**The Booking Details**

|  |  |
| --- | --- |
| **Hirer name and contact details** | *[insert name of client, address and telephone]* |
| **Date of hire and hire period** | *[insert date and times from and to when event space is available to client]* |
| **Event details including no. of attendees** | *[type of event, number of guests]* |
| **Fee** | *[include breakdown of costs, dependent on type of event and include a total, with and without vat]* |
| **Deposit** | *[as per the terms below]* |
| **Special conditions** | *[include any additional agreed terms such as whether they are bringing own suppliers, entertainers, whether they will need special access etc]* |

The Booking Details have been agreed and signed by the parties on …………………………………….. 20…..

Signed by …………………………………. …………………………………………….. of Nomadic Events

Signed by ………………………………….. ……………………………………………….. the Hirer

**Standard terms and conditions for the hire of [ ]** (the “Event Space”).

The Booking Details and these standard terms and conditions of hire and documents referred to there in together constitute the entire contract (“Agreement”) between the Hirer and the Company.

1. Application for Hire

1.1. Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application.

1.2. The Hirer must honestly declare and fully represent at the outset the purpose for hiring the Event Space. Any actual or apparent misrepresentation may result in cancellation of the Event by the Company without further liability whatsoever to the Hirer.

1.3. The Event Space is part of a private property, including a private residence. The Company reserves the right to refuse any application for Hire where (in its sole opinion) it deems the Hirer’s purpose for hiring unsuitable or inappropriate.

2. Hirer’s Use of Event Space

2.1. The Hirer shall be responsible for ensuring the Company is fully aware of the nature and details of the Hirer’s proposed use and purpose for hiring the Event Space and shall not use the Event Space for any purpose or activity other than the purpose or activity made known to the Company and specified in the Booking Details.

2.2. If the Event Space is used for any other purpose other than that stated in the Agreement the Company hereby reserves the right to terminate the Agreement with immediate effect, without liability to the Hirer and without prejudice to the Company’s other rights contained in these Standard terms and conditions of Hire.

2.3. In any event the Hirer shall not use the Event Space or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to the Company, or any other occupiers of any neighbouring property.

2.4. The Hirer, its officers, servants, agents and guests must only use those parts of the Event Space, which are specified for use in the Agreement including only those means of access and egress as are sign posted and/or notified to the Hirer at the commencement of the Hire Period.

2.5. The Hirer, its servants, agents and visitors are not permitted access to any other areas of the property not listed in the ‘Areas to be used’ section of the Agreement at any time during the Event (including during set up and dismantling of the Event) unless access to such areas by the Hirer has been confirmed in writing in the Booking Details by the Company.

2.7. The Hirer shall not make any alterations, attachments or additions (“Alterations”) to the layout or appearance of the Event Space or move/remove the Company’s property without the prior consent of the Company.

2.9. Except where the Company is providing staff, the Hirer shall be responsible for providing sufficient staff (“Personnel”) to ensure the efficient planning, co-ordinating and management of the Event preparations and the Event itself to ensure he smooth safe running of the Event (including personnel to install and remove all equipment and furniture (other than that supplied by the Company or Approved Suppliers).

2.10. The Hirer must comply with all requests and instructions issued by the Company with respect to the precise type of entertainment to be provided during the Event. Any specified maximum volume or sound level for music or other entertainment must be strictly adhered to.

2.11. The times stated in the Hire Period on the Booking Details must be strictly adhered to. Failing to adhere to the stipulated times will result in the Company incurring additional costs which shall be payable by the Hirer at the Company’s standard rate.

2.12. The Hirer must ensure that the number of guests at the Event do not exceed the total number of guests stated in the Booking Details. The Hirer’s personnel must be included in the guest head count. If the guest numbers exceed the total number of guests stated to such a degree that the Company (at its sole discretion) regards the Event/Event Space unsafe, guests may be refused entry or another space may be opened at additional cost to the Hirer.

2.15. The Hirer shall report any loss, theft, damages or breakages (including but not limited to damage to the Event Space’s, or surrounding property’s fabric) to the Company immediately upon discovery. The Hirer must make good any damage suffered during the Hire Period (fair wear and tear excepted).

2.16. At the end of the Hire Period the Hirer must remove all the Hirer’s equipment, furniture, personal possessions and anything brought and placed therein by the Hirer and/or its guests. If the Hirer fails to do this the Company shall be entitled to remove the same and shall be at liberty to make an additional charge to the Hirer for so doing.

3. Deposit, Hire Fee, Other Charges and Payment Terms

3.1. The Hire Fee shall be the sum stated on the front of the Booking Details.

3.2. A non-refundable Deposit of [50]% of the stated Hire Fee is required within thirty (30) calendar days of the issue date of the invoice and Booking Details. Payment can be made by cheque or BACS electronic transfer.

3.3 The Company reserves the right to release the Event date if the Company has not received a signed copy of the Booking Details from the Hirer by the stated deadlines.

3.4 Cancellation charges apply if the Hirer cancels the Event Hire booking. Please refer to clause 6.

3.5. The Hirer shall also be responsible for all other charges stated on the front of the Booking Details together with any other additional charges that may subsequently become chargeable to the Hirer under the provisions of the Booking Details.

3.6. The Company shall invoice the Hirer after the Event the balance of all costs owing to the Company and the Hirer shall pay the amount so invoiced within thirty (30) calendar days of the date of invoice by cheque or BACS electronic transfer.

3.7. The Hirer may be asked to pay interest at the rate of 2% per year over the base lending rate from time to time of the Natwest bank on any money due under the Booking Details which remains unpaid from the date when such money becomes due and payable until such time as it shall be paid.

3.8. All charges payable by the Hirer are exclusive of VAT and the Hirer shall additionally pay a sum equal to the prevailing Value Added Tax rate chargeable on the value of the supply of goods and services provided by the Company in accordance with the Booking Details.

4. Hirer’s Suppliers and Deliveries

[4.1. The Hirer is required to use suppliers to provide goods and services for the Event from the Company’s pre-vetted supplier list (“Approved Suppliers”). Where a supplier is not on the pre-vetted list the Hirer may submit a supplier for approval by the Company. The Company may then approve or otherwise such supplier at its own discretion.

4.2. The Hirer shall directly appoint any Approved Supplier. The Company will not accept any liability whatsoever for the performance of goods/services and provides no warranty or guarantee of any nature in relation to the Approved Supplier. Any complaints concerning the goods or services provided by any Approved Supplier must be taken up directly by the Hirer with the Approved Supplier. (Any contract between the Company and the Hirer is strictly limited to the hire of the Event Space).

4.3. The Hirer must ensure he/she is satisfied with the terms and conditions of appointment from the Approved Supplier before confirming their appointment to provide any goods or services to the Hirer.]

4.4. The Hirer is responsible for any items delivered to the Event Space before the Event or left at the Event Space for collection the following day. The Company shall not accept any liability or responsibility for such items. All deliveries and collections must be pre-arranged with the Company.

5. Health, Safety and Security

5.1. While the Event is in progress, the Hirer shall take instructions/directions from the Company concerning health, safety and security matters. 57.2. The Event Space is designated as a ‘no smoking’ area and the Hirer shall use all reasonable endeavours to enforce this policy during the Hire Period.

5.3. The Hirer shall not bring any petrol, petroleum (or similar spirit), illicit or illegal substances on or into the Event Space.

5.4. The Hirer shall be responsible for maintaining the proper order and conduct of all guests attending the Event and shall ensure such persons comply with any instructions they may receive from the Company and generally behave in an appropriate manner. The Company reserves the right to remove any person attending the Event from the Event Space and surrounding premises if in its opinion they are not behaving in an acceptable manner and/or are not complying with the Company’s terms and conditions of access.

6. Cancellation of Booking

6.1. The Company reserves the right to cancel any booking (without any liability to the Hirer) if:

6.1.1. The Hirer does not return the Booking Details duly signed by the appropriate officer of the Hirer within 48 hours of its issue;

6.1.2. The Hirer does not pay the Deposit invoice within thirty (30) days of its issue date.

6.1.3. The Hirer has failed to honestly disclose the purpose of the Event and the Company in its sole discretion deems the real proposed purpose inappropriate;

6.1.4. The Hirer fails to supply any reasonably requested information regarding the Event’s arrangements within a reasonable time following request;

6.1.5. A Force Majeure Event arises;

6.1.6. The Hirer appears to have or has become bankrupt or insolvent.

6.2. If the Hirer cancels the booking after the Agreement has been signed and returned to the Company, the Company reserves the right to charge the Hirer the following cancellation fees:

Cancellation greater than 8 weeks before the Event Date [15]% of the balance owed

Cancellation within 4 to 8 weeks of the Event Date [25]% of the balance owed

Cancellation within 2 to 4 weeks of the Event Date [50]% of the balance owed

Cancellation within 2 weeks of the Event Date Remaining balance owed

6.3. Any termination of the Booking Details shall be without prejudice to any rights or remedies that may have accrued to the Company up to the point of termination.

7. Insurance and Indemnity

7.1. The Hirer shall indemnify and keep indemnified the Company from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Company resulting from a breach of this Agreement by the Hirer including any act, neglect or default of the Hirer its officers, servants, agents or guests and breaches in respect of any matter arising from the Event resulting in any successful claim by any third party.

[7.2. The Hirer shall effect and maintain throughout the Hire Period with one or more reputable insurers, such policy or policies of insurance as are adequate to cover its prospective liabilities in connection with this Agreement. The minimum cover per claim shall in respect of death or personal injury, be unlimited, and in respect of damage to or loss of property be £5 million per claim (in the case of a company or similar entity) or £2 million (in the case of an individual person), unless otherwise agreed in writing with the Company, and be unlimited in aggregate.

7.3. The Hirer shall at the request of the Company provide evidence that valid and suitable insurance policies are in place. Failing to comply with this clause 7 shall amount to a fundamental breach of this Agreement.]

7.4. The Company shall indemnify the Hirer against claims for death and personal injury arising pursuant to performance of this Agreement, arising from the negligence of the Company.

7.5. The Hirer shall not do or permit or suffer to be done anything which might wholly or partly invalidate any insurance maintained by the Company in respect of the Event Space or which might increase the insurance premium for the Company. If the Hirer’s proposed use shall increase any insurance premium payable then the Hirer shall reimburse the Company that additional sum and if the Company’s insurers impose any special terms, the Hirer shall be responsible for any costs relating to any increased risk management, health and safety issues and for any difference in the excess payable.

7.6. The Hirer shall indemnify and keep indemnified the Company from and against all claims, proceedings, actions, damages, legal costs (including but not limited to legal costs and disbursements on a solicitor and client basis), expenses and any other liabilities arising from or incurred by the use of the Hirer, pursuant to performance of this Agreement, of any material which involves any infringement or alleged infringement of the intellectual property rights of any third party.

8. Limitation of Liability

8.1. The Company shall accept any liability (whatsoever or howsoever caused) for the loss of or damage to any property or items placed or left in any part of the Event Space or surrounding property by the Hirer or any person attending the Event, unless the loss or damage is caused by or arises out of the negligence of the Company, its servants or agents.

8.2. In the event of the Event Space or any part thereof being rendered unfit for use for which it has been hired due to circumstances beyond the Company’s reasonable control, the Company shall not be liable to the Hirer for any resulting loss or damage whatsoever.

8.3. Neither the Company shall be liable to the Hirer for consequential loss or damage, loss of revenue, loss of opportunity, loss of contract or loss of goodwill.

9. No Assignment or Sub-Letting

The Hirer shall not assign or sublet in whole or in part any of its benefits or burdens under this Agreement.

10. Variations

No variation to this Agreement or any of its terms shall be effective unless it is made in writing and signed by or on behalf of each party.

11. Delays

Any failure, delay, relaxation or concession by the Company in the exercise of any right or remedy hereunder shall not be construed as a waiver or relinquishment of that right or remedy. A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any future breach. No waiver shall be effective unless communicated in writing.

12. Entire Agreement

The parties agree that this Agreement constitutes the entire agreement with regard to the subject matter herein. This Agreement supersedes all understandings, representations and agreements made between the parties concerning such matters. However, neither party seeks to exclude liability for any fraudulent misrepresentation.

13. Severability

If any requirement of this Agreement is in conflict with the law or public policy such conflicting requirement shall be deemed to be severed from this Agreement and the validity of the remainder will not be affected by such severance.

14. Contracts (Rights of Third Parties) Act 1999

Unless expressly stated otherwise in this Agreement, nothing in this Agreement confers or is intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

15. Relationship of the Parties

Nothing in this Agreement shall constitute a partnership between the parties or appoint either as agent for the other for any purpose whatever and neither shall have authority or power to bind the other or to contract in the name of or create liability against the other in any way or for any purpose.

16. Confidentiality

The parties will keep confidential all information acquired as a result of the arrangements set out in this Agreement. The parties are not permitted to disclose to any third party any such information, except in order to perform this Agreement. Any such disclosure to any third party shall be on a ‘need-to-know’ basis only and the party making such disclosure shall use reasonable endeavours to ensure that the third party keeps the disclosed information confidential. Each party will be responsible for ensuring that all of its staff and contractors adhere to the provisions of this clause.

17. Data Protection

The Company will comply with all relevant data protection legislation. To the extent that the Company acts as the Hirer’s data processor, the Company will ensure that it does not process any personal data other than as instructed by the Hirer and will ensure that it has in place appropriate organisational and technical measures to ensure the integrity and security of and to prevent unauthorised processing of such personal data.

18. Notices

Any notice or other communication which is to be given by either party to the other shall be given by letter or electronic mail. Such letters shall be delivered by hand or sent prepaid by first class post, addressed to the other party and to their registered address prevailing at the time of the communication. If the other party does not acknowledge receipt of any such letter or item of electronic mail, and the relevant letter or electronic mail is not returned as undelivered, the notice or communication shall be deemed to have been given immediately if delivered by hand, three (3) working days after the day on which the letter was posted or on the following business day in normal business hours after the electronic mail was sent.

19. Force Majeure

If either party is prevented from or delayed in the performance of any of its obligations under the Agreement by any event (a “Force Majeure Event”) beyond its reasonable control, including, but not limited to, acts of God, civil commotion, war, earthquake, fire, flood, industrial action, terrorist action, inclement weather or political interference, then it shall notify the other party in writing of the circumstances, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue. If the Force Majeure Event continues for longer than five (5) working days, the party not claiming relief under this clause 19 shall be entitled to terminate the Agreement by giving the other party 5 working days’ written notice.

20. Interpretation

The headings to these terms and conditions shall not affect the interpretation thereof. In this Agreement where the context allows words in the singular shall include the plural and vice versa and the masculine includes the feminine and vice versa. References to any enactment, order, regulation or legislative instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, order, regulation or instrument.

21. Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.