

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In these Terms and Conditions, defined terms shall have the same meaning as set out in the Event Particulars and the following words shall have the following meanings unless, in each case, the context requires otherwise:

"**Additional Services**" means any additional services provided by the Owner pursuant to clause 5.4 of these Terms and Conditions;

"**Affiliates**" any person who directly or indirectly controls, is controlled by or is under common control with the specified person (including such any ultimate parent undertaking of such person from time to time and all direct or indirect subsidiary undertakings from time to time of such parent undertaking);

"**Applicable Law**" means any law (including common law), statute, regulation, code, ordinance, rule, judgment, order, decree or directive or any determination by or requirement of any competent authority or interpretation or administration of any of the foregoing by a competent authority, as is in force from time to time;

"**Multimedia Rights**" the right to film, photograph, sound record, reproduce, issue and/or communicate to the public by audio only, visual or audiovisual means, whether live or pre-recorded, some or all of the Event, including via radio, television, streaming or any other media now known or in the future invented;

"**Premises Licence**" means the certificate issued by the Licensing Authority to the Owner in respect of the Hired Area;

"**Processing**" shall have the meaning set out in the Data Protection Act 1998; and

"**The O₂**" means the multi-purpose entertainment venue known as The O₂, located at Peninsula Square, London SE10 0DX.

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 any phrase introduced by the terms "including"; "include"; "in particular" or similar be construed as illustrative and shall not limit the sense of the words preceding those terms. unless otherwise specified, a reference to "**writing**" does not include email;

1.2.2 "**parent undertaking**" and "**subsidiary undertaking**" have the meanings given to them by section 1162 Companies Act 2006;

1.2.3 a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute; and

1.2.4 any reference to a statute, statutory provision, subordinate legislation, code or guideline ("**legislation**") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

2. HIRE OF HIRED AREA

2.1 In consideration for the Hire Fee, and subject to compliance with the terms of this Agreement, the Owner permits the Hirer to occupy the Hired Area during the Hire Period on a non-exclusive basis to hold the Event in accordance with this Agreement.

2.2 The Hirer may not occupy or use the Hired Area for any other purpose than for the Event, and/or at any times outside of the Hire Period.

2.3 Notwithstanding any other provision of this Agreement, the Owner shall be entitled to change the Start Time, the End Time, the Doors Open Time, the Load-In Time and the Load-Out Time:

2.3.1 where required or requested by the local authority and/or the emergency services;

2.3.2 where necessary due to health and safety requirements; or

2.3.3 if it is necessary to do so in its reasonable opinion taking into account the operational nature of the Venue and/or the

surrounding areas of The O₂ generally.

3. PAYMENT

3.1 The Hirer shall pay the Hire Fee and Additional Fees (if any) when due, in full and cleared funds, in accordance with the Event Particulars and this clause 3. Failure to make payment of such amounts when due shall entitle the Owner to refuse the Hirer access to the Venue and/or to cancel the Event immediately (without prejudice to its other rights and remedies hereunder).

3.2 All sums stated are exclusive of VAT.

3.3 The Owner shall be entitled to deduct from any and all sums payable by the Owner to the Hirer any and all taxes and other withholdings that the Owner is obliged by law to deduct.

3.4 If the Hirer fails to pay by the relevant due date any amount payable by it under this Agreement, the Owner shall be entitled but not obliged to charge the Hirer interest on the overdue amount, payable by the Hirer immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 4% (four per cent) per annum above the base rate for the time being of Barclays Bank Plc (accruing on a daily basis).

4. HIRER'S OBLIGATIONS

4.1 The Hirer shall be responsible at its own cost for all aspects of organisation of the Event, save as set out herein, including (as applicable for the relevant Event):

4.1.1 providing the services of any performers required for the Event and any associated catering (subject to clause 5.3);

4.1.2 provision and operation of any sound, lighting, video and other equipment (including any scaffolding for the lighting, sound and power cables) required in addition to that provided by the Owner (including provision of all necessary, suitably skilled technical personnel to operate any equipment provided by the Owner pursuant to this Agreement), but excluding the use of an industry standard projector and projector screen for Hirer use;

4.1.3 provision and removal of all equipment required for the operation of the Event in addition to that provided by the Owner,

4.1.4 provision of an adequate number of suitably qualified personnel to fulfil its obligations at the Event, in such numbers as are agreed with the Owner in advance in line with Applicable Law;

4.1.5 ensuring compliance by the Hirer, its employees, agents, subcontractors and guests with all rules, directions and instructions of the Owner in relation to the Event, conduct at the Venue, on site at The O₂, and/or access to The O₂;

4.1.6 ensuring that no aspect of the Event shall endanger any person in any way, expose the Owner to any civil or criminal liability, cause any damage to the Venue or The O₂ or to any fixtures, fittings or equipment or, in the reasonable opinion of the Owner, be obscene, immoral, promote public disorder or be likely to cause offence based upon normal standards of decency;

4.1.7 not erecting or permitting to be erected any structure, scaffolding or equipment at the Venue, nor altering the Hired Area or permitting it to be altered without the prior written consent of the Owner;

4.1.8 ensuring that attendees of the Event leave the Venue in an orderly fashion;

4.1.9 ensure that no food or beverages are taken into any of the Exhibition areas external to the Hired Area;

4.1.10 ensuring that no entrances, exits, corridors, gangways, passages or other access routes within the Venue and/or throughout The O₂ are obstructed in any way;

4.1.11 providing to the Owner, no later than 7 days prior to the Event, a detailed Event schedule, detailing all managerial, production,

- technical and presentational aspects of the Event.
- 4.2 All equipment and materials provided by the Hirer must be approved by the Owner prior to being brought to The O₂ and must comply with all current safety regulations, UK fire regulations and Applicable Laws to the reasonable satisfaction of the Owner and the Hirer shall not interfere in any way with any and all fire fighting equipment in and around the Venue and/or The O₂.
- 4.3 The Hirer shall assist the Owner (where reasonably required by the Owner) to maintain good public order and that the artists or DJs performing do not incite the audience to commit violence, or disruption. If production plans provided pursuant to clause 5.4.1 cause the Owner any concern, the Owner may require the Hirer to pay for additional security and/or hoardings to ensure that the Hirer is not in breach of this clause. In the Event that the Hirer fails to prevent such dangerous and/or disruptive occurrences, the Owner shall be entitled to terminate the Event with immediate effect and/or fine the Hirer at the Owner's discretion.
- 4.4 **Consents, licences and legal compliance:** The Hirer shall be responsible for:
- 4.4.1 providing to the Owner no later than 7 days prior to the Event a detailed production plan for the Event and any and all risk assessments, health and safety certificates and/or fire assessments, sound engineering documents and any other operational licences and/or permits required by the Owner in connection with the Event;
- 4.4.2 save as set out in clause 4.5, obtaining and complying with all necessary consents, releases clearances and licences required from artists performing at the Event and all persons having rights in music played or performed at the Event;
- 4.4.3 observing and complying with the reasonable additional requirements of the Owner, all risk assessments undertaken in relation to the Event, and health and safety policies in place in respect of the Venue and/or The O₂ and any and all rules and regulations in force at the Venue from time to time (including in relation to sound level) and with all Applicable Law;
- 4.4.4 observing and complying with all Premises Licence conditions and with the Owner's alcohol management policy;
- 4.4.5 ensuring that the number of attendees at the Event does not exceed the legal capacity of the Hired Area and ensuring a proof of permitted entry is issued to each attendee;
- it being expressly acknowledged that the Ownershall have the right to remove individuals from the Venue and/or terminate the Event early in the event of a breach of sub-clauses 4.4.1 to 4.4.5 above).
- 4.5 **Marketing:** The Hirer undertakes that it shall:
- 4.5.1 not take or authorise the taking of any flash photography, or audio or video recordings of The O₂ and/or the Venue during the Event, and shall not publish and/or display, alone or in conjunction with any other third party, any materials or advertisements relating to The O₂ and/or the Venue (or any part thereof), without the prior written approval of the Owner;
- 4.5.2 not use the words "Millennium" or "Dome" in any advertising and/or publicity in connection with The O₂ or otherwise in connection with the Event;
- 4.5.3 not bring the Owner and/or The O₂ into disrepute and/or damage the reputation of, or be detrimental to, the Ownerand/or The O₂ in any way;
- 4.5.4 be solely responsible for any costs of marketing the Event;
- 4.5.5 ensure that no marketing or promotional materials are issued unless approved in advance by the Owner and until this Agreement has been signed;
- 4.5.6 not make any use of the logos or trade marks or any other intellectual property of the Owner, the Venue or The O₂ or display any signage or promotional material at the Venue, the Hired Area or The O₂ without the Owner's prior written approval.
- 4.6 **Multimedia Rights and Merchandise:**
- 4.6.1 The Hirer shall not exploit the Multimedia Rights and shall procure that no third party shall exploit the Multimedia Rights without the Owner's prior written consent in each instance for which an additional fee may be payable.
- 4.6.2 The Hirer shall and shall procure that any third party involved in the broadcast, recording or filming of the Event shall comply with all reasonable requirements of the Owner in relation to such broadcast, recording or filming.
- 4.6.3 All revenue from the sales of any Exhibition merchandise during the Event shall belong exclusively to the Owner or CID as applicable.
- 4.7 **Sponsorship and Advertising:** The Hirer acknowledges that the Owner has entered into various third party agreements for sponsorship rights in connection with The O₂, as notified to the Hirer from time to time ("**Third Party Sponsors**"). The Hirer shall at all times respect and act in good faith to protect the commercial interests of the Owner (including arrangements with any Third Party Sponsors of The O₂) and shall have no right to display any advertising or signage whatsoever save as expressly permitted by the Owner under this Agreement. Any advertising and/or sponsorship arrangement with third parties in connection with the Event shall be subject to the Owner's prior written approval (which may be withheld at the Owner's absolute discretion). In no event shall the Hirer be permitted to procure any advertising or sponsorship for its Event from a competitor of any Third Party Sponsors.
- 4.8 **Security and Health and Safety:**
- 4.8.1 The Hirer acknowledges that the Owner has 'preferred supplier' arrangements in place at The O₂ with respect to a variety of products and services, including without limitation security personnel, medical officers and fire officers ("**Preferred Suppliers** ") and agrees that the Owner's Preferred Suppliers will be used for the provision of security personnel, medical and fire officers;
- 4.9 **Rights of access:** When accessing the Hired Area for the purposes of the Event, the Hirer shall not:
- 4.9.1 access the Hired Area by any means other than the designated route at The O₂ as notified by the Owner to the Hirer; and
- 4.9.2 impede the Owner in the exercise of the Owner's rights of possession and control of the Venue and/or The O₂ generally, including in respect of work and/or services undertaken by the Owner (or the Owner's employees, agents, tenants, consultants or contractors) at The O₂ from time to time.
- 4.10 **Insurance:** Notwithstanding any insurance maintained by the Owner, the Hirer shall effect and maintain throughout the Hire Period (i) public liability insurance to the value of at least £10,000,000 (ten million pounds sterling) per occurrence; and (ii) employer's liability insurance to the value of at least £10,000,000 (ten million pounds sterling) per occurrence. The Hirer shall provide the Owner with certificates evidencing such insurance policies not less than 28 days prior to the Event.
- 4.11 **Damage and Reinstatement:**
- 4.11.1 The Hirer shall yield up the Hired Area upon expiry or earlier termination of the Hire Period in a clean and tidy condition (fair wear and tear excepted) to the reasonable satisfaction of the Owner including, not later than the end of the Hire Period, to remove all materials and equipment which it has installed or brought into the Hired Area and make good any damage caused to the Venue or Hired Area (including any element of the Exhibition) or any other part of The O₂ or any of their respective fixtures, fittings or any equipment (at its cost). The Hired Area

shall be returned to the Owner in a clean and tidy condition (fair wear and tear excepted) to the reasonable satisfaction of the Owner.

4.11.2 In the event the Hirer fails to perform its obligations under this clause 4.11, then the Owner shall notify the Hirer of the same within 48 hours from the end of the Hire Period and the Hirer shall be responsible for the cost of any cleaning and/or repairs arising directly from such failure and shall promptly on demand reimburse the Owner for such costs on an indemnity basis.

4.11.3 The Hirer irrevocably authorises the Owner to remove and dispose of any chattels which may be left in the Venue or Hired Area after expiry of the Hire Period.

4.12 Notwithstanding anything to the contrary herein, the Hirer shall be liable, in addition to the Hire Fee, for any and all costs and/or expenses incurred, or losses suffered, by the Owner in respect of:

4.12.1 making good any damage to the Venue or otherwise, caused by the Hirer as a result of the Event, including repair costs;

4.12.2 the removal of any advertisement displayed relating to the Event (excluding any advertisement displayed by the Owner) if required pursuant to the Town and Country Planning Act 1990, together with any charges and/or fines imposed on the Owner in respect of the same;

4.12.3 any costs, expenses or losses suffered by the Owner as a result of the breach by the Hirer of any of its obligations under this clause 4;

5. OWNER'S RIGHTS & OBLIGATIONS

5.1 Owner shall provide the following services to the Hirer during the Hire Period (with the costs of such services to be included within the Hire Fee unless otherwise stated):

5.1.1 during normal trading hours, front of house staff, venue managers and cleaning staff in adequate numbers as required by law (staff outside of normal trading hours will be charged to the Hirer as an Additional Fee);

5.1.2 the services of the Owner's customary security staff and stewards to control ingress and egress to and from the Hired Area and manage internal crowd safety (over and above the staff required pursuant to Clause 5.2 below);

5.1.3 standard levels of electrical power, water and other utility services it requires to set-up, operate and take down the Event. The Owner reserves the right to recharge the Hirer for the cost of any power and utilities where the Hirer's usage has exceeded standard consumption (as determined by the Owner);

5.1.4 bar services as further set out in clause 5.3 (at the Hirer's sole cost);

5.1.5 exhibition audio guides for the use of Hirer guests, in such number as agreed between the parties in advance;

5.1.6 services in relation to any set up or seating configuration involved in relation to the Event (and it is further provided that the costs in relation to the hire of any furniture which may be required for the Event shall be borne solely by the Hirer);

5.2 Owner shall provide to the Hirer during the Hire Period (to be included as part of the Hire Fee), two security personnel and one team leader for up to eight (8) hours.

5.3 **Food and Beverages:** The Hirer acknowledges and agrees that any food and alcoholic beverage services required by the Hirer for the Event shall be provided by the Owner's preferred catering suppliers (who, at the date of this Agreement are 'The London Kitchen'), at the Hirer's sole cost and pursuant to the terms of a separate agreement between the Hirer and the catering supplier. The Hirer shall have no right to sell any food or beverages or to authorise the sale of food and beverages at the Hired Area or throughout the Hired Area.

5.4 **Additional Services:** The provision by or on behalf of the Owner of any other facilities and/or services not listed in this clause 6 and/or not

expressly included as Additional Fees in the Event Particulars, shall be subject to additional charges, whether such other facilities and/or services are requested by the Hirer or are agreed between the parties or determined by the Owner to be necessary by reason of the particular requirements of the operation of the Event. The Hirer shall reimburse the Owner in respect of any amounts due in respect for Additional Services upon receipt of an invoice for the relevant amounts.

Rights of Entry:

5.5.1 The Owner (and/or its designated contractors) shall have full right of access to all parts of the Venue throughout the duration of the Event for the purposes of ensuring the Event is operated in accordance with all applicable health and safety standards, the Venue's policies and the terms of the Venue's premises licence and all Applicable Laws and the Owner shall be entitled to make directions as to the Hirer's running of the Event and/or require the immediate termination of the Event at its absolute discretion where it determines there to be any health and safety or security risk and/or any breach of this Agreement.

5.5.2 The Hirer shall submit to the Owner a list of all persons who require access to the Hired Area specifying the times and the part of the Hired Area to which access is required, together with requirements in respect of vehicular access (which shall be strictly subject to availability). The Owner shall issue passes for such persons and vehicles and the Hirer shall ensure that passes are displayed clearly at all times by such persons while in the Venue. The Owner shall have the right to refuse entry and/or remove from the Venue any person or vehicle not in possession of a valid pass.

5.5.3 The Owner may refuse entry to any and all persons (including the Hirer) seeking access to the Venue and/or the Hired Area if such person does not hold a valid ticket or pass for the Event. The Owner may (acting reasonably) inspect and/or search any and all such persons (including such person's vehicles) holding a valid ticket or pass for the Event who are seeking access to the Venue and/or the Hired Area and may refuse access to the Venue and/or the Hired Area to 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 Owner to be in breach of any duty or obligation imposed on the Owner by law or regulation.

WARRANTIES

6.1 The Owner warrants that it is fully authorised to enter into this Agreement and has the right to grant the Hirer the use of the Venue and/or the Hired Area and any and all other rights granted hereunder; and

The Hirer warrants and undertakes that:

6.2.1 it shall operate the Event (including all set-up and removal requirements) with the reasonable skill, care and diligence to be expected of a contractor competent to hold an event similar to the Event and in accordance with the terms of this Agreement;

6.2.2 it has (or shall obtain) and shall continue for the duration of the Hire Period to maintain and comply with, all those permissions, consents, permits, licences (including PRS licences), authorisations, exemptions, orders and/or registrations required by any Applicable Law;

6.2.3 it is financially solvent, able to pay all its debts as they mature and has sufficient working capital to perform all its obligations under this Agreement; and

6.2.4 it has full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement.

7. TERMINATION AND/OR CANCELLATION

7.1 Without prejudice to clause 3.1 of these Terms and Conditions, the Owner shall have the right to cancel the Event and terminate this Agreement with

- immediate effect in the event:
- 7.1.1 that any portion of the Hire Fee remains unpaid when due;
- 7.1.2 that the Hirer is in breach of any of the terms and conditions set out in this Agreement, and where such breach is capable of remedy has failed to remedy the breach within a reasonable period of time (as determined by the Owner);
- 7.1.3 of the commencement of any proceedings or the issue of any warning in connection with the Event by any licensing, local or other authority having jurisdiction which if not fully complied with, could be prejudicial to the Venue's and/or The O₂ licences of any sort or to any other permits, consents or authorities necessary or desirable for the Owner's business or reputation or that of the Venue;
- 7.1.4 that any advertisement has been published in respect of the Event which is or may be contrary to any provision of the Town and Country Planning Act 1990 or the Regulations framed thereunder; and/or
- 7.1.5 that the Hirer becomes insolvent or unable to pay its debts (as defined in Section 123 of the Insolvency Act 1986), proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution; if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, if it ceases to carry on business or if it claims the benefit of any statutory moratorium.
- 7.2 In the event of cancellation of the Event the Hirer shall immediately remove its possessions and equipment from the Hired Area; the Owner shall be entitled to retain the full Hire Fee (and/or demand payment of any part of the Hire Fee not paid to it prior to the date of cancellation); the Hirer shall reimburse the Owner in respect of all costs and/or expenses or fees incurred by the Owner in respect of the Event at the date of such termination.
- 8. FORCE MAJEURE**
- 8.1 If the Event is cancelled due to a force majeure event (being an event beyond the reasonable control of the Venue and/or Owner), then Venue and/or Owner's obligations hereunder shall be excused and Venue and/or Owner shall have no liability to the Hirer.
- 8.2 Owner shall have the right to cancel the Event and terminate this Agreement if advised to do so by the police and/or if the Owner determines, in its reasonable judgement, there is any risk of danger to any person in respect of the Event. Upon such cancellation, each party's obligations hereunder shall be excused and neither party shall have any liability to the other.
- 9. LIMITATION OF LIABILITY AND INDEMNITY**
- 9.1 The maximum liability of the Owner to the Hirer under or in connection with this Agreement shall be limited to the Hire Fee (or proportion thereof) actually paid by the Hirer. The Owner shall not be liable to the Hirer whether in contract, tort (including without limitation, negligence) or otherwise in any case for any loss of goodwill, profits or any indirect or consequential loss or damage whatsoever arising out of or in connection with this Agreement or any other matter.
- 9.2 The Hirer shall indemnify on demand and keep indemnified and hold harmless the Owner, its partners, tenants (including but not limited to CID) and volunteers (collectively "AEG Indemnitees") from and against all actions proceedings damages losses costs expenses claims liabilities and demands of whatsoever nature including damage to The O₂, Venue, Hired Area, fixtures fittings or equipment, death or injury to any person and loss of earnings suffered by the AEG Indemnitees as a result of closure of the Venue and/or Hired Area caused by or arising from and against any (i) breach by the Hirer of the terms of this Agreement (ii) wilful acts or omissions or negligence, breach of statutory or common law duty by the Hirer, (iii) any property of the Hirer and (iv) use or occupation by the Hirer of the Venue and/or from the operation of the Event generally; save where caused as a result of negligence of AEG Indemnitees.
- 9.3 Notwithstanding the foregoing, nothing in this Agreement shall exclude or limit the liability of the Owner for death or personal injury caused by its negligence; fraudulent misrepresentation; or to the extent not permitted by statute or common law.
- 9.4 To the fullest extent permitted by law, the Owner shall not be responsible for any loss or damage suffered by the Hirer as a result of any loss or damage to any property belonging to the Hirer which is brought to the Venue at the Hirer's risk.
- 10. WAIVER BY HIRER**
- The Hirer agrees that the Owner shall not be responsible for any loss or damage to any property of the Hirer resulting from fire, theft or any other cause unless due to the negligence or wilful misconduct of the Owner. Except to the extent expressly provided in this Agreement, the Hirer expressly assumes all risks of loss, damage or destruction of or to any of its property resulting from any such causes.
- 11. MISCELLANEOUS**
- 11.1 This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any previous agreement or understanding between the parties in relation to such subject matter. Nothing in this clause 11.1 shall limit or exclude any liability for fraud.
- 11.2 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.
- 11.3 Except as required by law (and with the exception of each party's professional advisors) each party agrees to retain in confidence the terms and conditions of this Agreement unless it has the prior written consent of the other party to disclose such terms and conditions.
- 11.4 No modification or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement. For the avoidance of doubt, no modification or variation of this Agreement shall be valid if made by e-mail.
- 11.5 Each party warrants that in entering into this Agreement it has not engaged in any activity, practice or conduct which would constitute or be capable of constituting an offence under the Bribery Act 2010.
- 11.6 The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the law of England. Each party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this Agreement.



