

STANDARD TERMS AND CONDITIONS

1 Definitions

Unless otherwise specified, all defined words and terms in these standard terms and conditions are the same as those set out in the Contract Details.

2 The Event

- 1.1 The Hirer wishes to hold an Event at Japan House in the Designated Event Space. JHL has agreed to grant the Hirer a licence to accommodate the Event and, if required (subject to terms and details being agreed), to provide Event Services.
- 1.2 The Hirer confirms that it has fully and fairly represented the purpose for which the Designated Event Space is required. JHL reserves the right to cancel any event where it reasonably believes that the Hirer has misrepresented the purpose of the Event. If JHL cancels the event due to any misrepresentation by the Hirer, the cancellation charges set out in clause 8 will apply and the Hirer will forfeit any Facility Fee paid up to the date of cancellation.
- 1.3 The Hirer acknowledges and accepts that other events may take place at the same time as the Hirer's Event and the booking of a space at Japan House is not an exclusive booking of the entire Premises.
- 1.4 The Hirer must submit full proposed details of the Event including times, nature, size, any additional Event Services required and all other arrangements at the time of booking.
- 1.5 The JHL Events Team will then liaise with the Hirer to agree full and final details for the Event at least 15 working days before the Event.
- 1.6 If any of the Designated Event Spaces contain works of art, JHL may at its sole discretion place restrictions on the service of food and alcohol in certain spaces to minimise the risk of damage to works of art.
- 1.7 Anything which has been brought to the Premises by the Hirer for the purposes of the Event, with the prior written agreement of JHL, must be removed at the end of the Event. Any items not removed within 3 working days of request by JHL will be disposed of and or destroyed as JHL in its sole discretion deems fit and JHL shall have no liability to the Hirer or any other parties in this regard. Returns to the Hirer at the Hirer's cost.
- 1.8 JHL reserves the right to insist on removal of any object brought onto the Premises by the Hirer which has not been approved by JHL in advance in writing or which, in JHL's reasonable opinion, represents a risk to the Premises or people, or is in any way incompatible with the ethos of Japan House and/ or the character and/or integrity of the Premises.

- 1.9 JHL holds a premises licence (“**Premises Licence**”) for Japan House issued by the Royal Borough of Kensington & Chelsea which permits the sale and service of alcohol and other licensable activities. The Hirer must ensure that it does not do anything, or permit anything to be done on the Premises, which might in any way jeopardise JHL’s premises licence.
- 1.10 Under the Premises Licence, food and soft drinks, including water, must be available at all Events where alcohol is served. Also in keeping with the Premises Licence and general licensing law the Hirer will ensure that Authorised Persons and Guests leave the Premises quietly and in an orderly manner so as not to disturb local residents.
- 1.11 JHL expects everyone working on or visiting Japan House London to treat others with the utmost courtesy and respect. JHL takes instances of discrimination, harassment, bullying or disrespectful behaviour extremely seriously. JHL reserves the right to require the Hirer to remove from the Premises any person whose behaviour is found to fall short of these standards.
- 1.12 The Hirer will at all times observe and comply with all rules, regulations and restrictions imposed by JHL in connection with the use of the Designated Event Space for the Event; and comply with all legislation relating to the use of the Designated Event Space for the Event including any duty to obtain any licence, permission, consent or approval from any person or authority required for such.
- 1.13 JHL reserves the right to enter any part of the Designated Event Space at any time during the Event on the Event Date.

3 Right to Enter

JHL reserves the right for the events manager, the warding staff, or other staff from JHL to enter any part of the Designated Event Space at any time during the Event.

4 Guest List

The number of Guests attending the Event must not exceed the agreed maximum number. JHL reserves the right to delay or deny further entrance to the Event once the maximum number of Guests and Authorised Persons have entered the Premises.

5 Accredited Suppliers

JHL has a list of Accredited Suppliers for the provision of Event Services, including catering, floristry, lighting and AV equipment. The Hirer may only use an Accredited Supplier for any Additional Event Services. Arrangements with Accredited Suppliers will be subject to a separate agreement between the Hirer and the relevant supplier(s)

6 Event Timings

5.1 Japan House's opening hours are 10am – 8pm from Monday to Saturday and 12pm - 6pm on Sundays. Set up for daytime events can commence from 9am onwards and set up for all evening events will commence at 6pm. All events must end by 10.30pm for an 11pm premises closure.

5.1.1 Access to the venue will be allowed as per the contracted hours stated under 'DEFINITIONS & EVENT DETAILS – Event access period'.

5.2 JHL's Premises Licence permits the service of alcohol between the hours of 11am and 10.30pm.

5.3 All Guests must fully depart from the Premises and its surrounds within 30 minutes of the end of the agreed Event End Time. JHL reserves the right to charge an additional Facility Fee of 10% of the venue hire fee, where an Event does not finish at the agreed Event End Time.

6 Exhibitions and the Premises

For fire safety reasons, the maximum number of people permitted at any one time into an Exhibition may be less than the agreed maximum number of guests at the Event. If the Exhibition is at capacity during the Event, further entrance to the Exhibition will be delayed until JHL security staff deem it safe to allow entry.

7 Payment of the Facility Fee

7.1 The Facility Fee for the Event is payable as follows:

7.1.1 30% of the Facility Fee by way of non-refundable Deposit as confirmation of booking; and

7.1.2 70% of the Facility Fee without any set-off must be paid to JHL no later than 7 working days before the Event.

7.2 The entire Facility Fee is payable in full if the Hirer confirms the booking of the Event 15 working days or less before the Event Date.

7.3 In the event that JHL agrees to purchase or supply goods or services from a third party on behalf of the Hirer, the Hirer shall pay JHL a 20% handling charge in addition to the invoiced costs of such goods or services. If the Hirer cancels the Event for any reason any invoiced costs and the handling charges must be paid in full.

8 Cancellation

8.1 JHL may in its sole discretion cancel any booking for an Event by giving the Hirer notice in writing if:

8.1.1 the Hirer becomes insolvent, enters into an arrangement with its

- creditors or enters into administration, liquidation, bankruptcy or receivership or administrative receivership;
- 8.1.2 the Hirer fails to pay the Facility Fee in accordance with clause 7;
 - 8.1.3 the Hirer, in the reasonable opinion of JHL s acts in such a way as to prejudice the reputation of Japan House; or
 - 8.1.4 the Hirer breaches or, in the reasonable opinion of JHL, is expected to breach a material term of this Agreement, including but not limited to circumstances where JHL reasonably believes that the Hirer has misrepresented the purpose of the Event.
- 8.2 If the Hirer cancels any booking prior to the Event Date the Hirer will pay JHL the following sums:
- 8.2.1 more than 90 days before the Event Date: 30% of the Facility Fee;
 - 8.2.2 30 – 90 days before the Event Date: 50% of the Facility Fee;
 - 8.2.3 less than 30 days before the Event Date: 100% of the Facility Fee.

9 VAT

All sums in this Agreement exclude VAT and any VAT at the prevailing rate at the tax point date, if applicable, will be additional and payable by the Hirer.

10 Insurance and Indemnity

- 10.1 The Hirer shall maintain in force at all times all necessary insurance policies (including, but not limited to, public liability insurance to a minimum of £5 million for each and every claim, professional indemnity insurance and employer's liability insurance) with reputable insurance companies to cover all of its relevant potential liabilities in connection with this Agreement and must provide JHL with a copy of its insurance certificate at least 15 working days prior to the Event if requested by JHL.
- 10.2 Subject always to clause 10.3, neither party shall be liable to the other for any indirect or consequential loss, including but not limited to loss of business, profits or goodwill.
- 10.3 Nothing in this Agreement shall limit or exclude either Party's liability for personal injury or death caused by that Party's negligence.
- 10.4 JHL is not liable to the Hirer in contract, tort (including negligence), breach of statutory duty, or otherwise for any indirect or consequential loss arising under or in connection with this Agreement for any of the following losses or damages:

- 10.4.1 loss of business opportunity;
 - 10.4.2 loss of anticipated savings;
 - 10.4.3 loss of goodwill; or
 - 10.4.4 any direct, special, consequential loss or damage howsoever arising.
- 10.5 The entire liability of JHL under or in connection with this Agreement whether for negligence, breach of contract, misrepresentation or otherwise is limited in respect of each event or series of events to the Facility Fee that has been paid to JHL.
- 10.6 The Hirer shall indemnify and keep the JHL indemnified against all claims, demands, costs (including without limitation professional fees), expenses, loss or damage arising out of the acts or omissions, negligence or breach of this Agreement by the Hirer, its employees, agents, licensees, guests or delegates save to the extent that such claim arises as a result of the negligence of the Provider.
- 10.7 Any damage caused by the Hirer, its employees, agents, licensees, guests or delegates to any part of the Designated Event Space will be repaired by the JHL and charged to the Hirer.
- 10.8 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
- 10.8.1 death or personal injury caused by negligence;
 - 10.8.2 fraud or fraudulent misrepresentation; and
 - 10.8.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11 Printed and Digital Materials & Publicity

- 11.1 The Japan House logo may not be used on any printed and digital materials without JHL's prior written consent.
- 11.2 All printed and digital materials, including the invitation to the Event, on which Japan House's name appears, must be submitted for approval to JHL **prior** to print. JHL reserves the right to require the reprint at the Hirer's expense of any written materials on which JHL's name or the Japan House logo appears where prior approval has not been granted. JHL shall have the right to request the Hirer to remove the name of JHL or Japan House logo from any digital

advertisements unless otherwise consented by JHL in writing.

11.3 The Hirer is solely responsible for seeking any necessary permissions relating to any materials belonging to any third party.

11.4 Neither the Event nor ticket sales may be advertised in the media without JHL's prior written approval.

12 Photography & Filming and Press & Media

12.1 Photography and filming are not permitted in Japan House unless specifically agreed in advance in writing with JHL.

12.2 Requests for filming or photography must be submitted in writing to JHL at least 5 working days before the Event and JHL reserves the right in its sole discretion to refuse any request for filming and/ or photography.

12.3 The Hirer must also seek prior written approval from JHL for any formal media announcements.

12.4 The Hirer will use its best endeavours to ensure that any social media coverage, including coverage by Guests, which mentions Japan House will make it clear that there is no collaboration or partnership between Japan House, JHL and the Hirer.

13 Conduct

13.1 The Hirer shall use the Designated Event Space so that it is at all times maintained in a clean, tidy and safe condition.

13.2 The Hirer shall ensure that no person:

13.2.1 fixes anything to the structure or contents of the Designated Event Space;

13.2.2 marks, soils or damages the structure or contents of the Designated Event Space;

13.2.3 paints or constructs any object or structure inside the Designated Event Space; or

13.2.4 leaves anything in, or in any way obstructs an emergency exit or emergency stairwell, or obstructs any notice of an emergency exit.

13.3 The Hirer agrees and undertakes as follows:

13.3.1 to comply with any reasonable request or requirement of the Provider;

13.3.2 to stage the Event in a reputable, lawful and orderly manner having due regard to the importance and sensitivity of the setting and

surroundings of the Designated Event Space;

13.3.3 to use all reasonable endeavours not to do or permit or suffer to be done in the Designated Event Space any act or thing which may be or become a nuisance, damage, annoyance or disturbance to JHL, any licensees of JHL or to the owners or occupiers of any neighbouring property; and

13.3.4 to comply with the terms of this Agreement and ensure that all the Hirer's staff, agents and sub-contractors comply in all respects with the provisions of this Agreement and any instructions or notices from JHL from time to time and to make all reasonable efforts to ensure that any guests or other persons present at the Venue so comply.

14. Termination by JHL for breach or anticipated breach

14.1 If the Hirer, its employees, agents, licensees, guests or delegates or any other person using the Designated Event Space in connection with this Agreement or the staging of the Event breaches or fails to observe or perform any of the terms of this Agreement or if the Hirer fails to secure their observance or performance or becomes insolvent, enters into an agreement with its creditors or enters into administration, liquidation, bankruptcy or receivership or administrative receivership or if it appears to JHL that:

14.1.1 the Hirer intends to use the Designated Event Space for any purposes other than staging the Event; or

14.1.2 the staging of the Event may cause damage to the Designated Event Space or its contents,

JHL shall have the right to terminate this Agreement with immediate effect.

14.2 Upon such termination:

14.2.1 the Hirer, its employees, agents, licensees, guests and delegates shall immediately vacate the Designated Event Space;

14.2.2 JHL shall be entitled to retain all sums paid under this Agreement and the Hirer shall be liable to immediately pay the balance of the Facility Fee or other charges payable under or in connection with this Agreement; and

14.2.3 the Hirer shall have no claims against JHL for any costs, expenses, loss or damage it may sustain or has sustained not for any such costs, expenses, loss, damage or liability it may incur or has incurred as a result of such termination.

15 Confidentiality

15.1 Neither Party shall, unless either party is required by law to disclose such information, either during the period of this Agreement or at any subsequent

time, disclose to any other person any information of a commercial or proprietary nature including, without limitation, this Agreement and the commercial and financial arrangements evidenced by this Agreement ("**Confidential Information**") other than:

- 15.1.1 to that Party's employees, sub-contractors, agents and representatives (and in the case of Patron, to the employees, agents and representatives of any other Group Companies) insofar as is necessary for the performance of its obligations under this Agreement; or
 - 15.1.2 with the prior written consent of the other Party; or
 - 15.1.3 where at the date of this Agreement or at any time after the date of this Agreement such information comes into the public domain other than through a breach of this Agreement; or
 - 15.1.4 where such information comes lawfully into the possession of the Party disclosing the information from a third party.
- 15.2 A Party disclosing any Confidential Information must ensure that the person to whom the Confidential Information is disclosed is made aware of the obligations of confidentiality under this Agreement and complies with those obligations as if it were a party to this Agreement.

16 Compliance with Applicable Laws

- 16.1 In performing its obligations under this Agreement, each party shall comply with all applicable laws, statutes, regulations and codes from time to time in force including without limitation the General Data Protection Regulation and any subsequent or subordinate legislation, the Bribery Act 2010 and the Modern Slavery Act 2015.
- 16.2 The Hirer shall comply with JHL Emergency Procedures (including Front of House and Back of House Emergency Procedures to be provided prior to the Event) in the event of a bomb or fire alert. In addition, the Hirer shall be requested to sign JHL Health and Safety register on the day of the Event. For the avoidance of doubt the duty manager and/or the appointed fire marshal at the Event shall have full responsibilities for evacuation procedures in the event of an emergency.

17 Force Majeure

- 17.1 Subject always to clause 18.2, to the extent that either Party is prevented or hindered from complying with its obligations under this Agreement by any cause beyond its reasonable control (an "**Event of Force Majeure**" - which will include but not be limited to strikes, malicious damage, breakdown of plant or machinery, fire or flood), the obligations of each Party under this Agreement will be suspended during the period for which the event of Force Majeure continues.

17.2 The Party affected by an event of Force Majeure must give notice to the other Party as soon as reasonably possible. Any Party whose obligations have been suspended will resume performance of these obligations as soon as reasonably possible, and notify the other Party accordingly. In the event that either is unable to resume its obligations as a result of an Event of Force Majeure for more than one (1) month either Party may terminate this Agreement forthwith by notice in writing. [If JHL terminates this Agreement due to an event of Force Majeure, it will return the relevant proportion of the Facility Fee.]

18 Assignment

This Agreement is personal as between the Parties and neither party may assign the benefit or burden of this Agreement to any third party.

19 Variations

Variations, amendments, additions or deletions to the terms of this Agreement may only be made if agreed in writing by the Parties.

20 Validity & Enforceability

If any provision of this Agreement is held to be, in whole or in part, for any reason illegal, invalid or unenforceable then the provisions which are legal, valid and enforceable will (to that extent) continue in force and effect.

21 Entire Agreement

This Agreement represents the entire understanding of the Parties and supersedes all other agreements and representations with respect to these matters made either orally or in writing.

22 Notices

22.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

22.2 A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at [9.00 am] on the [second] Business Day after posting. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

22.4 A notice given under the Agreement is not valid if sent by email.

23 Third party rights.

No person who is not a party to the Agreement shall have any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement

24 No Partnership

Nothing in this Agreement will constitute or will be deemed to constitute a partnership (as defined at law and falling within the context of the Partnership Act 1890) between the Parties and neither Party will have any authority or power to bind the other or to contract in the name of or create liabilities for the other.

25 No Waiver

No waiver of any default of this Agreement, or any part of it, by either Party shall be deemed a continuing waiver or a waiver of any other breach or default of this Agreement.

26 Survival

Any obligations contained in any provision of this Agreement that by its/ their nature is/ are intended to survive expiration and/or termination of this Agreement shall remain in force notwithstanding the expiration or termination of this Agreement for any reason whatsoever.

27 Anti-Bribery and corruption

The Parties will not tolerate bribery or corruption in any form. Each Party represents, warrants and undertakes to the other that it has in place, and will follow, adequate anti- bribery and anti-corruption policies and procedures to ensure that it and its officers, staff and suppliers operate within the law and, in compliance with the Bribery Act 2010, the Criminal Finances Act 2017 and any subsequent, subordinate and associated legislation. The Parties agree that any breach of obligations under this clause would constitute a material breach of contract which would be incapable of remedy and for which the other Party would be entitled to terminate this Agreement with immediate effect.

28 Governing Law and Jurisdiction

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.