

**EAST WINTERGARDEN, BANK STREET, CANARY WHARF, LONDON
E14**

CONDITIONS OF HIRE

1. Definitions:-
 - (a) "Building" means the building situated at Canary Wharf, London E14 and known as the East Wintergarden
 - (b) "East Wintergarden" means the function room which is the subject of this agreement and identified in paragraph 7 of the Booking Confirmation Form
 - (c) "Estate" means the land and water areas commonly known as Canary Wharf, London E14
 - (d) "Function" means the function referred to of the Booking Confirmation Form
 - (e) "Hirer" means the person(s), organisation or company specified in paragraph 1 of the Booking Confirmation Form
 - (f) "Manager" means the manager for the time being of the East Wintergarden
 - (g) "Management Company" means Canary Wharf Management Limited
 - (h) "Room Hire Charge" means the room hire charge specified in paragraph 12 of the Booking Confirmation Form
2. Where two or more persons are named as the Hirer, each such person shall be considered to be the Hirer and they shall be jointly and severally liable under these conditions.
3.
 - (a) The balance of the Room Hire Charge, after deduction of the 50% deposit, shall be due and payable 30 days before the date of the Function and in default of such payment by the Hirer the Management Company shall be entitled to give notice at any time thereafter cancelling this booking forthwith. In such an event Clause 7(b)(iii)(bb) and 7(b)(iv)(aa) and 7(b)(iv)(bb) shall apply as if the cancellation had been effected by the Hirer.
 - (b) In the event that the signed booking confirmation form is returned within the period of 30 days prior to the date of the Function the whole of the Room Hire Charge shall be payable with the said form and in the absence of such payment at such time (time being of the essence) there shall be no booking.
4.
 - (a) The Hirer confirms that the estimate of the number of persons specified on the Booking Confirmation Form as being expected to attend the function is accurate and will inform the Management Company forthwith in the event of any increase in the number stated.
 - (b) In the event of an increase of more than 10% in the number specified on the Booking Confirmation Form or an increase which would result in the number of expected attendees exceeding the maximum number permitted by law

(notwithstanding that such increase is less than 10% of the number specified on the Booking Confirmation Form) the Management Company may in its absolute discretion:-

- (i) cancel the booking forthwith on giving written notice to the Hirer in which case the provisions of paragraph 7(b) shall apply as if the Hirer had cancelled this booking; or
- (ii) increase the Room Hire Charge on a pro-rata basis calculated by reference to the increased number of attendees. The Hirer shall pay such additional charge to the Management Company forthwith upon demand.

5. The Hirer shall:

- (a) Be responsible for the orderly and safe conduct of the Function.
- (b) Not make or permit or suffer any alterations or additions whatsoever to or in any way damage the fittings, decorations, furnishings or contents of the East Wintergarden.
- (c) Forthwith upon demand pay to the Management Company:-
 - (i) the cost of making good to the satisfaction of the Manager any damage caused or permitted by the Hirer (or anyone acting on behalf of the Hirer) to the East Wintergarden, the Building, or to any fittings, decorations, furnishings or contents thereof (fair wear and tear to the premises excepted); and
 - (ii) the cost of any additional cleaning of the East Wintergarden or any fittings decorations furnishings or contents thereof resulting from the failure of the Hirer (or anyone acting on behalf of the Hirer) to use the East Wintergarden in a proper and reasonable manner
- (d) Ensure that all equipment and property brought in to the East Wintergarden by or for the Hirer is dismantled and removed within the period allowed for dismantling and removal and specified in paragraph 8 of the Booking Confirmation Form. In the event that all equipment and property is not dismantled and removed as aforesaid the Management Company shall have the right to dismantle, remove and (if the Hirer shall fail to remove the same from Canary Wharf within 24 hours) dispose of the same in such manner as the Management Company deems fit and the Hirer shall indemnify the Management Company forthwith upon demand for all costs fees and expenses thereby incurred. The prior consent of the Management Company shall be obtained before any chairs or tables are brought into the East Wintergarden by the Hirer or the caterer.
- (e) Ensure that all persons attending the Function vacate the East Wintergarden as soon as possible after each performance of the Function.

- (f) Ensure that prior arrangements are made with the Management Company before any deliveries or collections are made to or from the East Wintergarden and that a representative of the Hirer is present when any such delivery or collection is made.

- (g) Forthwith upon demand pay to the Management Company:-
 - (i) the cost of installing or fitting any electrical or technical equipment which may be requested by the Hirer and approved by the Management Company in writing in its absolute discretion
 - (ii) all costs incurred in the use of such equipment and the cost of supervision by any technical staff which the Management Company deems necessary or desirable
 - (iii) all costs incurred by the Management Company in the provision of security at the Function
 - (iv) all costs incurred by the Management Company in the provision of catering facilities at the Function
 - (v) any other costs incurred as a result of any request or requirement of the Hirer
- (h) Not install or use or permit to be used any electrical or technical equipment (other than the equipment referred to in paragraph 5(g)(i) hereof) without obtaining the prior written consent of the Management Company provided that in any event:-
 - (i) no equipment may be affixed to the walls, ceilings, floors or pillars within the East Wintergarden by any means
 - (ii) all electrical plans shall comply with the current (as at the date of the Function) I.E.E. Regulations and Safety Standards
 - (iii) nothing shall be done permitted or suffered by the Hirer which would obstruct any exit and gangway within the East Wintergarden or obscure the visibility of any fire exit sign
- (i) Not do or permit or suffer anything prejudicial to the insurance effected in respect of the Building or the East Wintergarden and its contents.
- (j) Permit the Management Company and any person authorised by it to visit at any time all parts of the East Wintergarden.
- (k) Comply with all reasonable regulations made by the Management Company in respect of the Building or any part thereof and the Estate and with any statutory rules or regulations or requirements imposed by any competent authority.
- (l) Not permit smoking within the East Wintergarden or any adjoining premises other than in the areas (if any) specifically designated by the Management Company as smoking areas.

- (m) Forthwith comply with any reasonable requirement or direction made or given by the Manager or other authorised representative of the Management Company who shall be at liberty to suspend or control as he may deem expedient any matter or proceedings which in his reasonable judgement is not in accordance with these conditions or incidental to the Function.
- (n) Not use or permit or suffer the East Wintergarden to be used other than for the Function and not permit or suffer admission to the public unless the same shall have been authorised of the Booking Confirmation Form or otherwise specifically approved in writing by the Management Company.
- (o) Not issue any tickets of admission except those provided or approved in writing by the Management Company nor issue or publish any poster, advertisement, prospectus, programme or other literature relating to the Function unless the proof thereof shall have been previously submitted to and approved by the Management Company in writing.
- (p) Not infringe or permit or suffer the infringement of any copyright and in any event to fully indemnify the Management Company against all and any claims of infringement of copyright that may be made against the Management Company in relation to anything done permitted or suffered by the Hirer in connection with the Function and any costs and expenses whatsoever incurred in connection therewith.
- (q) Not permit or suffer anything to be said or done in or about the East Wintergarden which is a breach of the law or defamatory or calculated or likely to lead to a breach of the peace or which may injure or tend to injure the reputation of the East Wintergarden or the Building or any part thereof or the Management Company or its servants agents or officers.
- (r) Not permit or suffer any act, performance or any publication or exhibition by film tape or otherwise which in the judgement of the Manager is of an obscene or indecent nature or which may involve danger to the public.
- (s) Not permit or suffer any unlicensed gambling or betting activities or any other unlawful activity of any nature to take place at the East Wintergarden.
- (t) Not permit the use of naked lights in any part of the East Wintergarden or the Building without obtaining the prior written consent of the Management Company and not permit any explosives, firearms, ammunition or highly inflammable spirits to be brought into or used in the East Wintergarden or the Building
- (u) Not assign or share the benefit of this agreement nor allow unauthorised users to enter into the East Wintergarden or any part thereof.
- (v) Not do anything which may cause a nuisance or annoyance or be an infringement of or occasion or render possible a forfeiture or endorsement of the licence for the sale of wine, beer and spirits or for music and dancing in respect of the premises of which the East Wintergarden forms part

- (w) Not to engage any caterer (other than the caterer approved by the Management Company) for the purposes of the Function
 - (x) The Hirer shall make the Management Company aware if alcoholic drinks are either available for purchase at the Function or tickets have been sold for the Function and the price of such tickets includes the supply of alcoholic drinks to persons attending the Function, in order that the Management Company complies with the conditions set by the terms of the liquor licence held by the Management Company for the Building.
 - (y) Pay to the Management Company interest on any sums due but unpaid at the rate of four (4) per cent per annum above the base rate for the time being of Barclays Bank Plc from and including the date on which payment was due to the date of payment
6. Subject to the performance and observance by the Hirer of its obligations under these conditions and to the payment of the fees and expenses provided for of the Booking Confirmation Form the Management Company shall:-
- (a) provide such staff equipment and services (as applicable) as are specified in Paragraphs 9, 10 and 11 of the Booking Confirmation Form
 - (b) allow the Hirer access to the East Wintergarden during the periods specified in paragraph 8 of the Booking Confirmation Form
7. (a) The Management Company may (without incurring any liability for damages) at its discretion cancel forthwith the contract with the Hirer whether before or during the holding of the Function or any performance thereof, returning any deposit and Room Hire Charge, plus VAT, paid by the Hirer (having deducted the reasonable administration costs of the Management Company) or interrupt the Function at any time:-
- (i) in the event of any damage to or destruction of the East Wintergarden or the Building; or
 - (ii) in the event of any strikes, lockouts, industrial action or shortages of labour or food supplies, or any other cause beyond the reasonable control of the Management Company which shall prevent it from performing its obligations in connection with any booking; or
 - (iii) if in the reasonable opinion of the Management Company circumstances have arisen by reason of which there is a risk that a breach of the law or the peace or a danger to the public or damage to the East Wintergarden or the Building will occur if the Function takes place; or
 - (iv) in the event of any fire alarm, fire or other emergency evacuation procedure; or

- (v) in the event that the Hirer has failed to effect insurance in accordance with paragraph 9 hereof prior to the date of the Function
- (b) The Hirer may cancel this booking on giving not less than seven days notice in writing to the Management Company which notice shall take effect on receipt by the Management Company and in the event of such cancellation:-
- (i) if cancellation occurs more than 12 months in advance the Management Company shall refund to the Hirer any deposit paid, plus VAT.
 - (ii) if cancellation occurs between 6 and 12 months in advance the Hirer shall forfeit the amount of the deposit
 - (iii) if cancellation of a booking of the East Wintergarden occurs:-
 - (aa) less than 6 months but more than 3 months in advance the Hirer shall become liable to pay forthwith to the Management Company 50% of the Room Hire Charge, credit being given for any deposit paid
 - (bb) less than 3 months in advance the Hirer shall become liable to pay forthwith to the Management Company 100% of the Room Hire Charge, credit being given for any deposit paid
 - (iv) The Hirer shall pay to the Management Company forthwith upon demand:-
 - (aa) any costs incurred by the Management Company (or for which the Management Company may become liable) relating to any orders placed by the Management Company on the instructions or at the request of the Hirer
 - (bb) the reasonable administration costs incurred by the Management Company; and
8. (a) The Management Company shall not be responsible for any loss, damage or injury which may be incurred or suffered by the hirer or any person attending the East Wintergarden in connection with the function arising from any breakdown of machinery, failure of heating, cooling or ventilation or of supply of electricity or energy, leakage of water, fire action of a competent authority or any occurrence beyond the reasonable control of the management company.
- (b) The Management Company shall not be responsible for the loss of or damage to any article of any kind brought to or left in the East Wintergarden.
- (c) The Hirer shall keep the Management Company its officers servants and agents indemnified from and against any claim arising from any act or occurrence referred to in sub-paragraphs (a) and (b) of this paragraph.

9. Unless the Management Company shall otherwise agree in writing:-
- (a) The Hirer shall effect and maintain in full force and effect comprehensive public liability insurance in the sum of not less than £5,000,000 for the whole of the period during which the Hirer enjoys access to the East Wintergarden for the purposes of the Function.
 - (b) The Hirer shall as soon as practicable after the date hereof produce to the Management Company the policy of insurance or reasonable evidence thereof together with evidence of payment of the premium therefor.
 - (c) Notwithstanding anything in these conditions to the contrary, the Hirer shall not be entitled to conduct the Function or have access to the East Wintergarden for such purpose until paragraph 9(b) has been complied with.