



inspiring spaces. creative minds.

TERMS AND CONDITIONS 'The Client' Means the person, group or company hiring the exhibition or event space at the Property. 'The Company' Means Headspace Properties Limited. 'The Property' Means 19-21 Hatton Garden, London EC1N 8BA 'The Event Space' Means the exhibition or event space located in the lower ground floor of the Property. 'The Hire Period' Means the length of time for which the Company has agreed to provide the Event Space to the Client.

1. RENTAL FEES A signed contract and the full Fee must be received to reserve the Client's date(s) and time(s) for its proposed event at the Event Space. The Fee includes miscellaneous costs, such as bar, catering, rentals which are set out in the annexed fee schedule. No terms are implied or granted and no work will be allowed to commence until full payment of the Fee is received.

2. LIABILITY The Client agrees to indemnify, defend, and hold harmless the Company, its landlord, officers, employees, and agents, of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the Event Space and its access to the Property.

3. CATERING STANDARDS The Client must use a caterer from the Company's recommended caterers list for its proposed event. The Company's recommended caterers have experience working at the Property and are familiar with the Company's regulations, policies, and procedures. The Company's kitchen in the Event Space is to be used by the Client and its chosen caterer only as production space used for final food presentation, plating and serving only.

4. CATERING/BAR GUEST COUNT Final guest count changes must be submitted by the Client to the Company in writing at least seven (7) days prior to the Client's event. Although additions may be made to the Client's guest list up to two (2) days prior to your event, no refunds will be given for reductions to the guest count seven (7) days prior to the Client's event.

5. SITE DECORATION The Company wants every event at the Event Space to be a special experience for the Client and its guests. Therefore every effort will be made to accommodate

and allow the Client to prepare its desired decorations for the Event Space PROVIDED THAT only the staff of the Company rearrange and move/remove any furnishings, including, but not limited to, any artwork, light fittings, displays or seating. No nails, screws, staples or penetrating items are to be used on the walls or floors of the Event Space or the Property. No glitter or foil (non- paper) confetti is permitted to be used in the Event Space or the Property. Any damage caused to the Event Space or to the Property arising from the Client's event, its load-in or load-out, will be charged to the Client after its event.

6. CONDUCT The use of drugs or smoking of any kind is strictly prohibited in the Event Space or at the Property. Any remarks or any type of physical violence or other form of aggression of ant-social behaviour will not be tolerated and will be cause for immediate expulsion of offending individuals from the Event Space and the Property. The Client and its guests shall use the Event Space in a considerate manner at all times. During underage events, underage individuals must not be allowed to wander in and out of the Event Space but must remain in the Event Space for the duration of the event. Conduct deemed disorderly at the sole discretion of the Company's staff shall be grounds for immediate expulsion from the Event Space and the Property and conclusion of the Hire Period. In such cases no refund of the Fee shall be made and the Client will have no claim against the Company for its actions.

7. LIVE MUSIC/DJs/NOISE The Company permits the Client to play music during its event but only at an audible level approved by the Company. The Company's onsite manager has full authority to ask the Client, DJ or live music presenter to turn the entertainment down if it chooses to. If repeated disturbances are created, at the discretion the Company, the event may be immediately terminated and the Client and its guests be expelled from the Event Space. In the event of disturbances to the point of expulsion, no portion of the Fee will be refunded to the Client.

8. CANCELLATION Cancellations of the booking will incur a 50% charge of the total value of the booking. Cancellations within 7 days of the booking will incur a 100% charge of the total value of the booking.

9. LOAD-IN/LOAD-OUT AND STORAGE All load-ins and load-outs must take place through the secondary entrance and within the designated timeframe given by the Company to the Client. If there is another event prior to the Client's a timed delivery will be required. The Company is not responsible for checking in or handling any items brought to the Event Space by rental companies hired by or on behalf of the Client. Limited storage is available at the Event Space upon request. Storage fees will be applied to any items left overnight or beyond normal load-in/load- out times. All rental equipment must be removed immediately following the Client's event.

10. ENTRY AND EXIT The Client agrees that the Company's staff may enter and exit the Event Space during the course of the event. A representative of the Company may be on site during the Client's entire event and, if so, will be available to respond to needs or issues that may arise.

11. **LOST AND FOUND** The Company takes no responsibility for personal effects and possessions left in the Event Space or at the Property during or after any event. The Company will however, maintain a lost and found and will hold recovered items for up to 14 days following the Client's event.

12. **PROMOTIONS AND COPYRIGHT** If the Client requires, the Company can provide professionally created digital images of our space and our logos for the Client's promotional material.

13. **HIRE PERIOD** The Hire Period begins on the first date specified in the Hire Agreement. The parties will agree dates and times for entering the Event Space in the Hire Agreement. These times can be subject to change only by written permission on both sides. The Client must vacate the Event Space on the last date and by the time specified in the Hire Agreement. If the Client fails to do so the Company reserves the right to remove the Client's property. Excess hire fees, storage and any other costs incurred will be charged to the Client at a rate determined by the Company.

14 **EVENT HOURS/ACCESS** The Company agrees to give the Client, it's agents, employees and contractors access to and the use of the Event Space during the times specified in the Hire Agreement. The Client will only have access to such parts of the Property and Event Space as permitted by the Company. The Company reserves the right to amend/change the opening hours agreed in the Hire Agreement on 14 days written notice to the Client.

15. **CHARGES** Unless otherwise agreed in writing the Client shall pay the fee in full on the day of the booking. The Company will charge VAT on these costs if applicable. The Company may make further charges for the use of additional services by the Client during the Hire Period. The Company will send an invoice to the Client for any additional costs incurred at the end of the Hire Period, such invoice to be paid within 7 days of receipt. The Company may charge VAT on these costs if applicable. The payment of all fees or charges incurred shall be made in pounds sterling, by cash or cheque drawn on an United Kingdom clearing bank or by credit transfer free of bank charges.

16. **DAMAGE** Prior to the event, a credit/debit card pre-authorization for damage to the Event Space will be required and taken from the Client at the same time as payment of the balance of the Fee. A check-in /check-out inventory will be prepared by the Company and the Client prior to and after the event. The pre-authorization will be used against any repair work deemed necessary as a direct result of the hire of the Event Space to the Client. Provided the Event Space is left in an entirely satisfactory condition, the pre-authorization will not be called upon by the Company.

17. **FACILITIES** It is the responsibility of the Client to satisfy itself that the Event Space is suitable for its purpose and the Company shall not be liable in the event that the Event Space or any part of it or access to it is not suitable for the Client's purpose.

18. ACCESS AND USE No part of the Event Space or the Property is to be used for unlawful purpose. The Client shall not exhibit any material other than that approved by the Company. The Client agrees to keep the Event Space in a tidy condition and to return the facilities of the Event Space to the Company in the same condition as the Client found them. The Client shall indemnify the Company for the cost of repair of any damage done to any part of the Event Space or the facilities that may occur during the Hire Period as a result of the Client's hire of the space. In the event of damage caused by the Client, part or all of the Damage Deposit shall be retained by the Company. All refuse must be removed from the Event Space following the expiry of the Hire Period. Any rubbish removal necessary at the end of the Hire Period will be charged for against the Damage Deposit. The Client undertakes not to cook or to sell in the Event Space refreshments and alcoholic liquor. The Client shall comply with all electricity, alarm, safety, security and supply requirements. The Client shall not use any hazardous or noxious materials or substances. The Client shall ensure that all persons at any time in the Event Space at the direction or request of the Client shall conduct themselves in safe and proper manner and will enter and depart from the Event Space without undue noise. The Client shall ensure that all means of exit from the Event Space are kept free from obstacles and are immediately available for instant free public exit. The Client shall ensure that smoking is not permitted in the Event Space or immediately outside the front door of the Property. The Client shall not at any time sub-let the Event Space to a third party or share use of the Event Space. The Client shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Magistrates Court or otherwise.

19. SAFETY/SECURITY/MAINTENANCE/LIABILITY The Company and its insurers shall not be liable in the event of theft, loss, or damage to the Client's property or property for which the Client is responsible. All property under the control of the Client and located in the Event Space during the Hire Period is at the Client's own risk and the Client must arrange their own insurance thereof. The Company's liability to the Client is limited to the Fee and any monies paid by the Client for additional services under the Hire Agreement. If the use of the services for the booking is delayed, postponed, curtailed or cancelled owing to any fault in the equipment or for any other reason affecting the Company beyond its reasonable control, then unless such delay, postponement or cancellation shall have been caused by negligence on the part of the Company and its servants, the Company and its insurers shall not be liable for any loss or damage suffered by the Client by reason thereof. The client will be charged with a security fee of £50 + VAT for after hours events (i.e. events ending after 5.30pm or weekends). Security personnel will ensure that the Event Space is empty and the gates are closed after the event has finished.

20. GENERAL The Company reserves the right to enter the Event Space at all times for inspection, repair and viewing by other potential clients.

21. TERMINATION FOR BREACH In the event that the Client fails to comply with the terms and conditions of this agreement, the Company reserves the right to terminate this agreement immediately by serving by written notice. In the event of a breach of the terms and conditions of this agreement by the Client, the Company may charge to and recover from the Client any expense incurred by the Company in remedying any such failure

including the cost of employing workmen, cleaners or such other persons as may be appropriate.

22. MODIFICATIONS Any changes to this agreement must be made in writing signed by both parties

23. CONTROL OF THE EVENT SPACE Nothing herein shall be construed to create any partnership or tenancy between the parties or to give any right of possession of any part of the Event Space or Property to the Client but on the contrary the whole of the Event Space shall during the continuance of this agreement remain in the sole ownership, possession and control of the Company. The Client shall not be held out as an agent for and shall not pledge credit on behalf of the Company.

24. ASSIGNMENT This agreement is personal to the Client who shall not assign or charge the benefit of it.

25. FORCE MAJEURE Neither party shall be liable for any delay or non-performance of any of its obligations if the same is due to Act of God, act of any government or other authority, fire, explosion, flood, power failure, strike, or other industrial action, act of terrorism or any other cause beyond its reasonable control.

26. EFFECT OF TERMS Unless otherwise agreed in writing by the Company, these terms and conditions supersede all previous conditions and shall override any alternative conditions contained in subsequent invoice or stipulated, incorporated or referred to by the Client and shall apply in respect to the use of the Event Space.

