

## VENUE HIRE TERMS AND CONDITIONS

### **1. Definitions**

- 1.1 “Event” means the event which is the subject of the Event Application Form subject to any variations detailed by TBM in the Offer Letter;
- 1.2 “Event Organiser” means the legal or natural person primarily responsible for the submission to TBM of the Event Application Form;
- 1.3 “Event Application Form” means the form submitted to TBM in a layout required by TBM containing details, dates and times of the proposed activities at the Property for which TBM’s permission is sought;
- 1.4 “Fee” means a fee to be agreed in writing between TBM and the Event Organiser and to be paid with any applicable VAT by the Event Organiser to TBM as consideration for permission to hold the Event at the Property and for any ancillary services to be provided by TBM;
- 1.5 “Guests” means all persons attending the Event at the Property, whether or not with the express permission of the Event Organiser, including any employees, sub-contractors and/or agents of the Event Organiser;
- 1.6 “Property” means Borough Market, London SE1 marked in red on the attached plan or any part of the Borough Market, London SE1 as may be identified by TBM to the Event Organiser in or with the Offer Letter;
- 1.7 “TBM” means The Trustees of the Borough Market Southwark of 8 Southwark Street, London SE1 1TL

### **2. Introduction**

The terms and conditions set out in this document will apply to any contract between TBM and the Event Organiser for the holding of an Event at the Property which contract shall be formed upon the occurrence of the following events:

- 2.1 The receipt by TBM of an Event Application Form;
- 2.2 The issue by TBM of a letter or email (the “Offer Letter”) setting out the dates and times on which, and any conditions subject to which, TBM will permit the Event Organiser to enter the property of TBM for the purpose of carrying out the activities proposed by the Event Organiser in the Event Application Form, subject to any variations to such activities as are set out by TBM;
- 2.3 Acceptance by the Event Organiser of the terms of the Offer Letter which for the avoidance of doubt shall be constituted by either:
  - a) the sending of a letter or email by the Event Organiser to TBM confirming such acceptance; or
  - b) the payment to TBM by the Event Organiser of the Fee.

### **3. The Event**

- 3.1 The Event Organiser will not invite or permit more than 499 Guests to attend the Event.
- 3.2 The Event Organiser must supply to TBM at least 24 hours in advance of the commencement of the Event a list of anticipated attendees.
- 3.3 The Event Organiser, its employees and sub-contractors will be permitted to enter the Property on two occasions prior to the day of the Event for the purpose of making any operational or spatial planning investigations necessary for the smooth running of the Event, at such dates and times as shall be agreed in advance with TBM’s operations department. BM will use reasonable endeavours to answer any operational questions as the Event Organiser may reasonably ask during or following such visits.

- 3.4 Where reasonably possible, the Event Organiser must source such food and drink as it may provide at the Event from Borough Market traders.
- 3.5 If alcohol is to be served or made available at any Event, the Event Organiser must provide an appropriate number of suitably qualified and licensed security personnel.
- 3.6 TBM, its representatives, employees or agents reserve the right to:
- a) refuse entry to any persons who are in the opinion of TBM posing a safety or security risk at or in the vicinity of the Property during, immediately prior to or immediately following the Event; and
  - b) request proof of invitation or identification from each or any Guest, without which entry to the Property may be refused.
- 3.7 The Event Organiser will ensure:
- a. That it has notified local residents and businesses that the Event will be taking place at least 14 days prior to the Event;
  - b. that all Guests leave the Property quietly and that no disturbance is caused to local residents or business as a result of the departure of Guests from the Event at any time; and
  - c. that all Guests leave the Property no later than 15 minutes after the scheduled end of the Event.

#### **4. Payment of Fee**

- 4.1 The Event Organiser undertakes to pay to TBM by BACS transfer to the following bank details:

Natwest Bank Plc.  
The Trustees of the Borough Market  
Account Number: 09119760  
Sortcode: 51-50-03

on or before the earlier of:

- a. the date 30 days prior to the date of the Event; or
- b. the date which is 5 working days from the date of this Agreement

a reservation deposit of 50% of the Fee which shall be non refundable if the Event does not proceed at the Property on the agreed date(s).

- 4.2 The balance of the Fee must be paid by the Event Organiser to TBM by BACS transfer to arrive in TBM's bank account no later than 5 working days prior to the Event.

#### **5. Publicity and Media**

- 5.1 The Event Organiser will not publish, circulate or distribute any advertisement or publicity material relating to the Event or the location of the Event without obtaining the prior written approval of TBM for the form and content of such advertisement or publicity material;
- 5.2 The Event Organiser will not disclose to any third party the existence of any contract into which it enters with TBM and will not use or authorise the use of the name "Borough Market" in any publication whether electronic or in hard copy other than in connection with the production, circulation or distribution of advertising or publicity material for the Event which shall for the avoidance of doubt require TBM's consent in accordance with Clause 4.1 of this Agreement;
- 5.3 The Event Organiser will not, and will procure that each Guest will not, take any photographs or film or record the Event or any element of the Event without the prior written approval of TBM. In circumstances where such prior written approval is obtained, the Event Organiser warrants, and will procure that each Guest shall warrant, that Borough Market will not be identified by name, and that no branding which will identify Borough Market will be included, in any film footage or photographic or other record made of the Event by the Event Organiser or any Guest; and

5.4 The Event Organiser acknowledges, and shall procure the acknowledgement of all Guests, that "Borough Market" is a trademark registered in the UK and the European Community and that any use of the term "Borough Market" other than as permitted under the provisions of this agreement shall constitute an infringement of this trademark. The Event Organiser shall not and shall procure that each Guest shall not make any unauthorised use of the term "Borough Market".

## **6. Statutory Requirements**

6.1 The Event Organiser undertakes and agrees to comply with all relevant statutory requirements including but not limited to those relating to the licensing of the sale of alcohol and the obtaining of a Temporary Event Notice, health and safety, food hygiene and data protection and will procure that all of the Event Organiser's employees, sub-contractors, agents and Guests shall also comply with all relevant statutory requirements;

6.2 Without prejudice to the generality of the foregoing:

- a. If the Event Organiser requests, and TBM grants, consent for the taking of photographs of, filming or recording the Event, then the Event Organiser undertakes and agrees, and shall procure that each Guest undertakes and agrees, to obtain all necessary consents to film, take photographs of and record interviews with any Guest;
- b. If alcohol is to be served or made available at the Event, the Event Organiser will ensure that any bar staff which it employs or provides in connection with the Event have received suitable training and will not serve alcohol to persons who appear to be under the age of 21 without requesting photographic identification demonstrating that the person in question is 18 years of age or older;
- c. The Event Organiser will not publish or promote at, or in connection with the holding of, the Event, any poster, sign or literature which would encourage irresponsible alcohol consumption;
- d. The Event Organiser must provide an appropriate number of suitably qualified first aiders who shall remain in attendance throughout the Event; and
- e. The Event Organiser must provide a risk assessment to TBM prior to the Event. The Event Organiser must comply with, and must procure that each Guest complies with, any recommendations set out in such risk assessment.

## **7. Disposal of refuse**

7.1 The Event Organiser will ensure that all refuse generated by the Event and by any Guest is removed from the Property and the immediately surrounding areas within 12 hours of the end of the Event and disposed of in an environmentally responsible manner. The Event Organiser must make independent waste disposal arrangements and TBM's waste disposal facilities may not be used for this purpose.

## **8. Liability and Indemnity**

8.1 The Event Organiser undertakes and agrees, and shall procure that each Guest undertakes and agrees, that TBM shall not be liable for:

- (a) damage to or loss of any property or equipment sustained by the Event Organiser or any Guest at the Property or on any other property owned by TBM during, immediately before or immediately following the Event; or
- (b) any personal injury to or death of any Guest at the Property or on any other property owned by TBM during, immediately before or immediately following the Event.

8.2 The Event Organiser acknowledges that as between the Event Organiser and TBM it will be liable for:

- (a) any personal injury to or death of any Guest occurring during, immediately before or immediately following the Event arising out of or in connection with the Event Organiser's activities at the Property or on any other property owned by TBM or those of any Guest;
- (b) any damage to or loss of the property of the Event Organiser or of any Guest occurring during, immediately before or immediately following the Event; and
- (c) any damage to the Property or any other property owned by TBM occurring during, immediately before or immediately following the Event.

In circumstances where the Event Organiser is liable for such loss under this Clause 7.2, the Event Organiser undertakes and agrees to make good any damage to the Property, to any other property owned by TBM or to the property of the relevant Guest.

- 8.3 Nothing in these terms and conditions shall limit or exclude TBM's liability for:
- (a) death or personal injury or damage to property occurring at the Property or any other property owned by TBM during, immediately before or immediately following the Event caused by negligence on the part of TBM or its employees or agents; or
  - (b) any matter in respect of which it would be unlawful for TBM to exclude or restrict liability.
- 8.4 The Event Organiser shall indemnify TBM in respect of any claims, actions, liability, losses, costs, expenses or proceedings incurred by or against TBM arising from:
- a) any damage to the Property, or any damage to or loss of any other property owned by TBM;
  - b) any personal injury suffered by, or the death of, any Guest or any of TBM's employees, sub-contractors or agents on any property owned by TBM;
  - c) any damage to, or loss of, the property of the Event Organiser or any Guest on any property owned by TBM; or
  - d) any damage to any vehicles parked within the boundaries of the Property or on any property owned by TBM
- in each case:
- a) save where such damage, personal injury or death is caused by the negligence of TBM or TBM's employees; and
  - b) where such damage, personal injury or death occurs during, immediately before or immediately following the Event and arises out of or in connection with the Event Organiser's activities at the Property or on any property owned by TBM or those of any Guest.
- 8.5 The Event Organiser confirms that it has in place valid public liability insurance covering the Event up to a maximum of £10,000,000 (ten million pounds sterling) for any one occurrence, the certificate of which must be provided to TBM at least 5 working days prior to the Event.

## **9. Rights of Third Parties**

- 9.1 Any person who is not a party to a contract between TBM and the Event Organiser has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of such contract.

## **10. Jurisdiction**

- 10.1 These terms and conditions shall be construed in accordance with the laws of England and Wales and TBM and the Event Organiser hereby submit to the jurisdiction of the courts of England and Wales.