These terms and conditions (referred to as the “Conditions” in this document) together with the Booking Sheet form a contract between you and IET Services Limited for the hire of the Venue and the provision of the Services. These Conditions also include obligations on you to comply with any instructions and directions set out in the Events Manual. Please ensure that you understand and are able to comply with the obligations and instructions set out in these Conditions and the Events Manual before signing the relevant section of the Booking Sheet. Where you are entering into the Contract in relation to an Event being held by someone else, any reference to “Client Event Manager” applies to you. All Client Event Managers must ensure that the person or entity holding the Event is made aware of the obligations in this Contract particularly in respect of duties prior to and during the Event.

When the following words or phrases with capital letters are used in these Conditions and the Booking Sheet, this is what they mean:

- **Authorised Representative** means the person or entity named as such on the Booking Sheet;
- **Booking Sheet** means the document provided to you with the heading “Booking Sheet”, which sets out details of your booking;
- **Business Customer** has the meaning given to that term in clause 1.3;
- **Charges** means the charges payable for the hire of the Venue and the provision of the Services as set out in the Booking Sheet and for any additional Services as set out in the Consumption Sheet(s);
- **Client Event Manager** means a Customer who hires the Venue for an Event to be held by a third party individual or entity (the “End Client”);
- **Conditions** means these terms and conditions;
- **Consumer** has the meaning given to that term in clause 1.3;
- **Confirmation Sheet** means the document to be provided to you prior to the Event setting out the complete details of your booking (including any changes that have been made since you returned the Booking Sheet to the Manager in accordance with clause 4.1), together with the associated Charges and which must be returned prior to the Event Date in accordance with clause 4.6;
- **Consumption Sheet(s)** means the document of the Venue and provision of the Services, which comes into existence by the process set out in clause 4.2;
- **Customer** or “you” means the organisation or individual(s) hiring out the Venue and receiving the Services as detailed on the Booking Sheet;
- **Customer Equipment** means any electrical equipment other than that which the Manager provides, any articles, substances, marketing material or other items brought by the Customer into the Venue;
- **Customer Marks** means the Customer’s name and logo;
- **Days** means calendar days;
- **Delegate** means anyone attending the Event on your invitation whether an attendee, guest, invitee, participant or delegate;
- **Deposit** means the amount payable by you in accordance with clause 5.8.1 if you do not have a credit account, or clause 5.9.1 if you do have a credit account, and which is set out on the Booking Sheet or notified to you by the Manager;
- **DOR** means a daily Delegate rate, which shall be the Charge for a lecture theatre and includes Room hire, catering and audio visual facilities;
- **End Client** has the meaning given in the definition of Client Event Manager;
- **Event** means the purpose or occasion for which you wish to hire the Venue and receive the Services as set out on the front page of the Booking Sheet;
- **Event Manual** means the information and instructions issued by the Manager from time to time, which sets out information and instructions as to how the Venue is to be used (including health and safety requirements) and which has been provided to you at the same time as these Conditions and is also accessible online at https://savoyplace.ietheatre.org/media/207/events_manual_2019-1.pdf;
- **Expiry Date** means the date on which this Contract expires (unless either party terminates the Contract in accordance with its terms) and will be the date on which we accept payment from you of the full amount set out in your Final Invoice;
- **Final Invoice** means the invoice issued to you in accordance with clause 5.11, which sets out the total Charges payable and the outstanding balance due from you in relation to those Charges;
- **Force Majeure Event** means any unforeseeable event affecting the performance by either party of its obligations under this Contract arising from or attributed to acts, events, omissions or accidents which are beyond the reasonable control of the party, including (but not limited to) any abnormal inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage (including damage to the Venue necessitating emergency repair work), epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, vandalism, arson or criminal damage to the Venue, terrorist attack, or civil commotion or (in the case of the Manager) any other event beyond the reasonable control of the Manager necessitating the closure of the Venue or any situation or circumstances in relation to which the reasonable opinion that not to cancel or delay the Event would place any of the Customer, Delegates, the Customer’s or the Manager’s contractors and suppliers, and Venue staff at risk or have an adverse impact on the quality of the Event as envisaged by the parties at the time of entering into this Contract. The Customer’s inability to pay the Charges is not a Force Majeure Event;
- **Manager** or “we” or “us” means IET Services Limited, a company registered in England with company registration number 00950719 and its registered office at 2 Savoy Place, London, WC2R 0BL. IET Services Ltd is a wholly owned subsidiary of the Owner;
- **Owner** means the Institution of Engineering and Technology, a charity registered in England and Wales with charity registration number 21014, whose registered office is at 2 Savoy Place, London, WC2R 0BL;
- **Rooms** means any room, lecture theatre or other bookable space at the Venue. The Rooms hired by the Customer are identified on the Booking Sheet;
- **Services** means any services provided by the Manager to you at the Venue, including catering and refreshments and the provision of audio visual services as set out on the Booking Sheet;
- **Venue** means 2 Savoy Place, London, WC2R 0BL and where the Customer has only hired part of the Venue, references to the Venue in these Conditions shall, where applicable, mean those Rooms which the Customer has hired together with the associated communal areas comprising the lobbies and bathroom facilities. The area located in 2 Savoy Place named the Faraday Centre is only available for access by Delegates who hold membership of the Institution of Engineering and Technology; and “you” or “Customer” means the organisation or individual hiring out the Venue as detailed on the Booking Sheet.

Where these Conditions refer to a “clause”, this means a clause in these Conditions.

**1 These Conditions**

1.1 You should read these Conditions and the Events Manual carefully prior to signing the Booking Sheet. These Conditions set out details about the Venue, the terms relating to any Services you have requested (as set out on the Booking Sheet), how each party can change or end the Contract (for example, if you want to cancel your booking), what to do if there is a problem and other important information. If you think there is a mistake in the Contract or require any changes, you should contact the Manager. Contact details are set out in clause 2.

1.2 As the Venue can be hired by both business and non-business customers, these Conditions are set up so that certain provisions will only apply to the type of customer you are. The Manager may also be handling the personal information of you and your Delegates. Therefore, these Conditions are divided as follows:

1.2.1 Part A - Terms applying to both Business Customers and Consumers;
1.2.2 Part B - Additional terms for Business Customers;
1.2.3 Part C - Additional terms for Consumers;
1.2.4 Part D - Data Protection.

1.3 You are a “Consumer” if you are acting for purposes that are wholly or mainly outside of a trade, business, craft or profession. You can obtain further information about your legal rights as a Consumer by contacting the Consumer Advice Bureau (https://www.consumeradvice.org.uk) or calling 04584 04 05 98. If you are not a Consumer, then you are a business customer (“Business Customer”) for the purposes of the Contract.

1.4 If you are a Consumer, the Manager will not be able to offer you a credit account.

1.5 Although the Events Manual does not itself form part of the Contract, certain provisions in these Conditions oblige the Customer to comply with instructions included in the Events Manual. Failure to comply with those instructions may result in the Contract being terminated and you may be liable for an adverse impact on the quality of the Event as envisaged by the parties at the time of entering into this Contract. The Customer’s inability to pay the Charges is not a Force Majeure Event;

1.6 You acknowledge that we are not obliged to accept any instructions given on your behalf by any individual or entity who is not an Authorised Representative. Any Authorised Representative who provides us with instructions on your behalf will be deemed to have the necessary authority to do so. It is your responsibility to notify us if the identity of any of your Authorised Representatives changes.

**2 How to contact us**

2.1 If you have any questions or complaints relating to these Conditions, the Booking Sheet, the Events Manual or the Services, you can contact the Manager by: (i) writing to us at 2 Savoy Place, London, WC2R 0BL; (ii) by telephone on telephone number +44 (0) 203 797 3240; or (iii) by email at savoyplace@ietvenues.co.uk.

2.2 There is a website for the Venue operated by the Manager which can be found at https://savoyplace.ietheatre.org.

**3 What we will do**

3.1 The Manager will:

3.1.1 hire out the Rooms and facilities at the Venue to you in accordance with the details on the Booking Sheet to enable you to access and use the Venue for the sole purpose of hosting the Event; and provide the services as detailed on the Booking Sheet or as otherwise subsequently agreed between the parties in writing on the terms set out in the Contract and shall use reasonable skill and care when performing its obligations under the Contract.

3.2 The Manager will provide an adequate, in the Manager’s reasonable opinion, number of Venue staff to assist at the Event. Depending on the nature of the Event, such staff may include a duty manager, a catering manager, waiting staff and staff to provide audio visual services.

**4 Hiring the Venue, your Contract with us and making changes**

4.1 If you would like to hire the Venue and receive the Services on the basis of the Contract terms, you will need to sign the Booking Sheet and return it to the Manager.

4.2 The Contract between you and the Manager comes into existence upon our receipt of the signed Booking Sheet. Until we receive the signed Booking Sheet, your booking will be held on a provisional basis.

4.3 If we do not receive a signed Booking Sheet within 7 days of the date on which it was sent to you, we may release the Event Date and Rooms for availability to other customers. It is your responsibility to ensure that we have received the Booking Sheet.

4.4 You must notify:

4.4.1 the potential number of Delegates when the booking is made; and
4.4.2 the Manager of the final number of Delegates 10 working days prior to the Event Date.

4.5 You may change the final number of Delegates, by notifying the Event Coordinator, no later than 11am, 4 working days prior to the Event Date at a variance of up to 10% of the final numbers quoted in accordance with clause 4.4.2 and, where applicable, the Charges will be amended and noted on the Final Invoice. For DOR bookings and for certain Rooms, no amendment to the Charges is available for any variance in the number of Delegates. Where the Manager reasonably considers that the quality or the availability of the Venue may be adversely affected by a variance in the number of Delegates and the resulting likely impact on the quality of the Event, the Manager reserves the right to refuse to agree to the amendment.

4.6 If, after your booking has been confirmed, you require any additional Services or Rooms not originally provided for on the Booking Sheet, you may send a request by email to the Event Coordinator. Our ability to fulfil such requests will depend upon the proximity of the Event Date. The provision of any additional Services or hire of any additional Rooms will, where we can fulfil these requests, be considered part of the Contract upon our written acceptance of your request.

4.7 Prior to the Event, we will issue a Confirmation Sheet, which you must sign and return to us before the Event commences. Receipt by the Manager of the Confirmation Sheet signed by you shall be deemed an agreed
4.7 Any further Services provided to you during the Event which relate to catering and/or audio visual services, and which were not recorded on the Confirmation Sheet, will be noted on a Consumption Sheet to be signed by you in accordance with clause 13.1.8. Any additional Charges due for any item listed on the relevant Consumption Sheet:

4.7.1 will, where you have a credit account, be included in your Final Invoice; or

4.7.2 where you do not have a credit account, must be paid for before your departure from the Venue at the end of the Event.

5 Charges and Payment Terms

5.1 This clause explains how the Charges are calculated as well as when and how they are made to all customers, and details of our right to make additional charges or increase the Charges where appropriate.

5.2 The amount due from the Customer, provided no changes are made to the booking after you return the signed Booking Sheet, is set out on the Booking Sheet and represents the hire of the Venue and provision of the Services as detailed on the Booking Sheet. Any changes made by you to those arrangements will be dealt with in accordance with clauses 4.4 to 4.7, and if not included on a revised Confirmation Sheet, will be shown on the Final Invoice. We have the right to cancel any hire of the Venue which is not paid in accordance with this clause 5.

5.3 The Charges are calculated in accordance with the way in which the Manager hires out the Rooms as follows:

5.3.1 for Rooms that are hired on a DDR basis, the Charges include Room hire and Services, which, for DDR, consist of catering and audio visual facilities. (The Charges for catering are based on minimum numbers of Delegates and there is no reduction in the Charges stated where the number of Delegates expected falls below the minimum number); and

5.3.2 for Rooms that cannot be hired on a DDR basis, the Charges are calculated in accordance with the number and type of Rooms required at the Venue, the number of Delegates per day, the catering requirements (which are based on an actual number, rather than a minimum number, of Delegates) and audio visual services as agreed with the Manager and confirmed in the Booking Sheet.

5.4 If you are a Business Customer, you may be able to obtain a credit account with us. Details of obtaining a credit account are set out in clause 29. We will not be able to open a credit account for you if:

5.4.1 you make a booking 30 Days or less prior to the Event Date, in which case, the full amount of the Charges will be due and payable upon our acceptance of your booking; or

5.4.2 the Customer is a company based outside of the United Kingdom.

5.5 All prices stated in the Booking Sheet or communicated to you in writing are exclusive of VAT or other taxes, except where stated.

5.6 If you are a Business Customer using a corporate (or business) credit or debit card, the Manager has the right to charge a fee of up to 2.5% and 1% for credit and debit card transactions respectively (subject to the type of card used). This fee reflects our additional costs in processing such transactions. (For precise percentage rates, please contact the Event Coordinator).

Increase to Charges

5.7 The Manager has the right to increase any Charges relating to any of the Services which involve catering or the provision of drinks:

5.7.1 by the amount necessary to reflect any increased costs to the Manager of providing catering (including drinks), where you have requested changes to any menu made available by the Manager; and where bookings have been made more than four months in advance;

5.7.2 by the amount necessary to reflect any price increase in the cost of providing the catering (including the cost of ingredients and drinks). Where such Charges are to increase by more than 5%, providing the menu ingredients and/or drinks have not been ordered for the Event, the Manager may agree cheaper substitute items with you; or

5.7.3 by any amount necessary to reflect the impact of any legislative change resulting in an additional cost to the Manager of providing the Services or any part of the Services (for example, any increase on the tax on alcohol or in relation to national insurance or minimum wage payments).

When to pay

5.8 If you are:

5.8.1 a Business Customer and we are unable to open a credit account for you, or you do not require a credit account; or

5.8.2 a Consumer, then you must pay the following amounts:

5.8.2.1 within 31 Days or more prior to the Event Date, then you must pay the following amounts:

(i) theDeposit, calculated as 75% of the Charges, payable upon signature of the Booking Sheet; and

(ii) the balance of the Charges (25%), payable no later than 30 Days prior to the Event Date;

5.8.2.2 30 Days or less prior to the Event Date, then the Charges are due immediately upon the coming into force of the Contract, which takes place when we receive the Booking Sheet signed by the Customer, and all such Charges due must be paid:

(i) in full within 3 Days of the Contract coming into force; or

(ii) immediately if the Event Date is less than three Days after the Contract comes into force.

5.9 If you are a Business Customer for whom we have opened a credit account, then you must pay the following amounts:

5.9.1 by the amount necessary to reflect any of the Charges, payable upon signature of the Booking Sheet, and

5.9.2 any outstanding amount as stated on your Final Invoice in accordance with clause 5.12.

5.10 The Manager may agree payment terms with you which differ from those set out in clause 5.8.1 or clause 5.9, but is under no obligation to do so. Where alternative payment terms are agreed, these will only be valid where set out in writing by the Manager.

Final Invoice

5.11 All Customers will be issued with a Final Invoice as follows:

5.11.1 Business Customers who have a credit account with us will be issued a Final Invoice within 3 working days after the Event; or

5.11.2 all other Customers will receive their Final Invoice on the Event Date or the final day of the Event if the Event lasts more than one day.

5.12 All additional Services which have been provided by us and which were not included on the Booking Sheet (but recorded on the Confirmation Sheet and/or a Consumption Sheet) will be included in the Final Invoice. If you have a credit account, you must pay the Final Invoice within 30 Days of the date on the Final Invoice. If you do not have a credit account, any amount shown as outstanding on the Final Invoice must be paid by the Customer before the Customer leaves the Venue on the Event Date or on the final day of the Event where the duration of the Event is more than one Day.

Interest for late payment

5.13 If you fail to make any payment by the date specified in the Contract, we may charge interest on this debt. The rate applicable to Business Customers is set out in clause 30 and the rate applicable to Consumers is set out in clause 34.

6 Termination where you are not at fault or in the event of Force Majeure

6.1 If you wish to terminate the Contract where there has been no fault by the Manager but because you wish to cancel the Event and therefore the hire of the Venue, or if you wish to cancel any part of your booking (for example, you require fewer rooms), you must give written notice to the Manager at the address or e-mail address set out in clause 2. Depending on when you terminate the Contract, you may be liable to pay a Cancellation Fee in accordance with clause 10.

6.2 The Manager may terminate any Force Majeure Event continues up to and including a date which is 7 Days before the Event Date, to terminate this Contract by giving written notice to the Manager if the continuance of such Force Majeure Event would prevent 75% or more of the Delegates attending. The Manager may, upon receipt of the notice, ask the Customer to provide, as soon as reasonably possible, written evidence of such potential non-attendance. If the Customer cancels the booking in accordance with this clause 6.2, the Customer will be entitled to a refund of 100% of the Charges paid; less: (i) any portion of the Charges related to Services already delivered and, (ii) an amount representing the reasonable administrative costs of the Manager of up to 2% of the overall Charges that would have been due had the Event taken place subject to clause 35.3.

6.3 The Manager has no liability for any contracts you have made in relation to commitments with third parties for catering (with approval from the Manager) and other services relating to your Event, including but not limited to hire of equipment and catering and/or audio visual services. The Manager will not be a party to these contracts and, in the event of cancellation by you, it is your sole responsibility to pay all fees and costs relating to all commitments under such third party contracts.

7 Cancellation by us

7.1 The Manager may end the Contract immediately at any time, and without any liability to you, by providing you with written notice:

7.1.1 it comes to our attention that the Event may, in our reasonable opinion, impair or damage the reputation of the Venue, the Manager or the Owner in any way or which may bring the Venue, the Manager or the Owner (or their affiliates, partners or members) into disrepute;

7.1.2 the nature of the necessary changes to the Booking Sheet changes significantly;

7.1.3 you are in breach of the Contract and, if the breach is capable of remedying, and in the reasonable opinion of the Manager, could be remedied prior to the Event Date, you fail to remedy the breach within 7 Days of receiving notice from the Manager specifying the breach and requiring it to be remedied, or where the Event Date falls less than 7 Days after such notification, within the timeframe specified by the Manager for remedying the breach;

7.1.4 you make a variation to this Contract. If we do not receive the Confirmation Sheet, any changes requested or made since the issue of the Booking Sheet and shown in the Confirmation Sheet may not be accepted by the Manager, which means all additional Services requested may not be provided. If you do not return the Confirmation Sheet to us and we provide any additional Services that were noted on the Confirmation Sheet, you will be liable for the Charges for those Services in the same way as if we had received a signed Confirmation Sheet from you.

8 Rights for each party to end the Contract for fault

8.1 This Contract may be terminated by:

8.1.1 either party if the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) provided that the non-defaulting party has provided prior written notice of the alleged material breach to the other party, clearly setting out the details of the material breach, and the defaulting party has failed to remedy the breach within 10 Days. In the case of the Manager, the rights in this clause will be without prejudice to our rights under clause 7.1.7;

8.1.2 either party if the other party is unable to pay its debts when they fall due, is insolvent or enters into any arrangement with its creditors for the repayment of its debts, an administrator, receiver, liquidator, manager or similar officer is appointed over all or any substantial part of its assets, or is subject to any administration, winding-up or dissolution (other than for the purposes of solvent amalgamation or reconstruction), or if ceases or threatens to cease business or is subject to any analogous event or proceeding in any applicable jurisdiction; or

8.1.3 if the Manager, in the case of a Business Customer, there is a change in the nature of your business (such as a merger or acquisition) such that your business is inconsistent with the values and ethos of the Manager or the Owner;

8.1.4 the Manager if the Customer’s financial position deteriorates to such an extent that, in the Manager’s opinion, your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy;

8.1.5 the Manager if the Customer (being an individual) dies or by reason of that fact, in the Manager’s opinion, your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy;

8.1.6 either party in accordance with clause 17 (force Majeure).

8.2 If the Manager terminates the Contract under clause 8.1, the Manager will refer you to within 30 Days of the date of the termination any monies that you have paid in advance under this Contract less any reasonable administration costs of up to 2% of the overall Charges that would have been due had the Event taken place, subject to clause 35.3 in the case of Consumers. In addition, where the Manager terminates the Contract...
under any of clauses 8.1.1 to 8.1.5, the Manager is entitled to deduct or charge reasonable compensation for the costs that the Manager has incurred as a result of you failing to comply with the Contract and shall have the right to charge you for the Cancellation Fee set out in clause 10.

8.3 If the Customer terminates the Contract under this clause 8, the Manager will fully refund to the Customer all Charges that have been paid to the Manager at the date of termination within 30 Days of the date of termination.

8.4 If you are a Consumer, you have the right to terminate the Contract where the Manager is at fault under this Contract in accordance with the rights of termination set out in clause 37.

9 Expiration of the Contract and rights upon expiration or termination

9.1 Unless terminated in advance in accordance with its terms, this Contract will expire on the Expiration Date.

9.2 The expiration or termination, for whatever reason, of this Contract shall not affect any of either party's rights and remedies that have accrued, including the right to claim damages in respect of any breach of this Contract, or which existed at or before the Expiration Date or date of termination.

9.3 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after expiry or termination shall remain in full force and effect.

10 Cancellation Fees

10.1 Where a Cancellation Fee is due, we will calculate this as a percentage of the Charges due from you in accordance with the tables set out in:

10.1.1 clause 31 for Business Customers; and

10.1.2 clause 35 for Consumers,

and where there is a partial cancellation, that element of the Cancellation Fee which relates to cancelled Rooms will be pro-rated to reflect such partial cancellation, but will include any reasonable administration costs which may apply.

10.2 You must pay the Cancellation Fee, the amount of which will be invoiced to you, within 14 Days of the Event Date (or the last day of the Event where more than one day).

10.3 We may set-off any Cancellation Fee and (if applicable) any costs incurred under clause 8.2 owed to us by you against any money previously paid by you to us under the Contract, but if the money paid by you and held by us is insufficient to meet such amounts, we will charge you the balance to your account within 14 Days of the Event Date.

10.4 In the event that the Manager is able to re-let the Venue following cancellation (or partial cancellation):

10.4.1 where the Rooms were hired on a DRR basis, the Manager shall issue a credit to you with regard to the Cancellation Fee it has recovered by re-letting the event space; and

10.4.2 where the Rooms were not hired on a DRR basis, the Manager shall issue a credit to you with regard to the Cancellation Fee in respect of Room Hire only. Note that any costs incurred by you for the Services will not be credited to you, even if they have been recouped by the Manager by re-letting the event space.

11 Management, Staffing and Security

11.1 It is your responsibility to ensure that the entrance to, and the presence at, the Venue of all Delegates, contractors, suppliers and agents is managed safely and efficiently. You are responsible for restricting access to the Event by anyone who is: (i) not a Delegate or one of your employees, contractors, suppliers and agents; or (ii) whose potential presence at the Event or the Venue would not reasonably be considered acceptable in the Manager's opinion.

11.2 You must provide one responsible individual ("Host") per 100 Delegates to assist with the registration, administration, enquiries, emergencies and control at the Event. You, or at least one of your Hosts, must remain in attendance for the duration of the Event or until the departure of all Delegates. You must provide a list of all Hosts to the Manager prior to the Event Date setting out names, mobile telephone contact numbers and hours of duty of each Host.

11.3 If your Event has potentially in excess of 460 Delegates, you must submit a crowd protection plan ("CPP") to the Manager 14 Days prior to the Event. The Manager will review the CPP and if, in the reasonable opinion of the Manager, the Measures are inadequate, the Manager has the right to debit the Deposit and any other owed by you under the Contract.

11.4 If, in the reasonable opinion of the Manager, the security personnel are required, we shall arrange this and the cost of such security personnel shall be included as part of the Charges. Please see the Events Manual for further directions and requirements on security and crowd control.

11.5 The Manager reserves the right to exclude or remove (as it reasonably thinks fit) from the Event any individuals conducting themselves in an inappropriate manner, which also includes Delegates and any persons engaged by you to provide entertainment or perform any other duties or services at the Event, and you agree to co-operate to ensure compliance with the Contract by you, Delegates and your employees, contractors, suppliers and agents.

12 Catering and event suppliers

12.1 If you require any catering services, you must use the Services provided by the Manager (including for the supply of drinks), except where you have requested and received the prior consent of the Manager to use external caterers. Only requests made 30 Days in advance of the Event will be considered by the Manager, who is under no obligation to give consent. Where use of external caterers is permitted, there will be a compensation charge (calculated on a ‘per head basis’) included as part of the Charges. Please refer to the Events Manual for more details on requesting external caterers and corkage charges.

12.2 In the case of any other goods or services that you wish to receive at the Event, you must obtain the Manager's prior written approval before booking any external supplier. This is to ensure that the proposed alternative supplier meets the Manager's internal supplier approval criteria.

12.3 The Manager does not take any responsibility in relation to the services or goods to be provided by external suppliers, and it is your sole responsibility to satisfy yourself as to the suitability of the relevant supplier and enter into a separate and direct arrangement with such suppliers approved by the Manager in accordance with clause 12.2. The Manager will not be a party to any arrangement between you and any other approved supplier, and as such, will not be responsible for dealing with any complaints or issues which you may have with such suppliers, or be responsible for communicating with third party suppliers unless the Manager has agreed (at its discretion) by way of an addenda to the Contract.

13 What you must and must not do when hiring the Venue

13.1 You must:

13.1.1 do all things to ensure that you comply with the Contract and this will be at your own cost;

13.1.2 promptly provide us with any information that we reasonably request from you in relation to the Event, your company (if you are a Business Customer) and your Delegates, promptly provide us with details of any changes to this information and ensure that any information provided to us is true, complete and accurate;

13.1.3 ensure the Event Coordinator is fully informed at all times about the Event so as to avoid conflicts with the activity of any other customers at the Venue during the Event;

13.1.4 inform the Event Coordinator as soon as possible if any of the information provided to us regarding the Event changes;

13.1.5 provide us with the names of any members of your organisation who are authorised to give us information or instructions, and ensure that all information or instructions are only provided to us by those named individuals;

13.1.6 ensure that a full list of names of Delegates is provided to the Event Coordinator prior to the Event, and that all Delegates are provided with name badges, identifying the Event being attended, and which are to be worn at all times during the Event;

13.1.7 start and end the Event promptly in accordance with the timings specified on the Booking Sheet or at the times subsequently agreed by the Manager in writing, and you must ensure that: (i) you and the Delegates vacate the Venue by the agreed finish time; (ii) you have removed all items brought to the Venue by you and any Delegates; and (iii) such areas are left tidy by the end time of the Event. Should the Event continue after the finish time specified on the Booking Sheet, you agree that you will pay any additional hire charges for any extension agreed with the Event Coordinator or the Manager;

13.1.8 check and sign a Consumption Sheet, either during the Event once all catering and audio visual Services have ended or, where you have a credit account and with the prior agreement of the Event Coordinator, the day after the Event;

13.1.9 observe and comply, and ensure that Delegates and all of your employees, contractors, suppliers and agents shall observe and comply, with the reasonable access and usage rules, policies, instructions and directions of the Manager, including the Events Manual and the policies referred to in the Events Manual (the “Venue Policies”), both prior to and during the Event. (Any Venue Policies not set out in the Contract or the Events Manual will be made available in advance but if you do not receive any Venue Policy it is your responsibility to request it from the Manager.) You shall not do or to do, nor allow your Delegates, employees, contractors, suppliers and agents to do anything (or omit to do anything) that would cause a breach of the Venue Policies, including any fire regulations which may impact on the fire insurance in place at the Venue or would reasonably be deemed to cause an increased risk of the occurrence of a fire or otherwise affect the safety of all persons in or about the Venue;

13.1.10 observe any compliance and, ensure that Delegates and all of your employees, contractors, suppliers and agents observe and comply with, any licences, permissions and consents required to allow the holding of the Event;

13.1.11 request permission from the Manager in order to bring any Customer Equipment into the Venue, and where permission is granted, you must carry out a full risk assessment and submit the assessment to the Manager and the Manager will agree to the Customer Equipment as is suitable for the Event and in a safe and efficient manner by a reasonably experienced operator, for its normal purposes, in accordance with the manufacturer’s instructions and all applicable health and safety laws, including as set out in the Events Manual;

13.1.12 ensure that any piece of Customer Equipment which is electrical is a current Portable Appliance Test (PAT) Certificate, to be presented to the Manager on request, and complies with any relevant safety regulations and applicable laws;

13.1.13 ensure that the Customer Equipment is disconnected, dismantled and packed within the times for which you have hired the Venue as shown on the Booking Sheet;

13.1.14 request permission from the Manager if you wish to arrange for deliveries of Customer Equipment prior to the Event. Such deliveries must be minimal and details of the process to be followed is set out in the Events Manual;

13.1.15 ensure that all Customer Equipment is suitable for use at the Venue (including any power supplies, other equipment and appliances) and that the Customer Equipment is installed and operated in a safe and efficient manner by a reasonably experienced operator, for its normal purposes, in accordance with the manufacturer’s instructions and all applicable health and safety laws, including as set out in the Events Manual;

13.1.16 request permission from the Manager to use any Customer Equipment in the Venue, and where permission is granted, you must carry out a full risk assessment and submit the assessment to the Manager and the Manager will agree to the Customer Equipment as is suitable for the Event and in a safe and efficient manner by a reasonably experienced operator, for its normal purposes, in accordance with the manufacturer’s instructions and all applicable health and safety laws, including as set out in the Events Manual;

13.1.17 comply with any and all applicable laws, rules or regulations (including those relating to health & safety, planning, disability discrimination and fire certification) applicable to the Event;

13.1.18 ensure that:

(i) Delegates and your employees, contractors, suppliers and agents are familiar with those exits and entrances to be used in cases of emergency at the Venue; and when required to do so, the Manager shall provide you with relevant floor plans; and

(ii) all gangways, exits and entrances at the Venue are kept free from obstructions and, in respect of fire exits, are visible at all times. You will further ensure that all egress arrangements put in place by you do not impede or hinder in cases of emergency speedy access and exit from the areas used for the Event.

13.1.19 observe any compliance and, ensure that Delegates and all of your employees, contractors, suppliers and agents shall observe and comply with, any licences, permissions and consents required to allow the holding of the Event;
If you are a Business Customer and the Event involves your employees, you shall ensure that you obtain and maintain appropriate employer’s liability insurance to cover your legal obligations in respect of your employees.

For the purposes of this clause 18, the term:

- Third party’s liability insurance: means insurance to cover legal liability for personal injury, death, damage to property, and other types of liability of any third party which are caused by the negligence of the Customer or the Contractor.

You shall ensure that you have (and shall ensure that your contractors have) a valid certificate of public liability insurance to the value of £10,000,000, and such insurance certificate(s) shall be submitted to the Manager.

You shall be clearly shown as the organising body of the Event and your name and address together with contact details must appear on any printed material issued in respect of the Event. All promotional material must specify that enquiries in relation to the Event should be addressed to.

You shall use, sell, publish or broadcast any name, brand, trade marks, logos or images (“Branding”), whether registered or unregistered, belonging to or associated with the Venue, the Manager or the Owner, without the Manager’s prior written consent. Where consent is given to use any Branding, you will comply with any instructions provided by the Manager as to the use of such Branding.

If you leave any Customer Equipment, other equipment, brochures or other items at the Venue after the Event:

- You shall be liable for any loss or damage to the items.
- You shall be responsible for any loss or damage that you suffer.
- You shall be liable for any costs incurred by you as a result of entering into this Contract.

You shall be liable for any loss or damage to the items.

The Manager shall be entitled to dispose of such items and charge you the reasonable costs of such disposal.

You shall ensure that you have (and shall ensure that your contractors have) a valid certificate of public liability insurance to the value of £10,000,000, and such insurance certificate(s) shall be submitted to the Manager.

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The Manager shall be entitled to dispose of such items and charge you the reasonable costs of such disposal.

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The Manager shall be entitled to dispose of such items and charge you the reasonable costs of such disposal.

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- You shall be liable for any loss or damage to the items.
- You shall be responsible for any loss or damage that you suffer.
- You shall be liable for any costs incurred by you as a result of entering into this Contract.

You shall be liable for any loss or damage to the items.

The Manager shall be entitled to dispose of such items and charge you the reasonable costs of such disposal.
PART B - SPECIAL TERMS: BUSINESS CUSTOMERS

18.4 The Receiving Party shall ensure that each of its Representatives to whom the Disclosing Party’s Confidential Information is disclosed is informed of the confidential nature of the Confidential Information before disclosure and shall ensure that all Representatives who are reasonably likely to receive the Disclosing Party’s Confidential Information disclosed to them, whether directly or indirectly, comply with the obligations set out in this clause 18.3. If the relevant Representative fails to comply with the obligations set out in this clause 18.3, the Receiving Party shall be liable at all times for any failure of its Representatives to comply with the obligations set out in this clause 18.

18.5 A Receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible.

18.6 The Disclosing Party reserves all rights in its Confidential Information. No rights or obligations in respect of the Disclosing Party’s Confidential Information other than those expressly stated in this clause 18 are granted to the Receiving Party, or are to be implied from the Contract.

19 Intellectual Property Rights

19.1 All Intellectual Property Rights (as defined below in clause 19.5) in, or arising out of or in connection with, the hire of the Venue or the provision of the Services shall be owned by the Manager.

19.2 The Manager shall, upon request, supply to the Customer details of the Manager’s Confidential Information, and grants to the Manager a non-exclusive, non-transferable license to use such Customer Marks for signage at the Event or for any reasonable purpose in connection with the Contract.

19.3 If you require the Manager to use a third party’s Intellectual Property Rights in relation to the hire of the Venue or the provision of the Services (such as names, logos or branding), you shall obtain a written licence from the third party that the Manager is entitled to use such third party’s Intellectual Property Rights. If the Manager does not have any Intellectual Property Rights with respect to its use of the Manager Marks, then you shall have the right to ensure that the Manager uses any Intellectual Property Rights that you have with respect to your use of the Manager Marks.

20 Client Event Manager Warranties

20.1 This Clause 20 shall apply if you are a Client Event Manager.

20.2 You warrant and undertake that:

20.2.1 you have informed the End Client of the obligations set out in this Contract, in particular those in clauses 11 to 13, and communicated to the End Client that in order for you not to be in breach of this Contract, the End Client must comply with those provisions particularly if you will not be attending the Event; and

20.2.2 you will provide a copy of the Events Manual to the End Client and shall ensure the End Client understands that in order for the Event to be held in a safe and secure manner for all Delegates, compliance with the Contract is essential.

21 The Contract prevails

21.1 This Contract will apply to the exclusion of, and will prevail over, any terms and conditions contained in or referred to in any documentation submitted by you (for example, a purchase order supplied by you) or in any correspondence or elsewhere, or implied by trade custom, practice or course of dealing, unless specifically excluded or varied in writing by the Manager or its authorised representative.

22 No Partnership

22.1 Nothing in the Contract will create, or be deemed to create, a partnership or joint venture between the parties.

23 Variation

23.1 Subject to clauses 4.5 and 4.6, no variation to these Conditions or the Contract shall be effective unless agreed in writing and signed by the authorised representatives of the parties.

24 Transferring, rights and obligations under this Contract to someone else and appointing sub-contractors

24.1 You may not transfer this Contract or transfer or sub-contract any of its rights or obligations without the prior written consent of the Manager.

24.2 In the event of the Manager granting its consent to any sub-contractors, the Customer shall remain fully responsible for the acts and omissions of any sub-contractors.

25 The Manager may, at any time after having given written notice to the Customer, transfer its rights and obligations under the Contract to any person or organisation to which it transfers all or part of its business. If this happens, the Manager will notify you, and if you are a Consumer and you are unhappy with the transfer, you may end the Contract within 14 days of notice by the Manager of the transfer and the Manager will refund to you any payments made in advance for Services not received.

26 Entire understanding

26.1 This Contract supersedes, cancels and replaces any prior agreement that may have existed between the parties relating to its subject matter.

26.2 If you are a Business Customer, the Contract embodies the entire understanding of the parties in respect of the matters contained or referred to in it; and there are no promises, terms, conditions or obligations (oral or written, express or implied) other than those contained in the Contract. Nothing said by any salesperson, agent, employee or other representative on the Manager’s behalf should be understood as a variation of the Contract or an authorised representation about the nature or quality of the Services. Save for fraud or fraudulent misrepresentation, the Manager shall have no liability for any such representation being untrue or misleading.

26.3 Any samples, drawings, descriptive material or advertising issued by the Manager, and any descriptions or illustrations contained in the Manager’s catalogues or brochures or website, are issued or published for the sole purpose of giving an approximate idea of the Services and therefore may vary slightly from the Services described or provided. These samples, drawings, descriptive material or advertising do not form part of the Contract or have any contractual force, subject to your statutory rights and Part C of the Contract. If you are a Consumer.

26.4 Notwithstanding the jurisdiction of the English courts, the parties will attempt in the first instance to good faith to resolve any dispute or claim arising out of or relating to the Contract promptly through negotiations between the parties or, in the case of Business Customers, the respective senior executives of the parties who have authority to settle the same.

26.5 The Manager’s rights for third parties

26.6 The Manager’s rights under this Contract are in addition to the Manager’s rights in respect of the provisions of the Contract which are for its sole benefit. If the Manager has any rights under the Contract which are for its sole benefit, then the Manager rights in respect of that provision are for the sole benefit of the Manager, and not for the benefit of you or the End Client.

26.7 The Manager does not have any rights under the Contract other than the Manager and the Customer. The Contract is between these parties and no other person will have any rights to enforce any of its terms.

27 Notices

27.1 Any notice given under the Contract shall be in writing, which includes by e-mail.

27.2 Each party’s address for the service of notice shall be the address for each party as stated on the Booking Sheet or such other address as a party may specify by notice to the other party.

28 Other important terms

28.1笼罩条件下的，合同双方:

28.1.1 maintain and comply with policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with other parties; and

28.1.2 comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including the Modern Slavery Act 2015.

28.2 Even if the Manager delays enforcing any terms of the Contract, the Manager can still enforce the Contract. If the Manager does not insist immediately that the Customer does anything that it is required to do under the Contract, or the Manager delays in taking steps against the Customer in respect of a breach of these Conditions by the Customer, that will not mean that you do not have to do those things and it will not prevent the Manager from taking action later on. For example, if you fail to pay an invoice by the due date and the Manager does not send you a reminder for payment, but the Manager continues to fulfil its obligations under this Contract, the Manager is still entitled to require you to make the payment at a later date.

28.3 If the expression “the Customer” includes more than one person, those persons shall be jointly and severally liable under the Contract.

28.4 This Contract is governed by English law and you can bring legal proceedings in respect of the hire of the Venue and the Services in the English courts.

PART B - SPECIAL TERMS: BUSINESS CUSTOMERS

If you are a Business Customer, you shall apply.

29 Credit account

29.1 We will not be able to open a credit account for you if:

29.1.1 you make a booking 30 Days or less prior to the Event Date, in which case the full amount of the Charges will be due and payable when you return the Booking Sheet to us; or

29.1.2 the Customer or a company based outside of the United Kingdom, and under either of these circumstances, you will be required to pay in accordance with clauses 5.8 and 5.10.

29.2 If you require a credit account and this has not been arranged prior to signing the Contract, you need to request a “New Customer Form” from the Manager or the Event Coordinator. You must complete the New Customer Form in full and ensure that the Event Coordinator receives it at least 30 Days before the Event Date. The grant of a credit account is subject to credit checks, credit status and whether approved, approved by the Manager’s credit insurer. If the New Customer Form is received by the Manager or the Event Coordinator less than 30 Days before the Event Date, the Manager shall have discretion as to whether or not to grant credit.
29.3 You must comply with the terms of any credit account we open for you. Your credit account may be suspended immediately without notice if: (i) you fail to meet any agreed credit terms; (ii) your credit status deteriorates; or (iii) our credit insurer withdraws cover in relation to your account. In the event of the suspension of your credit account, unless we, at our discretion, agree to payment in accordance with clause 5.8, full payment of the Charges will be due immediately. We reserve the right to cancel the booking if payment is not received within 3 Days of the Customer being notified that payment is due or if payment is not received immediately where the Event Date is less than 3 Days from the date of notification.

30 Interest on late payments

30.1 If the Business Customer fails to make any payment to the Manager by the date on which payment is due in accordance with these Conditions, then without limiting any remedy of the Manager under these Conditions, interest shall be due at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the date the payment is due until payment of the overdue amount, whether before or after judgment.

31 Cancellation Fees

Up to 30 Delegates

<table>
<thead>
<tr>
<th>Amount of notice</th>
<th>Cancellation Fee</th>
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<tbody>
<tr>
<td></td>
<td>DDR</td>
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<tr>
<td>Room Hire</td>
<td></td>
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<tr>
<td>Catering</td>
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<tr>
<td>Audio Visual</td>
<td></td>
</tr>
<tr>
<td>Up to 90 Days' notice</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Between 89 and 60 Days' notice</td>
<td>25% of the charges</td>
</tr>
<tr>
<td>Between 59 and 30 Days' notice</td>
<td>50% of the charges</td>
</tr>
<tr>
<td>Less than 30 Days prior to the event</td>
<td>100% of the charges</td>
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</table>

31+ Delegates

<table>
<thead>
<tr>
<th>Amount of notice</th>
<th>Cancellation Fee</th>
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<tbody>
<tr>
<td></td>
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<tr>
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<tr>
<td>Catering</td>
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<tr>
<td>Audio Visual</td>
<td></td>
</tr>
<tr>
<td>Up to 181 Days' notice</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Between 180 and 151 Days' notice</td>
<td>10% of the charges</td>
</tr>
<tr>
<td>Between 150 and 121 Days' notice</td>
<td>50% of the charges</td>
</tr>
<tr>
<td>Between 120 and 91 Days' notice</td>
<td>70% of the charges</td>
</tr>
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<td>Less than 90 Days prior to the event</td>
<td>100% of the charges</td>
</tr>
</tbody>
</table>

31.2 Clause 10.1 includes details of the calculation of the Cancellation Fee due for partial cancellations.

32 Liability

33 Warranties

33.1 You warrant that:

33.1.1 you will promptly respond to all requests from the Manager or the Event Coordinator for information regarding your organisation or its hire of the Venue; and

33.1.2 at the time of entering into the Contract, any information provided to the Manager in relation to your organisation and the Event is true, accurate, complete and is not misleading in any way.

33.2 Except where expressly set out in these Conditions, the Manager excludes all warranties, conditions, representations, rights, obligations, liabilities and other terms whether express or implied by statute or common law, to the fullest extent permitted by law.

PART C - ADDITIONAL TERMS FOR CONSUMERS

If you are a Consumer, this Part C shall apply. You can obtain further information about your legal rights by contacting the Citizens Advice Bureau (https://www.citizensadvice.org.uk / or call 03454 04 05 06).

34 Interest on late payments

34.1 If you do not make any payment to us by the date the payment is due under these Conditions, unless agreed otherwise by the Manager, we may charge you interest on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank. This interest will accrue on a daily basis from the date the payment is due until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

35 Cancellation Fees

35.1 Where you request to cancel the hire of the Venue, which will mean termination of the Contract, the following percentage Cancellation Fee will be applied:

Up to 30 Delegates

<table>
<thead>
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</tbody>
</table>
PART D - DATA PROTECTION

38. Each party shall comply with their respective obligations under the Data Protection Legislation and the Manager shall, in particular:

38.2 For the purposes of this Contract:

38.1 The parties acknowledge that where the Manager is acting as a Processor (as defined below) on behalf of the Customer, this clause 38 shall apply and the following terms shall have the following meanings:

Data protection

36. Quality of Services

36.1 In addition to other remedies which you may be entitled to, if the Services are not provided with reasonable care and skill, or if the services supplied as part of the Services are not of satisfactory quality or mis-described or not provided as required by the Contract:

36.1.1 the Manager will, if requested by you and if practicable, re-perform that part of the Services which were not provided to the standard required by the Contract;

36.1.2 otherwise, the Manager shall refund the price quoted in respect of the unsatisfactory quality or mis-described items; and

36.1.3 such refund shall be made using the same method of payment used to make the payment (in the case of card payments, on the credit card or debit card used by you to pay).

37. Your right to terminate the Contract

37.1 If you are entering into this Contract as a Consumer, you have additional rights under this Contract to those given to Business Customers. However, in relation to cancellation rights, the Contract is an exception for the purposes of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. In many contracts, Consumers have a statutory right to a “cooling off” period in relation to contracts made by distance or on the supplier’s premises (for example, by telephone) and may cancel a contract made in this way without any liability within 14 days of entering into that contract. However, as the Contract is for the hire of a venue with catering services for a specific date, it comes under one of the allowed exceptions set out in Regulation 28, which includes the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities, if the contract provides for a specific date or period of performance. Therefore, any cancellation of the Event or termination of the Contract by you (except where this is due to our breach) may incur a Cancellation Fee.

37.2 In addition to your right to terminate the Contract if we are at fault as set out in clause 8, you have the right to terminate the Contract for the reasons set out below. If you terminate the Contract for these reasons, the Manager will provide a full refund in respect of any Services or Room Hire for which you have paid but which have not been provided to you, and you may, in certain circumstances, also be entitled to compensation. The reasons are:

37.2.1 you do not agree to a material change to the arrangements for the hire of the Venue or to the Services made by the Manager;

37.2.2 the Manager has informed you of a significant error in the Charges or in the description of the Venue facilities or the Services and you do not wish to proceed;

37.2.3 you have a legal right to terminate the Contract because of something that the Manager has done wrong including, if applicable, late delivery of the Services or if the Manager fails to provide the Services with reasonable care and skill.

PART D - DATA PROTECTION

38. Data protection

38.1 The parties acknowledge that where the Manager is acting as a Processor (as defined below) on behalf of the Customer, this clause 38 shall apply and the following terms shall have the following meanings:

Controller means a “controller” for the purposes of the GDPR;

“Data Protection Legislation” shall mean (i) the GDPR and any applicable national implementing laws as amended from time to time, (ii) the DPA to the extent that it relates to processing of Personal Data and privacy; and (iii) all other applicable laws relating to the protection of personal data and the privacy of individuals;

“Data Subject” means an identified or identifiable natural person;

“DPA” means the Data Protection Act 2018;

“GDPR” means the General Data Protection Regulation (EU) 2016/679;

“Personal Data” has the same meaning as “personal data” in the GDPR;

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

“Processing” has the same meaning as “processing” in the GDPR and “Process” and “Processed” shall be construed accordingly; and

“Processor” has the same meaning as “processor” in the GDPR.

38.2 For the purposes of this Contract:

38.2.1 the type of Personal Data and categories of Data Subjects are the names and contact details of the Customer and Delegates and the category of data is individual attendees at an organised event; and

38.2.2 the nature/nature of the Processing is to enable the Manager to carry out its duties under this Contract (which form the subject matter of the Processing) and the duration of the Processing shall be the term of this Contract.

38.3 Each party shall comply with their respective obligations under the Data Protection Legislation and the Manager shall, in particular:

38.3.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carrying out its duties under this Contract and in accordance with the Customer’s written instructions and this clause 38;

38.3.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;

38.3.3 not transfer the Personal Data outside of the European Economic Area without the prior written consent of the Customer;

38.3.4 ensure that any employees or other persons authorised to process the Personal Data are subject to appropriate obligations of confidentiality;

38.3.5 not engage any third party to carry out its Processing obligations under this Contract without obtaining the prior written authorisation of the Customer and, where such authorisation is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in this clause 38;

38.3.6 notify the Customer, as soon as reasonably practicable, about any request or complaint received from Data Subjects without responding to that request (unless authorised to do so by the Customer) and assist the Customer by technical and organisational means, insofar as possible, for the fulfilment of the Customer’s obligations in respect of such requests and complaints;

38.3.7 on request by the Customer and taking into account the nature of the Processing and the information available to the Manager, assist the Customer in ensuring compliance with its obligations under the GDPR (where applicable) with respect to:

(i) implementing appropriate technical and organisational measures in accordance with Article 32 of the GDPR;

(ii) where relevant, notifying any Personal Data Breach to the Information Commissioner’s Office (or any replacement body) and/or communicating such Personal Data Breach to the Data Subject in accordance with Articles 33 and 34 of the GDPR; and

(iii) where necessary, carrying out and/or reviewing and, if applicable, consulting with the relevant supervisory authority with respect to data protection impact assessments in accordance with Articles 35 and 36 of the GDPR;

38.3.8 on request by the Customer, make available all information necessary to demonstrate the Manager’s compliance with this clause 38 and otherwise permit, and contribute to, audits carried out by the Customer (or its authorised representative); and

38.3.9 on termination or expiry of this Contract, destroy or return to the Customer, in accordance with the Customer’s preference as indicated on the Booking Sheet, all Personal Data and delete all existing copies of such Personal Data.