



West Wimbledon
Society

VENUE HIRE AGREEMENT

HIRE DETAILS

1. This Contract is made up of the following:

- (a) The Hire Details; and
- (b) The Agreed Terms below.

2. If there is any conflict or ambiguity between the terms of the documents listed in this Contract, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

3. If the Customer hires the Venue for subsequent periods or at times not specified above on terms agreed between the Supplier and the Customer (either in writing, via email or verbally) these Conditions shall apply to any such Hire Periods and to that hiring.

This Contract has been entered into on the date stated in the Hire Details.

AGREED TERMS

1. Interpretation

1.1 In this Contract, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00am to 5.00pm on any Business Day.

Charges: the charges payable by the Customer for the hire of the Venue and the supply of the Services, as set out in the Hire Details.

Contract: the contract between the Customer and the Supplier for the hire of the Venue and supply of the Services in accordance with the Hire Details, and these Venue Hire Conditions and any Schedules or documents referred to therein.

Customer: the customer identified as such in the Hire Details.

Deposit: the deposit (if any) to secure the booking, as stated in the Hire Details.

Event: the event or function for which the Customer is hiring the Venue, as specified in the Hire Details.

Hallmaster System: the online hall & booking system provided by Hallmaster Limited.

Hire Details:	the details of the relevant booking(s) contained in the Hallmaster System.
Hire Period:	the period of time agreed for the hire of the Venue as described in the Hire Details, to include any period of time to set up and clear the Venue.
Services:	the supply of catering services and consumables, and any additional services or equipment, at the Event as specified in the Hire Details.
Supplier:	West Wimbledon Society (a private members' club), whose address is Avenue Hall, Avenue Road, West Wimbledon, London SW20 0QR. The Supplier's representative is shown in the Hallmaster System.
Venue:	the public areas of Avenue Hall, Avenue Road, West Wimbledon, London SW20 0QR, excluding any offices, boiler rooms, janitor's cupboards and any other locked or non-public areas

1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to **writing** or **written** includes email.

2. Confirmation of hire

2.1 Venue bookings shall be held provisionally for 5 calendar days following initial inquiry, or if such time is not available before the date of the Event, for a maximum of 24 hours. After this time, the Supplier reserves the right to release the provisional booking without notice to the Customer.

2.2 This Contract shall come into effect on the date of the Contract. Until that time, bookings for hire will be treated as provisional.

3. Supply of services

3.1 The Supplier shall supply the Services to the Customer during the Hire Period, subject to any specific timings agreed in writing by the parties before the Event.

3.2 In supplying the Services, the Supplier shall comply with all applicable laws, statutes and regulations from time to time in force;

3.3 The Customer may bring its own caterers or bring (or permit guests to bring) any food or non-alcoholic drink into the Venue but at the Customer's sole risk. The Customer will be responsible for any such provision and will indemnify the Supplier in respect of any loss or damage occasioned as a result of the bringing of food or drink onto the Venue and its consumption. The Supplier excludes to the fullest extent permitted by law any responsibility for any such provision or consumption.

3.4 The first aid box is located in the kitchen. Fire extinguishers are located on the wall next to the notice board in the hall of the Venue and at the door leading into the kitchen. A fire blanket is stored just to the right of the gas cooker in the kitchen. The fire exit must be kept clear at all times, which is the Customer's responsibility during the Hire Periods. Children should not be allowed into the kitchen.

4. Licence and use of Venue

4.1 Subject to clause 8, the Supplier grants the Customer a right for the Hire Period to enter and use the Venue for the Event in accordance with the terms of this Contract. The Customer acknowledges that:

- 4.1.1 the Customer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Supplier and Customer by this agreement; and
 - 4.1.2 the Supplier retains control, possession and management of the Venue and the Customer has no right to exclude the Supplier from the Venue. The Supplier reserves the right to enter the Venue at all times during the Hire Period, including to supply the Services.
 - 4.1.3 The Customer acknowledges that the Supplier accepts no liability for any items stored at the Venue.
- 4.2 The Customer agrees and undertakes:
- 4.2.1 not to use the Venue other than for the Event;
 - 4.2.2 not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Supplier or to any other Customers of the Supplier, or any owner or occupier of neighbouring property;
 - 4.2.3 to comply (and ensure that its staff and agents comply) with the terms of this Contract and any instructions or notices from the Supplier, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
 - 4.2.4 to permit the Supplier if it so requires to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by guests during the Hire Period;
 - 4.2.5 not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue (fair wear and tear excepted);
 - 4.2.6 not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
 - 4.2.7 not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
 - 4.2.8 not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the Supplier, such consent not to be unreasonably withheld;
 - 4.2.9 not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Supplier;
 - 4.2.10 to use any equipment provided by the Supplier or at the Venue for its proper purpose and in accordance with any instructions provided by the Supplier regarding its use;
 - 4.2.11 to leave the Venue in a clean and tidy condition and to remove the Customer's decorations, displays and any other Customer equipment from the Venue at the end of the Hire Period;
 - 4.2.12 to ensure that there are always at least two adults present with any group of children or young people; if the Customer does not have an assistant the Customer will ensure that at least one parent remains present throughout the Hire;
 - 4.2.13 to ensure that no equipment is stored at the Venue without the prior permission of the Letting Secretary;
 - 4.2.14 to report all damages and breakages promptly to the Letting Secretary;
 - 4.2.15 to ensure that at the end of the Hire all tables and chairs are stacked as indicated to the Customer when the Venue is booked;

- 4.2.16 to ensure that should the piano be used, it is left in its correct place and the cover is replaced after use;
 - 4.2.17 to ensure that before leaving the windows and doors are closed, the heating thermostat in the Venue is switched off, taps, gas, electric sockets and light switches are turned off and the front door is locked using both the Yale and Mortice locks;
 - 4.2.18 to ensure that all keys to the Venue given to the Customer are kept safely and securely and are returned on request and in any event at the end of the last Hire Period to which these Conditions apply;
 - 4.2.19 to ensure that all guests leave the Venue within 15 minutes of the expiry of the Hire Period and for evening events, no later than 10.30pm; and
 - 4.2.20 not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Supplier, with the exception of assistance dogs within the meaning of the Equality Act 2010.
- 4.3 Car parking facilities are not available for guests.
- 4.4 The Customer shall ensure that the guests behave in a responsible and safe manner at the Event, and the Supplier reserves the right to remove or request that the Customer remove guests that do not do so from the Event and the Venue.
- 4.5 The Customer shall have 15 minutes time allowed (and more by prior agreement with the Supplier) prior to the Hire Period time commencement for setting up the Venue.

5. Guest numbers

- 5.1 The Hire Details indicate the estimated minimum and maximum number of guests attending the Event. Unless the Supplier agrees otherwise in writing, the Supplier shall not provide or be obliged to provide any staff to attend the Event or any particular equipment or other items in connection with the Hire.
- 5.2 The Customer shall not exceed the maximum number of guests confirmed to the Supplier or in default 60 number of guests (for fire safety regulations]

6. Charges and payment

- 6.1 The Customer shall pay the Charges in accordance with this clause 6.
- 6.2 The Customer shall pay the Deposit (if any), which shall be payable within 7 days of the date of the Contract/booking whichever is the later.
- 6.3 The Customer pay the Charges (less any Deposit paid), which shall be payable by the Customer no less than 5 Business Days before the Event unless otherwise agreed.
- 6.4 Any prior charges for Hire of the Venue are not binding upon the Supplier with regard to subsequent Hiring of the Venue. The Supplier may charge different rates or change the basis of charging for subsequent bookings. If the Venue is booked weekly or otherwise periodically, the charges for Hire apply to the period for which the Venue has been booked and paid for.
- 6.5 All amounts payable by the Customer exclude amounts in respect of value added tax (**VAT**) where applicable, which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable).
- 6.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 8, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of

England's base rate from time to time, but at 4% a year for any period when that base rate is at or below 0%.

6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Liability

7.1 The Customer must obtain insurance cover in respect of its own legal liability for individual claims, including Public Liability Insurance, to cover all risks to persons, property or damage to the premises. The Customer undertakes to maintain for the period of the hiring an insurance policy covering Public Liability of not less than £2 million.

7.2 The restrictions on liability in this clause 7 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

7.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

7.3.1 death or personal injury caused by negligence; and

7.3.2 fraud or fraudulent misrepresentation.

7.4 Subject to clause 7.3, the Supplier shall not be liable for:

7.4.1 the death of, or injury to, the Customer or that of the Customer's employees, contractors or any other guests or invitees to the Venue; or

7.4.2 damage or theft of any property of the Customer or that of the Customer's employees, contractors or other guests of invitees to the Venue.

7.5 Subject to clause 7.3 and clause 7.4, this clause 7.5 specifies the types of losses that are excluded: excludes specified types of loss.

7.5.1 loss of profits

7.5.2 loss of sales or business;

7.5.3 loss of agreements or contracts;

7.5.4 loss of anticipated savings;

7.5.5 loss of use or corruption of software, data or information;

7.5.6 loss of or damage to goodwill; and

7.5.7 indirect or consequential loss.

7.6 The Supplier's liability to the Customer is capped at the amount of the Charges.

7.7 Unless the Customer notifies the Supplier that it intends to make a claim in connection with this Contract within the notice period, the Supplier shall have no liability for that claim. The notice period for a claim shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the incident and shall expire 6 months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

8. Cancellation

- 8.1 The Supplier may cancel the Contract with immediate effect by giving the Customer or Customer's authorised representative notice in writing if:
- 8.1.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
 - 8.1.2 the Customer commits a material breach of any term of the Contract;
 - 8.1.3 the Customer takes or has taken against it any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part 1A Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 8.1.3;
 - 8.1.4 the Customer suspends or ceases, or threatens to suspend or cease, carrying on business;
 - 8.1.5 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
 - 8.1.6 the Customer is unable to perform its obligations in connection with the Contract pursuant to clause 10.1;
 - 8.1.7 the Supplier is required to cancel the Contract due to changes in circumstances or regulation which prevent the Event from being held or restrict it from being held as envisaged (in which case any prepaid charges for the Event(s) in question shall be refunded promptly by the Supplier).
- 8.2 The Customer may cancel the Contract by notice in writing to the Supplier or Supplier's authorised representative up to 48 hours before the Event in question (or later with the Supplier's agreement), in which case the Supplier may at its discretion allow for a rescheduling of the Event.
- 8.3 If the Contract is cancelled under clause 8.1.1, clause 8.1.2, clause 8.1.3, clause 8.1.4, clause 8.1.5 or clause 8.2, the Supplier will use reasonable endeavours to re-book the venue but reserves the right to charge a cancellation fee. Any sums already received by the Supplier (including any Deposit) under this Contract will be deducted from the cancellation fee. The cancellation fee shall be a sum equal to the Charges for the cancelled Event.
- 8.4 On completion or cancellation of the Contract for whatever reason:
- 8.4.1 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
 - 8.4.2 completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

9. Data protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

10. General

10.1 **Force majeure.** Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance shall be extended accordingly. If the period of delay or non-performance continues for 3 weeks, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.

10.2 Assignment and other dealings

10.2.1 The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.

10.2.2 The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

10.3 Confidentiality

10.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, Customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 10.3. For the purposes of this clause 10.3, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

10.3.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.3; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

10.4 Entire agreement

10.4.1 The Contract constitutes the entire agreement between the parties.

10.4.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

10.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.6 Waiver

10.6.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

10.6.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the future exercise of that or any other right or remedy.

10.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 10.7 shall not affect the validity and enforceability of the rest of the Contract.

10.8 **Notices**

10.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
- (b) sent by email to the addresses (or an address substituted in writing by the party to be served) set out on the Order Form (front cover).

10.8.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

10.8.3 This clause 10.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.9 **Third party rights.** This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.