

FIN-F26

Version 2

March 2015

Cat 3 Contract of Hire

**CONTRACT FOR
HIRE OF VENUE**

BETWEEN

BETTER
the feel good place

AND

Queensberry Promotions Ltd
.....

For office use only:

Hirer Contact details:

Name.....

Phone number

Email address

THIS AGREEMENT is made this _____ day of _____ 201 BETWEEN:

(1) GREENWICH LEISURE LIMITED (trading as "Better hereafter referred to as The Company"), a limited company whose registered office is at Middlegate House, The Royal Arsenal, Woolwich, London, SE18 6SX, registration number 27793R, and

(2) Queensberry Promotions Ltd (The Hiring Party) a limited company

whose registered office is at Frank Warren, Ground Floor, Turnford Place, Turnford, EN10 6NH

for the hire of:

(3) The Copper Box Arena

(Facility/ies/Area)

(4) Arena

(Venue)

Full details of the booking requirements have been set out by the Hiring Party on the "Booking Form".

For the following Event:

(5) Frank Warren Boxing

(Event Description/Name)

To be held:

(6) On / From 30th April 2016 To 1st May 2016

The Event Fee in respect of the above Hire is

(7) [REDACTED] + VAT = Total Event Fee [REDACTED]

A full breakdown of the elements of the overall Event Fee have been set out in the "Cost Proposal Document" including the Booking Deposit timely receipt of which is a condition of this contract

(8) The terms and conditions of hire are set out in the "Hire of Venue - Terms and Conditions" document. These Terms and Conditions have been supplied to, and signed by, the Hiring Party and set out the obligations of both The Company and the Hiring Party with regard to the event, Staffing and pre and post event activities

The Booking Form, the Cost Proposal Document and the Hire of Venue Terms and Conditions are hereby incorporated into this contract - the Contractual Documents.

This agreement has been entered into on the date stated at the beginning of it and on the Terms and Conditions provided to and agreed by the Hiring Party.

LIABILITIES OF THE HIRING PARTY

The Company wishes to draw to the attention of the Hiring Party the exclusions and limitations of The Company's liability under the terms of this contract, and the obligations and responsibilities of the Hiring Party in particular with regard to the following:

1. **Damage to the Venue, the Facility or property or equipment located there, caused by the Hiring Party, its employees, representatives, guests/spectators/audience, contractors, agents or suppliers**
2. **Effects of Cancellation - Costs Expenses or Losses the Hiring Party may suffer should the Event be cancelled or postponed for any reason**

1. **Damage to the Venue**

The Hiring Party is required to have in place for the entire Bump In /Event / Bump Out Periods Public Liability Insurance, with no onerous exclusions with regard to damage, for a minimum of [REDACTED]. However the Hiring Party must understand that this is not a limit on liability, only an indication of the minimum of insurance level required. The Hiring Party shall be fully liable for all damage caused to the Venue, the Facility, or any property or equipment located there, including the building and infrastructure and fixtures and fittings. Any damage caused to any of the above must be paid for by the Hiring Party either through deduction from the Security Deposit or if the value of rectification/replacement exceeds the deposit amount, by payment upon receipt of invoice from The Company.

The Company refers the Hiring Party to sub-clauses 13.1-13.3 and 15.1 which clearly set out the liabilities and obligation of insurance for each Party as described above.

By entering into this contract, the Hiring Party agrees to, understands and accepts these obligations.

2. **Effects of Cancellation**

The Hiring Party may suffer losses or costs if an Event is cancelled or postponed, including but not limited to ticket sale refunds, promotional fees/sponsorship, payments in relation to contractual obligations to suppliers, performers, relocation fees, etc. In such circumstances, the Hiring Party shall be fully responsible for dealing with all aspects of the cancellation or postponement, including complaints, queries, publicity, re-booking of event or alternative venue etc and The Company shall not be responsible for nor undertake any such activities required as a result of the cancellation or postponement. Additionally The Company requires the Hiring Party to have in place an insurance policy to enable it to claim for their losses, including but not limited to, irrecoverable expenses, should such a cancellation or postponement occur, for whatever reason. The Company refers the Hiring Party to sub-clauses 1, 2, 6, and 14.3 which clearly set out the exclusion of liability as described above and the requirement for the Hiring Party to have appropriate insurance to cover (sub-clause 13.4).

By entering into this contract, the Hiring Party agrees to, understands and accepts these obligations.

Further, The Company wishes to draw to the Hiring Party's attention the exclusion of some liabilities as set out in Clause 18 and the limitation of The Company's liabilities to the Total Event Fee as set out in sub-clause 16.5

DECLARATION AND SIGNATURES

Hiring Party Signatory 1

I, _____ declare that I am duly authorised by the Hiring Party to act on behalf of the Hiring Party. I acknowledge and confirm that on behalf of the Hiring Party I have read, understood and agreed to the Hire of Venue Terms and Conditions as provided and the obligations expressly shown above, and intend to be, and will be, legally bound by this contract. The Hiring Party does not rely on any warranties or guarantees made orally or in writing that are not identified expressly in the contract or the Contractual Documents. The Hiring Party warrants that the details provided in the Booking Form and in this contract are correct.

Hiring Party Signatory 2

I, _____ declare that I am duly authorised by the Hiring Party to act on behalf of the Hiring Party. I acknowledge and confirm that on behalf of the Hiring Party I have read, understood and agreed to the Hire of Venue Terms and Conditions as provided and the obligations expressly shown above, and intend to be, and will be, legally bound by this contract. The Hiring Party does not rely on any warranties or guarantees made orally or in writing that are not identified expressly in the contract or the Contractual Documents. The Hiring Party warrants that the details provided in the Booking Form and in this contract are correct.

HIRING PARTY SIGNATURES:

Signed by
(Signatory 1)



DIRECTOR
(Type name)



DATE

19-2-16

for and on behalf of

(Company Name)

Queensberry Promotions Ltd

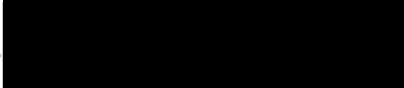
POSITION

Event Manager

Signed by
(Signatory 2)



DIRECTOR
(Type name)



DATE

19-2-16

for and on behalf of

(Company Name)

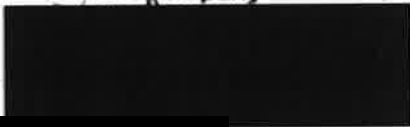
Queensberry Promotions Ltd

POSITION

PA to Chairman

Signatures on behalf of The Company

Signed by



for and on behalf of 'Better'

DIRECTOR 1
(Type name)



DATE

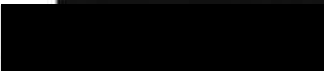
1 March 2016

Signed by



for and on behalf of 'Better'

DIRECTOR 2
(Type name)



DATE

~~5/6/2016~~ 1/5/16

For Completion by The Company

Evidence of authority for signatories to act on behalf of Hiring Party (attach letter of authority, or evidence of status of signatories):

Type of evidence:

Evidence of registration/bona fide nature of the Hiring Party's business/company (attach copy of registration entry into Companies House or similar):

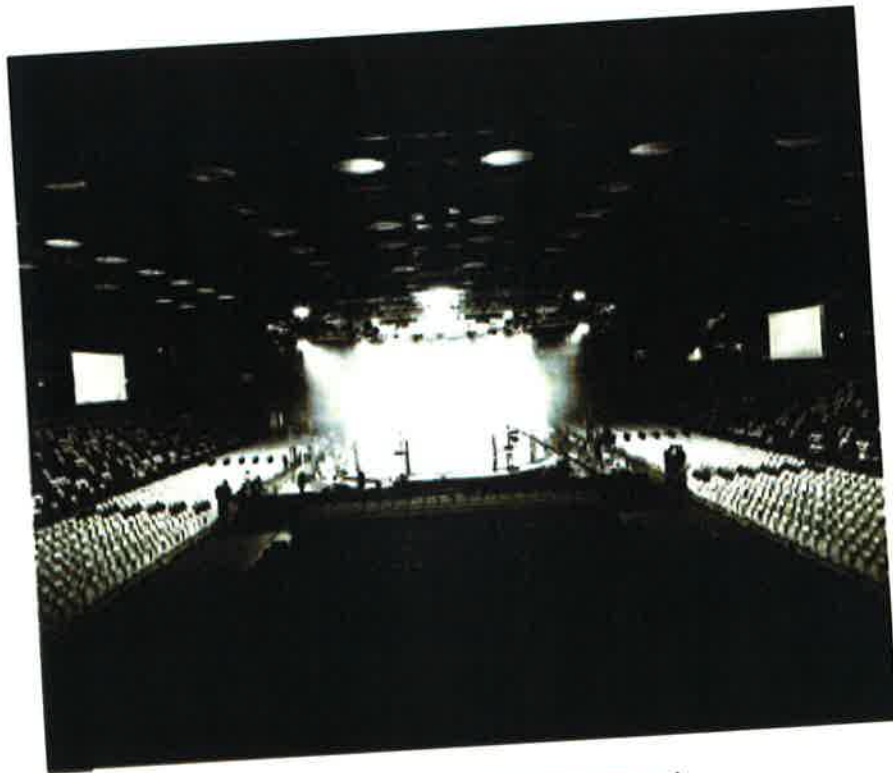
Type of evidence:

Commercially Sensitive – Not for further distribution
Subject to contract, private & confidential

Copper Box Arena Queen Elizabeth Olympic Park

GLL

better for everyone



Cost Proposal Document

Submitted to:

Originator: [REDACTED]

3rd December 2015

Commercially Sensitive – Not for further distribution

A charitable social enterprise providing better community services and spaces for all

██████████
Queensberry Promotions Ltd.
Frank Warren
Ground Floor,
Turnford Place,
Turnford,
Herts
EN10 6NH

3rd December 2015

Dear ██████████

Copper Box Arena, Queen Elizabeth Olympic Park

Further to your email requesting dates for Queensbury Promotions Boxing event, I am pleased to provide you with a formal proposal in respect of your proposed date here at the Copper Box Arena in March 2016.

The most versatile venue in the Park is also the largest, with a maximum auditorium capacity of 7,500 people. Since opening in the summer of 2013, the Copper Box Arena is fast establishing itself as London's most versatile entertainment and events venue.

Conferences, trade shows, exhibitions and TV spectaculars have all been accommodated within the Copper Box Arena to date. The flexible auditorium design allows the main seating blocks to be tucked away providing an open pillar-free floor area of 2,712m².

Event dates

- 12th March 2016 – Event day access from 06.00 hours to 02.00 hours

Utilisation

USE	SPACE	ANTICIPATED NUMBERS	UTILISATION/TIMINGS	DAY RATE	TOTAL RATE
Event – 12 th March	Copper Box Arena	5,000	06.00 to 04.00	██████████	██████████
Total hire fee plus VAT					██████████

Services & facilities included with the arena hire charge

- 60m x 40m Arena including the permanent fixed seating
- Concourse Areas including toilets
- 40m x 20m Back of house area for loading / unloading and production
- Roof rigging points for production
- Venues mother grid rigging system
- House scoreboards
- The venue's in house vinyl floor covering for the Arena floor (in place prior to tenancy)
- Queuing control barriers for immediately outside of the venue
- Venue House Lighting - Use of HD lights will incur additional costs
- House PA system for announcements and background music only
- 4 team style changing areas
- 2 sport style locker / referee rooms with showers
- Office space for Event Management – size to be advised
- Normal levels of power, heating, cooling and water
- Cleaning of the venue, pre, during and post event

GLL Registered Address: Middlegate House, The Royal Arsenal, Woolwich SE18 6SX
VAT Number: 626 5922 25
IPS Reg Number: 27793R
Inland Revenue Charity Number: XR43398



- Dedicated Venue team including; Event Manager, Arena Assistants, Safety Officer
- Dance Studio, divisible into 2 rooms as a separate VIP/Green area suitable for pre and post event hospitality
- Free Wifi – 100MB inbound and 100MB outbound

Services provided at the hirers expense

- Specific event infrastructure and furniture, e.g. tables, chairs, enhanced floor covering, additional staging
- Front of House and Back of House Stewarding and security. Levels to be jointly agreed between the promoter and venue in accordance with the event risk assessment. The promoter is encouraged to use one of the venue's recommended suppliers.
- First Aid Provision based on spectator numbers and event risk assessment.
- Radios
- Additional barriers
- Meeting all PRS requirements
- Event sound and lighting including any special effects
- Event rigging, including any associated equipment, e.g. forklift etc
- Event riggers and stage and spotlight operators
- Rigging sign off and advice from the venues in house approved contractor – Star Events
- Catering charges for production personnel and artists
- Additional dressing rooms and production office furniture

Catering

Our in house catering provider is BH Live and have exclusive catering rights to all public, front of house and VIP catering.

Hospitality

We have 9 concession outlets on the concourse levels of our arena that would need to be deep cleaned and returned to the operator in it's original condition.

Within the backstage facilities, there is a dance studio that can be converted into a VIP hospitality space to accommodate up to 150 standing for guests, crew catering or as a green room, which is included in the hire of the venue.

Media & Broadcast Rights

GLL hereby agree that you can photograph/video/live stream/record the event without limitation, on the basis that all material verbally credits the Copper Box Arena & Queen Elizabeth Olympic Park. We would expect that your broadcast plans are shared and any printed marketing material is reviewed by our Brand Marketing Manager and LLDC for approval in advance. GLL in turn, would look to use the images and testimonials of the event to help further promote the event and the venue for marketing purposes. Brand guidelines and logos attached for your use.

Ticketing

The Copper Box Arena uses See Tickets as it's Ticketing partner which includes all necessary access control equipment into the venue, therefore 60% of the manifest will be sold via the venue's box office. The remaining 40% manifest sits with the promoter. Booking fees are set at 10% of the face value of the ticket.

Should your capacity not reach 3,671 and therefore not require the use of the upper bowl of the arena, then GLL agree to reduce your hire fee to [REDACTED]

Security

We would require you to use our partner Wise Security Services for all front of house provision. They are one of the UK's most trusted and professional suppliers of Steward and Security staff. All staff are trained and experienced in handling all types of security operations, and take a pro-active approach to providing the best security solution for you. You would be responsible for paying for event security; your Venue Manager

can introduce you directly to obtain a quote specific to your event. The spot plan will need to be mutually agreed and signed off with [REDACTED] the General Manager of the Copper Box Arena.

PRS

The venue acts on the behalf of the Performance Rights Society and is applicable on all events that play music, unless an exemption form is obtained via PRS. It is the responsibility of the organiser to liaise directly with PRS.

Public Liability Insurance

Please note that all event organisers are required to have in place a minimum of £10 million pound public liability insurance. Evidence of insurance cover will be required by the venue 8 weeks in advance.

Other information

For more information about the copper box arena, including travel, please visit our website at

Queen Elizabeth Olympic Park has some of the best transport links in London:

- Nine tube and train links
- Numerous bus and coach routes
- Less than 40 minutes to all of London's major railway stations
- Seven minutes to St Pancras International
- 30 minutes to the M25
- Less than an hour to all London international airports from Stratford station

Public transport is the best and easiest way to get to and from the Park – by train, underground, bus or bicycle.

Payments plans: We would require 50% of the total contract fee as a deposit upon signing the contract, with the remaining 50% due 1 month prior to tenancy.

This proposal is valid for 28 days and will be subject to contract and completion of a satisfactory credit check. Venue hire offers are non-binding until a deposit has been received and the contract exchanged. GLL retains exclusive rights on the proposed dates and space until such time as a contract has been signed.

I hope that this proposal provide you with all the information you require at this stage, however, if you have any further questions please do not hesitate to contact me on 0208 221 4925. I look forward to speaking with you in respect of the above.

Kind Regards, [REDACTED]

[REDACTED]
Commercial Events Director – Copper Box Arena & London Aquatics Centre