

DATED

201

**HIRE OF VENUE
TERMS AND CONDITIONS**



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

dated 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) _____, a company incorporated in England and Wales (registered no. _____), whose registered office is at

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

Bump Out Period means

End Time means the Event / show / performance finish time which for this Event shall be

Event means

Event Period means the period from and including

Event Fee means 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.....;

Venue means 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 third party 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
 - 6.16.3 maximum consumption limits.
- 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

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:

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 plus 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
(enter Hiring Party's name)

Print Name.....

Date

Signed by.....
(Director 2)

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

Print Name.....

Date