

STANDARD CONDITIONS OF HIRE

I DEFINITIONS

“Catering Services” means the catering services which the Owner may agree to provide under the Hire Agreement.

“Centre” means The Conference Centre, Church House, Deans Yard, Westminster, London, SW1P 3NZ including all Rooms and Common Parts

“Common Parts” means the areas and amenities made available from time to time by the Owner for use in common by the Hirer and other users of the Centre including entrance halls, walkways, landings, staircases, lifts, passages and areas designated for the keeping and collecting of refuse, but not limited to them.

“Conditions” means the standard terms and conditions set out in this document.

“Deposit” means the deposit defined in Condition 4 of these Conditions.

“Function” means the event or function specified in the Hire Agreement.

“Hirer” means the person entering into the Hire Agreement with the Owner.

“Hire Agreement” means the agreement made between the Owner and the Hirer for the hire of the Rooms and the provision of the Services, incorporating these Conditions, as may be amended from time to time in accordance with these Conditions.

“Hire Charge” means the charge payable by the Hirer for the hire of the Rooms and the provision of the Services as set out in the Hire Agreement.

“Hire Period” means the period of hire specified as such in the Hire Agreement.

“Owner” means Church House Conference Centre Limited of Church House, Deans Yard, Westminster, London, SW1P 3NZ.

‘Proforma invoice’ means an invoice which purports to represent what a final invoice with all attendant details will look like.

“Rooms” means the halls and rooms at the Centre to be hired by the Hirer under the Hire Agreement or any of them.

“Services” means the services which the Owner may agree to provide under the Hire Agreement including, without limitation, the Catering Services.

“Working Day” means a day (not being a Saturday) on which clearing banks are open in the City of London for the transaction of all classes of sterling banking business.

2 APPLICATION OF TERMS

- 2.1 Subject to any variation in accordance with these Conditions, the Hire Agreement will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Hirer purports to apply under any purchase order, confirmation of order, specification or other document).

- 2.2 Each order for the hire of Rooms and/or the provisions of Services by the Hirer (whether made by telephone, facsimile transmission, e-mail or post) shall be deemed to be an offer by the Hirer for the hire of Rooms and/or the provision of Services (as the case may be) subject to these Conditions.
- 2.3 No order placed by the Hirer shall be deemed to be accepted by the Owner until a written acknowledgement of order is issued by the Owner.
- 2.4 The Hirer must ensure that the terms of its order are complete and accurate. The provisions of Condition 5 shall apply should the Hirer desire to make alterations to its order once the order has been accepted by the Owner in accordance with Condition 2.3.

3 HIRE

- 3.1 Subject to these Conditions the Owner gives the Hirer the right for the Hirer and its employees and agents and all persons duly authorised by it to use the Rooms for the Hire Period for the sole purpose of the Function and the Owner agrees to provide the Services.
- 3.2 Rooms are only available for hire on half day basis within one month of the date of the event

4 PAYMENT

- 4.1 If the permanent address or (in respect of a Company) the registered office of the Hirer is in England or Wales:
- 4.1.1 the Hirer shall subject to the provisions of Condition 4.6 pay 100% of the Room Hire Charge as a deposit (the "Deposit") within 14 days of the date of the Owner's proforma invoice for the Deposit, or at least 7 days before the start of the event, whichever comes first. Upon payment of this the Owner will issue the Hirer with a VAT invoice.
- 4.1.2 The Hirer shall then pay 100% of the remainder of the Hire Charge to cover estimated costs for catering and audio-visual services within 14 days of the date of issue of the Owner's second proforma invoice for the Deposit raised two months prior to the date of the event. Upon payment of this the Owner will issue the Hirer with a VAT invoice.
- 4.1.3 A further and final invoice will be raised within 48 hours of the end of the event for all additional services requested on the day to be paid within 14 days of issue of the invoice.
- 4.2 If the permanent address or (in respect of a Company) the registered office of the Hirer is not in England, Wales or Scotland, or if the Hirer is a new company with a short credit history, the Hirer shall pay 100% of the entire cost of the event (including the Hire Charge, audio-visual services and catering charges as a deposit (the "Deposit") within 14 days of the date of the Owner's proforma invoice for the Deposit, or a minimum of 7 days before the event, whichever is the earlier. All additional services provided during the event must be paid for on the day by either credit card or cash.
- 4.3 If the Hirer makes a booking on behalf of a government organisation, the Hirer will not require a deposit to be paid and a final invoice for the total charges will be raised and sent to the Hirer within 48 hours of the end of their event to be paid within 14 days of issue of the invoice.
- 4.4 If payment for any amount from the Hirer to the Owner under these Conditions is not made on the due date the Owner shall be entitled to charge interest on the outstanding amount at the rate of 4% above the base rate from time to time of Barclays Bank PLC from the due date until the outstanding

amount is paid in full. The Owner reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

- 4.5 If payment is made by corporate credit card, a 3.5% charge will be payable by the hirer.
- 4.6 The Hirer shall be liable for all and any charges relating to the method of payment of the Deposit and/or the remainder of the Hire Charge and any other charges which become due from the Hirer to the Owner under the Contract and/or these Conditions from time to time.
- 4.7 If the charge for the Catering Services to be provided to the Hirer as set out in the Hire Agreement exceeds £20,000 (or such other sum as shall be notified in writing to the Hirer by the Owner from time to time) then the Hirer shall pay the Owner in addition to the Deposit pursuant to Condition 4.1 such sum as is equal to 50% of the charge for such Catering Services as a deposit at least 7 Working Days prior to the commencement of the Hire Period.
- 4.8 Regarding the Catering Services, an additional charge will be made to the Hirer for the following:
- 4.8.1 use by the Hirer on Saturdays of waiters for groups of less than 50 people;
- 4.8.2 if the Hirer requires waiter service prior to 8 am on any Working Day save that no additional charge shall be made for waiters serving the breakfast range of menus where such service commences after 7.30 am; and
- 4.8.3 where the Hirer requires the serving of teas and coffees only after 5.30 pm on any day of the week for groups of less than 15 people
- 4.9 In addition a charge will be made to the Hirer for the use by the Hirer or its representatives or agents or any persons attending the Function of photocopying, telephone or facsimile services (including incoming facsimile transmissions) provided by the Owner at the Owner's standard rates from time to time details of which can be obtained by written request to the Owner.
- 4.10 Unless otherwise so stated, all sums payable under the Hire Agreement shall be exclusive of any applicable value added tax, for which the Hirer shall be additionally liable at the applicable rate from time to time.

5 VARIATIONS TO THE HIRE AGREEMENT

- 5.1 If after acceptance of the Hirer's order by the Owner in accordance with the provisions of Condition 2.3 the Hirer desires to make variations to its booking the following provisions shall apply:
- 5.1.1 the Hirer shall notify the Owner of any variations which it desires to make to the Hire Agreement in accordance with the provisions of Condition 13.4;
- 5.1.2 Variations to the number of people
- Where the Hirer desires to increase the number of people attending the Function and where the Owner accepts such a variation to the Hire Agreement in writing the Hire Charge shall be increased by such amount as is equal to the Owner's standard rates from time to time for the hire of any additional Rooms (subject to availability) and the provision of the Services in respect of the extra number of people attending the Function.
- 5.1.3 Variations to the number of Rooms required

Where the Hirer desires to increase the number of Rooms to be used by it and where the Owner accepts such a variation to the Hire Agreement in writing the Hire Charge shall be increased by such amount as is equal to the Owner's standard rates from time to time for the hire of the extra number of Rooms required by the Hirer.

Where the Hirer desires to reduce the number of Rooms to be used by it and where the Owner accepts such a variation to the Hire Agreement in writing the following provisions shall apply.

- a) Where the Owner has been able to make other arrangements for the hire of the Rooms no longer required by the Hirer the Hirer shall be liable to pay the Owner such amount as is equal to the amount payable for the reduced number of Rooms.

The Owner will use his reasonable endeavours to make other arrangements for the hire of the Rooms no longer required by the Hirer but the Hirer acknowledges and agrees that this does not mean, without limitation, that the Owner will be obliged to utilise such Rooms in preference to any other rooms and/or halls at the Centre which will be vacant during the Hire Period.

- b) Where the Owner has not been able to make other arrangements for the hire of the Rooms no longer required by the Hirer in accordance with Condition 5.1.3(a) the Hirer shall be liable to pay the Owner such amount as is equal to the amount payable for the reduced number of Rooms plus such amount as is equal to 90% of the amount which would have been payable by the Hirer for the hire of each Room which is no longer required by the Hirer.
- c) Although in the circumstances set out in Condition 5.1.3(a) the Hirer will not be liable to pay for the Rooms no longer required by the Hirer, the Hirer will be liable to pay the Owner an administration fee of £50 (or such other sum as shall be notified in writing to the Hirer by the Owner from time to time). The Hirer shall pay the said administration fee to the Owner within 30 days of the date of the Owner's invoice for the said fee.

5.1.4 Variations to the Catering Services

Where the Hirer desires to increase the scope or range of the Catering Services to be provided to it and where the Owner accepts such a variation to the Hire Agreement in writing the Hire Charge shall be increased by such amount as is equal to the Owner's standard rates from time to time for the additional Catering Services required by the Hirer.

Where the Hirer desires to reduce the number of people attending the Function by more than 20% of the number set out in the Hire Agreement and where the Owner accepts such a variation to the Hire Agreement in writing the Owner shall be entitled to charge the Hirer such amount as equal to the charge which would have been payable by the Hirer for the Catering Services in respect of the number of people attending the Function as set out in the Hire Agreement before it was varied (the "Original Catering Services Charge") less an amount equal to 20% of the Original Catering Services Charge.

- 5.2 The Hirer acknowledges that the Owner is unlikely to accept any variations to the Hire Agreement including, without limitation, in respect of the number of people attending the Function or the number of Rooms required by the Hirer or the scope and range of the Catering Services which are requested by the Hirer less than 5 Working Days prior to the commencement of the Hire Period.

6 PROVISION OF INFORMATION

- 6.1 The Hirer shall at least 5 Working Days prior to the commencement of the Hire Period provide to the owner:
- 6.1.1 a seating plan;
 - 6.1.2 a list of the names of all persons attending the Function including the Hirer's servants and agents;
 - 6.1.3 a detailed programme of the Function; and
 - 6.1.4 final numbers for the Catering Services for the Owner's approval and the Hirer agrees that no amendments shall be made to these items without the prior written consent of the Owner.

7 HIRER'S OBLIGATIONS

- 7.1 The Hirer agrees that during the Hire Period, and for any period before or after the Hire Period during which the Owner, at its discretion, grants access to the Hirer to the Centre:
- 7.1.1 it shall not install or erect any exhibitions or displays in the Rooms unless it has at least 5 Working Days prior to the Hire Period provided to the Owner full plans and details of such exhibitions and displays and the Owner has provided its express written consent to such exhibitions and displays;
 - 7.1.2 it shall not allow the number of persons in the Rooms at any time to exceed the maximum capacity notified to it by the Owner;
 - 7.1.3 it shall not distribute advertising or promotional material in relation to the Function unless such material has been previously approved in writing by the Owner;
 - 7.1.4 it shall not permit photography or video filming inside the Rooms without the prior written consent of the Owner;
 - 7.1.5 it shall not and it shall procure that no person shall fix anything to any equipment or item owned by the Owner so as to cover or obscure the Owner's name or any product, brand or business name, trade or service mark or logo owned by the Owner appearing on any such equipment or item;
 - 7.1.6 it shall procure that no person brings any food, drink or other refreshment whatsoever into the Centre unless purchased from the Centre;
 - 7.1.7 it shall procure that no person:
 - (a) fixes anything to the Rooms or Common Parts of the Centre without the prior written consent of the Owner;
 - (b) marks, soils or damages the structure or contents of the Rooms or any other part of the Centre;
 - (c) paints or constructs any object or structure inside the Rooms or any other part of the Centre (unless permitted under Condition 7.1.1);
 - (d) leaves anything in, or in any way obstructs, any stairwells or emergency exits or obstructs any notices of any emergency exits in the Centre;

- (e) fails to comply with any of the safety procedures which have been notified to the Hirer by the Owner;
 - (f) causes a nuisance to the other users of the Centre;
- 7.1.8 it shall ensure that all persons vacate the Rooms on each day at the times notified by the Owner;
- 7.1.9 it shall ensure that all persons attending the Function are registered in order that at all times whilst in the Centre there is an accurate record of who is in the building;
- 7.1.10 it shall ensure that no activity or performance that takes place during the Function shall infringe any copyright or other intellectual property rights owned by any person without their prior consent;
- 7.1.11 it is the Hirer's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by governmental and other authorities or corporations relating to the Function;
- 7.1.12 it will obtain effect and keep effective all permissions licences and permits which may from time to time be required in connection with the Function;
- 7.1.13 the Owner and its servants or agents retain the right at all times during the Hire Period to enter the Rooms;
- 7.1.14 the Owner may for any reasonable cause refuse entry to the Centre and procure the removal from the Centre of any person or thing.
- 7.2 Subject to condition 9.7.1, the Hirer agrees that it shall notify the Centre in writing with details of any items or equipment which it intends to have delivered to the Centre for the purposes of or in connection with the Function prior to the time of despatch of such items or equipment to the Centre and shall ensure that all such items or equipment are clearly and correctly labelled.
- 7.3 The Hirer agrees that at the end of the Hire Period it will advise the Owner of any damage caused to the Rooms and/or furniture and ensure that the Rooms are left in a tidy state.
- 7.4 The Hirer agrees that within 48 hours of the end of the Hire Period it shall remove from the Centre's premises anything which has been brought into the Centre (other than by the Owner) for the purposes of or in connection with the Function. The Hirer agrees that should it fail to remove any such items or equipment from the Centre's premises within 48 hours of the end of the Hire Period the Owner shall be entitled to return such items or equipment to the Hirer and the Hirer shall pay the Owner its reasonable costs for doing so. The Hirer agrees that should it fail to remove any such items or equipment from the Centre's premises after the expiry of 7 days from the end of the Hire Period the Owner shall be entitled to deal with such items or equipment as it, in its sole discretion, thinks fit.
- 7.5 Where any items or equipment are to be removed from the Centre's premises on behalf of the Hirer, the Hirer shall give the Centre's main Reception written details of:
- 7.5.1 the name and address of the Hirer;
 - 7.5.2 the items and/or equipment to be collected; and

7.5.3 the name of the firm, company or individual which or who is to collect the items/equipment.

8 OWNER'S OBLIGATIONS

- 8.1 The Owner agrees that during the Hire Period it shall ensure that the Rooms are properly heated and lit and that an electricity supply is maintained to the Rooms.
- 8.2 The Owner may make available the service of a cloakroom attendant (but shall not be obliged to do so) on written request from the Hirer to the Owner provided that such a request is received by the Owner at least 48 hours prior to the day on which the provision of the service is required by the Hirer. The Owner shall be entitled to make a charge at its standard rates, details of which can be obtained by written request to the Owner.
- 8.3 The Owner gives no warranty other than expressly agreed in writing by both parties that the Rooms are legally or physically fit for any specific purpose.
- 8.4 The Owner agrees that it shall not use or cause to be used any copyright or other intellectual property rights of the Hirer or any other third party without having obtained prior written consent from the relevant party.

9 LIABILITY AND INDEMNITY

- 9.1 The Hirer shall indemnify and keep indemnified the Owner against any loss, damage, liability, expense or costs incurred by the Owner as a result of any claim, demand or proceedings threatened or instituted against the Owner arising out of the negligence of the Hirer or its servants or agents during the use of the Rooms for the Function or any breach of the Hire Agreement and/or these Conditions.
- 9.2 The Hirer shall maintain, at its own cost, public liability insurance cover for the sum of at least five million pounds (£5,000,000) with a reputable insurance company or an underwriter of good repute at Lloyds, in respect of its liabilities pursuant to the Hire Agreement and these Conditions and shall at the Owner's request procure that the Owner's interest is noted on the policy and provide the Owner with a copy of the same, provided that where the Hirer is a publicly funded body and self-insures, subject to the Hirer providing written evidence, to the reasonable satisfaction of the Owner, of the adequacy of such self-insurance, the Owner may in its absolute discretion agree that such arrangements as the Hirer has made to self-insure are sufficient to meet the Hirer's obligations under this Condition 9.2 and the Hirer shall not be required to maintain additional insurance pursuant to this Condition.
- 9.3 Subject as expressly provided in these Conditions, and except where the Hire Agreement is made between the Owner and a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.4 Where Rooms are hired by and/or Services are supplied to a Hirer under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Hirer are not affected by these Conditions.
- 9.5 The Owner warrants to the Hirer that the hire of the Rooms and the provision of the Services will be provided with reasonable care and skill.
- 9.6 Except in respect of death or personal injury caused by the Owner's negligence, the Owner shall not be liable to the Hirer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty of common law, or under the express terms of the Hire

Agreement and/or the Conditions for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Owner, its servants or agents or otherwise) which arise out of or in connection with the hire of the Rooms or their use by the Hirer or the provision of the Services and (notwithstanding the provisions of Condition 9.5) the entire liability of the Owner under or in connection with the Hire Agreement and/or these Conditions shall not exceed the amount of the Hire Charge.

9.7 Without prejudice to the generality of Conditions 9.1 and 9.6, the Hirer shall be responsible for, and shall indemnify and hold the Owner harmless:

9.7.1 for any loss or damage, howsoever caused, to the Hirer's tools and equipment, or any tools, equipment or property belonging to any employees, agents, sub-contractors or guests of the Hirer whilst in the Centre and whether intended for use with the Function or not;

9.7.2 for any loss or damage to the Centre arising out of the Hirer's use of the Rooms or the Centre whether in connection with the Function or not including all acts and omissions of its employees, agents, subcontractors and guests whilst in the Centre;

9.7.3 from any and all claims, demands and causes of action asserted by any third party (including without limitation the Hirer's employees, agents, subcontractors or guests) for personal injury, death or loss of or damage to property resulting from the Hirer's negligence, except where such personal injury, death or loss of or damage to property is the result in whole or part of the Owner's negligence in which case the Hirer's indemnity shall be in proportion to its allocable share of joint negligence, if any.

10 TERMINATION BY THE HIRER

10.1 Subject to the provisions of this Condition 10 the Hirer shall be entitled to terminate the Hire Agreement at any time prior to the commencement of the Hire Period by giving written notice to the Owner.

10.2 If the Hirer terminates the Hire Agreement then:

10.2.1 Where the Owner has been able to make other arrangements for the hire of the Rooms, the Owner will return the Deposit to the Hirer or, in the event that the Deposit has not been paid, the Hirer will not be liable to pay the Deposit, and the Hirer will not be liable to pay the Owner the remainder of the Hire Charge, or in the event that the remainder of the Hire Charge has been paid, it will be returned to the Hirer by the Owner.

The Owner will use its reasonable endeavours to make other arrangements for the hire of the Rooms, but the Hirer acknowledges and agrees that this does not mean, without limitation, that the Owner will be obliged to utilise the Rooms in preference to any other rooms and/or halls at the Centre which will be vacant during the Hire Period.

10.2.2 Where the Owner has not been able to make other arrangements for the hire of the Rooms in accordance with Condition 10.2.1 the Owner shall be entitled to retain the Deposit and the Hirer shall be liable to pay the Owner such amount as is equal to 90% of the amount which would have been payable by the Hirer for the hire of the Rooms plus (where the Hirer terminates the Hire Agreement less than 6 days prior to the commencement of the Hire Period) 100% of the amount which would have been payable for the Catering Services less the amount which would have been payable for any beverages forming part of the Catering Services within 30 days of such termination.

10.2.3 Where the Owner has been able to make other arrangements for the hire of some but not all of the Rooms in accordance with Condition 10.2.1 then the Hirer shall be liable to pay the

Owner such amount as is equal to 90% of the amount which would have been payable by the Hirer for the hire of each Room which the Owner has not been able to make other arrangements for.

- 10.3 Notwithstanding the provisions of Condition 10.2, if the Hirer terminates the Hire Agreement less than 6 days before the commencement of the Hire Period the Hirer shall be liable to pay the Owner 100% of the amount which would have been payable for the Room Hire and Catering Services less the amount which would have been payable for any beverages forming part of the Catering Services within 30 days of such termination.
- 10.4 Although in the circumstances set out in Condition 10.2.1 the Hirer will not be liable to pay the Deposit or the remainder of the Hire Charge, the Hirer will be liable to pay the Owner an administration fee of £50 (or such other sum as shall be notified in writing to the Hirer by the Owner from time to time). The Hirer shall pay the said administration fee to the Owner within 30 days of the date of the Owner's invoice for the said fee.

Cancellation charges

Days before event	Charge
From signing contract - 7 days	If rooms <u>are not</u> re-sold – 90% of room hire less deposits paid If rooms <u>are</u> re-sold - £50 + VAT (admin fee) less deposits paid
6 – 0 days	If rooms <u>are not</u> re-sold – 100% of room hire + 100% of catering less deposits paid If rooms <u>are</u> re-sold - £50 + VAT + 100% of catering less payment for any beverages and less deposits paid

II TERMINATION BY THE OWNER

- 11.1 The Owner shall have the right to terminate the Hire Agreement immediately without affecting its accrued rights by giving notice to the Hirer if:
- 11.1.1 the Hirer defaults in the payment on its due date of any sum under or pursuant to the Hire Agreement and/or the Conditions; or
 - 11.1.2 the Hirer commits a material breach of the Hire Agreement and/or the Conditions; or
 - 11.1.3 any distress or execution is levied against any of the Hirer's assets and is not paid or discharged within 7 days; or a judgement against the Hirer remains unsatisfied for more than 7 days; or a receiver is appointed with respect to any of the Hirer's assets; or
 - 11.1.4 the Hirer, being a body corporate, enters into liquidation, calls any meeting of its creditors or has a receiver or receiver manager of all or any of its undertaking or assets appointed, or suffers the appointment or the presentation of a petition for the appointment of an

Administrator under the provisions of Part II of the Insolvency Act 1986 or is deemed by virtue of Section 123 of the Insolvency Act 1986 to be unable to pay its debts; or

11.1.5 the Hirer, being an individual, suffers an interim order (within the meaning of the Insolvency Act 1986) to be made against him or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order:

11.1.6 the Owner reasonably believes that:

- (a) the Hirer intends to use the Rooms for any purpose other than the Function; or
- (b) the Function may lead to a breach of the peace or acts of violence may occur or damage may be occasioned to the Rooms or any other part of the Centre or its contents; or
- (c) the nature of the Function or any items in its programme is such as to render it undesirable that it should take place in the Centre.

11.2 If the Hire Agreement is terminated by the Owner under Condition 11.1:

11.2.1 the Hirer shall immediately vacate the Centre and procure that all persons and things which it has caused to be in the Centre leave or are removed;

11.2.2 the Owner shall be entitled to retain all sums paid under the Hire Agreement and the Hirer shall be liable to pay the balance of the Hire Charges in accordance with the terms of the Hire Agreement and any costs incurred by the Owner in connection with the Function

11.2.3 the Hirer shall have no claim against the Owner for any loss or damage or liability incurred by the Hirer in consequence of the termination.

12 FORCE MAJEURE

12.1 Subject to condition 12.2, neither party [provided that it has complied with the provisions of Condition 12.3,] shall be liable for delay in performing or failure to perform its obligations under the Hire Agreement if that delay or failure arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control (a **Force Majeure Event**) including, but not limited to, any of the following: (a) Acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; extreme adverse weather conditions; (b) explosion or accidental damage; collapse of building structures, failure of machinery, computers or vehicles; (c) war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; pandemic; declaration of a state of emergency; nuclear, chemical or biological contamination or sonic boom or the threat of or preparation for any such events or acts; or (d) voluntary or mandatory compliance with any law (including any change in the law or interpretation of the law); non-performance by suppliers or subcontractors; and interruption or failure of a utility service, including but not limited to electric power, gas or water.

12.2 Nothing in Condition 12.1 shall operate to exclude a party from paying any sums that have already fallen due under the Hire Agreement.

12.3 Subject to the provisions of Condition 10, if the Function is prevented from taking place by reason of a Force Majeure Event, either party may terminate the Hire Agreement on giving notice to the other party in writing.

13 GENERAL

- 13.1 The Hire Agreement and these Conditions constitute the entire agreement between the Owner and the Hirer and supersede any previous agreement or understanding and shall not be varied except by a written agreement signed by the Owner and the Hirer. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 13.2 The Hirer may not assign, charge or deal in any other manner with the Hire Agreement or any of its rights or obligations under these Conditions or transfer delegate or sub-contract any of its said rights or obligations without the prior written consent of the Owner.
- 13.3 The Owner may on one or more occasions sub-contract the performance of all or part of its obligations under the Hire Agreement to any person, firm or company.
- 13.4 Any notice required or permitted to be given by either party to the other under the Hire Agreement shall be in writing and sent by post, by facsimile transmission or by email communication:
- 13.4.1 in the case of notices to the Owner, to the address set out on the front page of these Conditions or such changed address as shall be notified to the Hirer by the Owner; or
- 13.4.2 in the case of communications to the Hirer, to the registered office of the addressee (if it is a Company) or (in any other case) to any address of the Hirer set out in any document which forms part of the Contract or such other address as shall be notified to the Owner by the Hirer.
- 13.5 Notices shall be deemed to have been received:
- 13.5.1 if sent by facsimile transmission or email communication on a Working Day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 13.6 No failure or delay by either party in exercising any of its rights under the Hire Agreement shall be deemed to be a waiver of such rights and no waiver by either party of any breach of the Hire Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.7 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 13.8 The construction, validity and performance of the Hire Agreement and these Conditions shall be governed in all respects by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.