



# THE TRAMPERY

## Old Street

### Terms and Conditions of hire

All agreements made between The Trampery Old Street Operations Ltd (company no 08598351, registered at 239 Old St, London EC1V 9EY ("the Trampery") and clients for the hiring of rooms at The Trampery Old Street, 239 Old Street, London EC1V 9EY for meetings, conferences, banquets and other functions ("Functions") are subject to the following conditions:

1. Details specific to a Function will be set out in an event schedule, which may also set out terms particular to the Function. Where the event schedule and these terms contradict, the event schedule shall take precedence.

2. Clients are responsible for the invoiced amount and for the performance of all conditions, and may not assign their rights and obligations.

3. Numbers attending

3.1 At the time of booking Clients shall provide an estimated number of people attending the Function

3.2 Clients shall confirm in writing the number attending no less than 3 working days before the Function. Where the event schedule specifies charges (eg for food and drinks) based on the numbers attending, The Trampery may base its charges on that number or the number actually attending, whichever is the greater.

4 Equipment for Functions

4.1 Advise The Trampery of any Trampery equipment or facilities they require for the Function. If provided, it will be charged at The Trampery's standard rates.

4.2 Advise The Trampery of any equipment or facilities which they would like The Trampery to source for the Function.

4.3 Inform The Trampery if they wish to bring in and use any equipment at the Function. Clients shall be responsible for the operating, security and insurance of such equipment, for obtaining all consents and licenses necessary therefore and for its prompt removal at the end of the Function.

4.4 Ensure all stage sets, stands, materials and decorations are non-flammable and comply with fire regulations.

4.5 Ensure all electrical equipment hired and operated by the Client has a valid PAT test certificate.

5 Charges

5.1 Charges shall consist of a fee for the hire of the venue ("the hire fee") together with any additional fees specified in the event schedule - for example for catering or furniture hire ("additional costs").

5.2 All charges are exclusive of VAT

5.3 Clients shall pay, in cleared funds denominated in pounds sterling:

5.3.1 50% of the hire fee at the time of booking to secure the reservation ("the deposit")

5.3.2 If the Client is a company registered outside the UK, the remainder of the hire fee at the time of booking;

5.3.3 any outstanding hire fee and all any additional costs no less than 14 days prior to the date of the Function

5.4 If a Function extends beyond the contracted time, the Client shall pay the hourly over-run rates as set out on the Event Schedule.

5.5 The Trampery reserve the right to charge interest on overdue accounts at the Bank of England base rate on a daily basis.

5.6 All queries relating to amounts invoiced must be received in writing within 5 working days of the date of the Function invoice.

6 Clients' obligations, clients shall: 6.1 Ensure that persons attending the

Function observe these conditions, do not commit any nuisance, disturbance or infringement which might jeopardise The Trampery's Premises Licence and comply with all reasonable requests of The Trampery staff.

6.2 Comply with all relevant UK and EU laws and regulations and The Trampery rules relating to fire, security, health and safety.

6.3 Not carry out any electrical or other works; use their own electrical equipment or fix anything to the floors, ceiling, walls or any other part of The Trampery premises without The Trampery's prior written consent.

6.4 Not bring flammable, noxious or dangerous items on to The Trampery premises and shall remove any such items promptly when requested by The Trampery staff.

6.5 Not carry on any betting, gaming or auction activity on The Trampery premises.

6.6 Not bring or consume any food or beverages on The Trampery premises other than those supplied by The Trampery, unless otherwise agreed in writing. Where, with The Trampery's consent, Clients consume their own beverages on the premises, a corkage charge shall be applied.

6.7 Not display any branding, notices, signs, or other devices or leave any brochures or other literature on or about The Trampery premises without The Trampery's prior consent.

6.8 Repair or 'make good' any damage done to the building, equipment, fixtures and fittings within 24 hours after the event has ended (or sooner if another event is scheduled).

6.9 Not use The Trampery's name or logo on promotional or other literature or tickets unless previously authorized in writing and in a form approved by The Trampery; not make any representation or create any inference, which might indicate the Function is an official The Trampery Function.

6.10 Not use The Trampery's address, email or telephone numbers on any website, company letterheads, brochures or other literature without The Trampery's prior written consent.

6.11 Ensure that a full list of attendees' names is supplied to The Trampery prior to a Function and that:

6.11.1 All Function attendees have an invitation which shall be produced on request by The Trampery security

6.11.2 Children under the age of 18 are not allowed on the premises, unless agreed in writing by the Trampery prior to the Function.

6.11.3 The Trampery is notified in advance of any guests requiring disabled access.

6.12 Arrange that all goods being delivered for a Function shall be delivered to the rear entrance to the building, Shoreditch House residential tower block, Charles Square, London N1 6HL (drivers must call 020 3111 9883 on arrival for access). Deliveries to the Old Street entrance will not be accepted.

6.13 Loading & unloading may only occur between the hours of 9am-6pm.

6.14 Submit detailed layout plans as may be required by The Trampery not less than 4 weeks prior to the Function and ensure that works are completed in accordance with such plans as agreed in writing by The Trampery.

6.15 Keep all fire exits including all staircases, gangways, passages and doors, free from obstruction.

6.16 Remove all litter and rubbish from The Trampery's premises following a Function. If this is not adhered to The Trampery shall be entitled to charge a fee for its removal.

6.17 In the company of a representative of The Trampery inspect the area used for the Function to ascertain its condition immediately before and after the event.

7 Cancellation by The Trampery

The Trampery may cancel a Function without any liability to the Client if:

7.1 The Client has failed to pay the deposit, the hire fee or any additional costs when they fall due.

7.2 The Trampery premises or any part of them have been closed for reasons beyond The Trampery's control.

7.3 The Client becomes insolvent or is adjudicated bankrupt.

7.4 The Client is already in arrears with any payment to The Trampery.

7.5 The Client is in breach of any of these Conditions and fails to rectify such breach within 5 working days of receiving notice of such breach from The Trampery.

8 Cancellation by Clients

8.1 A confirmed booking shall only be deemed to be cancelled when The Trampery receives written notification of the cancellation.

8.2 Where a Client cancels a Function the deposit will be retained (once paid, this is non-refundable)

8.3 Where a Client cancels a booking within 1 month of the date of the Function the Client shall pay to the Trampery any costs incurred by The Trampery in relation to the Function.

9 Liability

9.1 Clients shall be liable for and shall indemnify The Trampery against all loss or damage (including consequential loss or damage) resulting from injury to persons or loss of or damage to The Trampery or other property arising from the Function, including but not limited to injury, loss or damage caused by the Clients or their employees, agents, contractors or invitees.

9.2 The Trampery shall not be liable to Clients, their servants or agents or any persons attending the Function for injury except to the extent that such injury, loss or damage is caused directly or wholly by the negligence of The Trampery.

9.3 Clients are advised to arrange insurance to cover their liabilities under these conditions and be prepared to provide copies of Public Liability Insurance policies and Risk Assessments & method Statements on request.

10 General

10.1 These conditions are subject to additional terms stated in an individual Function contract.

10.2 No variation to this agreement shall be effective unless agreed in writing and signed on behalf of The Trampery by an authorized manager and by the Client.

10.3 These conditions shall prevail over any conditions offered by the Client.

10.4 This agreement is governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to adjudicate any dispute arising out of it.