



Venue Hire Agreement.

Venue: Drink, Shop & Do, 9 Caledonian Road, London N19DX

Client:

Event Date:

Event Time:

Event Room(s):

Maximum Guest Attendance:

Hire Fee:

Minimum Spend:

Venue Signature:

Client Signature:

Print Name:

Print Name:

Position:

Position:

For and on behalf of (Company Name):

For and on behalf of (Company Name):

Date:

Date:

Venue Hire Terms & Conditions

1. Definitions

1.1. "DSD" means Drink, Shop & Do;

1.2. "Event" means the event which is the subject of the Venue Hire Agreement;

1.3. "Client" means the legal or natural person primarily responsible for the submission to DSD of the Venue Hire Agreement;

1.4. "Venue Hire Agreement" means the form submitted to DSD in a layout required by DSD containing details, dates and times of the proposed activities at the Venue for which DSD's permission is sought and to which DSD has agreed to;

1.5. "Fee" means a fee to be agreed in writing between DSD and the Client and to be paid with any applicable VAT by the Client to DSD as consideration for permission to hold the Event at the Venue and for any ancillary services to be provided by DSD;

1.6. "Guests" means all persons attending the Event at the Venue, whether or not with the express permission of the Client, including any employees, sub- contractors and/or agents of the Client;

1.7. "Venue" means the property and/or areas identified by DSD to the Client within the Venue Hire Agreement for the purposes of the Event;

1.8. "Duty Manager" means the employee of DSD designated to manage/ supervise the Event

1.9. "Venue Hire Fee" means all fees charged to the Client in relation to the Event

2. Booking Procedure

2.1. No booking will be deemed confirmed until DSD has received:

2.1.1. A signed copy of the Venue Hire Terms & Conditions acknowledging that the Client has accepted them.

2.1.3. The Hire fee in addition to 25% of the agreed Minimum spend as a non-refundable deposit.

2.2. The balance of all pre-orders is due 14 days prior to the Event.

2.3. All food, beverage, entertainment and activities can be included in the Client's agreed minimum spend with the exceptions noted in the menus provided to the Client. This includes, but is not limited to, Musical Bingo, Hire Fees and Discretionary Service Charge.

3. Venue Access

3.1. The Client must arrive and vacate by the agreed time, as stated on the Venue Hire Agreement. Failure to adhere to the agreed times may incur additional charges. In the event of unauthorised overrunning (after initial verbal warning from Duty Manager) the Venue withholds the right to interrupt the Event, cut the power supply and exclude hire and third parties from the Venue with or without the assistance of security. If this occurs DSD will charge additional charges to the Client accordingly.

3.2. Use of the room(s) detailed on the Venue Hire Agreement does not imply any right to use any other part of the building, for deliveries, storage or any other access except where DSD has agreed to such use. If this occurs DSD will charge additional charges to the Client accordingly.

4. Equipment, Setup & Staff

4.1. No equipment is to be delivered to the Venue without the prior agreement of DSD. DSD reserves the right to refuse the delivery of equipment if it is considered dangerous or harmful to the building and contents or to its employees, agents or guests.

4.2. All venue dressing must be freestanding i.e. not touching the fabric or

contents of the Venue.

4.3. At all times the safety of all personnel in the Venue is paramount. Other people working in the Venue (i.e. caterers, DSD staff etc.) must not be hindered in any way during the setting up and striking down of equipment

4.4. At the end of an Event, or at a time agreed by DSD in the Venue Hire Agreement subsequent to the end of an Event, the Client shall remove all equipment and effects brought to the Venue. DSD cannot accept any responsibility for equipment or other effects left at the Venue before, during or after an Event.

4.5. DSD will take appropriate measures, within its control, to supply lights and equipment in good working order. If a Technician is required to assist with sound or lighting, there may be an additional charge. DSD reserves the right to insist that their technician be present at an event and charge as appropriate.

4.6. The Client agrees to use the equipment belonging to the Venue in a safe manner and return it in good working order. Where equipment is damaged charges will be made to Client.

4.7. The Client must ensure that any wooden structures brought onto the premises are Class 1 and that all drapes and soft settings and props are fireproofed. DSD reserves the right to refuse the use of any equipment or props.

4.8. The Venue must be clear of all the Client's property and in a clean and useable condition by the time stated on the Venue Hire Agreement. Failure to comply with this may result in DSD disposing of the property and charging the Client for expenses incurred.

5. The Event

5.1. The times of the Event are set out in the Venue Hire Agreement. Bar service must finish 30 minutes prior to the end of the hire period.

5.2. The Client will not invite or permit more than the agreed number of Guests to attend the Event.

5.3. The Client must supply to DSD at least 24 hours in advance of the commencement of the Event a list of anticipated Guests in such cases where DSD has specifically requested this information.

5.4. DSD, its representatives, employees or agents reserve the right to:

a) refuse entry to any persons who are in the opinion of DSD 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.

5.5. At the time of booking the Client must appoint a Named Organiser to be the sole point of contact for the Duty Manager. The Named Organiser must remain in the Venue throughout the Event to liaise with the Duty Manager in monitoring the Event and to accomplish an orderly departure of guests.

5.6. The Client will ensure that all Guests leave the Venue 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 that all Guests leave the Venue no later than 15 minutes after the scheduled end of the Event. DSD has a strict licensing policy that requires Guests to move on from the front of the premises.

5.7. DSD has a strict policy of no re-entry after midnight. This applies regardless of whether the venue has been privately hired.

6. Right Of Entry & Good Order

6.1. The right of entry to all parts of the Venue is reserved at all times to DSD and its officials and employees and any other persons authorised by it.

6.2. The Client shall be responsible that good order is kept in the Venue and DSD reserves the right to terminate any Event not properly conducted.

6.3. The assessment of the conduct of an Event rests with the Duty Manager and s/he has full authority to act on behalf of DSD.

6.4. The Client and Guests must conduct themselves in a responsible manner with due consideration to any other Guest, Venue staff or their agents, visitors or members of the public.

6.5. The Client and their Guests must refrain from any behaviour, which would bring the Venue into disrepute or cause discomfort/ risk to others.

6.6. DSD has a strict policy regarding DSD's smoking area. There shall not be more than 6 persons at any one time gathered in the Designated Smoking Area. Prior to midnight, Guests above the allowed 6 persons must move to the additional smoking area located in the passage next to the premises. After midnight this additional area is subject to no re-entry.

6.7. The Client has an obligation to tell all Guests about these terms and conditions, to give them details and ensure they comply with them. It is a condition of the Booking that the Client accepts the terms and conditions and has made all Guests who are party to the Event aware of them. Each Guest must individually agree to comply with the terms and conditions. The Venue will enforce the terms and conditions against Guests individually where relevant.

7. Food and Beverages

7.1. The sale and/or supply of alcohol is the sole right of DSD and no exceptions to this will be given. No alcohol of whatever description or associated beverages may be brought onto the premises at any time or for any purpose except where the Venue Hire Agreement stipulates otherwise.

7.2. Any stock including beverages purchased by the Client prior to the Event and remaining after the conclusion of the Event must not be taken away after the Event. Any remaining food at the conclusion of the event may be taken with due notice to the Duty Manager.

7.3. DSD will authorise the Client to bring their own food at DSD's discretion and once the method of service and preparation of food has been assessed

7.4. The number of people for whom catering is to be provided shall be set out in the Venue Hire Agreement. DSD will endeavour to accommodate any requests for amendment to this number. Amendments may incur a fee and DSD and its contractors reserve the right to refuse any such amendments.

7.5. Only DSD staff are allowed access to the bar, kitchen & DJ areas.

7.6. All food and beverage will be subject to a discretionary 12.5% service charge. All service charge paid is distributed to the staff of DSD.

8. Event Amendments

8.1. Any changes to the times of the Event must be requested before a booking is confirmed. Extensions to hire times incur additional charges. No variation in times will be permitted once an Event has started.

8.2. DSD reserves the right to substitute food and/or drink products specified in the Venue Hire Agreement with similar products. Where possible DSD will make reasonable endeavours to inform the Client of any such changes.

8.3. DSD reserves the right to refuse any request to increase party size; if this results in a cancellation, the below cancellation policy still applies.

8.4. Any additional services requested by the Client will incur relevant fees.

8.5. Any additional services provided by DSD with or without consultation of the Client on the grounds of Health & Safety and Security will be charged to the Client.

8.6. DSD reserves the right to use their preferred suppliers or contractors for any services.

8.7. The Client will agree to a run sheet with respect to the running of the Event no less than 14 days prior to the commencement of the Event. Any amendments to this run sheet must be agreed to in writing by DSD.

9. Purpose Of The Event

9.1. The Client must fully and fairly represent the purpose for which the Venue is required. Any misrepresentation may result in cancellation of the Event at any time by DSD. Under no circumstances may the Client sub-let or further offer for hire any of the Venue booked.

9.2. Planned sponsorship of the Event must be fully disclosed prior to booking and will be allowed only with full agreement by DSD and as stipulated in the Venue Hire Agreement.

10. Publicity and Media

10.1. The Client 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 DSD for the form and content of such advertisement or publicity material;

10.2. The Client will not disclose to any third party the existence of any contract into which it enters with DSD and will not use or authorise the use of the name "Drink, Shop & Do" or any of its intellectual property 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 DSD's consent in accordance with section 10.1 of these terms and conditions;

11. Cancellations

11.1. All payments to DSD in respect of an Event are non- refundable and will be transferred to a cancellation fee in the event of a full or partial cancellation or postponement.

11.2. In the event of a full or partial cancellation of a confirmed booking by the Client any additional charges which have or will be incurred by DSD in respect of the booking will be charged to the Client.

11.3. If a confirmed booking is postponed, transfer of the deposit against

cancellation fees may be agreed at the sole discretion of DSD.

11.4. If DSD secure another booking in respect of the date of a cancelled Event up to 50% of the cancellation fee may be refunded to the Client once reasonable deductions for costs incurred by DSD have been deducted.

11.5. DSD properly and reasonably reserves the right to cancel or terminate wholly or in part any booking at any time and for any reason including, but not limited to, the following:

11.5.1. If the Client becomes bankrupt or insolvent or enters into liquidation or receivership

11.5.2. If the Client is more than 14 days in arrears in respect of payments due to the Venue in respect of previous and/or current bookings or part(s) thereof.

11.5.3. If the booking might, in DSD's reasonable opinion, prejudice the reputation of the Venue or DSD.

11.5.4. If the behaviour of the Client or Guests (whether as individuals or as a group) is deemed by the Venue to be unacceptable. Partial termination could result in a number of Guests being asked to leave the Venue.

11.5.5. If the activity of the Client or Guests (whether as individuals or as a group) breaches Fire/Health and Safety or any legislation in any way or deemed unsafe for staff, performers or public.

11.5.6. Any such amendment/cancellation/termination shall be without prejudice to any right of action of the Venue or DSD in respect of non-payment or any breach of the terms and conditions.

11.6. Force majeure: If, due to an event beyond its control, DSD is (in its opinion) unable wholly or substantially to perform its obligations to a Client, the Venue will promptly notify the Client accordingly and will refund any relevant deposit and/or other pre payment paid to it in respect of the Booking, to the Client.

12. Client's Responsibility

DRINK, SHOP & DO, 9 Caledonian Road, N1 9DX
VAT number: 103752248 Company Registration: 72205721612

12.1. The Client will be held responsible and liable and must indemnify DSD in respect of any damage, theft and loss caused to the Venue and its contents by the Client, its employees, its contactors or by any other person on the premises by reason of the purposes of the Event howsoever and by whomsoever caused. The Client's responsibility does not extend to employees of DSD or to contractors appointed by DSD to assist at the Event.

13. Liability and Indemnity

13.1. To the fullest extent permitted by law DSD shall not be liable for: Any loss or damage to property of the Client or their Guests. Any inconvenience or loss caused to any party as a result of cancellation or termination under section 11. The Venue does not exclude or limit its liability for death or personal injury caused due to its negligence.

13.2. Appropriate insurance cover should be obtained by the Client to indemnify the Venue against claims, which may be made against it in respect of loss, or damage that the Venue may suffer. Such insurance should also cover the risk of bodily injury or death to the Client, Guests, their servants, contractors, agents or licensees and members of the group or any third parties. This excludes any such loss, damage, injury, or death as may be caused by the act, default or negligence of DSD.

13.3. The Client will conduct a risk assessment in respect of their event and will provide to DSD, on request, full details of this risk assessment. A risk assessment template can be emailed to you on request.

13.4. If insurance is deemed necessary the Client will provide to DSD on request full details of any insurance obtained.

13.5. The Client and their Guests are responsible for any willful or negligent loss and/or damage to Venue furniture and equipment. Any costs of making good any damage will be charged to the Client.

13.6. Any costs incurred by DSD due to failure by the Client to adhere to the Terms and Conditions of Venue Hire or the Venue Hire Agreement – including but not limited to: overrunning of the event, requirement for extra staff, requirement for security personnel, requirement of additional cutlery, crockery, glassware, furniture etc – will be invoiced to the Client.

13.7. All furniture and equipment including cutlery, crockery, and glassware has been inventoried and may not be transferred between rooms/areas

without prior agreement of the Venue.

13.8. Rules, regulations, technical advice or other requests reasonable made during the running of an event by Duty Manager or Venue staff should be adhered to.

I have read and agreed to the Terms & Conditions

Signature:

Print Name:

Position:

For and on behalf of (Company Name):

Date:

**THESE TERMS AND CONDITIONS CANNOT BE MODIFIED IN ANY MANNER
WITHOUT THE PRIOR APPROVAL OF DSD**

.....