

## Terms and Conditions for Events

These Terms and Conditions apply to all Event Agreements for the provision of all Event types. These are to be applied to the exclusion of all other terms and conditions which the Client may purport to apply or which may appear in any promotional literature.

### 1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

- 11 **'Applicable Law'** means all applicable national and international laws, regulations, regulatory requirements, guidelines and codes of practice of any relevant jurisdiction, as amended and in  
12 force from time to time;  
13 **'RH'** means room hire;  
14 **'Arrival'** means the first day of the Event, as specified in the Event Agreement;  
15 **'Banquet Event Order'** or **'BEO'** means the banquet event order provided by the Venue and approved by the Client setting out the final details of the Event. For the avoidance of doubt, if more  
16 than one banquet event order in relation to the same Event has been issued, **'BEO'** shall mean the last banquet event order provided by the Venue and approved by the Client in relation to the  
17 Event;  
18 **'Client'** or **'You'** means the entity responsible for the commissioning of and payment for the Event pursuant to the Event Agreement;  
19 **'Day Delegate Rate'** or **'DDR'** means the eight-hour package per day, per guest/delegate attending the Event which includes food and beverage and plenary room hire;  
20 **'Event'** means a specific booking or series of bookings of any type for the use of the Facilities, details of which are set out in the Event Agreement and the BEO;  
21 **'Event Agreement'** means the agreement in writing between the Venue and the Client (as amended from time to time) setting out details of the Event and into which these Terms and Conditions  
22 shall be incorporated together with any other specific terms stated in the Event Agreement;  
23 **'Event Date'** means the date on, or the period during which, the Event is intended to take place as specified in the Event Agreement;  
24 **'F&B'** means food and beverage;  
25 **'Facilities'** means such area of the Venue to be utilised for the Event whether public space, facilities or otherwise as set out in the Event Agreement;  
26 **'Guest Number'** means the higher of (i) the minimum number of guests/delegates specified in the Event Agreement for each element of the Event, (ii) the number of guests/delegates as specified  
27 in the BEO, or (iii) the actual number of guests/delegates which attended the Event;  
28 **'Hotel'** or **'We'** means the hotel(s) referred to in the Event Agreement;  
29 **'Intellectual Property Rights'** means all patents, trademarks, service marks, trade names, goodwill, registered designs, design rights, database rights, copyrights, images and logos and other  
30 forms of intellectual or industrial property (in each case in any part of the world, whether or not registered or registerable for their full period of registration with all extensions, renewals and  
31 revivals, and including all applications for registration or otherwise), confidential information (including know-how or secret processes), rights in computer software and any similar or equivalent  
32 rights and assets which may now or in the future subsist anywhere in the world;  
33 **'Issue Date'** means the date of issue of the Event Agreement;  
34 **'Premises'** means the premises of the Venue including but not limited to the Facilities;  
35 **'subsidiary'** has the same meaning as that contained in the Companies Act 2006; and

### 2. CONFIRMATION BY CLIENT

- 21 You are requested to review the Event Agreement and then, if in agreement with its terms and with these Terms and Conditions, to sign and return it to the Venue within 7 days of the Issue Date or  
22 as otherwise may be specified in the Event Agreement.
- 23 We reserve the right to release the Facilities to other clients if the confirmation referred to in Clause 2.1 above is not received by the date stated. If a proposed Event Date falls within 7 days of the  
24 Issue Date, We may at our sole discretion contact You at any time after the Issue Date for immediate confirmation as to whether or not the Event is to proceed.  
25 Once both You and We sign the Event Agreement it shall become binding upon us both.  
26 No public announcement of the Event shall be made by the Client until We have received the Event Agreement countersigned by the Client.

### 3. RIGHT OF ENTRY

- 31 The Facilities, excluding public spaces, will be made available for the exclusive use of the Client and its guests only for the Event Date. The resale or sub-letting of the Facilities is not  
32 permitted without the prior written consent of the Venue.
- 33 For the duration of the Event Date, the Premises shall remain at all times in the possession, management and control of the Venue and We reserve the right of entry for the Venue's duly  
34 authorised officers, agents, employees and contractors to all parts of the Premises at all times.  
35 The rights granted to the Client in the Event Agreement shall not operate or be deemed to operate as a demise of the Facilities and do not create a relationship of landlord and tenant. The Client  
36 shall not have or be entitled to any right, estate or title in the Facilities or any other part of the Premises save as expressly given in the Event Agreement.

### 4. GUEST NUMBERS

- 41 The Event Agreement shall specify the anticipated number of guests You expect to attend the Event and the minimum number of guests We will accept for each element of the Event. In the event  
42 that the actual number of guests attending the Event drops below the minimum numbers specified in the Event Agreement, You shall pay for the total amount of the DDR, 24HR, F&B and RH (as  
43 applicable) calculated by reference to the minimum numbers (as set out in the Event Agreement) (excluding VAT) and for the avoidance of doubt, cancellation charges as set out in Clause 8 shall  
44 not apply to any shortfall in minimum numbers specified in the Event Agreement.
- 45 The final number of guests attending the Event must be notified to the Venue at least 7 working days prior to Arrival and will be reflected in the BEO. Any changes to the final number of  
46 guests attending the Event after this time will only be accepted at the sole discretion of the Venue.  
47 The chargeable amount for guests will be calculated according to the Guest Number.  
48 The Venue reserves the right to refuse to accept additional guests to those set out within the Event Agreement or, if different, the BEO.

### 5. EVENT DETAILS

- 51 Any proposed amendments to the arrangements for the Event shall be requested in writing to the Venue at least 3 working days prior to Arrival. Any such request is subject to acceptance at the  
52 sole discretion of the Venue.
- 53 The Facilities allocated by the Venue for the Event are dependent upon Guest Numbers. If either the anticipated or confirmed number of guests drops below the minimum number of guests set out  
54 in the Event Agreement or, if different, the BEO, the Venue reserves the right in its sole discretion to change the Facilities allocated to the Event,
- 55 The Event shall start and finish at the time set out in the Event Agreement or, if different, in the BEO and neither the Client, nor its guests or associated persons shall be allowed into the  
56 Facilities outside these times. If the Venue in its sole discretion allows access outside the times set out in the Event Agreement or the BEO, to the extent applicable, the Client shall be liable  
57 for additional charges.  
58 The Client shall ensure that during the Event all corridors, staircases, passageways, entrances and exits are kept entirely free from obstruction in accordance with the Venue's health and  
59 safety policies.  
60 Neither the Client nor its guests are permitted to bring any food or drink into the Venue unless agreed in writing in advance with the Venue. Any such agreement will be subject to certain  
61 disclaimers and additional charges at the sole discretion of the Venue.  
62 The Client shall pay the Venue for any food, beverages and other services requested and/or utilised by its guests during the Event and which are not provided for in the Event Agreement or in  
63 the BEO. Such additional food, beverages and services shall be invoiced to the Client by the Venue following the conclusion of the Event and such invoiced sums shall be payable within 14 days  
64 of the date of invoice.  
65 The Client shall inform the Venue in writing if any of its guests have any food allergies or food intolerances at least ten working days prior to Arrival.  
66 The Client undertakes to comply with any and all statutes or statutory instruments and the like concerning licensing and the provisions of any entertainment relevant to or provided at the Event.  
67 There shall be present throughout the Event Date a person or persons, being the Client and/or a nominated representative of the Client, who shall accept responsibility for ensuring the  
68 effective control and supervision of the Facilities and all persons therein and for compliance with these Terms and Conditions, and the name, address and status shall be communicated to the  
69 Venue at the commencement of the Event.  
70 The Client and/or its nominated representative shall remain on the Premises until the Event is finished and shall be responsible for ensuring that all guests of the Event shall vacate and be clear  
71 of the Premises at the time of termination of the Event (as set out in the Event Agreement or, if different, in the BEO).  
72 For weddings the Venue may apply additional terms and conditions which shall be incorporated into the Event Agreement and the BEO.

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- 513 The Venue operates in compliance with the Disability Discrimination Act 2005 (as amended). The Client must make known to the Venue as soon as is reasonably practicable and in writing any requirements necessary to meet the needs of disabled guests.
- 514 The Client shall obtain public liability insurance for all Events with an indemnity limit of i) not less than one million pounds (£1,000,000) for the duration of the Event where there are 250 guests/delegates or less attending the Event or ii) not less than five million pounds (£5,000,000) for the duration of the Event where there are 251 guests/delegates or more attending the Event. The Client shall provide evidence of such insurance policy four weeks in advance of the Event together (or such later date as may be agreed by the Venue in its sole discretion) with confirmation that such insurance is current and any premiums have been paid.
- 515 The Venue will maintain for the duration of the Event public liability insurance and employers' liability insurance with a reputable insurer and, upon the Client's written request, shall provide evidence of such insurance policy.

### 6. RESTRICTIONS ON USE

- 61 We reserve all Intellectual Property Rights of The Motorist and/or any of its subsidiaries and any derivations of the same and nothing in the Event Agreement or these Terms and Conditions shall be deemed to assign such Intellectual Property Rights or other rights.
- 62 If anything offered for sale or exhibited in any of the Facilities is considered by the Venue in its sole discretion to be likely to be undesirable, in breach of copyright, unsuitable or dangerous to any person or property inside or outside such Facilities, it shall on request be removed by the Client forthwith.
- 63 Except with the prior written approval of the Venue, the Client shall not permit any animal or bird to enter or remain on the Premises provided that this condition shall not apply to a guide dog accompanying a visually impaired person.
- 64 Smoking is not permitted anywhere within the Premises.

### 7. CANCELLATION BY THE CLIENT

- 71 If the Client has to cancel or postpone an Event, or part of the Event (e.g. a meal, duration of the Event or hire of Event space) or otherwise change the Event Date, cancellation charges will apply.
- 72 All cancellations must be received by the Venue in writing from the Client and will take effect from the date of receipt by the Venue.
- 73 Cancellation charges will be calculated as a percentage of RH, DDR, 24HR and F&B (as applicable) and determined by reference to the date of cancellation and the Guest Number, as shown in the table below. Cancellation charges will be applied to each day of the Event and for each relevant part of the Event being cancelled.
- 74 All cancellation charges are specified and payable inclusive of VAT and will be based upon the rates specified in the Event Agreement or in the BEO, save that if no specific rates are stated in the Event Agreement or in the BEO, the prevailing rates from time to time in force for the provisions of such services and/or products will be applied by the Venue.

APPLICABLE CANCELLATION PERIOD	GUEST NUMBER		
	50 or less	51-250	251 and more
365-274 days prior to Arrival	N/A	N/A	25% of the following charges: 90% RH 90% DDR 90% 24HR 65% F&B
273-182 days prior to Arrival	N/A	90% RH 90% DDR 90% 24HR 65% F&B	50% of the following charges: 90% RH 90% DDR 90% 24HR 65% F&B
181-91 days prior to Arrival	N/A	90% RH 90% DDR 90% 24HR 65% F&B	75% of the following charges: 90% RH 90% DDR 90% 24HR 65% F&B
90 days prior to Arrival or less	90% RH 90% DDR 90% 24HR 65% F&B	90% RH 90% DDR 90% 24HR 65% F&B	100% of the following charges: 90% RH 90% DDR 90% 24HR 65% F&B

- 75 In addition to the cancellation charges due under this Clause 8, the Client must reimburse the Venue for any expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the Event.
- 76 Any additional services set out in paragraph 3 of the Event Agreement shall be subject to cancellation charges at 100%.
- 77 Where cancellation charges are payable, the Venue shall invoice the Client for such cancellation charges at the time of cancellation and such sums invoiced shall be payable by the Client within 14 days of the date of invoice.

### 8. CANCELLATION BY THE VENUE

- 81 The Venue may cancel the booking if, at the Venue's reasonable discretion, the Event may prejudice the reputation of the Venue.
- 82 The Venue may at its sole discretion levy cancellation charges in accordance with Clause 8 in the event of any cancellation under this Clause 10.

### 9. CREDIT

- 91 Credit facilities will only be made available by the Venue to the Client subject to a satisfactory check on the Client's current credit status. A Credit Application Form is available upon request from the Venue.
- 92 The Venue reserves the right to re-check the Client's credit status at any time before the commencement of the Event and reserves the right to increase at its sole discretion the amount of any deposit paid or payable and/or of any pre-payment should there be a negative change in the Client's financial status. You expressly and irrevocably consent to the Venue conducting any such checks at its sole discretion from time to time.
- 93 On conclusion of the Event, or in the circumstances of a cancellation by the Client in accordance with Clause 8, the Venue shall tender to the Client an invoice setting out any outstanding balance due to be paid from the Client to the Venue, such sum to be paid by the Client to the Venue within 14 days of the date of invoice.
- 94 If payment of any invoice is not received within the time specified within the Event Agreement or these Terms and Conditions, We reserve the right to charge interest at the rate of 4% above the Bank of England base rate per month on the outstanding amount or a rate of interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as may be appropriate at our sole discretion.
- 95 Any payments made pursuant to the Event Agreement shall be made in full without any set-off or deduction whatsoever.

## 10. DEPOSIT AND PRE-PAYMENT

- 101 Unless otherwise agreed in the Event Agreement, a 10% deposit is payable upon signature of the Event Agreement by the Client, a further 40% is payable no later than 90 days prior to Arrival and the remaining 50% is payable no later than 30 days prior to Arrival. If the date of signature by the Client of the Event Agreement is within 30 days of Arrival, full pre-payment is payable on signature of the Event Agreement.
- 102 Any deposit paid by the Client shall be set off against any cancellation charges due under clause 8.
- 103 If credit facilities have been agreed by the Client and the Venue, then the Venue may at its sole discretion waive or reduce the requirement for deposit or pre-payment.
- 104 Should the Client fail to pay any deposit or pre-payment in accordance with Clause 12.1, the Venue may treat the booking as cancelled by the Client and levy cancellation charges as set out herein.

## 11. AGENTS AND AGENT COMMISSION

- 111 Where the Agent signs on behalf of the Client, the Agent shall procure that the Client complies with the Event Agreement and warrants that if there is a breach by the Client of the Event Agreement the Agent shall pay any relevant damages to the Venue (including cancellation and attrition fees as set out herein).
- 112 The Venue will only pay commission to those agents who are certified members of IATA, TIDS or HBAA.
- 113 Commission will only be paid to a certified agent where (a) the agent was the first to introduce the Client to us with the authority of the Client, (b) subsequent written confirmation is received by the same agent and (c) the name of the agent is specified in the Event Agreement (the "Agent").
- 114 If two or more agents are involved in the enquiry and booking process, commission will only be paid to the Agent (as named in the Event Agreement).
- 115 The Client and the Agent agree to take full responsibility for determining whether disclosure of the commission payable to the Agent is required and for making such disclosure if it is required. The Client and the Agent further agree to reimburse the Venue for any fees, costs, liabilities or expenses that the Venue incurs should any person claim disclosure was insufficient.
- 116 Commission is payable only on pre-contracted F&B, room hire and the Day Delegate Rate (each as set out in the Event Agreement) based on the lower of (i) the minimum number of guests set out in the Event Agreement, and (ii) the actual number of guests attending the Event. Commission is payable on rates exclusive of VAT and any service charge.
- 117 Commission will be paid after, and is subject to, the Event taking place and receipt by the Venue of a valid commission invoice. Notwithstanding, where the Agent signs the Event Agreement as the Client, commission will only be paid by the Venue after receipt in full of payment for the Event and a valid commission invoice submitted within six months of the last Event Date.
- 118 Commission is payable on the Event detailed in the Event Agreement to which these Terms and Conditions are enclosed.

## 12. ADVERTISING AND DECORATIONS

- 121 Posters, banners and advertisements on the Premises may only be hung or, affixed or displayed at the times and locations and in the manner agreed in advance with the Venue.
- 122 The Client shall not cause or permit any person connected with the Event to drive any nails, screws or other fixings into the walls or floors or into any furniture or fittings or do or permit to be done anything likely to cause damage to the Premises, furniture or fittings.
- 123 The Venue reserves the right in its sole discretion to remove any poster or decoration visible outside the Premises which in the opinion of the Venue is unseemly or unsightly.
- 124 Naked flames, smoke making machines, indoor fireworks and pyrotechnics will not normally be permitted in the Premises. Any applications for the use of such items shall be made in writing and it is at the sole discretion of the Venue to allow such items. Additional charges may be levied in association with any approval of such items.

## 13. FORCE MAJEURE

- 131 Neither party shall be liable for any breach of these Terms and Conditions and/or the Event Agreement directly or indirectly caused by circumstances beyond the reasonable control of that party (including, but not limited to, acts of God, shortage of commodities or supplies to be furnished by the Venue, government authority, pandemic declared in the city where the Venue is located, a material curtailment of air transportation into or out of the United Kingdom, armed conflict or terrorist attacks in the city in which the Venue is located) and which makes it illegal or impossible for that party to hold or attend the Event (as applicable), provided that a lack of funds, downturn in general economic conditions or insufficient funds shall not be regarded as a circumstance beyond that party's reasonable control ("Force Majeure Event"). Where there is a Force Majeure Event, the affected party shall deliver a written notice to the other party setting forth the basis of the Force Majeure Event within two (2) working days after being made aware of the Force Majeure Event.
- 132 The Parties acknowledge that Force Majeure is intended to apply only to acts of God which prevent the Parties from performance of their obligations under this Agreement. Where conditions do not rise to the level of a Force Majeure Event, but are such that performance can be reasonably deemed to be materially frustrated, and the impacted party exercises all reasonable care to perform their obligations under this contract, the other Party shall use commercially reasonable efforts to cooperate with the impacted Party to mitigate losses and damages relating to the other Party's failure to perform under this Agreement. For the avoidance of doubt, economic downturn and reduced economic viability of performance does not excuse performance for either Party.

## 14. GENERAL

- 141 When delivering the Event, the Venue shall comply with Applicable Law. The Parties agree that the Venue shall be entitled to make such changes to the Event in order to safeguard compliance with Applicable Law.
- 142 The Venue shall not be liable for any loss or damage to property of the Client (or any of its guests) except as set out in the Act. In no circumstances shall the Venue be liable to You in respect of any indirect or consequential losses or any loss of profits howsoever arising.
- 143 The Client shall procure that its guests shall not enter areas of the Venue which are indicated as being closed to the public. The Venue shall not be responsible for death, personal injury or loss or damage to property suffered by a guest entering such areas.
- 144 The Client shall repay to the Venue on demand the cost of reinstating or replacing any part of the Premises or any property whatsoever belonging to the Venue in or upon the Premises which shall be damaged, destroyed, stolen or removed during the Event.
- 145 Nothing in these Terms and Conditions is intended nor shall it be construed as an attempt by either party to exclude or limit any liability which cannot be excluded or limited under applicable law, including its liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.
- 146 The Venue may instruct qualified subcontractors to carry out any work on its behalf and in such circumstances it will use its reasonable endeavours to procure that such sub-contractors meet applicable statutory legal requirements.
- 147 The Venue's standard terms and conditions of use of the Facilities (as displayed at the Premises) whilst on the Premises shall apply (where applicable). The Venue reserves the right to refuse (in its absolute discretion) entry to a guest.
- 148 The Client shall at all times use its best endeavours to ensure that:
- (a) guests do not cause any property damage in the Facilities used by or on behalf of the Client and its guests during the Event or at any other time as set out in the Event Agreement or BEO; and
  - (b) the conduct of (i) it (including its agents and/or sub-contractors) and/or (ii) any entertainers hired by or on behalf of the Client or guests and/or (iii) guests, during the Event, is appropriate. For the avoidance of doubt, any statement or conduct that (in the Venue's absolute discretion) is defamatory, offensive, racist, likely to cause or stir any threatening behaviour or may bring the Venue's name into disrepute shall not be appropriate.
- 149 The Client shall at all times be liable for, indemnify and hold harmless the Venue (together with its employees, servants and agents) from and against any and all claims, liability, loss, damages, fines, costs, fees, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Venue arising out of or in connection with:
- (a) any property damage suffered by the Venue in the Facilities used by or on behalf of the Client and its guests during the Event or at any other time as set out in the Event Agreement or BEO;
  - (b) any loss or theft of, or damage to, any property of any person whilst in or upon the Facilities during the Event;
  - (c) the acts or omissions of (i) the Client (including its agents and/or sub-contractors) (ii) any entertainers hired by or on behalf of the Client or guests and/or (iii) guests, including without limitation any statement or conduct that (in the Venue's absolute discretion) is defamatory, offensive, racist, likely to cause or stir any threatening behaviour or may bring the Venue's name into disrepute;
  - (d) any claim for any duty, tax, royalty or copyright fee payable in respect of any entertainment given during the hiring period and against any infringement of any Intellectual Property Rights which may occur during the Event.
- 1410 The Client is responsible for making the appropriate security arrangements to ensure the safekeeping of all valuable equipment left in any part of the Premises. The Venue will not be held responsible for loss or damage to any such equipment however this may arise.
- 1411 Notwithstanding any other term in these Terms and Conditions, the 's aggregate liability arising out of or connected with the Event, whether for breach of contract, warranty or undertaking or under any indemnity in tort, for negligence or otherwise shall not at any time exceed the total fee for food and beverage payable pursuant to these Terms and Conditions and the Event Agreement.
- 1412 Where You directly provide us with guests' personal data, You shall ensure that You obtain the relevant consent from the guests in order that we may process and share guests' personal data (including sensitive personal data) collected directly from You in accordance with our privacy policy which can be found online at <https://www.themotorist.com/privacy-policy> or in hard copy at the Venue (upon request). In particular, we may use information we hold about guests for the purpose of service related messages before and after the Event and to keep guests informed about our services, events or special promotions.
- 1413 The Parties undertake that each will comply with all relevant obligations of the United Kingdom's Data Protection Act 2018 and any other applicable data protection and privacy legislation. The Parties agree to comply with all requirements of the Data Protection Act 2018, related to the processing of Personal Data as a Controller (the Client) and the Processor (the Venue and its affiliated entities). Furthermore, the Venue shall comply with all terms and conditions of personal data processing as published at the time of the processing and posted in the Privacy Policy found at: <https://www.themotorist.com/privacy-policy>

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- 1714 Either party shall have the right to terminate the Event Agreement and the BEO (to the extent applicable) immediately and without further notice if the other party becomes insolvent, or is adjudicated bankrupt or files a voluntary petition or pleading under any applicable bankruptcy or insolvency laws or an involuntary petition is filed with respect to the other party under any such laws, or a permanent or temporary conservator, receiver or trust for all or substantially all of the other party's property is appointed by any Court, or the other party makes an assignment for the benefit of creditors or makes a written statement to the effect that it is unable to pay its debts as they become due, or a final judgment against the other party remains unsatisfied for 30 days or longer without being discharged, vacated reversed or stayed, and where the Venue terminates under this Clause 17.13, it shall levy cancellation charges in accordance with Clause 8.
- 1715 These Terms and Conditions, the Event Agreement and the BEO (to the extent applicable) shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts. The Event Agreement does not affect any rights the Client may have under the Act where that Act applies.
- 1716 If any provision of these Terms and Conditions or the Event Agreement or the BEO (to the extent applicable) is found by any Court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Event Agreement and the remainder of such provision shall continue in full force and effect.
- 1717 These Terms and Conditions together with the Event Agreement and the BEO (to the extent applicable) constitute the entire agreement, and supersede and extinguish any previous oral or written understandings, warranties, undertakings, commitments, contracts or representations between the parties relating to the Event. Any other correspondence that the parties may use for agreeing or arranging the Event or otherwise administering these Terms and Conditions or any other part of the Event Agreement or the BEO (to the extent applicable) will be for administrative convenience only and terms and conditions included on such correspondence will have no effect and will not modify these Terms and Conditions or any other part of the Event Agreement or the BEO (to the extent applicable) (even if such correspondence states otherwise).
- 1718 In the event of a conflict between these Terms and Conditions, the Event Agreement and the BEO, these Terms and Conditions shall take precedence unless and solely to the extent the conflicting provision of the Event Agreement or the BEO specifically states that a clause or section of these Terms and Conditions shall not apply and provides an alternative provision to be read in its place. In the event of a conflict between the Event Agreement and the BEO, the BEO shall take precedence.
- 1719 Failure or delay by the Venue in enforcing or partially enforcing any provision of the Event Agreement shall not be construed as a waiver of any of its rights under the Event Agreement.
- 1720 The Client shall not assign, charge, mortgage, pledge or otherwise transfer its rights and obligations hereunder without the Venue's prior written consent.
- 1721 Any waiver by the Venue of any breach of, or any default under, any provision of the Event Agreement by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Event Agreement.
- 1722 The parties to the Event Agreement do not intend that any term of the Event Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it, other than Harrison Spinks Events Limited and its affiliates.
- 1723 All communications between the parties about the Event Agreement shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or email:

17.23.1 (in case of communications to the Venue) to its registered office or such changed address as shall be notified to the Client by the Venue; or

17.23.2 (in the case of the communications to the Client) to the registered office of the Client (if it is a company) or (in any other address set out in any document which forms part of the Event Agreement) or such other address as shall be notified to the Venue by the Client.

- 1724 Communications shall be deemed to have been received:

17.24.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank statutory and public holidays) after posting (exclusive of the day of posting); or

17.24.2 if delivered by hand, on the day of delivery; or

17.24.3 if sent by fax or e-mail on a working day prior to 4.00 pm, at the time of transmission or otherwise on the next working day.

## 1725 NOISE ABATEMENT

The Venue is mindful of the impact of its business on the environment and its neighbours and accordingly regulates noise after 11:00pm and before 07:00am (Monday to Saturday) and before 10.00am and after 6.00pm on a Sunday. Loading in or out will not be permitted after these times on any day. It is pointed out that this self regulation is to prevent a Noise Abatement Order being served to the Venue which if served is liable to further restrict the loading in and out of the building.