

Confirmation Sheet

**No.11 Cavendish Square is run by KEHF Ltd,
a wholly owned trading subsidiary of
The King's Fund**

PART 2 - TERMS & CONDITIONS

1. Rights Granted

In consideration of the Hirer complying with its obligations under this Agreement, KEHF hereby grants to the Hirer a licence to enter upon and use the Venue during the Hire Period for the purposes only of the Event.

2. Provisional Bookings, Confirmation and Deposit

2.1 The Hirer's booking shall be treated as provisional until a signed copy of this Agreement, together with the Deposit, is received by KEHF. If this Agreement is not signed and/or the Deposit not paid by the Deposit Date, KEHF may cancel the provisional booking without liability to the Hirer. The Deposit is non-refundable and non-transferable.

2.2 If another person wants to book the Venue on the Event Date before the Hirer's booking has been confirmed, the Hirer will be asked to confirm its booking and pay the Deposit within 24 hours. If the Deposit and signed Agreement are not received by KEHF within this time period, KEHF may cancel the booking without any liability for any loss suffered by the Hirer.

2.3 The final total number of delegates and any other variation in details relating to the Event must be confirmed by the Hirer in writing no less than four (4) days before the Event. This is the minimum number of guests the Hirer will be charged for (including food and beverage costs).

2.4 All payments are exclusive of Value Added Tax, which is payable in addition (where relevant) by the Hirer.

2.5 Any variation in booking, delegate numbers and/or arrangements must be agreed by KEHF in writing.

3. Event Planning and Publicity

3.1 Before the Event (where relevant), the Hirer may be required to obtain the written consent of KEHF to any admission arrangements or charges (whether by ticket or otherwise), proposed advertising or other publicity or promotional material for the Event and be responsible for the identification and notification to KEHF in writing in advance of the Event of any special factors or associated risks.

3.2 All press releases and other press material relating to the Event may be subject to the prior written approval of KEHF.

4. Payment

4.1 Full pre-payment of the Hire Charges (including agreed food and beverage costs) is required for all bookings.

4.2 The balance of the Hire Charges (including agreed food and beverage costs) are due on or before the date specified in Part 1 and, in any event, at least 10 days prior to the Event.

4.3 The Hirer shall, in addition to the Hire Charges, pay to KEHF such sums as it invoices the Hirer in respect of any other additional charges attributable to the Event (including, in particular, for rectification of any damage to the Venue or its contents and any additional food and beverage costs over and above those charged under Clause 4.2). Such payments shall be made within fourteen (14) days of receipt of the invoice.

4.4 Notwithstanding any query the Hirer has with the invoiced sum, the Hirer agrees to pay the undisputed balance on time.

5. The rights and obligations of KEHF

5.1 KEHF reserves the right to:

(a) substitute alternative accommodation of a similar standard to the Venue for the Event at any time without prior notice and without liability to the Hirer;

(b) insist on the immediate departure of any guest or other invitee of the Hirer from the Venue if KEHF considers that the conduct or behaviour of that person is unacceptable; and

(c) enter any part of the Venue at any time during the Hire Period and interrupt or terminate the Event if they believe that the Venue's structure or content is at risk of damage or the safety of the guests or other persons is at risk. In such circumstances, KEHF will not be responsible for any loss the Hirer or the guests, sub-contractors or other attendees may suffer.

5.2 KEHF accepts no responsibility for any items or articles brought to the Venue by any guest, sub-contractor or other invitee or for any item or articles left at the Venue following the conclusion of the Event. KEHF shall have the right to remove and discard anything left at the Venue upon expiry of the Hire Period.

5.3. KEHF is committed to improving our environment, our policy statement is available on our website. As part of our commitment to this, we do not permit the use of naked flame, candles or helium balloons on site at No.11 Cavendish square.

5.4. KEHF will process any personal data collected in connection with the Event in accordance with its Privacy Policy, a copy of which is available at <https://www.kingsfund.org.uk/privacy-notice-cookies>.

5.5. KEHF reserve the right to charge for the disposal of any items left behind at our venue. Items such as foamboard displays, pop up banners, items containing metal or wood must be disposed of via a licensed waste contractor: this incurs additional charges which will need to be recovered on your final invoice.

6. The Hirer's use of the Venue

6.1 The Hirer agrees and undertakes to:

(a) comply with this Agreement and ensure that all guests, attendees and any permitted contractors comply (where relevant) with the terms and conditions of this Agreement, all the laws, regulations and other relevant rules of KEHF and all instructions of KEHF and Venue staff at all times;

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- (b) take all reasonable care to ensure the proper, orderly and careful use of the Venue;
 - (c) use the Venue only for the purposes of the Event;
 - (d) agree with KEHF the details of any alcohol to be served at the Event and the precise type of entertainment provided. Where the proposed licensable activities are not covered by the licence held by KEHF, the Hirer must obtain the required licence at its own cost and adhere to any specified maximum level of sound for music or other entertainment. The Hirer must provide copies of any licences to KEHF on request;
 - (e) not to allow its guests, attendees or any permitted contractors to access areas of KEHF premises other than the Venue and permitted access routes notified by KEHF;
 - (f) take all possible steps to ensure that none of their guests, attendees or any permitted contractors set up any structures except with the prior written approval of KEHF or affix any item to any part of the Venue other than with the prior permission of KEHF;
 - (g) ensure that all internal and external exits, corridors and fire exit signs are kept clear and free from obstruction and draw the attention of its guests, attendees and any permitted contractors to the KEHF fire procedures prior to the event. KEHF shall have the right to move any person or remove anything obstructing the exits and corridors of its premises;
 - (h) ensure that guests, attendees and any permitted contractors comply with the Health and Safety at Work etc. Act 1974 (as amended), all applicable laws and regulations and the KEHF and Venue safety requirements in operation at the time of the event;
 - (i) ensure that its guests, attendees and any permitted contractors do not smoke in the venue or any other part of the KEHF premises;
 - (j) ensure that guests, attendees and any permitted contractors do not bring any food or drink into the venue or take food out of the dedicated eating areas;
 - (k) obtain all catering services from KEHF and not enter any contract with suppliers of any other services without the prior written approval of KEHF. Breach of this obligation shall be a material breach of this Agreement and entitle KEHF to terminate this Agreement under Clause 7.2;
 - (l) be responsible for the conduct and behaviour of its guests, attendees and any permitted contractors. If KEHF considers that such person(s)' conduct or behaviour is unacceptable, it may insist on the immediate departure of him/her/them;
 - (m) ensure that their guests, attendees and any permitted contractors do not act or omit to act such as to affect or damage the reputation, image or standing of KEHF or the Venue;
 - (n) if requested by KEHF, ensure that the Hirer has a nominated representative present at the Venue throughout the event;
 - (o) not later than the end of the Hire Period:
 - (i) remove from the Venue anything that has been brought into the Venue (other than things brought into the Venue by KEHF) for the purposes of or in connection with the Event; and
 - (ii) bring any damage to the attention of KEHF;
 - (p) obtain adequate insurance cover in relation to the operation of the Event, including cover for any injury, property damage, and/or losses arising from cancellation of the Event.
- 6.2 The Hirer indemnifies KEHF and The King's Fund against any actions, claims, proceedings, demands, liabilities, losses, damages, costs and expenses (including professional expenses) suffered or incurred by KEHF and/or The King's Fund (respectively) directly or indirectly as a result of the Event or breach of the provisions of this Agreement. In particular, the Hirer is responsible for all KEHF equipment used at or in relation to the Event and will pay for any breakages, damage to or theft of KEHF equipment while it is in the Hirer's care.
- 6.3 The Hirer shall perform all necessary risk assessments for all activities due to be conducted at the Venue as part of the Event and shall provide such risk assessments to KEHF upon request.

7. Cancellation and Termination

7.1 The Hirer may cancel any booking prior to the Event Date provided that the Hirer notifies KEHF in writing and immediately pays KEHF (and KEHF will be entitled to set-off the Deposit against) a cancellation fee together with any and all other costs incurred by KEHF either on the Hirer's behalf or otherwise in respect of the Event (including any food and beverage costs). The cancellation fee shall be levied as follows, as applicable:

- (a) 25% of the Hire Charges if the booking is cancelled within 124 working days prior to the Event Date; then
- (b) 50% of the Hire Charges if the booking is cancelled within 93 working days prior to the Event Date; then
- (c) 75% of the Hire Charges if the booking is cancelled within 62 working days prior to the Event Date; then
- (d) 100% of the Hire Charges if the booking is cancelled within 31 working days prior to the Event Date.

For the avoidance of doubt, the Hire Charges for these purposes comprise (as applicable) the total hire fee to be paid for the use of the Venue or the charges for the agreed minimum delegate numbers at the agreed daily delegate rate or package price per head.

7.2 KEHF reserves the right to terminate the booking and this Agreement immediately by notice in writing without liability to the Hirer, if the Hirer:

- (a) fails to fulfil any of its obligations under this Agreement, including (without limitation) if the Hirer is more than 30 days in arrears with any payment to KEHF;
- (b) enters into liquidation (whether voluntary or compulsory) or becomes bankrupt or has a receiver and/or manager, administrator or administrative receiver appointed in relation to its assets, or fails to be able to pay its debts as they fall due; or
- (c) If KEHF becomes aware of any deterioration in the Hirer's financial situation; or

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- (d) if the booking might, in the opinion of KEHF, prejudice the reputation of KEHF or that of The King's Fund; or
 (e) if the Venue, or any part of it, is closed due to circumstances beyond KEHF's control. In this event a refund of the Deposit will be paid but KEHF will have no other liability to the Hirer.

8. Liability

- 8.1 In the event of KEHF being unable to carry out its obligations under, or otherwise breaches, this Agreement, the liability of KEHF to the Hirer shall be limited to the repayment of any sums already paid by the Hirer to KEHF in respect of the Event.
 8.2 KEHF will not accept liability or be liable for any damage to or loss or theft of the property of the Hirer (or of its guests, attendees or any permitted contractors) however caused while at the Venue, unless as a direct result of proven negligence of KEHF. A cloakroom is provided but property is deposited at the owner's risk and without any obligation on the part of KEHF.
 8.3 KEHF shall not be liable for any delay in performance or breach of this Agreement due to any event beyond its reasonable control including (but not limited to) fire, flood, storm, strike, lockout, electrical failure, Acts of God, explosion, war, terrorist activity and acts of governmental or parliamentary authority. KEHF shall notify the Hirer immediately upon becoming aware of such an event. Where KEHF terminates this Agreement as a result of such an event (under Clause 7.2(e)) a refund of any Deposit may be made but KEHF will have no other liability to the Hirer.

9. General

- 9.1 No amendment or variation of this Agreement shall be effective unless in writing and signed by each party.
 9.2 KEHF may assign or transfer this Agreement (or any part thereof) to any person, firm or company without requiring the consent of the Hirer. The Hirer may not assign, subcontract or otherwise transfer this Agreement (or any part thereof) without the prior written consent of KEHF.
 9.3 In the event of KEHF granting its consent to the appointment of any suppliers under Clause 9.2 the Hirer shall remain fully responsible for the acts and omissions of all such suppliers.
 9.4 This Agreement supersedes all prior agreements, representations, arrangements and undertakings between the parties in relation to the hire of the Venue and constitutes the entire agreement between the parties relating to the Event, provided that nothing in this Clause 9.4 shall operate to limit or exclude liability for fraudulent misrepresentation.
 9.5 With the exception of Clause 6.2 which shall be enforceable by The King's Fund as well as KEHF, the terms of this Agreement will not be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.
 9.6 This Agreement shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction in relation to any dispute arising hereunder.

10. Definitions

- 10.1 "Deposit" and "Deposit Date" mean, respectively, the deposit payable for the hire of the Venue, and date for payment of such deposit, as shown in Part 1;
 10.2 "Event" and "Event Date" mean, respectively, the event for which the Venue has been hired, and the date of such event, as shown in Part 1;
 10.3 "Hire Charges" means the charges for the hire of the Venue and associated goods and services, as shown in Part 1. This shall include, for the avoidance of doubt (and as applicable) any room hire fee and/or daily delegate or per head package rates;
 10.4 "Hire Period" means the period of the hire of the Venue by the Hirer under this Agreement;
 10.5 "Part 1" means the first part of this document, preceding these terms and conditions, which confirms the details of the Hirer's hire of the Venue;
 10.6 "Payment Date" means the date for payment of the balance of the Hire Charges, as shown in Part 1;
 10.7 "Venue" means the venue hired pursuant to this Agreement, as shown in Part 1.