

# 18 clerkenwell green

wallacespace limited T/A 18 Clerkenwell Green booking terms and conditions

Thank you for choosing 18 Clerkenwell Green.

Your attention is drawn to our cancellations policy at Clause 8.

## 1. Definitions

In these Terms, unless the context requires otherwise, the following expressions shall have the following meanings:-

“Agreement”	the agreement between wallacespace and the Hirer, for the supply of the Facilities set out in the Booking request and Confirmation, in accordance with these Terms
“Booking”	the Hirer’s booking of the Facilities
“Confirmation”	the written confirmation of the Booking by wallacespace
“Data Protection Legislation”	All applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and its associated regulations) ( <b>DPA 2018</b> ); and the Privacy and Electronic Communications Regulations 2003 as amended.
“UK GDPR”	as defined in section 3(10) of the DPA 2018
“Guests”	the persons who are to attend, or do attend, the Event

“Equipment”	the tech systems and equipment supplied within the Room
“Event”	the event for which the Room is, or is to be, supplied
“Facilities”	the Room, Equipment and the Services to be provided by wallacespace for the Event
“Hirer”	the person(s) placing the Booking including a person placing the Booking for a third party
“Price”	the charges for the supply of the Facilities as set out in the Booking and Confirmation
“Room”	the room(s) at the Venue agreed to be supplied by wallacespace
“Services”	the catering, hospitality, technical and other services to be provided by wallacespace and/or QPUK
“Terms”	these terms and conditions as set out in the Booking and Confirmation
“Venue”	the building in which the Facilities and particularly the Room are located
“wallacespace”	wallacespace limited, a company incorporated and registered in England and Wales with company number 02792054

## **2. Interpretation**

1. Clause headings shall not affect the interpretation of these Terms.
2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
5. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
6. If there is an inconsistency between any of the provisions of the Booking request, Confirmation and these Terms, the Confirmation, shall prevail over these Terms and the Booking request, and these Terms shall prevail over the Booking request.

### **3. Bookings**

1. The Booking request is an offer by the Hirer to hire the Room and other Facilities for the Event, each as specified in the request in accordance with these Terms.
2. The Booking shall be deemed accepted when 18 Clerkenwell Green issues a Confirmation and this is when the Agreement comes into existence.
3. These Terms apply to the Agreement to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
4. The Hirer shall not assign, transfer, charge or deal in any other manner with any of its rights and obligations under or arising out of the Agreement without 18 Clerkenwell Green's prior written consent.
5. A person placing a Booking on behalf of a third party shall, in addition to the third party, be liable as the Hirer under this Agreement.
6. The Hirer (if more than one person) shall be jointly and severally liable in respect of their obligations in this Agreement.
7. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership, joint venture or agency between 18 Clerkenwell Green and the Hirer.

### **4. Payment**

1. At 18 Clerkenwell Green's discretion, in particular for new Hirers or for any Event commencing after 6pm at the weekend or any event where there is third party demand for the Room, wallacespace reserves the right to require payment of a non – refundable deposit of all or part of the Price immediately after Confirmation or, if required after Confirmation, on such date as 18 Clerkenwell Green's may specify. If the Hirer does not pay any required deposit by the due date, 18 Clerkenwell Green may treat the booking as having been cancelled by the Hirer. Any sums paid as a deposit shall put towards the relevant invoice when it is raised.

2. In consideration for the supply of the Facilities, the Hirer shall pay the Price to 18 Clerkenwell Green's. The Price is exclusive of value added tax (VAT) which shall be paid at the same time as payment of the relevant invoice.
3. The Price will be invoiced as soon as reasonably possible following the date of the Event, provided that for Events due to last for more than 1 week, 18 Clerkenwell Green reserves the right to invoice weekly.
4. The Hirer shall pay each invoice within 7 days of receipt, in cleared funds to a bank account nominated in writing by 18 Clerkenwell Green.
5. If the Hirer does not make any payment due to 18 Clerkenwell Green under the Agreement by the due date for payment, then:
  - a. the Hirer shall pay statutory compensation and interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, such interest to be payable on the overdue sum from the due date until actual payment, whether before or after judgment; and
  - b. 18 Clerkenwell Green may suspend the supply of any Facilities (whether under the Agreement and/or any other agreements between the parties) until payment has been made in full; and/or
  - c. 18 Clerkenwell Green may terminate the Agreement and/or any other agreements between the parties.
6. All amounts due under the Agreement from the Hirer to 18 Clerkenwell Green shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **5. Venues and Rooms**

1. For the avoidance of doubt, nothing in the Agreement will give the Hirer or any third party any right to occupy a particular Room and the Agreement is a contract for the supply of services only.
2. 18 Clerkenwell Green reserves the right to:
  - a. substitute an alternative room(s) of similar size and amenity to the Room; or
  - b. substitute an alternative room(s) at an alternative Venue if the original Venue is unavailable.

In either case, 18 Clerkenwell Green will endeavour to contact the Hirer before doing so.

3. 18 Clerkenwell Green is entitled to accommodate other events, groups and activities in other rooms at the Venue.
4. 18 Clerkenwell Green requires advance warning of any unusual activities taking place within the Room to allow for appropriate planning, including playing musical instruments, noisy activities, singing, dancing, painting and cooking. 18 Clerkenwell Green is entitled to prohibit such activities from taking place if it believes they will interfere with or disturb other hirers or may, at its discretion, exercise its rights in clause 5.2.

## **6. Durations**

1. The duration of the Event is as set out in the Confirmation and the Hirer must adhere to the agreed start and finish times. Unless otherwise agreed, the Hirer shall vacate the Room at the finish time.
2. Prior written consent is required for an extension to the Event duration, whether to commence before the agreed start time and/or end after the agreed finish time. If consent is given, 18 Clerkenwell Green may charge the Hirer a surcharge of £500 per hour per Room. If the Hirer wishes to continue the Event after 1800hrs, 18 Clerkenwell Green is entitled to adjust this rate accordingly and not adhere to any rates previously quoted or forming the Price. Prior notice to any additional surcharges will be given.

## **7. Guest numbers and data**

1. The Hirer must supply a full and accurate list of guests to 18 Clerkenwell Green at least 2 weeks before the Event and alert 18 Clerkenwell Green to any changes to that list as soon as possible.
2. If the number of Guests at the Event is fewer than that specified in the Confirmation, the Price will be unaffected.
3. If the number of actual Guests at the Event is greater than that specified in the Confirmation, wallacespace is entitled to increase the Price in line with the "per guest" charge specified in the Confirmation.
4. wallacespace reserves the right to exclude additional guests if the maximum capacity specified in the Confirmation for each Room would be exceeded.
5. The Hirer confirms and warrants that it has all the necessary consents and notices in place to enable lawful transfer of any Personal Data (as defined in the Data Protection Legislation and including any special categories of Personal Data) relating to Delegates provided to 18 Clerkenwell Green whether in the Guests list or otherwise (Guest Data).
6. 18 Clerkenwell Green shall:
  - a. in respect of the Guest Data, comply with all applicable requirements of the Data Protection Legislation;
  - b. only process the Guest Data for the purposes of the supply of the Facilities, compliance with its own security and health and safety policies, legal compliance in respect of the supply of the Facilities, and the security of the Venue, unless required by law otherwise to do so;
  - c. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Guest Data and against accidental loss or destruction of, or damage to, Guest Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
  - d. not transfer any Guest Data outside of the European Economic Area unless the prior written consent of the Hirer has been obtained.

## 8. Cancellations

1. Subject to clause 8.2, the Hirer may cancel a Booking by giving notice to wallacespace.
2. Cancellation charges will apply as set out in this clause 8. Clauses 4.3 to 4.6 (inclusive) shall apply to cancellation charges as if "Price" referred to the cancellation charges and "the date of the Event" referred to "the date when notice of cancellation is deemed to be received".
3. Cancellations are charged at the greater of £500 or the percentage of the Price as set out below:

- a. For an Event of 1 to 4 days and/or 1 to 4 Rooms (provided the Event does not commence after 6pm):

Notice period before Event start date/time	% of value of total Booking
More than 28 days	0%
More than 14 days, up to and including 28 days	30%
More than 1 week, up to and including 14 days	60%
1 week or less	100%

- b. For an Event of 5 days or more and/or 5 Rooms or more and/or £5,000 or more (provided the Event does not commence after 6pm):

Notice period before Event start date/time	% of value of total Booking
More than 8 weeks	0%
More than 6 weeks, up to and including 8 weeks	30%
More than 2 weeks, up to and including 6 weeks	60%
2 weeks or less	100%

- c. For an evening (commencing after 6pm) Event and/or for a Large Event:

If the Booking is cancelled within 10 days prior to the Event, wallacespace may invoice the full Price in its absolute discretion.

**8.4** If any events occur, at any time, which prohibit the Hirer from attending the Venue on the day of the Event, (including, but not limited to those listed in clause 9.3), the Hirer agrees to pay 18 Clerkenwell Green the cancellation charges as set out in this clause 8.

#### **9. 18 Clerkenwell Green's obligations**

1. In consideration of the Price, 18 Clerkenwell Green shall supply the Facilities to the Hirer.
2. 18 Clerkenwell Green warrants that:
  - a. it shall comply with all applicable laws, statutes and regulations from time to time in force in relation to the supply of the Facilities and operation of the Venue;
  - b. it shall provide the Services with reasonable care and skill;
  - c. the Equipment shall be in good working order; and
  - d. any goods supplied as part of the Services, including food, drinks and stationery, shall be of satisfactory quality and fit for their obvious purpose.
3. 18 Clerkenwell Green shall not be responsible for any failure to perform, delay in performance, temporary closure of a Venue, interruption or disruption to an Event or any Facilities, arising as a result of or in connection with (without limitation) mechanical breakdown, failure in electricity supply or telecommunications, flood, fire, government restriction, act of god, or any other reason outside 18 Clerkenwell Green's control. The Hirer agrees to comply with clause 8.3, and pay the Cancellation charges, if one of the events in this clause 9.3 occurs.
4. 18 Clerkenwell Green shall maintain in force, with a reputable insurance company, public liability insurance at an amount not less than £5,000,000 to cover the liabilities that may arise under or in connection with the Agreement and shall produce to the Hirer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

#### **10. Hirer's obligations**

1. The Hirer must comply with and shall procure that its officers, agents, employees and Guests comply with:
  - a. all applicable laws, statutes and regulations from time to time in force in relation to the hire and use of the Facilities and attendance at the Venue;
  - b. any health and safety regulations, and security and other reasonable requirements that apply to the Venue and/or the Room and have been communicated to the Hirer;
  - c. any instructions from any member of 18 Clerkenwell Green's staff in the event of a fire or other emergency or in respect of any other security or health and safety matters.
2. The Hirer shall not hold itself out to be connected to 18 Clerkenwell Green, nor, without the prior written consent of 18 Clerkenwell Green, use the 18 Clerkenwell Green's name or logos on any promotional or other materials.

3. The Hirer will not affix any poster, notice, placard, sign or other item to any part of the Venue or Room nor erect any display or stand unless 18 Clerkenwell Green's prior written agreement has been obtained.
4. The Hirer will be responsible for keeping proper order and for ensuring that all Delegates behave in an appropriate manner. This includes the treatment of 18 Clerkenwell Green's staff with respect, not causing damage to the Venue or Equipment, not introducing any malicious or technologically harmful material to 18 Clerkenwell Green's tech systems and not using the tech systems for any unlawful purpose. 18 Clerkenwell Green reserves the right to exclude any Guest from the Venue who does not behave in such a manner.
5. Externally purchased or produced food and drink may not be brought into the Venue for consumption. In particular, other than that supplied by 18 Clerkenwell Green's, wines, spirits or other beverages are not permitted to be brought into the Venue for consumption unless prior written consent has been given by 18 Clerkenwell Green and 18 Clerkenwell Green's "corkage" charges shall be added to, and payable with, the Price.
6. The Hirer shall indemnify 18 Clerkenwell Green up to £1,000,000 from and against all claims, demands, actions, costs, expenses, damages, penalties or proceedings arising out of or connected with any loss or theft of or damage to any property of any person at the Venue, damage to the Venue or Facilities, or any death or injury of any person at the Venue as a result of any act or omission of the Hirer or its officers, employees, agents or Guest or any other person on the Venue with the actual or implied authority of any of them.
7. The Hirer shall maintain in force, with a reputable insurance company, public liability and any other insurance at an amount not less than £2,000,000 to cover the liabilities that may arise under or in connection with the Agreement and shall produce to 18 Clerkenwell Green on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

#### **11. Pandemics/Epidemics**

Both parties accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. You [organiser] acknowledge that the pandemic/epidemics may require us to take one or more of the following measures for the safety of our staff and the safety of delegates attending the event to which this booking relates:

- (i) impose maximum guest numbers at the event;
- (ii) limit food or drink availability;
- (iii) impose specific requirements regarding personal protective equipment such as the wearing of masks;
- (iv) limit any planned entertainment for your event;
- (v) designate alternative entrance and exit routes.

In some circumstances we might consider revising your booking fee.

If we are obliged due to specific Government restrictions, to close our venue, we may offer you an alternative date for the event but if that cannot be agreed the booking will be deemed cancelled and your deposit will be returned in full with no further payment required.

If you are unable to provide the agreed Guest numbers because of infections or travel restrictions, then we will offer you either a proportionate reduced fee for the event or agree to cancel the booking and return your deposit and any additional sums already paid in accordance with our guidelines. If delegate numbers decrease below 70% of the contracted number (notified by the organiser in writing a minimum of 15 working days prior to event), we reserve the right to cancel the event.

## **12. Limitation and Exclusions of Liability**

1. Nothing in the Agreement shall limit or exclude 18 Clerkenwell Green's liability for:
  - a. death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
  - b. fraud or fraudulent misrepresentation; or
  - c. any other liability which cannot be limited or excluded by applicable law.
2. Subject to clause 12.1, 18 Clerkenwell Green shall not be liable to the Hirer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
  - a. loss of profits;
  - b. loss of sales or business;
  - c. loss of agreements or contracts;
  - d. loss of anticipated savings;
  - e. loss of use or corruption of software, data or information;
  - f. loss of or damage to goodwill; and
  - g. any indirect or consequential loss.
3. Subject to clause 12.1, 12.2 and 12.5, 18 Clerkenwell Green's total liability to the Hirer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall be limited to the part of the Price actually paid to 18 Clerkenwell Green.

4. In light of the warranties given in clause 9.2 and that the Hirer is likely to obtain benefit from the use of the Facilities in any case, the conditions implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.
5. Whilst reasonable efforts will be made to ensure that the Facilities are safe and secure, 18 Clerkenwell Green does not accept any liability for:
  - a. any loss or damage suffered by the Hirer, its officers, agents, employees and Guests caused by the acts or omissions of Guests or any other third party at the Venue;
  - b. any theft, loss or damage to the Hirer's and Guests' property;
  - c. any theft, loss or damage to the Hirer and Delegates caused by any third party using 18 Clerkenwell Green's tech systems for any unlawful purpose.

The Hirer and Delegates are responsible for keeping their property safe and secure, and should configure their own IT and use their own firewalls and virus protection software.

### **13. Termination**

1. Without affecting any other right or remedy available to it, wallacespace may terminate the Agreement with immediate effect by giving written notice to the Hirer if:
  - a. the Hirer commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 1 day after being notified to do so;
  - b. being a company or a limited liability partnership, the Hirer takes, or is subject to, any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - c. the Hirer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - d. being an individual, the Hirer dies or takes, or is subject to, any step or action in connection with his/her bankruptcy;
  - e. the Hirer's financial position deteriorates to such an extent that in the 18 Clerkenwell Green's opinion the Hirer's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
2. On termination of the Agreement for whatever reason:
  - a. the Hirer shall immediately pay to 18 Clerkenwell Green all of the 18 Clerkenwell Green's outstanding unpaid invoices and interest and, in respect of Facilities supplied but for which no invoice has been submitted, 18 Clerkenwell Green may submit an invoice, which shall be payable immediately on receipt;

- b. termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract Agreement which existed at or before the date of termination.

#### **14. Notices**

1. Any notice or other communication given to a party under or in connection with the Agreement 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:
    - i. to the Hirer at its registered office or principal place of business in the UK, or at any address provided by the Hirer for correspondence;
    - ii. to wallacespace at 22 Dukes Road, London, WC1H 9PN;
  - b. sent by fax to its main fax number; or
  - c. sent by e-mail (provided a confirmatory copy is sent by an alternative method of service):
    - i. to the Hirer at to any address provided by the Hirer for correspondence;
    - ii. to wallacespace at the address from which the Confirmation was sent.
2. A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or, if sent by fax or email on a working day, on that day, or on the next working day after transmission.
3. This clause shall not apply to the service of any proceedings or other documents in any legal action.

#### **15. Confidentiality**

1. Each party undertakes that it shall not at any time disclose to any person the terms of the Agreement or any confidential information concerning the business, affairs, customers, clients or suppliers of the other party (including, in the case of the Hirer's confidential information, the existence of and attendance at the Event) (together, Confidential Information), except as permitted by clause 15.2 and/or except where it is or becomes generally available to the public (other than as a result of its in breach of this clause 15).
2. Each party may disclose the other party's Confidential Information:
  - a. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 15; and

- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 3. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

## **16. General**

- 1. If any provision or part-provision of the Agreement 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 shall not affect the validity and enforceability of the rest of the Agreement.
- 2. No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 3. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 4. The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 5. The Agreement represents the entire agreement between 18 Clerkenwell Green and the Hirer and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 6. Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.
- 7. The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 8. The Agreement, 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.
- 9. 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 Agreement or its subject matter or formation.