard at no additional cost to the Customer:
- 7.1.1 <<insert item>>
- 7.1.2 <<insert item>>
- 7.1.3 <<insert item>>
- 7.1.4 <<insert item>>
- 7.1.5 <<insert item>>
- 7.2 The following items shall be provided at additional cost, such cost to be reflected in the Hire Price:
- 7.2.1 <<insert item>>
- 7.2.2 <<insert item>>

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7.2.3 <<insert item>>

7.2.4 <<insert item>>

7.3 Technical facilities shall be specified at the time of Booking or as soon as possible. The Company is unable to guarantee the availability of the facilities if booked or requested less than <<insert period>> prior to the Hire Term.

## 8. Utilities

8.1 Unless expressly stated otherwise, the use of all utilities including gas, electricity and water shall be included in the Hire Fees. No additional charges shall be levied.

8.2 If, in the Company's opinion, the Customer is likely to use an abnormally high amount of any utility during the Hire Term it shall have the option of metering the use of the relevant utilities and charging a separate fee thereon. The Customer shall be informed of any such decision in writing prior to the start of this Agreement.

## 9. Use of the Venue

9.1 If any additional equipment or similar is supplied to the Venue for the Event, such equipment may only be used in a way that does not require any destructive fixing to the structure of the Venue or require the use of glue, nails, tacks, screws or other fasteners.

9.2 The Customer shall be responsible for making good any damage to the Venue caused as a result of the use of the Venue, but not limited to, any damage done as a result of a breach of this Agreement.

9.3 The Customer may not store any gas cylinders in the Venue or any other containers of flammable, toxic, corrosive, or hazardous without the prior written permission of the Company, such permission to be sought at least <<insert period>> prior to the start of the Hire Term.

9.4 The Customer may not bring any animals into the Venue without the prior written permission of the Company, such permission to be sought at least <<insert period>> prior to the start of the Hire Term. However, guide dogs for the blind are exempt from this requirement and no such prior written permission is required.

9.5 Except where it is permitted by the provisions of the Hypnotism Act 1952, the Customer shall not allow any magic tricks to take place during the Event.

9.6 The Customer may not use any candles or other lighted flames inside the Venue without the prior written permission of the Company.

9.7 The Customer may not allow the sale of goods to take place during the Event without the prior written permission of the Company.

## 10. Advertising and Promotion

10.1 The Customer shall be responsible for advertising and promoting the Event. Any and all advertising material shall be checked and approved by the Company prior to the Event. The Company reserves the right to refuse any advertising material unreasonably without giving any reasons.

10.2 All advertising material shall be submitted to the Company for approval at least <<insert period>> prior to the start of the Hire Term.

least <<insert period>> prior to the Hire Term.

## 11. Health and Safety

- 11.1 Any and all electrical equipment used by the Customer during the Event must be fully PAT tested and must bear the appropriate labels and be accompanied by appropriate certificates as proof of such testing and compliance.
- 11.2 The Company shall ensure that all electrical equipment at any time during the Hire Term complies with sub-Clause 11.1 and shall have the right to remove, or require the removal of, any equipment not in compliance with that provision for the duration of the Hire Term.
- 11.3 The Venue has a total of <<insert number>> electrical sockets. A maximum of <<insert number>> may be used simultaneously at any given time. The use of multi-plugs or extension blocks (of up to <<insert number>> sockets) is prohibited.
- 11.4 The Customer shall ensure that all exits and fire equipment prior to the start of the Hire Term are clear and access thereto must remain completely unobstructed. All fire exits and equipment must remain as such throughout the Hire Term. The Venue is unoccupied. Fire equipment must not be used for any other purpose unless being used for its intended purpose.
- 11.5 A maximum of <<insert number>> staff shall be permitted in the Venue at any one time. The Company shall have the right to inspect the Venue during the Hire Term and shall request the removal of any staff in excess of the numbers stated above.

## 12. Access to the Venue

- 12.1 The Customer shall provide a plan of the Venue showing access points. The loading and unloading area shall be located at <<insert description of location>>.
- 12.2 Access for loading and unloading shall be permitted between <<insert times>> and <<insert times>>. Access outside of these hours shall be by prior arrangement only at the Company's sole discretion.
- 12.3 Parking facilities are available at <<insert description of parking facilities>>. [ <<insert description of parking facilities>> ]

## 13. Stewarding

- 13.1 The Customer shall provide a minimum number of stewards for the Event. The stewards shall be responsible for overseeing the general hiring and unloading of the Venue.
- 13.2 Stewards shall be responsible for overseeing emergency procedures including, but not limited to, the evacuation of the Venue in case of fire. All stewards must be fit for duty at all times.
- 13.3 Stewards must be of legal age of 18 and must be on duty at any time that there is a public in the Venue during the Hire Term.
- 13.4 All stewards must be provided with a high-visibility vest and a whistle.

#### 14. Disability Provision

- 14.1 Wheelchair access to the Venue. [The standard at the Venue. [<insert description of access provided>]] be made if no standard access is provided.]
- 14.2 For fire safety reasons, the Venue may only account for a maximum of <insert percentage> of the Venue's seating capacity. If a greater number of wheelchair users wish to attend the Event, then the Customer must submit a written request for the Venue's consideration. The Company shall use all reasonable endeavours to accommodate such a request.
- 14.3 The Venue is [not] equipped with a hearing aid loop for hearing aid users. [The Venue is equipped with a hearing aid loop. The equipment at the venue: <list equipment>.]

#### 15. Good Order and Nuisance

- 15.1 The Customer shall maintain good order and control. This obligation includes ensuring the sobriety of the Customer's staff, performers, exhibitors, Hired Personnel and other individuals that are in attendance for the purposes of the Event. The Company shall have control of the Venue at all times. The Customer must ensure that no noise or disturbance is caused that exceeds <insert sound level>db at any time.
- 15.2 Noise must be kept to a minimum at all times. The Customer must ensure that no noise or disturbance is caused that exceeds <insert sound level>db at any time.
- 15.3 Amplified music use is permitted at any time. The sound level must not exceed <insert sound level>db at any time.
- 15.4 [Fireworks are permitted at the Venue, subject to the following conditions:]
- 15.4.1 On <insert date> <insert time> <insert time>, fireworks may be set off until <insert time>.
- 15.4.2 On <insert date> <insert time> <insert time>, fireworks may be set off until <insert time>.
- 15.4.3 On <insert date> <insert time> <insert time>, fireworks may be set off until <insert time>.
- 15.4.4 On <insert date> <insert time> <insert time>, fireworks may be set off until <insert time>.
- 15.4.5 <insert additional conditions> [if required.]

#### 16. Recording and Broadcasting

- 16.1 No recording of sound or video is permitted during the Event (in the Venue or elsewhere) for commercial reasons or for promotional purposes without the prior written consent of the Company. In any event, such consent not to be unreasonably withheld.
- 16.2 No broadcasting of sound or video is permitted during the Event without the prior written consent of the Company. This includes radio broadcasting, television broadcasting, streaming, podcasting, etc. Textual updates including blogging are not prohibited.

#### 17. Press

- 17.1 If the Customer intends to invite members of the press or media for the Event, the Customer must submit a written request for the Company's consideration.



- purposes of reporting in the normal course of their duties. The Customer must submit a written request to the Company at least 14 days prior to the start of the Hire Term for the Company's approval, such approval may be withheld.
- 17.2 In the event that media gain unauthorised entry to the Event the Customer is responsible however it may be authorised and unknown.
18. **Films**
- 18.1 The Customer may show films at the Event provided any such shows are in accordance with the Cinemas Act 1985. Under that Act, the Customer must give written notice to the Company of its intention to show a film.
- 18.2 Where a projector is used, a clear area of at least 1 metre must be left around the projector. Only authorised personnel shall be permitted within that area during the evening hours of the Event.
19. **Music**
- 19.1 <<Insert a description of the music to be performed. Describe requirements for the music in their Event>> The music must be available for the Venue, if any. The performer must meet in order to perform.
- 19.2 <<Insert a description of the music to be performed. Describe requirements for the music in their Event>> The music must be available for the Venue, if any. The performer must meet in order to play music.
20. **Catering**
- 20.1 The Customer shall provide a catering service of its own choice or of using a third party catering service of the Customer's choice. The Customer must submit details of that service to the Company at least 14 days prior to the start of the Hire Term for the Company's approval, such approval may be withheld.
- 20.2 If the Customer chooses a third party catering service it shall be invoiced separately for all catering charges. The cost of catering will not form part of the Hire Fee.
- 20.3 If the Customer chooses a third party catering service the Company shall have the right to inspect the service. Further to this right the Company shall have the right to refuse food for food safety and hygiene. Any such inspections are at the Company's discretion and shall be carried out at the exclusive discretion of the Company.
21. **Licensing and Alcohol**
- 21.1 The Company [does not] provide a licensed bar and associated staff at the Venue. The Customer must provide its own use of the bar it shall provide at least <<insert period of time>> of attention to use it.]
- 21.2 The Customer shall be responsible for operating their own bar during the Event or may use a third party bar.

22. **Hired Personnel**

- 22.1 The Company employs staff which can be made available for the use of the Customer. The hiring of such staff shall have been outlined to the Customer in writing.
- 22.2 If the Customer wishes to hire any of the Hired Personnel they shall select the individual(s) to be hired no less than <<insert period>> prior to the start of the Hire Term. The Hired Personnel shall be made available at the start of the Hire Term and shall remain on hand for the duration of the Hire Term unless otherwise agreed.
- 22.3 Personnel Fees shall be payable for all Hired Personnel. Each individual of the Hired Personnel shall submit a time sheet to the Customer on a <<insert interval>> basis] **OR** [at the end of the Hire Term] of the hours worked. The Customer shall sign the time sheet to confirm those hours. Any disputes as to hours worked shall be referred to the Customer.
- 22.4 During the Hire Term the Hired Personnel are servants of the Customer. The Customer shall be responsible for the Hired Personnel during the Hire Term. Nothing in this Agreement, however, shall affect the relationship of employer and employee between the Customer and the Hired Personnel. The Company's responsibilities as set out in this Agreement shall be unaffected by the Hire Term.

23. **Removal following Event**

Unless otherwise agreed, the Customer shall be required to vacate the Venue by <<insert time>> on the final day of the Hire Term. If the final day of the Hire Term is a bank holiday, the removal must be completed by <<insert time>> on Monday. If the final day of the Hire Term is a bank holiday, the removal must be completed by <<insert time>> on the next normal week day. Removal on bank holidays shall be by prior arrangement.

24. **Insurance**

- 24.1 The Company has a public liability insurance policy in force for the Venue and all other property of the Company at the Venue either permanently or only for the duration of the Hire Term.
- 24.2 The Customer shall be responsible for obtaining adequate insurance cover for any additional items brought to the Venue. The Company's insurance shall not cover the loss or damage to or loss of any third parties.
- 24.3 The Customer shall maintain a public liability insurance policy with a minimum sum of <<insert sum>> which shall cover the Company's liability for claims, damages and expenses associated with the use of the Venue by the Customer, its employees and guests while they are present at the Venue.
- 24.4 The Customer shall indemnify the Company of any and all claims, damages and expenses associated with the use of the Venue by the Customer, its employees and guests while they are present at the Venue.

25. **Liability, Indemnity and**

25.1 The Company will not be liable to the Customer for any damage to or loss of property of the Customer or its invitees, employees or contractors which occurs during the Hire Term whether or not due to any negligence or omission of the Company or any of the Hired Personnel [save for damage to the property of the Customer for damage caused by any defect in or lack of maintenance of the structure which either forms part of the Venue or is provided by the Customer for the Event].

25.2 The Customer shall not be liable to the Company for the negligent or other acts or omissions of the Hired Personnel or the Venue during the Hire Term (or the Company shall indemnify the Company in respect of all claims howsoever arising from or loss of property or personal injury sustained by any invitee of its invitees at the Venue attributable to any such acts or omissions).

25.3 The Company shall, in addition to the condition or other terms of this Agreement, be liable to the Customer for consequential loss, damage or injury caused by the Company's performance of its obligations under the Agreement of the Venue or use of the Venue by the Customer under this Agreement.

25.4 Notwithstanding any provisions of this Agreement which cannot legally be enforced, the Company's liability for:

- (a) death or personal injury;
- (b) fraud or fraudulent misrepresentation;

25.5 If there is any pre-condition to the Company's obligation to take after the date of the Hire Term in order to provide the Catering Service as a basis for the Event, it shall be deemed to be an obligation of the Company to take each such step. For the avoidance of doubt, the obligation shall also be an obligation of the Company for the Event.

26. **[Data Protection]**

For complete details of the processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for the processing, the Customer's rights and how to exercise them, and personal data processing, please refer to the Company's Privacy Notice [located at >>>].]

27. **[Data Processing]**

27.1 In this Clause 27, "data controller", "data processor", and "personal data" shall have the meaning defined in the Data Protection Legislation.

27.2 [All personal data to be processed by the Company on behalf of the Customer in accordance with the terms of the Agreement shall be processed in accordance with the terms of the Agreement.]

Data Processing Agreement  
[pursuant to this Agreement]

by the Parties on <<insert date>>

OR

- 27.2 [The Parties hereby agree to both comply with all applicable data protection requirements and to comply with all applicable data protection requirements. This Clause 27 shall not relieve the Parties of their obligations set out in the Data Protection Legislation to move or replace any of those obligations.
- 27.3 For the purposes of the Data Protection Legislation and for this Clause 27, the Company is the “Data Controller” and the Customer is the “Data Processor”.
- 27.4 The type(s) of personal data, the nature and purpose of the processing, and the location of the processing are set out in Schedule 1.
- 27.5 The Data Controller shall ensure that all necessary consents are in place all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes of the Agreement.
- 27.6 The Data Processor shall ensure that all personal data processed by it in accordance with the instructions under this Agreement:
- 27.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process the personal data. The Data Processor shall promptly notify the Data Controller if it is unable to process the personal data unless prohibited from doing so by law;
- 27.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from unlawful processing, accidental loss, damage or destruction, (b) are proportionate to the risks to the personal data, taking into account the state of the art, the cost of implementing those measures and the nature, scope, context and purposes of processing; and (c) are set out in Schedule 4;
- 27.6.3 Ensure that all persons (whether or not they are contractually obliged to keep confidential) who have access to the personal data (whether or not they are contractually obliged to keep confidential) are contractually obliged to keep confidential;
- 27.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:
- 27.6.4.1 The Data Controller and/or the Data Processor have implemented suitable safeguards for the transfer of the personal data;
- 27.6.4.2 The Data Controller and/or the Data Processor have implemented suitable safeguards for the transfer of the personal data;
- 27.6.4.3 The Data Controller and/or the Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection for any and all personal data so transferred;
- 27.6.4.4 The Data Controller and/or the Data Processor complies with all reasonable requirements advanced by the Data Controller in connection with the processing of the personal data.

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27.6.5 Assist the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with applicable Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner);

27.6.6 Notify the Data Controller of any breach of security or confidentiality without undue delay of a personal data breach;

27.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) all personal data and any and all copies thereof to which the Data Processor is bound by this Agreement unless it is required to retain such data by law; and

27.6.8 Maintain complete and accurate records of all processing activities and the measures implemented necessary to ensure compliance with Clause 27 and to allow for audits by the Data Controller or any other person designated by the Data Controller.

27.7 [The Data Processor shall be responsible for ensuring compliance with any of its obligations with respect to the processing of personal data under this Clause 27.]

OR

27.7 [The Data Processor shall not transfer any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 27 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). Where the Data Processor appoints a sub-contractor, the

27.7.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 27 and which shall permit both the Data Controller and the Data Processor to enforce those obligations; and

27.7.2 Ensure that the sub-contractor complies fully with its obligations under applicable Data Protection Legislation.

27.8 Either Party may, at any time, terminate this Agreement by giving the other Party <<insert period, e.g. 30 calendar days'>> notice, after which the other Party shall replace it with any applicable data protection clauses from a standard data protection scheme. Such termination shall be subject to the other Party's replacement by attachment to this Agreement.]

## 28. Confidentiality

28.1 Each Party undertakes to keep confidential all information provided by sub-Clause 28.2 or as otherwise disclosed to it in writing, and it shall, at all times during the continuance of this Agreement and for a period of <<insert period>> years] after its termination:

28.1.1 keep confidential all information;

28.1.2 not disclose such information to any other party;

28.1.3 not use any such information for any purpose other than as contemplated by the terms of this Agreement;

28.1.4 not make any disclosure of such information in any way or part with possession of any Confidential Information.

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28.1.5 ensure that  
contractors of  
be a breach

officers, employees, agents, sub-  
which, if done by that Party, would  
Clauses 28.1.1 to 28.1.4 above.

28.2 Either Party may:

28.2.1 disclose any

to:

28.2.1.1 an

liar of that Party;

28.2.1.2 an

authority or regulatory body; or

28.2.1.3 an  
afore

of that Party or of any of the  
es or bodies;

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such body u  
such body)  
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keep the Co  
purposes for

for the purposes contemplated by  
limited to, the provision of the  
in each case that Party shall first  
in question that the Confidential  
pt where the disclosure is to any  
2 or any employee or officer of any  
ng to the other Party a written  
party in question. Such undertaking  
in the terms of this Clause 28, to  
nfidential and to use it only for the  
made; and

28.2.2 use any Cor  
other person  
or at any tin  
fault of that  
not disclose  
knowledge.

any purpose, or disclose it to any  
it is at the date of this Agreement,  
nes, public knowledge through no  
use or disclosure, that Party must  
tial Information which is not public

28.3 The provisions of t  
their terms, notwiths

tinue in force in accordance with  
of this Agreement for any reason.

## 29. Force Majeure

29.1 The Company sha  
obligations under th  
cause that is beyon  
include, but are not  
industrial action, civ  
acts of war, govern  
beyond the control o

failure or delay in performing its  
h failure or delay results from any  
l ("Force Majeure"). Such causes  
e, internet service provider failure,  
ns, earthquakes, acts of terrorism,  
er similar or dissimilar event that is

29.2 In the event that as  
obligations under th  
either Party may at  
the end of that peri  
entitled to retain fr  
which may still be  
expenses and disbu  
shall or may be lia  
Venue or the Event  
be reasonable and  
may, but shall not  
consider reasonab  
relevant third parti

the Company cannot perform its  
huous period of <<insert period>>,  
his Agreement by written notice at  
termination, the Company shall be  
y received from the Customer or  
er to the Company such costs,  
mpany has incurred or for which it  
in connection with the hire of the  
the Company's overhead as shall  
e to the Customer. The Company  
n steps as it shall in its discretion  
n costs and expenses from the  
o deduction of costs incurred in

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- connection therewith to be recovered to the Customer.
- 29.3 The Company shall, in writing as soon as possible if and when any such Force Majeure event is likely to continue and its likely impact on the Company's obligations.
- 30. Term and Termination**
- 30.1 This Agreement shall commence on the date it is made and shall continue from that date until terminated, subject to the provisions of this Clause 30.
- 30.2 In the event of cancellation of this Agreement shall immediately terminate.
- 30.3 Either Party may terminate this Agreement by giving written notice to the other Party.
- 30.3.1 any sum owed by the other Party under any of the provisions of this Agreement not paid within <<insert period>> Business Days after the date of breach;
- 30.3.2 the other Party is in breach of any of the provisions of this Agreement and is not capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice giving it the opportunity to be remedied;
- 30.3.3 an encumbrance is placed on, or where the other Party is a company, a charge is created over any of the property or assets of the other Party;
- 30.3.4 the other Party enters into an arrangement with its creditors or to an administration order (within the meaning of Section 86);
- 30.3.5 the other Party is a company, or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction and in such case the other Party therefrom effectively agrees to be bound by or subject to any order imposed on that other Party under the provisions of the foregoing under the law of any jurisdiction of the other Party;
- 30.3.6 anything and all the business of the other Party to cease, to carry on business; or
- 30.3.7 that other Party is controlled by any person or connected persons not named in this Agreement. For the purposes of this Clause 30, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.
- 30.3.8 control of the other Party shall be considered capable of remedy if the Party in question is not bound by or subject to the provision in question in all respects.
- 30.4 For the purposes of this Agreement under sub-Clause 30.3, the Company shall not be bound by or subject to the Customer any Deposit or other amount(s) received from the Customer and the Customer

- shall not be liable for any damages payable under this Agreement.
- 30.6 The rights to terminate or vary given by this Clause 30 shall not prejudice any other rights of either Party in respect of the breach concerned (if any) of the Agreement.
31. **Effects of Termination**
- Upon the termination of this Agreement on:
- 31.1 any sum owing by either Party under any of the provisions of this Agreement shall be due and payable;
- 31.2 all Clauses which, by their nature, relate to the period after termination shall remain in full force and effect;
- 31.3 termination shall not affect the right to damages or other remedy in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of this Agreement which existed at or before the date of termination;
- 31.4 subject as provided in Clause 28, neither Party shall be obliged to perform any obligation to the other; and
- 31.5 each Party shall (either before or after termination) cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain Confidential Information.
32. **No Waiver**
- No failure or delay by either Party in exercising its rights under this Agreement shall be deemed to be a waiver by either Party of a breach of any provision of this Agreement or to be a waiver of any subsequent breach of the same or any other provision.
33. **Further Assurance**
- Each Party shall execute all such deeds, documents and things as may be necessary to carry out the intention of this Agreement into full force and effect.
34. **Costs**
- Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying into effect of this Agreement.
35. **Set-Off**
- Neither Party shall be entitled to set off or sums received in respect of this Agreement at any time.
36. **Assignment and Sub-Contracting**
- 36.1 [Subject to sub-Clause 36.2] Neither Party may assign (otherwise than by floating charge) or sub-licence (otherwise than by sub-contract or other agreement) all or any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.



- withheld.
- 36.2 [[Subject to the provisions of the] **OR** [The] Company shall be entitled to perform the work undertaken by it through any other member of its group or through any qualified and skilled sub-contractors. Any act or omission of the member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Company.]
37. **Time**
- [The Parties agree that all the provisions of this Agreement shall be of the essence of this Agreement]
- OR**
- [The Parties agree that the provisions of this Agreement are for guidance only and may be varied by mutual agreement of the Parties.]
38. **Relationship of the Parties**
- Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other relationship between the Parties other than the contractual relationship expressed in this Agreement.
39. **Non-Solicitation**
- 39.1 Neither Party shall, after the termination of this Agreement and for a period of <<insert period>> after its termination, employ or contract the services of any person who is or was previously engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party].
- 39.2 Neither Party shall, after the termination of this Agreement and for a period of <<insert period>> after its termination, solicit or entice away from the other Party any customer or client with whom solicitation or enticement would cause damage to the other Party [without the express written consent of that Party].
40. **Third Party Rights**
- 40.1 [No part of this Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.]
- OR**
- [The Parties acknowledge that the Agreement is intended to benefit and shall so benefit <<insert name of third party / parties>> for the purposes of the Contracts (Rights of Third Parties) Act 1999 and, subject to the provisions of the Act, the Parties agree not to confer any rights on any other third parties under the Agreement.]
- 40.2 Subject to this Clause, the Agreement shall continue and be binding on the transferee, successors and assigns of the Party as required.
41. **Notices**
- 41.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the authorised officer of the Party giving the

notice.

41.2 Notices shall be deemed to have been given:

41.2.1 when delivered in person to the addressee or to a registered messenger;

41.2.2 when sent, by post or by email, and a successful return receipt is generated; or

41.2.3 on the fifth business day after the date of the mailing, if mailed by national ordinary mail.

In each case notice shall be deemed to have been given to the most recent address or e-mail address notified to the Party.

given:

by a registered messenger (including during business hours of the recipient; or

and a successful return receipt is

g mailing, if mailed by national

the most recent address or e-mail

## 42. Entire Agreement

42.1 [Subject to the provisions of this Agreement, the entire agreement between the Parties and may not be modified or amended by any authorised representative of either Party.

is] OR [This] Agreement contains the entire agreement with respect to its subject matter and may not be modified or amended in writing signed by the duly authorised representative of either Party.

42.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty made by the other Party, except as expressly provided in this Agreement. Each Party shall be bound by the terms implied by statute or common law.

to this Agreement, it does not rely on any representation or warranty made by the other Party, except as expressly provided in this Agreement. Each Party shall be bound to the fullest extent permitted by law.

## 43. Counterparts

This Agreement may be executed in counterparts and by the Parties to it on separate occasions. Each counterpart shall be an original, but all counterparts together shall constitute one and the same instrument.

number of counterparts and by the Parties to it on separate occasions when so executed and delivered together shall constitute one and the same instrument.

## 44. Severance

In the event that one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, such provisions shall be severed from the remainder of this Agreement and the remainder shall remain valid and enforceable.

of this Agreement is found to be unlawful, invalid or otherwise unenforceable, such provision(s) shall be deemed severed from the remainder of this Agreement and the remainder shall remain valid and enforceable.

## 45. Dispute Resolution

45.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations. If the Parties cannot resolve the dispute, they shall refer the dispute to their appointed representatives who shall attempt to resolve the dispute.

dispute arising out of or relating to this Agreement through negotiations. If the Parties cannot resolve the dispute, they shall refer the dispute to their appointed representatives who shall attempt to resolve the dispute.

45.2 [If negotiations under paragraph 45.1 do not resolve the matter within <<insert period>> days, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.

do not resolve the matter within <<insert period>> days, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.

45.3 [If the ADR procedure under paragraph 45.2 does not resolve the matter within <<insert period>> days, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.

45.2 does not resolve the matter within <<insert period>> days, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.

45.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties.

45.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are

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unable to agree on  
may, upon giving v  
Deputy President fo  
the appointment of  
that may be require

45.5 Nothing in this Cl  
applying to a court f

45.6 The Parties hereby  
dispute resolution u  
Parties.

46. **Law and Jurisdiction**

46.1 This Agreement (inc  
therefrom or assoc  
accordance with, th

46.2 Subject to the provi  
or claim between t  
contractual matters  
shall fall within the j

**IN WITNESS WHEREOF** this Ag  
before written

SIGNED by  
<<Name and Title of person signir  
for and on behalf of <<Company N

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signir  
for and on behalf of <<Customer's

In the presence of  
<<Name & Address of Witness>>

Rules for Arbitration, either Party  
r Party, apply to the President or  
Chartered Institute of Arbitrators for  
ors and for any decision on rules

either Party or its affiliates from  
f.

and outcome of the final method of  
[not] be final and binding on both

ual matters and obligations arising  
e governed by, and construed in  
ales.

dispute, controversy, proceedings  
is Agreement (including any non-  
herefrom or associated therewith)  
of England and Wales.

executed the day and year first

**Booking**

<<Insert full details of the booking  
Customer requirements etc.>>

ed to, full Venue details, Hire Term,

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**Event**

<<Insert a detailed description / speaker's Event>>

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**Hire Fees**

<<Insert full specification of all Hire Fees>>

[Unless the date(s) for payment of Hire Fees to the Deposit is not specified below, it/they shall be payable no later than 14 days before the Event.]

**Personnel Fees**

<<Insert full specification of all Personnel Fees>>

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## 1. Data Processing

### Scope

<<Insert description of the scope of processing to be carried out>>.

### Nature

<<Insert description of the nature of processing to be carried out>>.

### Purpose

<<Insert description of the purpose of processing to be carried out>>.

### Duration

<<Insert details of the duration of the processing>>.

## 2. Types of Personal Data

<<List the types of personal data to be processed>>.

## 3. Categories of Data Subject

<<List the categories of data subject>>.

## 4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 27.6.2>>.

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