**CONCERTO GROUP LIMITED T/A THE VENUE AT THE ROYAL LIVER BUILDING - STANDARD TERMS AND CONDITIONS OF CONTRACT**

The following Conditions comprise the standard terms and conditions of business of Concerto Group Limited and all the work undertaken by the Company shall be on these terms to the exclusion of any others unless specifically varied in writing and signed for and on behalf of the Client and by a director for and on behalf of the Company. In accepting the Proposal and engaging the Company these Conditions shall be deemed to have been accepted by the Client on its own behalf and for and on behalf of each and every Guest.

1. DEFINITIONS
   1. “the Client” the individual, business or body corporate for whom the Proposal is prepared and the Services are provided.
   2. “the Company” Concerto Group Ltd including where applicable its employees, suppliers, servants, agents or sub-contractors acting on behalf of the Company.
   3. “the Contract” the agreement between the Company and the Client to perform the Services as set out in the Proposal in line with these Conditions unless otherwise agreed as an amendment to the Proposal in writing by both parties.
   4. “the Event” the occasion to be organised by the Company as set out in the Proposal.
   5. “the Guests” the invitees of the Client to take part in the Event.
   6. “the Price” the total of fees due to the Company from the Client in payment for the Services.
   7. “the Proposal” the letter and/or documents from the Company to the Client giving details of the Event, setting out the Services offered by the Company to the Client including the Price.
   8. “the Services” the work to be undertaken by the Company to organise the Event in accordance with the Proposal.
   9. “the Premises” The Venue, First Floor, Royal Liver Building, Pier Head, Liverpool L3 1HU
2. BOOKINGS

2.1 No contract shall exist between the Company and the Client until the Contract has been signed by the Client, the deposit specified below in Clause 2.3 (“the Deposit”) paid and the booking confirmed in writing by a representative of the Company.

2.2 The client agrees that the signatory to these Terms and Conditions, and the Contract, has the authority to enter into a legally binding contract on the Client’s behalf.

1. PAYMENT TERMS

The Price payable for the Services shall be as set out in the Proposal (subject to adjustments made in accordance with paragraph 10 below) which shall be payable as follows:

* 1. The Deposit, being 100% of the Price, shall be payable as a non-returnable amount on written acceptance by the Client of the Proposal and is required within 14 days of signature of the Contract.
  2. The balance of the Price less the deposit – shall be payable 28 working days prior to the Event.
  3. Any additional items agreed after the Contract was signed shall be payable 5 working days prior to the Event. Any additional items agreed after this time may, at the Company’s discretion, be payable after the Event. In this case, a final invoice will be raised immediately after the Event and this is due for payment within 14 days of the Event. If payment is not received by the due date, the Company reserves the right to charge interest on the outstanding amount at 3% above the NatWest/RBS base rate from the due date until payment is received.

1. VENUE HIRE AND SERVICES PROVIDED
   1. Hire charges are for the specific hire period and timings as detailed in the Contract.
   2. If the Event extends beyond this period, and we are able to allow the Event to continue, the standard hourly rate applicable at the date of the Event will apply, and any additional staffing and security costs will be charged to the Client’s account and invoiced in line with clause 3.3 above.
2. CANCELLATION BY THE CLIENT
   1. The Event may be cancelled by the Client but cancellation will only be effective from the date that written notice of cancellation is received by the Company. It is the responsibility of the Client to ensure that the notification has been received. A cancellation fee will be payable by the Client as set out below and has been calculated to represent a reasonable assessment by the Company of the loss it will suffer as a result of the cancellation:

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| *Number of days before the Event by which written notification is received by the Company (excluding the date of the Event but including thedate of receipt of notice of cancellation)* | *Amount of Cancellation Fee including deposit (expressed*  *as a percentage of the Price).* |
| More than 71 days  29 – 70 days  1 – 28 days | Deposit only  75%  100% |

5.2 The cancellation fee shall be paid within 14 days of the date by which notification is served on the Company.

1. CANCELLATION BY THE COMPANY
   1. The Company reserves the right to cancel the Event if:
      1. The balance of the Price less the deposit has not been received by the Company 28 working days prior to the Event in accordance with paragraph 3.2 above.
      2. Notwithstanding any other provision of this contract, the Company will not be deemed to be in breach of this contract, or otherwise be liable to the Client, for the delay in performance or the non-performance of any of its obligations under this Contract, to the extent that the delay or non-performance is due to any Force Majeure.

Force Majeure is defined for the purpose of this Contract as a cause beyond the reasonable control of the Company including but not limited to:-

* Act of God, explosion, flood, tempest, fire or accident;
* War or threat of war, sabotage, insurrection, civil disturbance or requisition;
* Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
* Strikes, lock-outs or other industrial actions or trade disputes (not involving employees of the party claiming Force Majeure);
* Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
* Power failure or breakdown in machinery
  + 1. And in such circumstances the Company shall have no liability to make any payments to the Client or refund any part of the Price.
    2. The Client, being a company, has had a winding up petition presented against it or has entered into administration, insolvency, receivership, liquidation or an arrangement (voluntary or involuntary) with its creditors; or

The Client, being an individual, has had a bankruptcy petition presented against it, has become insolvent or entered into an arrangement (voluntary or involuntary) with its creditors.

1. POSTPONEMENT AND CHANGES IN THE EVENT
   1. Whilst every effort is made by the Company to carry out the Services in accordance with the Proposal the Company reserves the right to postpone or change the venue or nature or any other aspect of the Event if this is necessary due to circumstances beyond its control including but not limited to adverse weather conditions or unavailability of suitable staff, equipment or the original venue. In such circumstances the Company will notify the Client as soon as reasonably practicable of such changes and suitable alternative arrangements will be made.
2. REDUCTION IN THE NUMBER OF GUESTS
   1. The Client shall not be entitled to any reduction in the Price if the number of Guests who attend the Event is less than the number as stated in the Proposal but the Company may at its discretion offer to reduce the Price depending on the circumstances in question. Such a reduction will be part of the adjustments in the Price made in accordance with paragraph 11.
3. THE COMPANY’S AUTHORITY AT THE EVENT
   1. The Client agrees on its own behalf and on behalf of each and every Guest:
      1. that the opinion of the Company is final in regard to matters of safety;
      2. to comply with any request or order made by the Company in the interests of safety howsoever expressed;
      3. to comply with any reasonable instruction given by the Company for any other reason.
   2. The Company reserves the right to request any Guest to leave the Event if in the opinion of the Company the Guest is behaving in a dangerous, unreasonable or disruptive manner and the Client agrees to procure that such request will be complied with by each and every Guest. In such circumstances the Company will be under no liability to the Client or the Guest in respect of any refund of the Price or compensation for any costs or damage which may be incurred by the Client or the Guest.
4. liability of the client
   1. The Client is responsible for the behaviour of all of their guests, staff and contractors within the Venue. If the Venue or its content is wilfully, negligently or accidentally damaged or items stolen during a function the repair or replacement cost is payable by the Client, as part of the invoice specified in clause 3.3 above.
   2. For the avoidance of doubt, the Client agrees to all information provided in the Venue Event Operational Manual, and accepts liability for damage as a result of breach of those conditions either by the client or any party invited by or contracted by the client. The client agrees not to do or allow to be done any of the following without the prior written consent of the Company:
      1. paint, decorate or alter the Premises, either externally or internally;
      2. remove or screen any of the works of art in the Premises;
      3. affix anything to the walls, ceilings, doors and floors or in any way fit or use any additional fixtures, fittings or lighting in addition to those provided by the company.

EXCEPT within the limits set out in the Event Operational Manual

* 1. The Client shall unless agreed otherwise remove from the Premises, forthwith within one hour of the end of the Hiring Period, all equipment, litter and rubbish and shall ensure that the Premises are left in a clean and tidy condition to the satisfaction of the Company.
  2. The Client shall only use the Premises for the holding of the Event (as described in the booking confirmation form) or such other use as the Company may expressly agree in writing.
  3. The Client shall take good care of and shall not cause or allow any damage to be done to the Premises or to any fixtures, fittings, equipment or other property in it and shall make good forthwith and pay for any damage arising in any way from hiring however such damage is caused and by whomsoever it is caused.
  4. The Client shall not allow the number on the Premises to exceed at any time the Maximum Number of Guests stated in the booking confirmation and shall ensure that all fire regulations are strictly complied with.
  5. The Client shall not and shall not allow any of the following activities to take place on the Premises:
     1. the sale of any goods or services; or
     2. causing any nuisance, disturbance or disruption; or
     3. any illegal activities

or anything otherwise not strictly permitted by the description of Event.

1. INDEMNITY
   1. The Client shall indemnify the Company on demand against all liability, costs, claims and expenses (whether in relation to the Premises or otherwise), suffered or incurred, directly or indirectly as a result of the use of the Premises by the Client and/or the holding of the Event or in respect of any breach of any of these terms & conditions.
2. LIABILITY OF THE COMPANY FOR DAMAGE
   1. The Company agrees to exercise all reasonable skill and care in the provision of the Services in accordance with the terms of the Proposal in organising the Event.
   2. The Company has no liability to the Client or any Guest (other than liability for death or personal injury of a Guest resulting from the Company’s negligence) for any loss or damage of any nature howsoever caused arising out of or in connection with attendance at the Event to the Client or the Guest or the property of the Client or Guest unless otherwise covered by the public liability insurance carried by the Company at the date of the Event any such claim by the Client or Guest being made on the terms and conditions of such insurance a copy of which is available on request.
   3. Personal Accident Insurance covering the Event is not included in the Price.
   4. The Client shall obtain such additional insurance cover as the Company in its absolute discretion thinks fit given the nature of the Event and the Client shall be obliged to produce to the Company an appropriate certificate of insurance not less than 28 days before the Hire Date. This may include:
      1. A copy of a valid certificate covering all public and products liability up to a minimum value of £10,000,000;
      2. A method statement and specific risk assessment relating to the usage, signed, dated and when compiled;
      3. Current PAT certification for all electrical appliances;
      4. Delivery and collection details

Failure to provide the relevant documentation detailed above will result in the relevant contractors or sub-contractors and any equipment they may need to deliver or install being denied access to the building.

1. SUB-LICENCING
   1. The Client shall not assign, dispose or sub-license the benefit of this Agreement or share its occupation of the Premises hereunder with any other persons without the previous written consent of the Company.
2. COMPLIANCE WITH LAWS AND REGULATIONS
   1. The Client hereby agrees to comply with all the rules and requirements of all statutory, municipal and other bodies, all primary and secondary legislation, regulations, statutes and enactments & all requirements of the insurance policies of the Company.
   2. Where any additional licence approvals or consents are necessary in respect of its use of the Premises, the Client will be solely responsible for obtaining these at its own expense and must produce such licence and consents to the Company prior to the Hire Date.
3. NOT A TENANCY
   1. Nothing herein contained shall operate to vest in or confer upon the Client any tenancy of or right to exclusive possession or occupation of the Premises or any part thereof nor any right, licence or liberty save such as is hereby expressly granted.
4. SECURITY
   1. The Client undertakes to pay to the Company any sum payable by the Company by way of providing security personnel on the hire date at the absolute discretion of the Company.
5. NOTICES
   1. Written notice to be given under this contract must be made in writing to the address written on the Booking Agreement or such other address as the Company may notify to you from time to time. Notices will be sent by recorded delivery, hand delivered or sent by facsimile transmission, provided that the original of the fax is then sent by post within 24 hours of the facsimile transmission having being sent.
6. CHOICE OF LAW
   1. The clause will be governed by English Law and both parties will submit to the exclusive jurisdiction of the English Courts.
7. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999
   1. Save as expressly provided, none of the provisions to this agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person or entity who is not named in this agreement.