

## BODY AND SOUL ROOM HIRE TERMS AND CONDITIONS

### 1. LICENCE FOR USAGE

BS grants the Hirer a licence to use the Room (as defined in the Booking Form) at 99-199 Rosebery Avenue, London, EC1R 4RE (the "Premises") on the dates and during the hours set out in Section 3 of the Booking Form (the "Hire Period") for the purposes of the Event (as defined in the Booking Form).

### 2. HIRER'S OBLIGATIONS

The Hirer agrees and undertakes to:

- 2.1 ensure that all persons attending the Event (the "Delegates") observe the provisions of this Agreement, do not commit any nuisance, disturbance, damage, annoyance, inconvenience or interference to the Premises (including but not limited to the Room) or any adjoining or neighbouring premises and comply with all reasonable requests of BS employees and/or volunteers;
- 2.2 comply with all security, health and safety, fire and other regulations and statutory requirements relating to the Premises and not commit any illegal acts and to follow any directions given by BS employees and/or volunteers in respect of the same;
- 2.3 not carry out any electrical or other works, use their own electrical equipment or fix anything to the floors, ceilings, walls or any other part of the Premises without BS's prior written consent;
- 2.4 not bring any inflammable, noxious or dangerous items onto the Premises and remove any items (whether or not they are inflammable, noxious or dangerous) promptly when requested to do so;
- 2.5 not to bring or to consume any food or beverages on the Premises other than those supplied by BS unless authorised by BS in writing. Where, with BS's written consent, the Hirer consumes their own beverages on the Premises, a corking charge will be applied at BS's discretion;
- 2.6 not to carry on any betting, gaming or auction activity on the Premises;
- 2.7 not to use the BS name or logo on promotional or other literature or tickets, except in such form as may be previously agreed in writing by BS, nor make any representation or create any inference which might indicate that the Event is an official BS function;
- 2.8 not to allow or bring animals into the Premises without the prior written permission of BS;
- 2.9 not to use the BS address, telephone number or fax number on company letterheads, brochures or other literature;
- 2.10 pay the cost of any electricity used which is additional to that normally used in;
  - (i) the heating and lighting of the Premises; and
  - (ii) reasonable operation of presentation equipment;
- 2.11 not to cause any damage to the Premises (including but not limited to marking of walls, ceilings and floors) and

forthwith either (at the sole discretion of BS) to make good any damage caused at its own cost and to the reasonable satisfaction of BS and/or pay on demand any and all costs BS incurs in making good any damage;

- 2.12 only to use the Room for the purpose of the Event
- 2.13 to leave the Premises in a clean and tidy condition and with vacant possession at the end of the Hire Period; and
- 2.14 not to impede in any way the employees and volunteers of BS in the exercise by them of BS's rights of possession and control of the Premises;

### 3. ROOM CHANGE

Notwithstanding the fact that a Room has been allocated to the Hirer, BS reserves the right to change the location of the Event to an alternative room which in the opinion of BS would be suitable.

### 4. FACILITIES AND EQUIPMENT

- 4.1 BS will provide the BS Facilities, (as set out in Section 3 of the Booking Form).
- 4.2 Office services, data processing and secretarial assistance will not be provided.
- 4.3 At least 7 days prior to the Booking Date (as defined in the Booking Form) the Hirer shall inform BS if they wish to bring in and use any equipment, other than BS Facilities, at the Event. Where BS consents in writing to the use of such equipment, the Hirer shall be responsible for the security and insurance of such equipment, for obtaining all consents and necessary licences, for its prompt removal at the end of the Hire Period and compliance with current Health & Safety standards. Whilst BS will make every effort to ensure the full functionality of the equipment hired, BS does not provide in-house technical support and is not responsible for disruption to The Hirer during the Hire Period if technical difficulties with BS equipment are encountered.

### 5. TERMINATION BY BS

- 5.1 BS may terminate this Agreement without notice and without any liability to the Hirer if:
  - 5.1.1 The Hirer is in arrears with any payment to BS; or
  - 5.1.2 The Hirer is in breach of any of the provisions of this Agreement and fails to rectify such breach (if capable of remedy) within a reasonable period from the date of BS's notice; or
  - 5.1.3 The Hirer is declared either bankrupt or insolvent or any steps are made towards the same.
- 5.2 In the event of termination by BS pursuant to clause 5.1, any deposit paid by the Hirer shall be retained by BS.
- 5.3 BS may terminate the Agreement without notice and without liability to the Hirer if the Premises or any part of

them (including but not limited to the Room) have to be closed due to reasons of safety or exceptional circumstances (e.g. fire or flood).

5.4 In the event of termination by BS pursuant to clause 5.3, any deposit paid by the Hirer shall be refunded by BS.

5.5 Termination of this Agreement by BS shall not affect any rights of BS in respect of antecedent breach of this Agreement by the Hirer nor shall it affect any accrued rights of BS or liabilities of the Hirer (or the coming in to force of any accrued rights of BS or liabilities of the Hirer).

## **6. CANCELLATION BY THE HIRER**

6.1 BS in its absolute discretion may consider requests in writing from the Hirer to cancel the hire of the Room subject to the following cancellation charges:

6.1.1 7 days or less prior to the Booking Date (or the first Booking Date if the Booking Form contains a series of dates) – 100% of the Hire Fee

6.1.2 8-21 days prior to the Booking Date (or the first Booking Date if the Booking Form contains a series of dates) – 75% of the Hire Fee

6.1.3 22-31 days prior to the Booking Date (or the first Booking Date if the Booking Form contains a series of dates) – 50% of the Hire Fee

6.1.4 Over 31 days prior to the event – no charge

6.2 The Hirer also agrees to reimburse BS for any costs incurred with third parties in respect of any accepted cancellation.

6.3 The Hirer acknowledges and agrees that the charges set out in clause 6.1 and 6.2 are a genuine pre-estimates of losses likely to be suffered by BS in the relevant circumstances.

## **7. PAYMENT AND INTEREST**

7.1 BS will invoice the Hirer for the Hire Fee and any Additional Fees and payment is due within 15 days of the date of the Event (or the first Booking Date if a series of events). Any queries relating to the invoice do not affect the Hirer's liability to make payment of the outstanding balance(s).

7.2 The Hirer agrees to pay BS for the provision of any facilities (including additional space and equipment/services) not set out in Section 3 of the Booking Form, but which are made available at the request of the Hirer at any time before or on the day of the Event.

7.3 The Hirer agrees to pay BS for the provision of any additional catering which is made available on the day of the event, unless expressly instructed otherwise prior to the Hire Period by the Hirer.

7.4 BS reserves the right to make additional charges in the event of the Hirer exceeding the agreed Hire Period.

7.5 In the event of the Hire Period extending beyond standard office hours (9.00—18.00) BS reserves the right to make an additional charge which will be listed in the Booking Form.

7.6 BS reserves the right to charge interest on overdue amounts at the rate of 2% above the base rate of Natwest Bank plc.

## **8. LIABILITY**

8.1 Subject to clause 8.2, BS's maximum aggregate liability for any loss or damage in respect of any claims arising out of this Agreement whether in contract, tort or otherwise shall not exceed the total amount of the Hire Fee and any agreed Additional Fees (excluding VAT) received by BS from the Hirer (in cleared funds).

8.2 Nothing in this Agreement shall exclude or restrict BS's liability for death or personal injury resulting from the negligence of BS or of its employees while acting in the course of their employment or shall exclude or restrict either party's rights, remedies or liability under the law governing this Agreement in respect of any fraud.

## **9. INDEMNITY**

The Hirer shall indemnify BS and keep BS indemnified against all losses, claims, penalties, demands, actions, proceedings, damages, costs or expenses or other liability (including consequential loss or damage) arising in any way from any breach of the Hirer's obligations under the Agreement or the exercise, purported exercise or breach of any of the rights granted to the Hirer in this Agreement.

## **10. MISCELLANEOUS**

10.1 No variation to this Agreement shall be effective unless in writing and signed on behalf of BS and the Hirer.

10.2 Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the parties under this Agreement are excluded insofar as it is possible to do in law.

10.3 The Hirer shall not assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of BS.

10.4 If the whole or any part of any provision of this Agreement is or becomes invalid, void or unenforceable for any reason the same shall to the extent required be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement and shall in no way affect the validity or enforceability of any other provisions.

10.5 No waiver by BS of any breach of the Hirer's obligations shall constitute a waiver of any other prior or subsequent breach and BS shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of the Hirer.

10.6 No person other than a party to this Agreement may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

10.7 In the event of any conflict between any provision in the Booking Form and any provision in these terms and conditions, these terms and conditions shall prevail.

10.8 This Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.