



Level 10  
1 Stratford Place  
Montfichet Road  
London  
E20 1EJ

Paul Turner  
[request-368815-f5e4a51e@whatdotheyknow.com](mailto:request-368815-f5e4a51e@whatdotheyknow.com)

9 November 2016

### **INFORMATION REQUEST REFERENCE 16115**

Dear Mr Turner,

Thank you for your information request, received on 2 November 2016. You asked the London Legacy Development Corporation (Legacy Corporation) to provide the following information under the Freedom of Information Act 2000 (FOIA):

*“Please can you provide the rental agreement between LLDC and London Lions basketball team, LLDC and Queensberry Promotions and all agreements between LLDC and British Volleyball Federation for use of the Copper Box Arena.”*

The Legacy Corporation confirm that they hold this information, however, please note that the Copper Box Arena (CBA) is operated by Greenwich Leisure Ltd (GLL) on behalf of the Legacy Corporation and the requested agreements are therefore between GLL and the other parties as opposed to between LLDC and the parties as has been requested.

Please find attached:

- Annex A: Tenancy agreement between GLL and London Lions [redacted];
- Annex B: Contract for Hire Venue between GLL and Queensbury Promotions Ltd, including cost proposal document [redacted];
- Annex C: Contract for Hire Venue between GLL and Volleyball England [redacted];
- Annex D: Schedule of the redactions with the specific exemption applied.

Please note: Information has been redacted in these agreements under the following exemptions. Details of the exemptions for the specific redactions are in the Schedule of Redactions provided in Annex D.

S.43(2) - Commercial interests.

*(2) Information is exempt information if its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person (including the public authority holding it).*

The section 43(2) is a qualified exemption and subject to the prejudice test and the public interest test. Under the prejudice test we have to consider if disclosure of this information

would, or would be likely to, prejudice our commercial interests or the commercial interests of a third party. Consideration is also given to the harm disclosing this information would be likely to cause, combined with other information already in the public domain (mosaic effect) or possibly released at a future date (precedent effect). The public interest test considers and balances the public interest in disclosing this information against the public interest in not disclosing this information and uses this assessment to decide whether there is sufficient justification in withholding this information under this exemption.

Information disclosed under the FOIA is considered to be public information, and while there is a presumption towards disclosure, consideration needs to be given as to who will have access to this information beyond the requestor and the purposes for which they could use the information.

The Legacy Corporation have assessed the impact of releasing the information redacted under this exemption. There is, of course, a public interest in promoting transparency of the decisions and accountability in regards to the agreements that are entered into by public sector bodies. However, the disclosure of the information currently identified as commercially sensitive within these agreements would be likely to prejudice commercial interests of GLL as it will reveal details of financial information which would be likely to impact on current and future negotiations for use of the Copper Box Arena.

The information identified as commercially sensitive, if disclosed, would be likely to put the GLL at a competitive disadvantage within this market by allowing competitors, who are not subject to the same legislation, to gain access to commercially valuable information.

It is the view of the Legacy Corporation that, at this time, the public interest in withholding the information outweighs the public interest in disclosing it.

It is the standard practice of the Legacy Corporation to redact personal information unless consent to release the information has been received.

Section 40(2) – personal information

*(2) Any information to which a request for information relates is also exempt information if—  
(a) it constitutes personal data which do not fall within subsection (1), and  
(b) either the first or the second condition below is satisfied.*

The section 40 exemption is absolute and is not subject to the public interest test. In this instance, the relevant condition that applies is section 40(2) whereby the information is defined as personal data within Section 1(1)(a) of the Data Protection Act 1998. The redacted information includes the names and signatures for these agreements. As we have not received consent of the data subjects through GLL, release of the requested information at this time would contravene the first data principle under Schedule 2(1) of the Data Protection Act 1998.

If you are unhappy with our response to your request and wish to make a complaint or request a review of our decision, you should write to:

Deputy Chief Executive  
London Legacy Development Corporation  
Level 10  
1 Stratford Place  
Montfichet Road  
London  
E20 1EJ

Please note: complaints and requests for internal review received more than two months after the initial response will not be handled.

If you are not content with the outcome of the internal review, you may appeal directly to the Information Commissioner at the address given below. You should do this within two months of our final decision. There is no charge for making an appeal.

Further information on the Freedom of Information Act 2000 is available from the Information Commissioner's Office:

Wycliffe House  
Water Lane  
Wilmslow  
SK9 5AF

Telephone 08456 30 60 60 or 01625 54 57 45

Website [www.ico.gov.uk](http://www.ico.gov.uk)

Yours sincerely

Rachael Clauson  
FOI / EIR Co-ordinator  
London Legacy Development Corporation





**BOOKING FORM & CONTRACT FOR THE ONE OFF OR REGULAR  
HIRE OF FACILITIES AT LEISURE CENTRES AND LIBRARIES**  
(excluding hire by Schools)

**BETTER**  
the feel good place

Copper Box Arena

LEISURE CENTRE / LIBRARY

Address Queen Elizabeth Olympic Park, London E20 3HB

Member of staff spoken to [REDACTED]

Date 22/03/2016

Please read this contract very carefully. If you are satisfied please sign and return to the address above. Please keep a copy for your records. For block bookings / multiple bookings you may only terminate contracts at the end of the three-month period; however we would appreciate as much notice as possible.

Failure to meet the contract conditions, abuse of our facilities or failure to meet the payment terms may result in us terminating your contract WITHOUT notice at which point you will be sent a settlement account. Recovery action will automatically be taken in the case of non-payment.

**For Completion by the Hirer:**

Name of person responsible for paying hiring fees/settling the account London Lions Basketball

(This person must sign this form on the reverse and is the Hirer for the purposes of this contract)

\*Please note that before Better is able to raise an invoice in respect of any booking(s) requested on this form, we will need to obtain proof of your identity (or proof of authority if signing for an organisation) and current address, and may undertake a credit score rating check. By signing this form you agree to provide such information, and consent to such a check. Bookings may be refused at Better's absolute discretion and are not accepted until this contract is signed by Better and returned to the hirer upon receipt of required documents and satisfactory reports and checks.

Organisation London Lions Basketball UK Ltd Account No. ARS-016157  
(if known)

Hirer's Contact Phone No. : Landline Mobile [REDACTED]

Email Address colly@londonlionsbasketball.com Fax Number

Invoice Address 1-5 Blackhorse Barns, Farncott, Nr Toddington W5 6HT

Nature of Booking Block Booking (Basketball)

Facility(ies) / area(s) being hired 1 and 2 halls

Equipment being hired Basketball hoops

Staff requested N/A

Day(s) & Time (s) Monday, Tuesday & Thursday 6pm-8pm | Tuesday 4pm-6pm (Community Club)

For block bookings please indicate below the actual dates within this Contract period. (These dates are currently available, it may occasionally be necessary for us to withdraw an individual date, in which case due notice and credit will be given.)

January

February

March

01 20 20 00 00 01 21 21 20 20 20 21

**Special Note to Hirers regarding Party bookings at Leisure Centres:**

Please remember that persons attending your Party will be charged the Centre Admission Fee unless they are Centre members. For pool parties, Hirers are provided with separate Pool Parties Rules which must be adhered to.

**For Completion by Better**

**CHARGES AND FEES**

Base Charge per session [redacted] Total No. of sessions 22 hours

Other charges (e.g. equipment) N/A Staffing / coaches per session N/A

Special requirements 3rd (5pm-7pm), 28th (11am-1pm), 29th (10am-12pm), 31st (11am-1pm)

**TOTAL HIRE FEE for session/all sessions:**

NET [redacted] VAT N/A TOTAL [redacted]

VAT will be applied where applicable

**ID/Proof of Address details:**

Documents provided: ID .....  
Address .....

Checked by ..... Date .....

(Better staff Name & Job Title)

**For the hirer to read and sign:**

I have received, read and understood the rules and regulations of hire and the centre or library's Normal Operating Procedures (NOP), and Emergency Action Plan (EAP) [delete if not applicable]

I have received a copy of the Pool Parties Rules and Swim Safety Rules and agree to comply with all requirements therein. [delete if not applicable]

I have received, read, understood and agree to the Terms and Conditions of Hire as provided and I confirm I intend to and will be legally bound by this booking contract. I confirm that the details provided in this booking contract are correct.

Hirer's Signature ..... [redacted] Date 08/04/2016  
(Hirer as indicated at the top of this form whose ID has been checked)

Better staff signature... [redacted] Date 22/03/2016

Job Title Administration Assistant

**Please return signed contract to the relevant centre or library.**

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**



## 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)

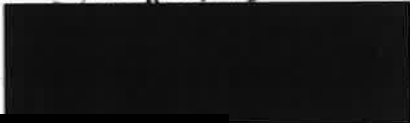
Queensberry Promotions Ltd

POSITION

PA to Chairman

**Signatures on behalf of The Company**

Signed by



for and on behalf of 'Better'

DIRECTOR 1  
(Type name)



DATE

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):

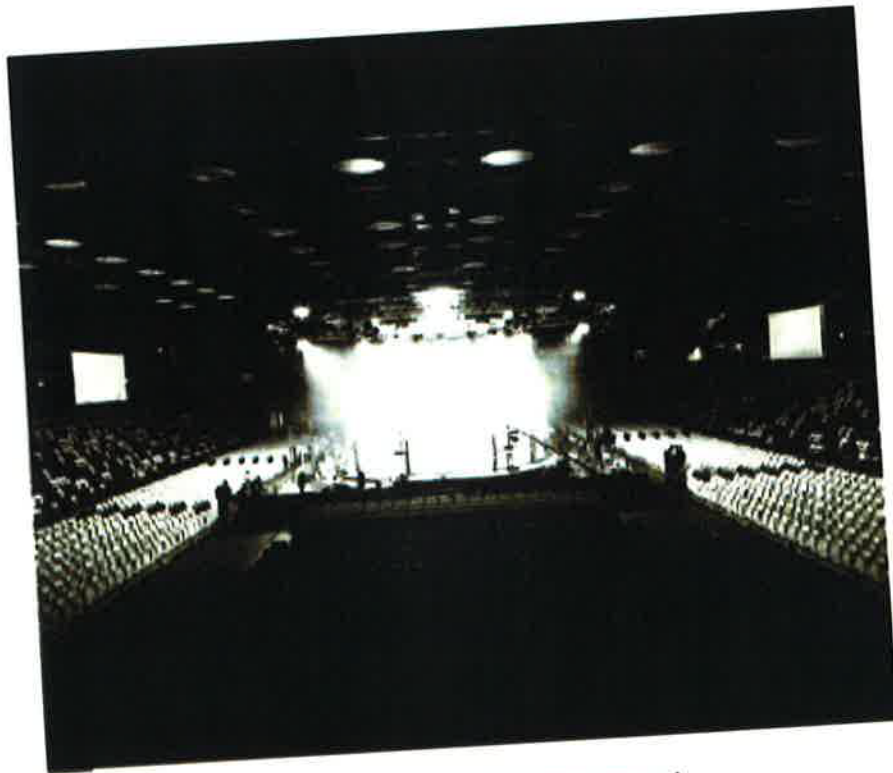
Type of evidence:

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]

3<sup>rd</sup> 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

3<sup>rd</sup> 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 2,712m<sup>2</sup>.

#### Event dates

- 12<sup>th</sup> 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 <sup>th</sup> March	Copper Box Arena	5,000	06.00 to 04.00	██████████	██████████
<b>Total hire fee plus VAT</b>					██████████

#### 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

**GLI**



- 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**

# CONTRACT FOR HIRE OF VENUE

**BETWEEN**



**AND**

Volleyball England.....

**For office use only:**

Hirer Contact details :

Name..... [Redacted] .....

Phone number ..... [Redacted] .....

Email address ..... [Redacted]@volleyballengland.org .....

THIS AGREEMENT is made this 27 day of August 2015 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) Volleyball England (The Hiring Party) a limited company  
whose registered office is at Sportpark, 3 Oakwood Drive, Loughborough  
Leicestershire, LE11 3QF

for the hire of:

(3) Copper Box Arena  
(Facility/ies/Area)

(4) Main Arena, Changing Rooms and Back of House Facilities  
(Venue)  
Full details of the booking requirements have been set out by the Hiring Party on the "Booking Form".

For the following Event:

(5) Club Invitational  
(Event Description/Name)

To be held:

(6) On / From 12th September 2015 To 13th September 2015

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 £10million. 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 agree 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 agree 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 16 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, [REDACTED] *See signature over leaf* 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, [REDACTED] [REDACTED] 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 ..... [Redacted]  
(Signatory 1)

DIRECTOR [Redacted] DATE 31/07/15  
(Type name)  
for and on behalf of  
(Company Name) Volleyball England POSITION Chief Executive

Signed by ..... [Redacted]  
(Signatory 2)

DIRECTOR [Redacted] DATE 11/08/15  
(Type name)  
for and on behalf of  
(Company Name) Volleyball England POSITION Participation Director

**Signatures on behalf of The Company**

Signed by ..... [Redacted] for and on behalf of "Better"

DIRECTOR 1 [Redacted] DATE 24 August 2015  
(Type name)

Signed by ..... [Redacted] for and on behalf of "Better"

DIRECTOR 2 [Redacted] DATE 21.9.2015  
(Type name)

**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: .....

**DATED**

24<sup>th</sup> AUGUST

**2015**

**HIRE OF VENUE  
TERMS AND CONDITIONS**



These terms and conditions are incorporated into the Contract for Hire of Venue

dated ..... 24th July 2015 ..... between

- (1) GREENWICH LEISURE LIMITED, a Limited Company incorporated in England and Wales (registered no. 27793R), whose registered office is at Middlegate House, The Royal Arsenal, London, SE18 6SX (which includes any successor body to The Company hereafter referred to as "The Company") and
  - (2) Volleyball England Association Ltd, a company incorporated in England and Wales (registered no. 2023835), whose registered office is at Sportpark, 3 Oakfield Drive, Loughborough, Leicestershire, LE1 3QF hereafter referred to as "Hiring Party" which includes any successor body to the Hiring Party).
- (each a "Party" together, the "Parties")

### **PARTICULARS**

The following terms and expressions shall, where used in this Agreement, have the following meanings:

**Booking Deposit** means 50% of the total Event Fee as advised in the Cost Proposal Document

**Bump In** means the installation by the Hiring Party or a third party or third parties acting on behalf of the Hiring Party of any equipment, items, installations, deliveries or personnel required for the Event subject to the prior approval by The Company (not to be unreasonably withheld or delayed);

**Bump Out** means the removal by the Hiring Party or a third party or third parties acting on behalf of the Hiring Party of the Bump In;

**Bump In Period** means 11th September 2015;

**Bump Out Period** means 13th September 2015;

**End Time** means the Event / show / performance finish time which for this Event shall be 2300hrs;

**Event** means Club Invitational

**Event Period** means the period from and including 12th - 13th September 2015;

**Event Fee** means [REDACTED] for Venue Hire plus any extra services as identified and agreed by the Parties, subject to the addition of VAT at the prevailing rate where applicable;

**Event Services** means the services and/or equipment set out in Schedule 2 which are to be provided or procured by The Company to the Hiring Party;

**Hired Area** means that part or parts of the Venue to be used for the Event as shown on the plans set out in Schedule 1; and

**Security Deposit** means the sum deposited by the Hiring Party with The Company which shall be held as described in Schedule 3 and used to reimburse The Company for losses incurred in repairing or cleaning the Venue or property therein or in the event that no such losses are incurred the same shall be returned to the Hiring Party in accordance with the timescales set out in Schedule 3.



**Start Time** means the Event / show / performance commencement time, from which time the public shall have access to the Venue which for this Event shall be.....<sup>0900 hrs</sup>..... ;

**Venue** means ..... Copper Box Arena ..... which is to be the location and facility for the Event.

**Applicable Laws** means all relevant laws, statutes, subordinate legislation, rules, regulations, directions, standards and guidance relating to the Venue or Queen Elizabeth Olympic Park (where relevant) and its use including, without limitation, the Construction (Design and Management) Regulations 2007, the Safety of Sports Grounds Act 1975, Occupiers' Liability Act 1957, the Equality Act 2010, the Licensing Act 2003 and those relating to health and safety, including The Event Safety Guide ("The Green Guide" by the H.S.E.), building construction, crowd security and fire safety;

**Associated Party** means any of the Hiring Party's own contractors, agents or suppliers who provide goods or services in relation to this Licence;

**Doors Open Time** means the time at which the doors to the Hired Area shall open to the public or invited guests (as the circumstances require) for the Event, as agreed between the parties not less than 90 days before the Event, but subject always to any amendment to such time pursuant to this Agreement;

**Enactment** means any statute, statutory instrument or bye-law, or any EU or other supranational legislation or decrees having force in the United Kingdom, and any rules, regulations, instruments, orders, schemes, legally binding codes of practice or directions made or issued under or deriving validity from any Enactment and references (whether specific or general) to any Enactment include any statutory modification or re-enactment of it for the time being in force;

**Foreign Entertainers Tax** means the deduction of tax from payments by UK persons to non-UK resident entertainers set out in the Income Tax (Entertainers and Sportsmen) Regulations 1987, or any successor provisions subsequently enacted

**Hiring Party Insolvency Event** means:

- (a) any of the following occurring in respect of the Hiring Party:
  - (i) being, or being deemed for the purposes of any law to be, unable to pay its debts as they fall due or insolvent;
  - (ii) admitting its inability to pay its debts as they fall due;
  - (iii) the value of its assets being less than its liabilities (taking into account contingent and prospective liabilities);
  - (iv) suspending making payments on any of its debts or announcing an intention to do so;
  - (v) commencing negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness; or
  - (vi) a moratorium being declared in respect of any of its indebtedness; or
- (b) any corporate action, legal proceeding or other procedure or step being taken by any person in relation to or with a view to:
  - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Hiring Party;
  - (ii) a composition, assignment or arrangement with any creditor of the Hiring Party;
  - (iii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of the Hiring Party or any of its assets;
  - (iv) the enforcement of any security over any assets of the Hiring Party; or
  - (v) any analogous procedure or step being taken in any jurisdiction;

**Licensing Authority** means such other licensing body authorised to regulate the operation of the Hired Area for the purposes of staging any particular event;

**The Company Requirements** means the reasonable requirements of The Company to be developed following the date of this Licence which must be complied with (at the Hiring Party's own cost) in order to gain access to and carry out works at the Venue or Queen Elizabeth Olympic Park (where relevant) which will include, but will not be limited to, policies, procedures and guidelines relating to the following:

- (a) security (including vehicle and Venue screening and searches, background checks, appropriate qualifications and accreditation of security workforce);
- (b) health and safety;
- (c) brand protection;
- (d) logistics;
- (e) use of vehicles;
- (f) certification that no hazardous goods or services have been used in construction or event build;
- (g) workforce obligations and code of conduct (including requirements as to uniforms, catering, delivery procedures, transport, hours of work and scheduling of breaks);
- (h) radio distribution and usage; and
- (i) Venue access and parking permits;

**Multimedia Rights** means the following rights and/or any other related method of exploitation of the Event:

- (a) **Audio:** the right to reproduce, issue and/or communicate to the public by audio only means (whether live or pre-recorded) some or all of the Event, including radio or internet broadcasts and mobile streaming;
- (b) **Television:** the right to communicate to the public some or all of the Event as audio visual content, including via terrestrial, cable, satellite, internet and/or mobile, and whether on a free or pay basis; and
- (c) **Film:** the right to reproduce, issue and/or communicate to the public films of some or all of the Event in any format and/or media

**Necessary Consents** means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required for the Event;

**Service Media** means all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media;

**Working Day** means any day other than a Saturday or Sunday on which clearing banks in England are open to the public for the transaction of business;

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## 1 LICENCE

- 1.1. In consideration of the payment of the Event Fee, The Company grants to the Hiring Party the right to access, occupy and use the Hired Area during the Event Period to stage the Event.
- 1.2. The Hiring Party acknowledges that:
  - 1.2.1 it shall occupy the Hired Area as a licensee only and no relationship of landlord and tenant is created between The Company and the Hiring Party;
  - 1.2.2 it shall not permit any overnight sleeping in the Hired Area unless that Hired Area offers facilities specifically for the purpose of overnight accommodation;
  - 1.2.3 no representation or warranty is given by The Company or to be implied by this Agreement that the use of the Venue for the Event by the Hiring Party is a lawful use or is authorised by planning legislation or the Applicable Laws;
  - 1.2.4 notwithstanding any other provision of this Agreement, there shall be no restriction on access by The Company or any party authorised by The Company to the whole or any part of the Venue at all times throughout the Event Period and The Company shall be entitled to conduct its routine operational, maintenance and business activities in the Venue during the Event Period;
  - 1.2.5 it may not have exclusive access to the Venue during the Event Period and it is possible that there may be works ongoing at the Venue, or that other parties may be using the Venue at the same time for training or other purposes; The Company will ensure that any access to the Venue during the Event is kept to a minimum, and will advise the Hiring Party prior to allowing access.
  - 1.2.6 Whilst The Company shall use reasonable endeavours to provide the Event Services, The Company shall not be liable, whether in contract, tort or otherwise, for any failure, in whole or in part, to provide the Event Services, or for any delay in or interruption of the provision of the Event Services, in each case due to any circumstance which is beyond The Company's reasonable control and consequently, the Hiring Party should ensure that it obtains cancellation/delay insurance in accordance with condition 13.4 below to cover such eventuality and shall,

pursuant to condition 14 below indemnify The Company on demand in respect of any costs claims or damages suffered by The Company as a result of any third party claims arising from such cancellation or delay or interruption; and

- 1.2.7 No refund, in whole or in part, shall be due in respect of such a failure, delay or interruption.
- 1.2.8 All fees referred to in this agreement are expressed to be exclusive of VAT which shall be payable in addition on presentation of a valid VAT invoice

## 2 THE COMPANY'S OBLIGATIONS

- 2.1 The Company shall:
  - 2.1.1 use reasonable endeavours to procure the provision to the Hiring Party of the Event Services.
- 2.2 For the avoidance of doubt, The Company shall not:
  - 2.2.1 provide any services to the Hiring Party beyond the Event Services;
  - 2.2.2 provide any field of play technicians, transport, accommodation, telecommunications, technology, timing, enhanced medical first aid or security services save to the extent that such services are specified in Schedule 2;
  - 2.2.3 issue any passes allowing vehicular access to the Hiring Party unless this is specifically agreed in advance at The Company's sole discretion.
- 2.3 The Company will permit all persons in possession of Event Tickets to have access to the Venue during the Event Period subject to The Company's standard security checks and
- 2.4 The Company may:
  - 2.4.1 refuse entry and/or remove from the Venue any and all persons (including representatives of the Hiring Party) seeking access to the Venue if such person does not hold a valid pass for the Event;
  - 2.4.2 inspect and/or search any and all persons (including such person's vehicles) who are seeking access to the Venue and may refuse access to the Venue to and/or remove from the Venue any such person if it believes (acting reasonably) that to allow access to such person would compromise any matter of health and safety and/or security at the Venue or would cause The Company to be in breach of the Applicable Laws.

### 3 RIGHTS

#### Multimedia Rights

- 3.1 The Hiring Party shall not exploit the Multimedia Rights and shall procure that no third party shall exploit the Multimedia Rights without The Company's prior written consent in each instance;
- 3.2 If any person within the Hiring Party or any third party wishes to exploit the Multimedia Rights, the Hiring Party shall provide The Company with written details of such intended exploitation and The Company shall be entitled to charge such person in respect of such exploitation in the event that The Company consents to such exploitation in its absolute discretion. Any such charge shall be identified and notified to the Hiring Party on the Cost Proposal Document.
- 3.3 The Hiring Party shall and shall procure that any third party involved in the broadcast, recording or filming of the Event shall comply with all requirements of The Company in relation to such broadcast, recording or filming.

#### Other Rights

- 3.4 For clarity, all merchandising rights and all catering rights for the Venue remain exclusively with The Company. ALL catering (food, beverage and alcohol) inside the Venue or on the premises must be supplied by or arranged by The Company.
- 3.5 Should the Hiring Party fail to appropriately deduct Foreign Entertainers Tax from any payment made in relation to any event being hosted at this The Company Venue, then The Company reserves the right to make such deductions in respect of tax from payments to the Hiring Party as are required by law having regard to the tax residence of the performer(s).

### 4 THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

### 5 CONFIDENTIALITY

- 5.1 In this clause 5, "Confidential Information" means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party (the "Disclosing Party") to another party

(the "Receiving Party") whether before or after the date of this agreement including, without limitation, information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know how, design rights, trade secrets, market opportunities and business affairs

- 5.2 The Receiving Party:
- 5.2.1 may not use Confidential Information for a purpose other than the performance of its obligations under this agreement;
- 5.2.2 may not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or in accordance with clause 5.3; and
- 5.2.3 shall make every effort to prevent the use or disclosure of Confidential Information
- 5.3 Clause 5.2 shall not apply to:
- 5.3.1 any disclosure of information to contractors or consultants of the Hiring Party or The Company or any of their subcontractors or sub-consultants of any tier that is reasonably required by such persons for the performance of any obligations under this agreement or agreements required to be entered into pursuant to this agreement;
- 5.3.2 any disclosure which is required by any law, order of court, Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law
- 5.3.3 any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party;
- 5.3.4 any registration or recording or obtaining of any necessary consent and any property registration required in connection with this Agreement;
- 5.3.5 any disclosure of relevant information by the Parties to their respective professional advisers, directors, members, other officers and employees;
- 5.3.6 any disclosure of information that the Parties have agreed does not contain any commercially sensitive information; and
- 5.3.7 any disclosure for the purpose of the examination and certification of the Hiring Party's or The Company's accounts.
- 5.3.8 The Receiving Party shall ensure that any person to whom Confidential

Information is disclosed (The Recipient) under the terms of this Clause 5.5 are informed of the terms of this Clause 5

- 5.3.8.1 Are obliged by their contracts of employment or service not to disclose the Confidential Information; or
- 5.3.8.2 Enter into legally binding confidentiality agreements on equivalent terms to this Agreement
- 5.4 In the event of disclosure of any Confidential Information to a Recipient, the Receiving Party shall remain liable with respect to any non-compliance by that Recipient with the provisions of this clause 5.
- 5.5 The provisions of this clause 5 shall survive any termination of this agreement.

## **6 HIRING PARTY'S OBLIGATIONS**

- 6.1 The Hiring Party has before the date of this agreement paid The Company the Booking Deposit and will make other relevant payments by the specified deadlines as set out in Schedule 3.
- 6.2 The Hiring Party shall:
  - 6.2.1 only use the Hired Area within the Venue for the purpose of holding the Event with a suitable queuing space that will be included in the Hired Area and will be agreed with the Venue management team.
  - 6.2.2 plan, manage and implement all arrangements for the Event (including managing on-site arrangements and liaising with The Company's Venue Operations team) in accordance with best practice and ensuring all personnel and any Associated Party used by the Hiring Party are suitably trained and qualified in their relevant disciplines;
  - 6.2.3 ensure any promotional, publicity, marketing materials or ticket designs for events at Venues within Queen Elizabeth Olympic Park that refer to Queen Elizabeth Olympic Park do so in full and do not use any abbreviation or acronyms;
  - 6.2.4 ensure any promotional publicity, marketing materials press releases or ticket designs:
    - 6.2.4.1 contain the The Company logo and/or The Company information; and
    - 6.2.4.2 follow the The Company Brand Guidelines
    - 6.2.4.3 are approved by The Company prior to printing (such approval not to be unreasonably delayed or withheld)
- 6.2.5 ensure that it does not, nor does it permit any fly posting anywhere at any time. Fly Posters may be removed by Enforcement Officers. Please note that it is an offence to fix anything to street furniture and Enforcement Officers may take action against offenders. Any fines levied upon The Company will be recharged to the Hiring Party
- 6.2.6 issue passes for those persons that reasonably require access to the Venue during the Event Period
- 6.2.7 issue tickets to the attendees of the Event ("The Event Tickets") in a format that adheres to The Company's Ticketing Policy and that are first approved by The Company (such approval not to be unreasonably withheld and delayed); and
- 6.2.8 for Queen Elizabeth Olympic Park venues only, allocate free of charge for each Event 50 tickets to The Company and 50 tickets to the London Legacy Development Corporation for these organisations' business purposes. The location of such allocated tickets shall be advised by the Venue management team. If the full allocation is not taken up by either organisation then the remaining tickets shall be released back to the Hiring Party; and
- 6.2.9 organise and pay for any goods or services beyond the Event Services which are required in order to hold the Event including without prejudice to the foregoing:-
  - 6.2.9.1 any medical, first aid, transport or, accommodation or catering which is required other than for members of the public; note the catering rights as shown in 3.4
  - 6.2.9.2 services of any competitors and any other additional performers or participants required for the Event (and Hiring Party shall, promptly on request from The Company, provide evidence satisfactory to The Company of such procurement);
  - 6.2.9.3 the services of a production and technical crew in sufficient numbers to manage and run the production of the Event in accordance with any reasonable guidelines provided by The Company and the requirements of this agreement;
  - 6.2.9.4 if any flooring at the hired Area is unavailable or unsuitable, a suitable stage (including any set or scenery) subject to The Company's absolute discretion;

- 6.2.9.5 sound, lighting, video and other equipment including any scaffolding for the lighting, sound and camera towers and power cables other than basic in-house systems provided; all additions to stage or event infrastructure must be safety checked and authorised by The Company or its designated representative;
- 6.2.9.6 additional barriers required to protect sound or mixer control areas, any stage, the participants and any other barriers reasonably required by The Company;
- 6.2.9.7 barriers and/or fencing as required by The Company to separate different areas within the Hired Area together with any additional, hand held or other security equipment required for the Event;
- 6.2.9.8 computers, cables, desks and all other equipment required for the Hiring Party's temporary production and administrative offices;
- 6.2.9.9 marquees or other portable structures for external use only which are required for backstage facilities and which are approved by The Company in advance;
- 6.2.9.10 catering facilities for the Hiring Party;
- 6.2.9.11 security and stewarding staff for the Event including public, backstage areas, VIP's, performers which must be obtained through a nominated security service provider approved in advance by The Company.
- 6.2.10 procure that the Event is conducted in accordance with any and all method statements, risk assessments, health and safety guidelines and operational guidelines specified by The Company;
- 6.2.11 procure that the Event complies with all relevant Applicable Laws;
- 6.2.12 procure that suitably qualified medical and first aid practitioners are available on site to deal with any injuries or other medical issues which may arise as a result of the Event in relation to Event participants and their coaching and management teams;
- 6.2.13 procure that no aspect of the Event shall:
- 6.2.13.1 endanger any person in any way;
- 6.2.13.2 bring The Company into disrepute
- 6.2.13.3 damage the reputation of The Company and/or the Venue
- 6.2.13.4 be detrimental to The Company in any way
- 6.2.13.5 expose The Company to any civil or criminal liability;
- 6.2.13.6 be obscene, immoral, or offend against normal standards of decency in the reasonable opinion of The Company;
- 6.2.13.7 have noise levels that exceed the MNL limit as set by the Licensing Authority as advised to the Hiring Party. If exceeded, a penalty will be charged to the Hiring Party the level of which will be based on the expected fine to The Company by the Licensing Authority, whether or not such a fine is imposed on The Company.
- 6.3 Procure that any equipment which it brings into the Venue is:
- 6.3.1 in a serviceable condition, safe to use and meets the requirements of the Electricity at Work Act 1989; and
- 6.3.2 tested in accordance with the HSE guidance entitled "Maintaining Portable and Transportable Electrical Equipment" as amended from time to time;
- 6.4 maintain a record of the testing of any equipment which belongs to the Venue and make this available to The Company or any other party reasonably required by The Company on request;
- 6.5 endeavour to notify The Company in advance of any interviews, photographic or video shoots of or about the Event or Venue; and
- 6.6 procure that no party attending the Event issues any press releases associated with the Event without the prior written consent of The Company; and
- 6.7 submit to The Company no later than 14 days prior to the Event Period, a list of all persons who require access to the Venue during the Event Period, ensure that, if required by The Company such parties attend an induction for the Venue and ensure that any passes issued by The Company are displayed clearly at all times by such persons while in the Venue.
- 6.8 obtain the Necessary Consents provided that in all cases prior to applying for any consent (including any planning application) the Hiring Party shall obtain The Company's prior approval, of the same (such approval not to be unreasonably withheld or delayed);
- 6.9 pay interest (if any amounts payable by the Hiring Party to The Company shall not be paid within fourteen (14) days of the date of demand or other due date) thereon at four per centum

- per annum above the base rate of Lloyds TSB Bank PLC calculated on a day-to-day basis from the date on which the same became due and payable down to the date of payment (but without prejudice to any other rights or remedies of The Company).
- 6.10 provide The Company with any information relating to the Hired Area which The Company reasonably requires in order to satisfy itself that the Hiring Party has complied with its obligations under this agreement or reasonably sought by The Company to enable it to comply with its own obligations under this agreement;
- 6.11 comply with the requirements of the Foreign Entertainers Tax Regime and provide a declaration as to how this will be administered, providing copies of relevant forms or certificates as necessary.
- 6.12 when this agreement is determined, return any access passes or the like to the Hired Area in its possession and/or control to The Company and to vacate the Hired Area leaving the Hired Area in the condition required under in this agreement;
- 6.13 at all times, comply with:
- 6.13.1 The Company's security policy (as may be amended from time to time);
- 6.13.2 The Company's health and safety policy (as may be amended from time to time);
- 6.13.3 The Company's environmental management, sustainability (including the Sustainability Sourcing Code), accessibility and inclusivity policies;
- 6.13.4 The Company's conditions of use
- 6.13.5 The Company's reasonable instructions
- all of which will be provided to the Hiring party upon request; and
- 6.13.6 The Company Requirements, as reasonably required by The Company in respect of the Event and the Hiring Party's use of the Hired Area, the Venue and Queen Elizabeth Olympic Park where relevant;
- 6.14 The Hiring Party shall
- 6.14.1 provide a comprehensive written sustainability plan for the Event which meets the requirements of The Company's sustainability policy at least three month's prior to the first date of the Event Period
- 6.14.2 remedy any breach of any of its obligations under this agreement within a reasonable period of being called upon to do so by notice from The Company or sooner if urgent action is required, and if the Hiring Party does not comply with that notice, The Company shall have the right to remedy the breach itself and to recover the cost of so doing as a debt from the Hiring Party including step in rights
- 6.14.3 if applicable, comply with all the provisions and requirements of all Enactments relating to town and country planning from time to time in force and of any planning permissions relating to the Venue and the Hired Area which have been implemented and shall not commit any breach of planning control; and
- 6.14.4 ensure that the Bump In is started and completed during the Bump In Period and ensure that Bump Out is started and completed during the Bump Out Period;
- 6.14.5 procure that each person employed by or working for the Hiring Party complies with this agreement as if such person was the Hiring Party;
- 6.14.6 appoint a suitably competent and qualified member of staff to have specific responsibility for health and safety and shall notify The Company in writing as to the member of staff so appointed following their appointment and in any case at least 14 days prior to the first Bump In date, and any subsequent replacement;
- 6.15 The Hiring Party shall not:
- 6.15.1 use or access any part of the Venue other than the Hired Area (other than the Venue's communal or common areas);
- 6.15.2 permit any alteration or addition (temporary or otherwise) to the Venue or any part of it provided that the Hiring Party may install such overlay branding as previously notified to The Company and to which The Company has provided its prior written consent, such consent to be at The Company's absolute discretion; or
- 6.15.3 assign, novate or share the benefit of this Agreement or the rights, interest and benefit under it.
- 6.15.4 not to use the Venue or the Hired Area in such a way as to breach any Enactment affecting the Venue or Hired Area;
- 6.15.5 do anything in or on the Hired Area which causes any actionable nuisance, damage, disturbance or injury to The Company or to the owners and occupiers of any other



property in the Venue or Queen Elizabeth Olympic Park where relevant or land adjoining or neighbouring the Venue or Queen Elizabeth Olympic Park where relevant

- 6.16 The Hiring Party shall be entitled to the use of utility services at the Hired Area during the Event Period subject to:
- 6.16.1 payment of charges for any consumption of energy / utilities not included in the Event Services as identified in the Cost Proposal Document;
- 6.16.2 connection to the relevant Service Media at the Hiring Party's sole cost, the form of such connection to be subject to prior approval by The Company and to be arranged by the Hiring Party through The Company with the relevant service provider; and maximum consumption limits.
- 6.16.3
- 6.17 Any assembly, construction or erection of any structures within the Hired Area by the Hiring Party (including the construction of any flooring, set, towers and marquees) shall be subject to The Company's prior written approval in each instance and may be subject to a structural inspection. The cost of such inspection will be covered by The Company with no cost incurred by the Hiring Party.
- 6.18 The Hiring Party shall pay The Company for any costs incurred for the supply of additional levels of stewarding and/or security and/or police deemed necessary by The Company, the Licensing Authority and/or any public authority.
- 6.19 The Company operates a no-smoking policy in all areas. The Hiring Party, its employees, visitors and guests are not allowed to smoke within the Hired Area. Any fine imposed on The Company by the Environmental Health or other relevant authorities as a result of people smoking during the Event Period will be passed onto the Hiring Party and will be a debt due from the Hiring Party.
- 6.20 The Hiring Party shall not permit the maximum capacity of the Venue to be exceeded.

## 7 HIRING PARTY'S OPERATIONS

- 7.1 The Hiring Party hereby appoints

(the "Hiring Party Representative") to be responsible for overseeing the Hiring Party's obligations under this agreement and to act as a direct point of contact with The Company, whose direct point of contact shall be

.....  
(the "The Company Representative"). The Hiring Party shall use reasonable endeavours to maintain the continuity of the identity of its Hiring Party Representative and will notify the The Company Representative without delay in the event that its Hiring Party Representative is removed or replaced (and shall provide The Company with contact details of its new Hiring Party Representative) or of any change to its Hiring Party Representative's contact details

- 7.2 The Company retains the right both prior to and during the staging of the Event to review, modify and direct the Hiring Party's daily programming of operation at the Hired Area including the requirement for a member of the Hiring Party's team or staff to be removed from the premises or from working on the Event preparation or delivery, for the purposes of maintaining safety at the Hired Area (and Queen Elizabeth Olympic Park where relevant) and to accommodate any of The Company's operational requirements that may impact upon the operating or events at the Hired Area.

- 7.3 The Hiring Party acknowledges that a fundamental requirement for The Company is for a safe and secure environment for all spectators and other persons in the Venue (and Queen Elizabeth Olympic Park where relevant). In order to ensure such requirement is met, all of the Hiring Party's overlay and operational plans must be submitted to and approved by The Company in writing at least 28 days before the Event. In designing the emergency evacuation plans, the Hiring Party must integrate such plans with The Company's policies and procedures, including the Company emergency evacuation plans.

- 7.4 The Hiring Party's operational plans must not exceed capacity as agreed by the licensing authority and / or the Event maximum as agreed with the The Company Representative, and as

provided for on the cost proposal document including an allowance for "walk up" customers. The Hiring Party shall provide the Event Safety Officer or the Company Representative evidence of numbers of tickets sold for the Event both 28 days prior to the first Event Date and on the first day of the Event.

- 7.5 The Hiring Party acknowledges the requirement for flexibility in its daily operational planning and programming. The Company may at any time require the Hiring Party to modify its operational plans at the Hired Area in order to maintain the safe movement of spectators and other persons and protect the integrity of the Venue (and Queen Elizabeth Olympic Park where relevant).
- 7.6 The Company shall review the Hiring Party's proposed schedule of operations and shall, as soon as reasonably practicable, respond to the Hiring Party stating whether or not it requires any amendments to such operations. Any amendments shall be confined to those The Company reasonably considers necessary.
- 7.7 The Hiring Party shall not modify the amended schedule of operations without the prior written consent of The Company (such consent not to be unreasonably withheld or refused, provided that the parties acknowledge that it shall be reasonable for The Company to refuse its consent where it reasonably considers necessary for safety or other operational reasons)
- 7.8 If at any time during the Event Period The Company is not satisfied with the Hiring Party Representative for any reason, if required by The Company the Hiring Party shall arrange for its Hiring Party Representative to be replaced by a person of comparable experience, suitability and competence (where practicable) and approved by The Company (acting reasonably).
- 7.9 The Hiring Party shall notify The Company of any changes to the planned programme of the Event(s) as soon as reasonably practicable to ensure Venue staff are fully up to date on Event details.

## **8 START AND END TIMES**

- 8.1 The Hiring Party shall ensure that all production activity and preparation for

the Event shall be complete no later than ninety minutes prior to the Doors Open Time so that the Hiring Party may carry out staff briefings and Venue checks.

- 8.2 The entrances to the Hired Area shall be opened at the Doors Open Time. The Event shall start no earlier than the Start Time and shall finish no later than the End Time; an overrun fee will be payable per 15 minutes (or part thereof) that the Event continues past the End Time. The level of fee is identified on the Cost Proposal Document.
- 8.3 Notwithstanding clause 8.2 above, the parties acknowledge that:-
- 8.3.1 The Doors Open Time, the Start Time and the End Time may be varied if the Venue manager and the Hiring Party so agree (provided that if the parties are unable to agree on any aspect thereof, The Company's decision shall prevail in each instance). In such cases, the times prescribed by the Venue managers shall prevail and the Doors Open Time, the Start Time and the End Time (as applicable) shall be deemed to be varied accordingly;
- 8.3.2 The Company shall be entitled to change the Doors Open Time, the Start Time, the End Time, the Bump In Period and the Bump Out Period:-
- 8.3.2.1 Where required or requested by the local authority and/or emergency services;
- 8.3.2.2 Where necessary due to health and safety requirements; or
- 8.3.2.3 If it is necessary to do so in its reasonable opinion.

## **9 PERFORMING RIGHT SOCIETY AND PHONOGRAPHIC PERFORMANCE**

- 9.1 Where the Hiring Party is a music event promoter or producer, the Hiring Party shall, at its own cost, obtain a licence from: a) Performing Rights Society Limited in respect of the public performance of musical compositions at the Event; and b) any other legally required licensing body. The Hiring Party shall comply with (and bear all costs associated with) the terms of such licences and licensing bodies.
- 9.2 If the Hiring Party is not a musical promoter or producer, then the Hiring Party shall provide to The Company details of planned music performances (live and recorded) and

The Company shall calculate the fee(s) due according to the relevant PRS tariffs and shall invoice the Hiring Party the same.

- 9.3 If the Hiring Party wishes to publicly perform any pre-recorded material during the Event (including the use of pre-recorded backing tracks), then provided that the The Company Venue holds a PPL licence for the use that the Hiring Party has planned for the pre-recorded music the Event shall be licensed through The Company's PPL licence, provided that always if any subsequent charge is levied against The Company by the relevant authority the Hiring Party shall reimburse The Company accordingly upon receipt of invoice. If the Venue does not hold such a PPL licence or the planned use differs from the licence parameters, the Hiring Party shall obtain and pay for a licence from Phonographic Performance Limited and the Hiring Party shall comply with all terms of such a licence.

#### 10 LICENSING AUTHORITY

- 10.1 The Hiring Party shall provide The Company with all information and documentation required by the Licensing Authority and/or The Company in relation to the Event no later than the date specified by The Company and the Hiring Party shall otherwise comply with the reasonable directions of The Company in relation to any application to the Licensing Authority for the Event
- 10.2 If the Licensing Authority:-
- 10.2.1 refuses to approve the staging of the Event; or
- 10.2.2 withdraws any prior approval to stage the Event or withdraws any relevant premises licence, Venue licence in respect of the Event,

then The Company and the Hiring Party shall discuss steps required to be taken (including any appeal) provided that if the parties are unable to agree on any aspect thereof The Company's decision shall prevail in each instance

- 10.3 If pursuant to clause 10.2 above it is determined by The Company in consultation with the Hiring Party that the Event cannot be staged at the Hired Area then:-
- 10.3.1 subject to clause 10.4, The Company shall refund to the Hiring Party any

part of the Event Fee which has, as at the date of such termination, already been paid to The Company by the Hiring Party, less the reasonable costs of making the application to the Licensing Authority (and any appeal thereto) and any other costs incurred by The Company in connection with the Event; and

- 10.3.2 this agreement shall automatically terminate.
- 10.4 The Company shall retain any part of the Event Fee previously paid as minimum liquidated damages if the failure to obtain the Licensing Authority's approval of the Event is due to the act, delay, omission or breach of this agreement by the Hiring Party. In addition, in such event the Hiring Party shall be deemed to be in material breach of this agreement.

#### 11 TRANSPORTATION

Where the Event is held outside normal transport hours or where the Licensing Authority may require that The Company provide transport and transportation facilities and take transport management measures in respect of the Event, subject to delivery of an appropriate invoice from The Company to the Hiring Party, the Hiring Party shall promptly (and in any event no later than ten (10) working days prior to the Event) reimburse The Company the full cost incurred by The Company in providing such transport and facilities and taking such measures

#### 12 VENUE DAMAGE

- 12.1 Prior to the Bump In date, a photographic record of damaged areas (if any) shall be provided to the Hiring Party as pre-existing damage and therefore not being damage that is able to give rise to liability under this clause 12, save for any deterioration or further damage to those areas.
- 12.2 The Hiring Party shall not cause and shall prevent any damage to the Venue and any fixtures, fittings, decorations, furnishings, content and/or equipment within the Venue. If the Hiring Party becomes aware of any damage to the Venue or any of the foregoing, the Hiring Party shall notify The Company in writing as soon as reasonably practicable
- 12.3 The Hiring Party shall make good any damage caused to the Venue by the

Event immediately to The Company's reasonable satisfaction

- 12.4 If the Hiring Party fails to perform its obligations under this Clause 12 then The Company shall be entitled to (i) clean and repair the Venue to a condition comparable to its condition prior to commencement of the Event; and (ii) make good any physical damage to the Venue caused in relation to the staging of the Event and the Hiring Party shall pay to The Company on demand the reasonable and proper cost incurred by The Company in doing so. The Company reserves the right to make deductions from the Security Deposit paid to The Company in respect of any such costs incurred and the Hiring Party shall pay any balance remaining on demand.
- 12.5 The Company reserves the right to inspect and test any equipment that the Hiring Party intends to bring onto the Venue or uses at the Venue and if The Company (acting reasonably) deems that such equipment is not safe or appropriate for use in the Venue then the Hiring Party shall immediately remove such equipment from the Venue and make good any damage caused to the Venue by the equipment or such removal to The Company's reasonable satisfaction.

### 13 INSURANCE

- 13.1 The Hiring Party shall throughout the Bump In dates, Event Period and Bump Out dates effect and maintain for itself and for its contractors which are connected with providing the Event (or procure such contractors to effect and maintain) such insurances in respect of the Event as may be required by all Applicable Laws and shall in addition effect and maintain appropriate third party and public liability insurance with reputable insurers in each case, with no onerous exclusions with regard to damage, in a sum of not less than £10,000,000 in respect of each and every occurrence. Each of the insurance policies shall contain a waiver of subrogation rights. The Hiring Party shall produce to The Company upon request a copy of a broker's letter of undertaking providing evidence that such insurance is in place. The Company's receipt or acceptance of any such letter shall not relieve the Hiring Party from its

obligations. For clarity this is a minimum insurance requirement and not a limit of the Hiring Party's liability.

- 13.2 The Company shall, in respect of its own liability arising from its, its officers and employees acts or omissions, for heads of loss for which it accepts liability under these terms and conditions for the duration of the Event Period effect and maintain appropriate occupiers, third party and public liability insurance with reputable insurers in a sum of not less than £10,000,000 in respect of each and every claim.
- 13.3 The Hiring Party shall inform The Company in writing immediately on becoming aware of any accident or other event which The Company is required to notify to its insurers providing such information as The Company shall require. The Hiring Party shall provide such ongoing assistance in dealing with any such claim as The Company shall require.
- 13.4 In consequence of the exclusions and limitations of The Company's liability contained in these terms and conditions, The Company requires the Hiring Party to have in place an insurance policy which shall cover and which shall enable it to claim for any losses, including but not limited to, irrecoverable expenses (including wasted travel and accommodation costs), ticket sale refunds, promotional fees and/or sponsorship, payments in relation to contractual obligations to its suppliers, performers, relocation fees costs of dealing with complaints queries, publicity and re-bookings of alternative venues, should a delay cancellation or postponement of the Event occur, for whatever reason. The Hiring Party shall produce to The Company upon request a copy of a broker's letter of undertaking providing evidence that such insurance is in place. The Company's receipt or acceptance of any such letter shall not relieve the Hiring Party from its obligations.

### 14 INDEMNITIES

- 14.1 The Hiring Party shall indemnify and keep indemnified The Company on a full indemnity basis against all liabilities, costs, expenses, damages and losses (including all interest, penalties and properly incurred legal

- and other professional costs and expenses) suffered or incurred by The Company arising out of or in connection with the non-performance and observation of the Hiring Party's obligations under this Agreement.
- 14.2 Specifically the Hiring Party shall indemnify The Company on an after tax basis against any liability (including liabilities to account for tax, interest and penalties on unpaid tax, and reasonable costs incurred (including management time) arising from claims made by Her Majesty's Revenue and Customs or any other tax authority in respect of non-compliance with the Foreign Entertainers Tax Regime or any similar provision, which it claims results from The Company acting on reliance on incorrect information provided to it or to the UK tax authorities by the Hiring Party or following the non-provision of material information to it or the UK tax authorities, by the Hiring Party.
- 14.3 The Company shall not be liable, whether in contract tort or otherwise howsoever, for losses or liabilities arising in relation to the delay or cancellation of the Event or the withdrawal of or the unavailability of the Hired Area and the Hiring Party shall indemnify The Company in respect of any liabilities, costs, expenses, damages and losses incurred by The Company as a result of any such delay or cancellation.
- 15 EXCLUSION OF LIABILITIES**
- 15.1 To the extent permitted by law, The Company will not accept any responsibility for and will not be liable for, any loss, theft or damage to any equipment which the Hiring Party may bring onto the Venue, howsoever arising save for loss or damage caused by the negligence of The Company, and notwithstanding that The Company may provide the Hiring Party with a lockable space for such equipment.
- 16 LIMITATION OF LIABILITY**
- 16.1 The Hiring Party shall perform its obligations under this Agreement in such a manner as not to put The Company in breach of its obligations to any third parties and shall be responsible for any liabilities incurred by The Company as a result of such breaches.
- 16.2 Nothing in this Agreement shall exclude or restrict either Party's liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from the negligence of that Party or of its employees while acting in the course of their employment or for any other liability which cannot be excluded by law.
- 16.3 The Company shall have no liability towards the Hiring Party, its contractors, employees, guests or visitors in contract, tort (including without limitation negligence) or for misrepresentation or breach of statutory duty, or otherwise in respect of:-
- 16.3.1 any loss or damage caused by the use of The Company equipment or facilities, save for loss or damage caused by the negligence of The Company notwithstanding any checks or inspections that may have been carried out;
- 16.3.2 any loss (including but not limited to loss of profit, goodwill, revenue or opportunity) or damage which the Hiring Party might suffer as a result of the advice or information provided by any of The Company's representatives in relation to the Event; or
- 16.3.3 any indirect or consequential loss (even if any such loss was reasonably foreseeable) including but not limited to loss of profit, loss of goodwill, loss of opportunity and damage to reputation).
- 16.4 Nothing in this agreement constitutes or shall constitute a representation or warranty by The Company that the Venue and or the Hired Area may lawfully be used for any purpose required by the Hiring Party or that the Hiring Party's utility consumption requirements will be met by the Service Media within the Venue and/or Queen Elizabeth Olympic Park where relevant.
- 16.5 Subject to the provisions of condition 16.2, the maximum liability of The Company its officers employees or agents arising from the Event, shall, whether arising in contract tort, or breach of statutory duty, be limited to the amount of the Event Fee as stated in the Particulars.

## 17 DISPUTES

### Negotiation

17.1 In the event of any dispute or difference between The Company and the Hiring Party arising out of or in connection with this agreement whether before or after repudiation or termination of this agreement (a "Dispute") the Parties shall first seek settlement of the Dispute by referring it to the persons listed in clause 0 hereof for resolution. If the Dispute cannot be resolved to the satisfaction of both Parties within seven (7) Working Days of such referral the Dispute shall be referred by notice in writing to a Company Director of each Party who shall discuss the issue and/or meet and endeavour to resolve the Dispute by negotiation.

### Expert Determination

17.2 Where any Dispute is not so resolved within seven (7) Working Days of the notice referred to in clause 17.1, either Party may serve a written notice (a "Determination Notice") on the other Party of its intention to refer a Dispute to an independent person (the "Expert") for determination. The Expert shall act as an expert and not as an arbitrator and shall state his decision in writing and give notice of the same to each Party within a period of ten (10) Working Days from the date of service of the Determination Notice. The Expert shall be appointed by agreement between the Parties or (if within two (2) Working Days after service of the Determination Notice the Parties have been unable to agree) shall be selected by the Chairman of the Centre of Effective Dispute Resolution Limited on the request of either Party.

17.3 The Expert's decision shall be final and binding unless and until the Dispute is resolved by agreement, and the Parties shall give effect forthwith to the Expert's decision unless and until the decision is revised by legal proceedings or resolved by agreement.

### Performance to Continue During Dispute

17.4 Unless this agreement has already been terminated, the Parties shall continue to perform their obligations in accordance with the Licence regardless of the nature of the Dispute

and notwithstanding the referral of the Dispute for resolution pursuant to this clause 17.

## 18 TERMINATION FOR CAUSE

18.1 The Company may terminate this agreement with immediate effect by written notice to the Hiring Party on, or at any time after any breach of any of the Hiring Party's obligations including but not limited those contained in clause 6 which (where the same shall be capable of remedy) the Hiring Party has failed to remedy within a reasonable period of being required so to do.

18.2 The Company may terminate this agreement with immediate effect by written notice to the Hiring Party on, or at any time after the occurrence of a Hiring Party Insolvency Event.

18.3 Termination is without prejudice to the rights of either Party in connection with any antecedent breach of or other obligation subsisting under this agreement

## 19 TERMINATION

19.1 The Company may terminate this Agreement with immediate effect by written notice to the Hiring Party at any time (but providing as much notice as is reasonably possible) if in The Company's reasonable opinion the Venue is not safe to hold the Event (either as a result of damage caused to the Venue during the Event or otherwise) or if holding the Event will present a health and safety risk to any party or the nature of the Event would or may contravene any statute, order regulation, rule of law or any requirement including that of any Public or Local Authority police or security services.

19.2 The Company may terminate this agreement (providing such notice as is reasonably practicable) where required to do so by the owner of the Venue. The Company shall in such circumstances promptly return any Deposit or Hire Fees paid by the Hiring Party to The Company (which shall be the total liability of The Company arising from such cancellation).

19.3 The Company may terminate this Agreement by written notice of not less than one month to the Hiring Party if for reasons outside of The Company's control holding the Event

will cause The Company a material operational issue. The Company shall in such circumstances promptly return any Deposit or Hire Fees paid by the Hiring Party (which shall be the total liability of The Company arising from such cancellation). provided always that the material operational issue has not in any way been caused by or resulted from the nature of, or the arrangements for, the Event

19.4 Save as otherwise provided The Company shall accept no liability whatsoever in relation to the termination of this Agreement in accordance with the terms of this Clause 19

19.5 Termination is without prejudice to the rights or remedies of either Party from this agreement that are subsisting as at termination.

19.6 The Company hereby expressly excludes to the greatest extent permitted liability of its officers, directors, employees, representatives, contractors, licensees and designees from any liability to the Hiring Party whether arising in contract tort breach of statutory duty or otherwise for any loss, damage, expense, cost or other liability whatsoever incurred or claimed to be incurred by the Hiring Party, or its officers, directors, shareholders, employees, representatives, contractors, licensees or designees in connection with a termination pursuant to this clause 19.

19.7 The Hiring Party may cancel the booking of the Event but The Company shall only issue a refund where it becomes due in accordance with the strict application of the policy set out in Schedule 3 of this Agreement.

## **20 FORCE MAJEURE**

20.1 In this clause force majeure means any event or circumstances beyond the control of the parties including but not limited to riot, civil commotion, national emergency, prohibition, governmental regulation, flood, fire or war. In relation to Queen Elizabeth LOCOG Park Venue(s) only, such an event shall include a British Royal Death

20.2 Neither party shall be responsible for failure to carry out any of its duties under this agreement to the extent to

which this is caused by force majeure provided that the affected party:

20.2.1 has taken all reasonable steps to prevent and avoid the force majeure;

20.2.2 carries out its duties to the best level reasonably achievable in the circumstances of force majeure

20.2.3 takes all reasonable steps to overcome and mitigate the effects of the force majeure;

20.2.3.1 as soon as reasonably practicable including actively managing any problems caused or contributed to by third parties and liaising with them;

20.2.3.2 on becoming aware of the force majeure promptly informs the other in writing that:

20.2.3.2.1 something has happened which is a force majeure, giving details of the force majeure, together with a reasonable estimate of the period during which the force majeure will continue;

20.2.3.2.2 within seven (7) days of becoming aware of the force majeure provides written confirmation and reasonable evidence of the force majeure; and

20.2.3.2.3 tells the other when the force majeure has stopped

20.3 For clarity in such an event the Hiring Party shall be fully responsible for liaising with and dealing with the performers, competitors or other participants of the Event and any Associated Parties.

## **21 WAIVER**

21.1 If The Company fails at any time while these Terms are in force to insist that the Hiring Party performs any of its obligations under these Terms or if The Company does not exercise any of its rights or remedies under these Terms that will not mean that The Company has waived such rights or remedies and will not mean that the Hiring Party does not have to comply with those obligations.

21.2 If The Company does waive a default by the Hiring Party that shall not mean that The Company will automatically waive any subsequent default by the Hiring Party. No waiver by The Company of any of these Terms shall be effective unless The Company expressly says that it is a waiver and The Company tells the Hiring Party so



in writing.

1925 as amended by the Recorded Delivery Service Act 1962 shall apply to the service of all such notices

**22 SEVERANCE**

If any court or competent authority decides that any of the provisions of these Terms are invalid unlawful or unenforceable to any extent, the term will to that extent only, be severed from the remaining terms which will continue to be valid to the fullest extent permitted by law

**23 NOTICES**

All notices to be given under this Agreement shall be in writing and section 196 of the Law of Property Act

**24 LAW**

This Agreement shall be governed by and construed in accordance with English Law including in relation to non contractual disputes and we both agree to the non-exclusive jurisdiction of the English courts



# SCHEDULE 1

## THE SITE PLAN

Maximum Capacity for this Event ..... 6000

# SCHEDULE 2

## EVENT SERVICES

- 1a) **The Event Services** provided **inclusive** in the costs quoted are those set out on Page 1 of the Cost Proposal Document
- 1b) Additional **Event Services** that have been agreed as being include in the cost since the Cost Proposal Document was issued:

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2a) **Additional Event Services** that have been requested and that will be provided for the payment of an **extra cost** are those quoted on page 2 of the Cost Proposal Document

2b) **Additional Event Services** that are **chargeable** that have been agreed since the Cost Proposal Document was issued and are extra to the costs issued in the Cost Proposal Document:

# SCHEDULE 3

## PAYMENT SCHEDULES

ITEM	AMOUNT	PAYABLE BY	CONDITIONS
BOOKING DEPOSIT	50% of total Event Fee	Upon booking	Non refundable
EVENT FEE	Remaining 50% of Event Fee <b>plus</b> any extras as agreed and identified between the parties	At least 6 calendar months prior to the Licence Period commencement date (first bump-in date)	Non refundable if cancelled less than 6 calendar months before first bump-in date.
SECURITY DEPOSIT	10% of the Event Fee	4 weeks prior to the Licence Period commences (first bump-in date)	Refundable within 4 weeks after the Licence Period ends (last bump-out date) unless Clause 4 provisions need to be invoked.

Where booking is made less than 6 months prior to first bump in date, Event Fee is payable in full at the time the booking is confirmed and shall be non-refundable in the event of cancellation.

I have read, understood and agree to the terms and conditions set out above.

Signed by   
(Director 1)

for & on behalf of Volleyball England  
(enter Hiring Party's name)

Print Name 

Date 31/07/15

Signed by   
(Director 2)

for & on behalf of Volleyball England  
(enter Hiring Party's name)

Print Name 

Date 11/08/15

## FOI 16115 – SCHEDULE OF REDACTIONS

Location	Agreement	Page	Exemption	Description
Annex A	London Lions Basketball UK Ltd	1	s.40(2) – personal information	Name
Annex A	London Lions Basketball UK Ltd	1	s.40(2) – personal information	Mobile number
Annex A	London Lions Basketball UK Ltd	2	s.43(2) – commercial interests	Fee per session
Annex A	London Lions Basketball UK Ltd	2	s.43(2) – commercial interests	Net fee
Annex A	London Lions Basketball UK Ltd	2	s.43(2) – commercial interests	Total fee
Annex A	London Lions Basketball UK Ltd	2	s.40(2) – personal information	Signatures
Annex B	Queensberry Promotions Ltd	2	s.43(2) – commercial interests	Hire fee (excl VAT)
Annex B	Queensberry Promotions Ltd	2	s.43(2) – commercial interests	Hire fee (Incl VAT)
Annex B	Queensberry Promotions Ltd	3	s.43(2) – commercial interests	Insurance liability
Annex B	Queensberry Promotions Ltd	4	s.40(2) – personal information	Names & signatures
Annex B	Queensberry Promotions Ltd	5	s.40(2) – personal information	Name
Annex B	Queensberry Promotions Ltd	6	s.40(2) – personal information	Names
Annex B	Queensberry Promotions Ltd	6	s.43(2) – commercial interests	Day rate
Annex B	Queensberry Promotions Ltd	6	s.43(2) – commercial interests	Total rate (excl VAT)
Annex B	Queensberry Promotions Ltd	6	s.43(2) – commercial interests	Total rate (incl VAT)
Annex B	Queensberry Promotions Ltd	7	s.43(2) – commercial interests	Reduced hire fee
Annex B	Queensberry Promotions Ltd	8	s.40(2) – personal information	Names
Annex C	Volleyball England	1	s.40(2) – personal information	Names
Annex C	Volleyball England	1	s.40(2) – personal information	Mobile number
Annex C	Volleyball England	1	s.40(2) – personal information	Email address
Annex C	Volleyball England	2	s.43(2) – commercial interests	Net fee
Annex C	Volleyball England	2	s.43(2) – commercial interests	Total fee
Annex C	Volleyball England	3	s.40(2) – personal information	Names & Signature
Annex C	Volleyball England	4	s.40(2) – personal information	Names & Signatures
Annex C	Volleyball England	6	s.43(2) – commercial interests	Event Fee
Annex C	Volleyball England	15	s.40(2) – personal information	Names
Annex C	Volleyball England	26	s.40(2) – personal information	Names & Signatures