

BH Live Standard Terms & Conditions for Hire and Supply of Services

STANDARD TERMS AND CONDITIONS OF HIRE AND SUPPLY OF SERVICES

1 Interpretation

- 1.1 In these terms and conditions the definitions set out in the Appendix shall apply.
- 1.2 Any terms defined in the Customer Order Form shall have the same meaning in these Terms unless the context requires otherwise.
- 1.3 References to "including" or "includes" shall be deemed to have the words "without limitation" inserted after them.
- 1.4 A reference to a statute, statutory body 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 under that statute or statutory provision, as amended or re-enacted.
- 1.5 The schedules to the Contract, together with any documents referred to in them and the Customer Order Form, form an integral part of the Contract and any reference to the Contract means the Contract together with any schedules and all documents referred to in them, and such amendments in writing as may subsequently be agreed by the parties.
- 1.6 If any conflict arises between these Terms and any provision of any schedule of the Contract, or the Customer Order Form these Terms shall prevail.

2 Basis of the Contract

- 2.1 The Customer Order Form constitutes an offer by the Customer to purchase the Services in accordance with these Terms.
- 2.2 The offer shall only be deemed to be accepted when BH Live signs the Customer Order Form at which point and on which date the Contract shall come into existence (Effective Date).
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of BH Live which is not set out in the Contract.
- 2.4 The Contract once entered into can only be varied in accordance with the provisions of clause 32. BH Live will not be obliged to accept any request to vary the Contract which would require the reduction of the Hire Area or the Hire Period.
- 2.5 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation given by BH Live shall not constitute an offer, and is only valid for the period specified.
- 2.7 The Hire Period is inclusive of the setting-up, cleaning and clearing of any equipment or facility in relation to the booking of the Venue.
- 2.8 If the Customer wants to extend the Hire Period, prior written permission of BH Live must be obtained at least seven (7) days' before the end of the Hire Period.
- 2.9 BH Live may subcontract the provision of any of the Services to a third party.

3 BH Live's obligations

- 3.1 BH Live shall use reasonable endeavours supply to the Services to the Customer in accordance with the Customer Order Form.
- 3.2 BH Live warrants to the Customer that the Services will be provided using reasonable care and skill and using the resources which BH Live considers appropriate to the Event.
- 3.3 BH Live shall use reasonable endeavours to provide the Customer with BH Live's Equipment.
- 3.4 BH Live shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and BH Live shall notify the Customer in any such event.
- 3.5 BH will ensure that the Venue is supplied with heating, lighting and ventilation which BH Live considers is a reasonable amount for consumption by the Customer during the Hire Period and this will be included in the Hire Charge and provided for in the Customer Order Form.
- 3.6 BH Live will provide security staff, customer assistants, plus the services of a duty operations manager during the Hire Period at a level which BH Live considers appropriate to the Event. Security staff and operations management may not be exclusively available for the Event due to other Venue responsibilities. All security staff will hold a current door supervisor's licence and therefore be registered with the Security Industry Authority.
- 3.7 BH Live reserves the right to make a charge for electrical consumption in the Hire Area where any part of the Hire Area is used for an exhibition, media area or for commercial gain in which case all electricity supplies will be provided to the Customer by BH Live at a cost as per the charges specified in the Customer Order Form. Charges will be separately metered where this is practical to do so or will be calculated by BH Live as a pro rata amount which is equivalent to the amount of space of the Hire Area as a proportion of the total space of the Venue.

4 Rights of BH Live in respect of the Hire Area

- 4.1 BH Live licenses the Customer to use the Hire Area solely for the purpose of the Event as specified in the Customer Order Form and subject to these Terms.
- 4.2 BH Live reserves the right:
- 4.2.1 to enter and view the Hire Area at any time during the Hire Period;
 - 4.2.2 at its discretion to refuse admission to or to remove from the Hire Area and/or Venue any person who in its sole opinion is disorderly or objectionable;
 - 4.2.3 at its discretion to refuse to permit anything to be brought into or to require anything to be removed from the Venue; and
 - 4.2.4 to permit others to enter the Venue and/or to retain use for itself or to hire to third parties areas of the Venue other than the Hire Area during the Hire Period unless the Contract with the Customer is exclusive and is specified as such in the Customer Order Form.
- 4.3 If any amounts which are due to be paid prior to the Event and are owing to BH Live, including without limitation the cost of providing electrical mains connections, BH Live shall be entitled to refuse the Customer entry to the Hire Area until payment of all outstanding amounts has been made in full.
- 4.4 BH Live may remove, store or sell any property left by the Customer or any other person in or upon any part of the Hire Area after the end of the Hire Period and the provisions of clause 12.10 shall apply in respects of any costs incurred by BH Live in respect of such removal and storage.

5 Customer's obligations

- 5.1 The Customer shall:
- 5.1.1 ensure that the terms of the Customer Order Form are complete and accurate;
 - 5.1.2 co-operate with BH Live in all matters relating to the Services;
 - 5.1.3 comply with any directions given by BH Live's staff and in particular in relation to emergency call outs;
 - 5.1.4 be responsible for ensuring that BH Live's Equipment and the Customer's Equipment is sufficient for the requirements of the Event;
 - 5.1.5 provide BH Live, in a timely manner, with such information and materials as BH Live may require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - 5.1.6 ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;
 - 5.1.7 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the BH Live's Equipment and the use of the Customer's Equipment insofar as such licences, consents and legislation relate to the Event in all cases before the date on which the Services are to start; and

5.1.8 use a contractor approved by BH Live to carry out any electrical installations and take all reasonable steps to ensure that the contractor complies with current regulatory requirements in respect of electrical installations. The Customer shall on request procure that a copy of any approval or certificate in respect of the contractor is provided to BH Live.

5.2 The Customer shall, in respect of the Hire Area and the Venue:

- 5.2.1 ensure that all passages and gangways and all corridors, staircases, exits and emergency doors of the Hire Area shall at all times be kept clear of obstructions and free from queues;
- 5.2.2 not interfere with, damage or misuse any equipment, fabric, fixtures/fittings or decorations at the Hire Area;
- 5.2.3 remove the Customer's Equipment at the end of the Hire Period;
- 5.2.4 keep the Hire Area during the Hire Period and leave the same at the end of the Hire Period clean and tidy, undamaged and free of rubbish;
- 5.2.5 not paint or use permanent adhesives on stand or display or flooring within the Venue without the prior approval of BH Live;
- 5.2.6 not use the Hire Area in such a manner so as to cause nuisance, annoyance or inconvenience to BH Live and/or users of the Venue;
- 5.2.7 not park or permit any vehicle to be parked in the grounds of the Venue in such a way that it causes an obstruction and to use only the areas designated by BH Live for the purposes of unloading and loading (specific loading details are available from the Venue);
- 5.2.8 as specified in the Customer Order Form to pay for any attendance of the police or fire service, paramedics or appropriate first aid cover as the BH Live shall consider necessary for the proper conduct of the Event, the regulation of traffic in connection therewith or the protection of BH Live's property;
- 5.2.9 not move any of the Venue's decorative plant displays from their permanent positions. Any decorative plant displays required by the Customer can be ordered through the Venue's recommended floral supplier and will be charged to the Customer at the rate in force during the Hire Period; and
- 5.2.10 where the Hire Area is carpeted specifically for the Event, be responsible for the cost of removing any glue residue or tape on the floor following the carpet removal by BH Live's cleaning team.

5.3 If BH Live is not satisfied with the condition of the Hire Area, the Venue or BH Live's Equipment, fabric, fixtures/fittings or decorations at the expiration of the Hire Period, the Customer will be charged by BH Live for the cost of cleaning or restoring to the condition in which it was at the commencement of the Hire Period.

5.4 During the Hire Period the Customer may, at its own risk, leave the Customer's Equipment in the Hire Area.

5.5 The use of equipment to take and record images at the Event by or at the request of the Customer is prohibited throughout the Venue unless a permit to operate such equipment has been issued by BH Live. BH Live may at any time revoke such permits.

5.6 If the Event for which the Customer is hiring the Venue and/or the Activities for which the Hire Area is being used is instructing and/or supervising children or vulnerable adults or the Customer is providing crèche facilities at the Venue in connection with the Event the Customer shall be responsible for ensuring that it or its chosen provider is Ofsted registered and compliant, has valid Disclosure and Barring Service (formerly Criminal Records Bureau) certificates together with such checks and certificates required by the relevant national governing body in relation to the activity carried out and the Customer shall have a safeguarding children policy a copy of which shall be produced to BH Live on request.

5.7 If the Customer provides crèche facilities it shall be responsible for ensuring that all waste is properly disposed of in accordance with the Environmental Protection Act 1990 and the Customer shall be responsible for all costs associated with disposal. If the Customer fails to dispose of all waste in accordance with the above then the waste will be disposed of by BH Live and charged to the Customer.

5.8 The Customer shall ensure that the Maximum Attendance Numbers are not exceeded. Where BH Live determines that there may be a safety risk BH Live may require people in excess of the Maximum Attendance Number to leave the Venue.

5.9 The Customer shall not sell or supply in any way to the visitors to the Event or other users of the Venue any goods or services of any description including food and beverages whatsoever except where such sale or supply is in connection with the Event and is with the written approval of BH Live.

6 Use of Equipment

6.1 The Customer shall not bring any equipment, plant, decorative display or exhibition materials into the Venue without prior written consent of BH Live and without previously seeking advice, recommendation or instructions from the Fire Authority and duly complying with the same.

6.2 If the Customer wishes to use any form of naked flame, liquid petroleum gas (LPG) or pyrotechnics the Customer shall supply the following information in writing to BH Live not less than thirty (30) Business Days before the commencement of the Hire Period for prior written approval:

- 6.2.1 appropriate in date Competent Authority Document issued by the Health and Safety Executive licence for where applicable;
- 6.2.2 risk Assessment for the storage and operation;
- 6.2.3 method statement;
- 6.2.4 pyrotechnics effect list;
- 6.2.5 stage plan;
- 6.2.6 safety data sheets; and
- 6.2.7 details of the suitably qualified, competent Gas Safe registered personnel responsible for supplying the appropriate safety certificates upon installation and disconnection to be given to the Venue health and safety adviser prior to the approval of LPG use in the Venue.

6.3 BH Live may request a test fire of all pyrotechnics prior to the commencement of an Event and in the interest of safety has the statutory obligation and right to refuse pyrotechnics/naked flames and LPG in the Hire Area and/or Venue.

6.4 The Customer shall provide BH Live with documentation relating to the fire retardancy of drapes, stage sets, shell scheme panelling and any other relevant combustible items to be used during the Hire Period. BH Live reserves the right to test through practical means the flame retardancy of said items.

6.5 In the event of the Customer requiring banners to be hung inside or outside the Venue by BH Live staff then this will be charged to the Customer at the rate in force during the Hire Period. Banners may only be displayed in specific positions both inside and outside of the Venue, at the discretion of BH Live.

7 Technical Services

7.1 BH Live will provide a number of technicians as set out on the Customer Order Form to assist the Customer to interface with the Venue technical equipment, to oversee the use of the in-house technical facilities and to assist with the operation of the sound and/or lighting to the Customer's requirements (which include the Hire Area's sound, lighting, staging and rigging/hanging points).

7.2 Any additional technicians (including without limitation any additional technicians, follow spot operators or technicians to be hired by the Customer due to the complexity of the Event) will be charged to the Customer at the rate in force during the Hire Period. If the Customer cancels any pre-booked additional technical staff less than forty-eight (48) hours prior to the commencement of the Hire Period, BH Live will charge the Customer accordingly.

8 Rigging and Rigging Points

8.1 The Customer must comply with BH Live's rigging policy and Permit to Work. Details will be supplied by BH Live during the Event planning process.

8.2 Rigging plots should be submitted to BH Live for structural clearance no less than thirty (30) days prior to the Event. This will ensure a Safe Working Load (SWL) can be reached for any proposed rigging plan.

8.3 If BH Live requires advice from a structural engineer, this will be obtained by BH Live and charged to the Customer.

8.4 The Customer must ensure that all items rigged are in date for testing and marked accordingly with their SWL by an approved lifting engineer and have appropriate safety lines. The Customer must be able to produce any test certificates for their rigging equipment. Any load suspended over the public must have secondary safeties fitted.

8.5 BH Live has a duty of care to ensure that all rigging and rigged equipment is safe and BH Live's duty technical manager has sole discretion to permit or prevent the use of any suspended load.

9 Health and Safety

9.1 The Customer must provide BH Live with a written statement of its Health & Safety Policy and any risk assessments and method statements relating to the use of or in connection with the Event and proposed use of the Venue no later than thirty (30) days prior to the start of the Hire Period.

9.2 The Customer shall comply with the health and safety policy for the Venue and BH Live's policies and Event documentation which will be supplied by BH Live prior to the start of the Hire Period. It is the responsibility of the Customer to ensure that it and where appropriate those persons attending the Venue during the Hire Period are aware of and comply with the following:

9.2.1 fire and emergency evacuation procedures;

9.2.2 location of the assembly areas;

9.2.3 location of the nearest fire fighting equipment, break glass call point, safe evacuation route and fire exits; and

9.2.4 Venue Permits to Work in designated hazardous areas and for specific tasks which will be issued when required and on day of request.

9.3 The Customer shall be required to conduct a health and safety/security briefing with BH Live's authorised representative prior to the start of the Hire Period.

10 Event Details

10.1 The Customer shall provide the Event details including a full daily timetable to BH Live in writing no less than fifteen (15) Business Days before the commencement of the Hire Period.

11 Access

11.1 The Hire Area shall usually be available to the Customer from 08:00 hours to 24:00 hours daily. The Hire Area can be made available outside of these hours at the cost as set out in BH Live's published price list at the date of the Event.

11.2 The Customer shall only be allowed access to the roof space if they are competent technical personnel, have obtained the prior written agreement from BH Live and comply with the Venue's Permit to Work, which is available upon request at the Venue. Any damage caused by the Customer to the roof space will be charged to the Customer.

11.3 Vehicular access to and into the Venue must be approved in writing by BH Live prior to the Hire Period.

12 Charges and Payment

12.1 In consideration of the provision of the Services by BH Live, the Customer shall pay BH Live the Hire Charge and all other payments set out in the Customer Order Form. The cost of utilities (electricity and water) where this is provided by BH Live will be at the metered or pro-rata amount and shall be paid in addition to the Hire Charge. BH Live shall invoice the Customer for any amounts payable by the Customer to reimburse BH Live in accordance with the Customer's indemnity in clause 14.1.

12.2 The Hire Charge and all other payments stated in Customer Order Form are exclusive of value added tax, which shall be added to BH Live's invoice(s) at the appropriate rate in force at the date of such invoice. The basis on which the Hire Charge is calculated is set out in the Customer Order form and is based on the information provided by the Customer at the Effective Date when booking the Venue. Any request to change the Hire Area shall be made in accordance with clause 32 and any such change may result in an increase in the Hire Charge but will not automatically result in a decrease in the Hire Charge if the Hire Area is reduced from that specification in the Customer Order Form at the Effective Date. The Hire Charge will only be re-negotiated by BH Live with any agent appointed by the Customer after the Effective Date at BH Live's discretion in which case the Hire Charge may then be varied by agreement.

12.3 In the event of the Customer failing to vacate the Hire Area and/or the Venue at the end of the Hire Period the Customer shall pay to BH Live on demand an amount equal to the standard current rate which BH Live charges at the time of occupation for each hour or part of an hour during which the Hire Area and/or Venue continues to be occupied by the Customer.

12.4 If BH Live is liable to any subsequent customer for any costs incurred which are incurred as a result of the Customer's failure to vacate (including legal expenses) the Customer shall indemnify BH Live fully for any costs or loss and for any legal expenses incurred.

12.5 Invoices shall be due and payable in full thirty (30) days from the date of BH Live's invoice in respect of all payments including any deposit as specified in the Customer Order Form.

12.6 If the Customer is required by law or regulation to make any deduction or withholding on account of tax or otherwise on any sum payable under the Contract, the amount payable to BH Live by the Customer will be increased by the amount of that deduction or withholding to ensure that BH Live receives a sum equal to the amount to be paid under the Contract.

12.7 If any invoice has not been paid in full by its due date, then BH Live may:

12.7.1 claim interest on the amount due at two per cent (2%) above the Bank of England base rate for the period of which payment is outstanding. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and/or

12.7.2 refuse access to the Hire Area and/or Venue and suspend the provision of the Services or cancel any subsequent bookings of any Hire Areas at any Venue until such time as such invoice has been settled in full.

12.8 BH Live is not obliged to carry out any work or provide any services except as specifically stated in the Contract. BH Live reserves the right to charge the Customer, and the Customer will pay BH Live a reasonable charge for, any additional work done, work to be done, services provided or services to be provided for the Customer in addition to the Services.

12.9 The Customer agrees that BH Live is entitled to recover from the Customer on demand on a full indemnity basis all costs and expenses (both before as well as after judgment) as are incurred by BH Live in connection with BH Live effecting collection of any amounts owing to BH Live and/or any non-payment of any invoice.

12.10 BH Live may at any time, without limiting its other rights or remedies:

12.10.1 set off any amount owing to it by the Customer against any amount payable by BH Live to the Customer;

12.10.2 have the right to remove or exercise a lien over or sell any of the Customer's Equipment which is left at the Venue at the end of the Hire Period or on termination of the Contract and to charge the Customer the reasonable costs incurred by BH Live in the storage or disposal of the same; and

12.10.3 to set off any amount realised from any sale of the Customer's Equipment against any amount owing to it by the Customer.

13 Limitation of Liability

13.1 Nothing in the Contract limits or excludes either Party's liability for:

13.1.1 death or personal injury caused by its negligence;

13.1.2 fraud or fraudulent misrepresentation;

13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

13.1.4 any other liability that cannot be limited or excluded by law.

13.2 Subject to clause 13.1, neither Party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in

connection with the Contract for:

- 13.2.1 loss, theft or damage to any personal property; or
- 13.2.2 loss or damage which may result from the use of BH Live's car parking facilities and the Customer shall ensure that contractors and visitors to the Venue are made aware of this exclusion.

13.3 Subject to clause 13.1 BH Live shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract including, but not limited to:

- 13.3.1 loss of profits;
- 13.3.2 loss of sales or business;
- 13.3.3 loss of agreements or contracts;
- 13.3.4 loss of anticipated savings;
- 13.3.5 loss of or damage to goodwill; or
- 13.3.6 loss of use or corruption of software, data or information

13.4 BH Live's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the amount of the Hire Charge.

13.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

14 Customer's Liability, Indemnity and Insurance

14.1 The Customer will indemnify BH Live in respect of all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by BH Live in respect of any cost incurred or loss or damage arising under common law or statute or any of its agents, sub-contractors or employees arising out of or in connection with:

- 14.1.1 the negligence of the Customer, its employees or agents breach or negligent performance or non-performance of the Contract;
- 14.1.2 the enforcement of this Contract;
- 14.1.3 any claim made against BH Live for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with any rights granted to BH Live by the Customer in connection with an Event under clause 20.4;
- 14.1.4 any claim made against BH Live by a third party arising out of or in connection with the provision of the Services or use of the Venue, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Customer, its employees, agents or subcontractors;
- 14.1.5 any claim made against BH Live by a third party for death, personal injury or damage to property arising out of or in connection with defective goods, to the extent that the defect in the goods is attributable to the acts or omissions of the Customer, its employees, agents or subcontractors;
- 14.1.6 costs incurred by BH Live under this Contract or otherwise at the Customer's request and invoiced to the Customer's contractor where these remain unpaid; or
- 14.1.7 costs incurred by BH Live to ensure that the Event complies with all necessary licences consents and all relevant legislation including without limitation where the Customer is in breach of any of clauses 5.1.7, 5.2.8, 12.8 or 26.

14.2 Notwithstanding the provisions of clause 14.1 Customer shall reimburse BH Live on written demand for any costs or losses sustained or incurred by BH Live arising from the Customer Default including, without limitation any costs, including in respect of any legal claim and legal expenses incurred in relation to any subsequent customer being unable to enter the Venue or the Hire Area.

14.3 The Customer will take out and maintain an appropriate insurance policy with reputable insurers for such amounts as is necessary to cover any liability arising under this Contract including without limitation:

- 14.3.1 public liability insurance with cover of not less than £2 million, £5 million or £10 million (for a single Event or series of related Events in a single calendar year) as specified on the Customer Order Form; and
- 14.3.2 the cancellation of the Event whether by reason of a Force Majeure Event under clause 16.2 or by the Customer in respect of the Customer's liability to pay cancellation charges under clause 17.

14.4 The Customer shall produce evidence of the relevant insurances to meet its obligations under clause 14.3.1 to BH Live before the commencement of the Hire Period.

15 Force Majeure Event

15.1 If BH Live is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, BH Live shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

15.2 BH Live shall:

- 15.2.1 having regard to the nature of the Force Majeure Event and the date of the commencement of the Hire Period and at BH Live's discretion, notify the Customer of the Force Majeure Event, the date on which it started, it's likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
- 15.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15.3 If BH Live reasonably considers that the Force Majeure Event will prevent BH Live from providing any of the Services BH Live shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

16 Suspension or Termination by BH Live

16.1 If BH Live's performance of any of its obligations under the Contract is prevented or delayed by any Customer Default BH Live shall, without limiting its other rights or remedies, on giving notice to the Customer (which shall be effective from the time and date given but which shall be confirmed by written notice as soon as reasonably practicable) have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays BH Live's performance of any of its obligations.

16.2 BH Live may, at any time, cancel or postpone the whole or any part of the Contract including without limitation by reason of a Force Majeure Event. BH Live shall use reasonable efforts, but shall not be obliged, to re-locate or make other arrangements for the Customer to minimise the effect of such cancellation or postponements of the Event.

16.3 Without limitation to the circumstances in which the parties may terminate this Contract under clause 18 BH Live may suspend or terminate the Contract by written notice immediately without any liability for any loss or damage if:

- 16.3.1 in the opinion of BH Live the Event and/or the purpose for which the Hire Area is to be used is one which is likely to lead to a breach of the peace, cause religious offence, offend public decency or cause a breach of the provisions of clause 26; or
- 16.3.2 the Customer intends to use the Hire Area for any purpose other than the Event specified in the Customer Order Form.
- 16.3.3 the Customer becomes subject to any of the events listed in clause 18.1.4 or BH Live reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

17 Cancellation by Customer

- 17.1 The Customer may at any time cancel the whole or any part of the Contract by written notice to BH Live in which event the provisions of this Clause will apply with regard to payment. If the Customer cancels the whole or any part of the Contract the Customer will be charged a Cancellation Fee to be calculated by BH Live on the basis and by reference to the number of days prior to the commencement of the Hire Period as set out in this clause in the absence of any agreed terms set out in the Customer Order Form or in the terms applicable to Catering Services.
- 17.2 If the date on which the Customer gives notice to cancel the Contract is more than 18 months before the commencement of the Hire Period the Cancellation Fee will be twenty-five per cent (25%) of either the Hire Charge or of the Total Price at the date of the commencement of the Hire Period whichever is the greater.
- 17.3 If the date on which the Customer gives notice to cancel the Contract is less than 18 months but more than 9 months before the commencement of the Hire Period the Cancellation Fee will be fifty per cent (50%) of either the Hire Charge or of the Total Price at the date of the commencement of the Hire Period whichever is the greater.
- 17.4 If the date on which the Customer gives notice to cancel the Contract is less than 9 months but more than 3 months before the commencement of the Hire Period the Cancellation Fee will be seventy-five per cent (75%) of either the Hire Charge or of the Total Price at the date of the commencement of the Hire Period whichever is the greater.
- 17.5 If the date on which the Customer gives notice to cancel the Contract is less than 3 months before the commencement of the Hire Period the Customer will be liable to pay BH Live the full amount of either the Hire Charge or of the Total Price at the date of the commencement of the Hire Period whichever is the greater.
- 17.6 If the Customer gives written notice to cancel the Contract, the Contract shall be terminated and the termination charges including the Cancellation Fee shall be calculated on the basis of this clause 17, notwithstanding that the Hire Charge may have been subject to discount.
- 17.7 BH Live will not be obliged to refund any payment already made by the Customer. Any Deposit or other payments already made by the Customer will be deducted from the Cancellation Fee but the Customer shall have no other right of set off.

18 Termination for Default

- 18.1 Either party may terminate the Contract with immediate effect by giving the other party notice in writing, if the other party or in the case of the Customer if its employees, agents, licensees or invitees or any person using the Venue in connection with the Event:
- 18.1.1 commits a material breach of the Contract which:
- (a) is not capable of remedy; or
 - (b) is capable of remedy, but which the other party fails to remedy within thirty (30) days (or, in the case of a breach requiring remedy at any time during the Hire Period, twenty-four (24) hours) of receiving written notice from the party specifying the breach and requiring the other party to remedy the breach;
- 18.1.2 commits a persistent breach regardless of whether such breach is minor, trivial or capable of being remedied;
- 18.1.3 fails to comply with all applicable laws, regulations, regulatory requirements and codes of any relevant jurisdiction as amended and in force from time to time; or
- 18.1.4 suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

19 Consequences of Termination

- 19.1 Termination of the Contract, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination. On termination of the Contract for any reason, the Customer shall immediately pay any outstanding unpaid invoices and interest calculated in accordance with clause 12.7 of these Terms due to BH Live. BH Live shall submit any outstanding invoices for the hire of the Hire Area, but for which no invoices have been submitted, and the Customer shall pay these invoices immediately on receipt.

20 Intellectual Property Rights

- 20.1 It is the Customer's responsibility to ensure that it does not infringe any third party's copyright or any other intellectual property right during the Hire Period and in promotional material for the Event. BH Live shall not have any liability for any such infringements by the Customer.
- 20.2 The Customer shall at all times whether during or after termination or expiry of the Contract indemnify and keep indemnified BH Live against all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against BH Live or their officers, agents, employees, members or successors in interest in connection with any proceedings, claim or action against BH Live as a result of any failure by the customer to comply with its obligations under this clause.
- 20.3 All materials produced by BH Live in connection with the Services are the exclusive property of BH Live and copyright and related rights in or arising out of or in connection with the Services, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) of BH Live shall be owned by BH Live.
- 20.4 The Customer grants to BH Live in perpetuity the right to use the Customer's name, image and details of the Event in any media including by use on promotional material and press releases produced by or on behalf of BH Live for the promotion of the Venues and BH Live's business. The Customer warrants to BH Live that it has obtained all third party permissions, including in respect of the name and image of the principal performers, necessary to grant the rights specified in this clause.

21 Performance Licences

- 21.1 The Customer shall ensure that no copyright work shall be performed other than:
- 21.1.1 as authorised by the current licence of the Performing Rights Society Limited (PRSL) a copy of which can be inspected at the Venue on request and shall be deemed to have been read by the Customer;
- 21.1.2 any work in respect of which the licence of the owner of the copyright for the performance produced to BH Live before the start of the Hire Period.
- 21.2 For the purpose of this clause 21.2, copyright includes copyright subsisting in a film, video, tape recording or broadcast as such but not the copyright subsisting in a recording (not being a film, video tape, recording or broadcast) as such. References to the performance of a copyright work shall be deemed to include the playing or reproduction of the work by means of a recording or any other means whatsoever.
- 21.3 BH Live has not obtained a Phonographic Performance Licence (PPL) authorising any public use of sound recordings. If sound recordings (e.g. records, tapes, compact discs etc.) are played in the Hire Area and/or Venue the Customer is responsible for securing the relevant licence from PPL.
- 21.4 BH Live has obtained the appropriate licence with the Performance Right Society Limited (PRSL) to cover the performance of all musical work in the repertoire of PRSL, and this will be charged to the Customer at a cost by reference to the current licence agreement between BH Live and PRSL.
- 21.5 The Customer shall at all times whether during or after termination or expiry of the Contract indemnify and keep indemnified BH Live against any material adverse reputational damage as a result of any failure by the Customer to comply with its obligations under this clause.

22 Filming and Television

- 22.1 The Customer shall not take or cause to be taken any filming or television in the Hire Area and/or the Venue at any time except with the written permission of BH Live.
- 22.2 BH Live will charge the Customer a facility fee in respect of permitted filming as specified on the Customer Order Form or if no fee is quoted the fee published by BH Live at the date of the Event.

23 Advertising

- 23.1 If BH Live so requires the Customer shall submit to it a draft of any poster notice, bill, programme, announcement, advertisement or invitation relating to the Event and shall comply with all requirements which BH Live may reasonably impose relating to its form, content, publication or distribution.
- 23.2 No posters, notices or bills may be displayed inside or outside the Venue except by written permission of BH Live. The display of a reasonable number of approved posters or notices will be permitted on condition that the affixing and removal of same shall in no way affect, mark or damage the materials, fabric or decoration of the Venue internally or externally. BH Live may charge the Customer a facility fee for the display or approved advertising material.
- 23.3 The cost of removing all posters and notices and any damage caused to the decoration or fabric of the building as a result of their removal will be charged to the Customer at the rate in force during the Hire Period.
- 23.4 In the event of the Customer requiring banners to be hung inside or outside the Venue by BH Live staff then this will be charged to the Customer at the rate in force during the Hire Period. Banners may only be displayed in specific positions both inside and outside of the Venue, at the discretion of BH Live.

24 Data Protection

- 24.1 For the purpose of the Data Protection Act 1998 (the Act) BH Live is a data controller and the terms 'personal data' and 'data processing' used in this clause shall have the meanings given to them in the Act.
- 24.2 The Customer acknowledge and agrees that personal data may be processed by and on behalf of BH Live and/or shared with BH Live's partner organisations in connection with the Event.
- 24.3 BH Live may also disclose personal information to:
- 24.3.1 any company which BH Live controls or which controls BH Live (which means the ability to direct the affairs of that other company, whether by ownership of shares or otherwise); and
- 24.3.2 any of BH Live's partner organisations in connection with the Event for which the Customer provided the data.
- 24.4 The Customer agrees that in respect of any personal data relating to any exhibitor, contractor or other visitor to the Event that is made available to BH Live under this Agreement the Customer is the data controller and BH Live is the data processor. As such, the Customer agrees that it will comply with its responsibilities under the Act and all other applicable UK data protection law with respect to the Personal Data processed under these Terms.

25 Anti-Bribery Compliance

- 25.1 Each party undertakes that it shall:
- 25.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 25.1.2 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the requirements of sub clause 25.1.1; and
- 25.1.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of this agreement.
- 25.2 Breach of this clause 25 shall be deemed a material breach under clause 18.

26 Compliance with legislation

- 26.1 The Customer shall comply fully with all statutes, rules, regulations, orders, bye-laws or other requirements whether for ensuring public order safety or decency or for any other purposes whatsoever affecting the use of the Venue and with all requirements of the Health and Safety Executive of the relevant police and fire authorities and of BH Live including these Terms and has a duty to obtain all licences, consents and approvals necessary for the Event for which the Hire Area is hired.
- 26.2 The Customer shall ensure that it complies with the Smoke-free (Premises and Enforcement) Regulations 2006 at all times during the Hire Period. The Customer shall be liable for and indemnify BH Live against all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against BH Live in connection with any proceedings, claim or action against BH Live as a result of any failure by the Customer to comply with its obligations under the Smoke-free (Premises and Enforcement) Regulations 2006.

27 Dispute Resolution

- 27.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it then the parties shall follow the procedure set out in this clause:
- 27.1.1 either party shall give to the other written notice of the dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Director of Venues of BH Live and the Customer Contact shall attempt in good faith to resolve the dispute;
- 27.1.2 if the Director of Venues of BH Live and Customer Contact are for any reason unable to resolve the dispute within thirty (30) days of service of the Dispute Notice, the dispute shall be referred to the Chief Executive of BH Live and chief executive or managing director of the Customer who shall attempt in good faith to resolve it; and
- 27.1.3 if the Chief Executive of BH Live and chief executive or managing director of the Customer are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve to initiate the mediation process as soon as possible.
- 27.2 The commencement of mediation shall not prevent the parties commencing or continuing arbitration proceedings in relation to the dispute under clause 27.3 which clause shall apply at all times.
- 27.3 All disputes and differences arising out of or in connection with this Contract, which cannot be resolved between the parties shall be referred to a single arbitrator arbitration. It is agreed that:
- 27.3.1 the tribunal shall consist of one arbitrator and in default of the parties' agreement as to the arbitrator(s), the appointing authority shall be the Chartered Institute of Arbitrators in London; and
- 27.3.2 the seat of the arbitration shall be London and the language of the arbitration shall be English.
- 27.4 in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

28 Assignment

- 28.1 The Contract is personal to the parties and neither party shall assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

29 Waiver

- 29.1 The failure of either party to insist upon strict performance of any provision of the Contract or the failure of either party to exercise any right or remedy will not constitute a waiver of that right or remedy and will not cause diminution of the obligations under the Contract

- 29.2 No waiver will be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of clause 33.
- 29.3 A waiver of any right or remedy arising from a breach of the Contract will not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

30 Entire Agreement

The Contract and any documents referred to in it constitute the whole Contract between the parties and supersede any previous arrangement, understanding or contract between them relating to the subject matter of the Contract.

31 Severance

- 31.1 Each clause or provision of the Contract will be separately construed. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions of this Contract will continue in full force and effect.
- 31.2 In the event of a holding of invalidity, illegality or unenforceability so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties will immediately commence good faith negotiations to remedy such invalidity, illegality or unenforceability.

32 Changes to Contract

- 32.1 Except as set out in these Terms, no variation of the Contract, including but not limited to changes to the Customer Order Form, the introduction of any additional terms and conditions or changes to the commission, bookings or exclusive use shall be effective unless it is agreed in writing and signed by the authorised representatives of the parties.
- 32.2 Each variation of the Contract shall be evidenced by the issue by BH Live of a revised Customer Order Form which shall be dated as at the date of the variation.

33 Notices

- 33.1 A notice given by a party to a party under or in connection with the Contract will be in writing and delivered by hand or sent by pre-paid first class special delivery post or next working day courier delivery service (providing proof of postage or proof of delivery):
- 33.1.1 to the Customer for the attention of the Customer Contact at the address given in the Customer Order Form, or to such other address as is notified by a party from time to time; and
- 33.1.2 to BH Live for the attention of the Director of Venues at its registered office address.
- 33.2 Any notice or communication will be deemed to have been received:
- 33.2.1 If delivered by hand, when left at the relevant address referred to in this clause;
- 33.2.2 If sent by pre-paid first class special delivery post on the date and at the time (if specified) shown on the postal service record of delivery; and
- 33.2.3 If delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.
- 33.3 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

34 Rights of Third Parties

- 34.1 Except where expressly provided for in the Contract, the parties agree that a person who is not a party to the Contract may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

35 Governing Law and Jurisdiction

- 35.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 35.2 The parties resolve to the non-exclusive jurisdiction of the courts of England and Wales to resolve any disputes relating to the Contract.

ENTERTAINMENT EVENTS

36 Tickets and Seats

- 36.1 BH Live shall provide its standard ticket office facilities, front of house staff including ushers/usherettes and attendants to the Customer.
- 36.2 Any applicable credit card charges shall be passed onto the end customer in the form of a booking fee.
- 36.3 Information contained on tickets must include the time of last admission, the right to refuse entry, the Customer's or the Customer's agent or promoter's name as specified in writing by the Customer, Event name, date of Event, time of performance, ticket number, dress code if applicable.
- 36.4 Only one ticket type per Event will be allowed.
- 36.5 The maximum number of tickets printed will be in compliance with the agreed capacity for the Hire Area.
- 36.6 BH Live shall require a specified number of venue seats for the use of essential companions to accommodate reasonable access for individuals requiring assistance.
- 36.7 BH Live will be responsible for the checking of all tickets and guest list patrons on admission to the Event. All tickets will be retained by the BH Live until after the Hire Period.
- 36.8 The Customer shall procure that agency sellers must use Recorded Delivery (first class) and must not post tickets less than seven (7) days prior to the start date of the Hire Period.
- 36.9 BH Live shall require a specified number of House Seats for each performance to be allocated to BH Live. These House Seats will be put on sale on the evening of each performance if they are not required by BH Live.
- 36.10 The Customer may request an initial allocation of a maximum 25% of the total tickets printed or as specified on the Customer Order Form. Any additional allocation shall be agreed with BH Live and is subject to availability and to the agreed capacity of the Hire Area and may be subject to an additional charge to the Customer. If BH Live has sold or reasonably expects to sell the remainder of the tickets printed BH Live may request the Customer to deliver unsold tickets from the initial Customer allocation to BH Live within twelve (12) hours of the request. If the Customer does not return unsold tickets in response to BH Live's request the financial settlement made by BH Live to the Customer for ticket sales will be calculated on the maximum number of tickets printed.
- 36.11 The Customer shall account to BH Live for all unsold tickets by no later than the start of the Hire Period. Failure to comply with the provision in this clause may result in the Hire Charge including associated costs being calculated on the number of tickets printed.
- 36.12 As soon as possible following the end of the Hire Period BH Live shall send the Customer a statement showing the total ticket sales and final third party costs in respect of the Event which the Customer shall agree in writing. BH Live will make the settlement payment in respect of ticket sales less the Hire Charge and BH Live's agreed costs to the Customer within ten (10) Business Days after the final costs have been agreed. At BH Live's discretion an interim payment may be made to the Customer in respect of the final settlement figure.

37 Performers and Unavailability of Event

- 37.1 If the Event includes child performers of statutory school age a letter of exemption must be produced from the child's home local authority stating a child performance licence is not

required; otherwise each child must have a copy of their performance licence. The Customer shall ensure that chaperones looking after the children produce a copy of their registration and that they shall not look after more than twelve (12) children each or have any other duties. All documentation must be obtained by the Customer and produced to BH Live prior to the commencement of the Hire Period.

37.2 No animals except guide dogs are permitted into the Venue. Any animal used in a performance requires a licence in the form specified by BH Live.

37.3 If the Event is unavailable or if any of the principal performers appearing or scheduled to appear in the Event shall fail to appear through illness or unavoidable accident or from any other cause, the Customer shall notify BH Live immediately and shall provide a suitable substitute or substitutes to the reasonable satisfaction of BH Live in which case the Customer shall indemnify BH Live as follows:

37.3.1 if a suitable alternative Event or principal performer is booked for the entire Hire Period, in respect of any expenditure incurred by BH Live in connection with the Event, including a reasonable charge for time spent by BH Live's staff as a result of disruption, including the costs of advertising incurred for the Event to the date of cancellation or substitution, and the costs of advertising the cancellation or substitution; and

37.3.2 if a suitable alternative Event is booked for part of the Hire Period only, in respect of those items of cost set out in clause 37.3.1 above together with the Cancellation Fee calculated in accordance with clause 17 of the Terms pro-rata in respect of the Hire Period when the Event will not be performed.

37.4 If the substitute is not acceptable to BH Live this shall be a material breach of the Contract by the Customer and BH Live shall be entitled to terminate this Agreement under the provisions of clause 18 of these Terms. On termination under the provisions of this clause 37.4:

37.4.1 the Cancellation Fee calculated in accordance with clause 17 of the Terms shall apply as if the Customer had cancelled the Contract; and

37.4.2 the Customer shall have no claim against BH Live for remuneration, expenses or costs incurred as a consequence of the termination.

38 Show Rider Details

38.1 The Event show rider must be requested in writing by the Customer to BH Live no later than fourteen (14) days prior to the start of the Hire Period.

39 Merchandising and Programmes

39.1 BH Live retains all rights for the sale of all merchandise which is deemed to include programmes and/or brochures in and around the Venue.

39.2 Should the Event performers or their authorised merchandiser wish to sell merchandise during the Event then facilities will be made available which shall be operated on behalf of the said Event performers or the authorised merchandiser by BH Live.

39.3 BH Live shall receive twenty-five (25%) of the gross proceeds plus VAT from the sale of such merchandise as a service fee.

39.4 If the Customer wishes to sell merchandise on behalf of Event performers it shall give BH Live a minimum of fourteen (14) days' notice and this shall be specified in the Customer Order Form.

40 Laser System

40.1 Where the Customer requires use of a laser system, the Customer shall supply sufficient sketches, calculations, radiometric measurement data to BH Live no later than thirty (30) Business Days before the commencement of the Hire Period. To demonstrate that the laser can be used safely and without risk to health the Customer shall provide written information regarding the security arrangements and the conditions under which the laser system may be required to be shut down. BH Live shall charge the Customer for the costs of any inspection. The Customer shall and shall ensure that the laser and its operation will comply with the Health and Safety Executive Guidance HS (G) 95 — The Radiation Safety of Lasers used for display purposes.

CONFERENCE AND EXHIBITIONS

41 Customer Guidance and Responsibilities

41.1 BH Live recommends that the Customer follows the Association of Events Venues Guidance for working at UK exhibitions subject to the requirements of these Terms which shall take precedence in the event of any discrepancy.

41.2 The Customer or its nominated representative must remain in the Hire Area at all times during the Open Period.

41.3 The Customer shall procure that all Exhibitors' contractors and sub-contractors are aware of and comply fully with these Terms.

42 Exhibition Stand Layout and Construction

42.1 The Customer shall submit a scale drawing of the Shells, Partial Shells and Exhibition Stands layout, a scale drawing of the whole floor plan for the Hire Area and any other room layout plans to BH Live at least thirty (30) Business Days prior to the Hire Period for BH Live's prior written approval.

42.2 The Exhibition Stands shall be of a modular construction and must be approved in writing by BH Live at least ten (10) Business Days prior to the Hire Period.

42.3 The Customer shall comply with any alterations made or implement any alterations proposed by BH Live in the interest of fire prevention and safety.

42.4 The Customer shall ensure that the Exhibition Stands do not obstruct any gangways, that all gangways are a minimum of 2.0 metres in width and that all designated fire routes, exits and doorways are kept clear.

43 Conference and Exhibition Layout

43.1 The Customer shall submit room layout plans and seating proposals to BH Live in writing as soon as it is practicable and in any event not later than thirty (30) Business Days before the commencement of the Hire Period. Initial seating configuration will be provided free of charge to the Customer, thereafter all further changes will incur additional costs negotiated at the time of booking or event planning stages. Where the Customer indicates changes/alterations to previously agreed seating layouts/configurations less than seventy-two (72) hours prior to the commencement of the Hire Period, BH Live may make an additional charge for these changes.

43.2 The Equipment (including furniture and seating) as required by the Customer will be specified in the Customer Order Form. If the Customer requires BH Live's Equipment for the Event, BH Live will charge the Customer at the rate in force during the Hire Period.

44 Exhibitor's Indemnity and Insurance

44.1 The Customer shall and shall in its terms and conditions with Exhibitors procure that all Exhibitors undertake to indemnify BH Live against any liability to any person and/or property whatsoever arising from or connected with the Exhibitor's use or occupation of its allocated exhibition space.

44.2 The Customer shall procure that the Exhibitors will take out and maintain appropriate insurance policies with reputable insurers for such amounts as is deemed prudent in all circumstance by BH Live in relation to the Event including sufficient public liability insurance.

45 Electrical Works

45.1 The Customer shall use an electrical contractor approved by BH Live to carry out the electrical installations within the Hire Area on all Exhibition Stands. The Customer shall procure that the approved electrical contractor:

- 45.1.1 complies with the requirements of the Institution of Engineering and Technology's BS 7671 'Requirements for electrical installations' guide as amended from time to time (the Guide); and
- 45.1.2 remains at the Hire Area at all times during the Open Period.

45.2 BH Live's electricians will make all mains connections and the cost will be charged to the Customer's appointed electrical contractor at the rate in force during the Hire Period and shall be paid in full prior to the Hire Period. All electrical requirements must be ordered at least fifteen (15) Business Days prior to the commencement of the Hire Period.

45.3 BH Live reserves the right in the interests of safety to determine whether the wiring of the Exhibition Stands is properly carried out in accordance with the Guide and where any Exhibition Stand falls below this standard BH Live reserves the right at its sole discretion to refuse to carry out the electrical connection.

46 Plumbing Work

46.1 BH Live's plumbers will undertake all plumbing work on Exhibition Stands and in connection with the Event generally.

46.2 The Customer shall refer to BH Live all orders received by the Exhibitors for plumbing work to Exhibition Stands and the Customer shall advise all Exhibitors that charges for stand erection do not include the cost of any plumbing work. All plumbing requirements are subject to availability and must be ordered by a minimum of fifteen (15) Business Days prior to the commencement of the Hire Period.

46.3 BH Live shall invoice individual Exhibitors the charges for the hire of plumbing equipment, the fitting of such equipment and the maintenance of plumbing equipment during the Hire Period. BH Live shall also invoice the Exhibitor for the cost of water consumed at the Exhibition stand. If the Exhibitor fails to pay the costs incurred within BH Live's credit terms the Customer shall pay BH Live the full amount on demand.

46.4 BH Live can only provide plumbing (water and waste) in limited areas of the Hire Area. Information regarding the precise locations where such plumbing can be supplied is available from the Venue.

46.5 All equipment connected to water and waste supplies and products must be Water Regulations Advisory Scheme approved.

47 Refuse Lifts

47.1 The Customer shall reimburse BH Live for the cost of refuse receptacle lifts applicable to the Event which will be charged at the rate in force during the Hire Period.

47.2 The Customer will be charged for additional refuse lifts at the rate in force during the Hire Period. This charge covers the removal of rubbish generated during the Hire Period and includes the recycling of cardboard/paper as well as the disposal of carpet, packaging, wood and electric cabling etc.

48 Food Samples

48.1 The Customer shall not allow Exhibitors or other persons connected with the Event whether as sponsors, partners or otherwise to distribute food samples of their manufactured product or distribute non-associated samples in the Venue at any time except with the written permission of BH Live. If written permission is granted the Venue may monitor by reasonable means that the requirements of the Food Safety Regulations have been met and shall be entitled to charge a reasonable fee to the Customer to cover BH Live's costs of monitoring.

48.2 It is the Customer's responsibility to ensure that any food samples distributed during the Hire Period conform to Food Safety Standards. BH Live shall not have any liability for any food samples distributed during the Hire Period.

49 WiFi and Radio Frequency System (RF System)

49.1 The Customer is not permitted to bring in or set up WiFi routers or network at the Venue without BH Live's prior written consent. If the Customer requires BH Live to provide WiFi for the Event this will be specified in the Customer Order Form.

49.2 BH Live's RF System (Audio & Visual) infrastructure is available to the Customer at specified Venues and must be used by the Customer if required where it is available. A charge will be applied to the Customer for this service at the rate in force during the Hire Period as specified on the Customer Order Form.

49.3 If the RF System is not available at the Venue, the Customer shall provide details of the connections and system it requires to BH Live at least fifteen (15) Business Days prior to the commencement of the Hire Period.

49.4 The Customer or its appointed contractor must not make unauthorised connections or adjust the RF System settings without the prior written agreement from BH Live.

50 Security Services and Operations Manager

50.1 BH Live shall provide a number of security staff as set out in the Customer Order Form plus the services of a duty operations manager for eight (8) hours per day during the Hire Period, however, dependent upon the final agreed usage of the Venue, security staff and operation management may not be exclusively available for any one specific event due to other Venue responsibilities.

50.2 Where the Customer Order Form specifies a third party Security Company to provide services for the Event BH Live shall procure that the Security Company shall provide all the security for the Event. The level of security for the Event will be set by the Venue's operations manager in consultation with the Security Company, BH Live and the Customer. BH Live may charge to the Customer any third party Security Company to the Customer at the rate in force during the Hire Period.

51 Customer Assistants

51.1 BH Live will provide a number of customer assistants as set out in the Customer Order Form to carry out Hire Area duties (as specified by BH Live) during the Hire Period, dependent on agreed usage of halls.

52 Use of Vehicles

52.1 Where a petrol driven vehicle is required to be brought into the Hire Area for display purposes, all fuel must be removed, the battery disconnected, fuel drip tray placed under the vehicle and protective floor covering placed under the wheels of the vehicle when the vehicle enters the Venue.

52.2 Vehicles over 6 tons are not permitted to be driven into the Hire Area without BH Live's prior written agreement.

CATERING TERMS

53 Catered Event - charges

53.1 In addition to any Hire Charge BH Live will charge for Catering Services and Drinks Packages on the basis set out in the Customer Order Form. The cost of bar, wine and food shall be the price set out in the Customer Order Form or, if no price is quoted, the price set out in BH Live's published price list as at the date of the Event.

53.2 Where the Event is primarily a catered function a Minimum Catering Spend as specified by BH Live as at the date of the Event will apply to the Contract. If the Minimum Catering Spend is not achieved the Customer will be charged a supplementary fee of a specified percentage of the difference between the actual catering spend and specified amount of Minimum Catering Spend in addition to the agreed Hire Charge.

54 Number of guests

- 54.1 The Customer shall provide BH Live with the confirmed number of guests which shall be the basis on which the cost of the Hire Charge, Catering Services and Drinks Packages shall be calculated at least fifteen (15) Business Days prior to the commencement of the Hire Period.
- 54.2 In the event that the final number of guests falls below the confirmed, guaranteed number, BH Live reserves its right to increase the Hire Charges accordingly. The final chargeable number will be the confirmed number or the number attending the Event whichever is the greater.

55 Changes to Catering Services

- 55.1 Any changes to the Catering Services requested by the Customer must be notified by the Customer in writing to BH Live not less than five (5) Business Days prior to the commencement of the Hire Period.
- 55.2 Any requests for additional services by the Customer must be notified by the Customer in writing to BH Live not less than fifteen (15) Business Days prior to the commencement of the Hire Period.
- 55.3 BH Live will use reasonable endeavours to comply with such changes or requests for additional services. Such changes or requests for additional services will be subject to the Customer agreeing a revised Hire Charge. The revised Hire Charge will be confirmed by BH Live to the Customer in writing.
- 55.4 For the avoidance of doubt, BH Live shall not be obliged to make any such changes or provide any additional services.

56 Cancellation of Catering Services by Customer

- 56.1 Where the Customer wishes to cancel an Event in respect of which BH Live provides Catering Services or Venue hire only the dates by which notice is required to be given and by which the Cancellation Fee will be calculated on the basis set out below and clause 17 of these Terms shall be varied as follows:
- 56.1.1 in clause 17.3 of these Terms the date by which the Customer shall give notice in order for the Cancellation Fee to be calculated at fifty per cent (50%) of the relevant price is at least thirty-one (31) days before the date of the Event; and
- 56.1.2 in clause 17.4 of these Terms the date by which the Customer shall give notice in order for the Cancellation Fee to be calculated at seventy five per cent (75%) of the relevant price is less than thirty-one (31) days but not more than seven (7) days before the date of the Event; and
- 56.1.3 in clause 17.5 of these Terms if the Customer gives notice later than seven (7) days before the date of the Event the Customer will be liable to pay BH Live the full amount of either the Hire Charge or of the Total Price at the date of the Event whichever is the greater.

57 Catering Services provided by external caterer

- 57.1 Where a Caterer is specified on the Customer Order Form the Customer is required to confirm the agreed catering arrangements by entering into the Caterer's Contract, giving notice of BH Live's conditions for external Caterers and paying all amounts due to the Caterer.
- 57.2 The Customer will, where required, sign BH Live's waiver when external Caterers are used for the Event.
- 57.3 Where no Drinks Package is supplied BH Live will charge the Customer a corkage fee at the price set out in BH Live's published price list as at the date of the Event.

LEISURE ACTIVITIES

58 Customer's staff

- 58.1 The Customer shall appoint a sufficient number of competent and qualified staff to supervisor and/or carry out the Activity.
- 58.2 The Customer shall ensure that its staff has up to date qualifications recognised by the relevant National Governing Body and copies of these qualifications shall be provided to the Health Improvement Delivery Manager or his representative.

59 Compliance with Venue's General Regulations and Conditions

- 59.1 The Customer shall comply any general regulations and conditions of use at the relevant Venue, details of which will be made available on request and displayed at the Venue.
- 59.2 The Customer may display and/or distribute any promotional material for its Activities for advertising provided the material has been authorised by BH Live. Upon request by BH Live, the Customer shall stop displaying and/distributing such promotional materials.

60 Activities involving Children

- 60.1 If the participants in the Activity are under the age of 16 the Customer shall ensure that those children are supervised by an adult whilst using changing facilities and for that adult to be of the same gender for the duration of the utilisation of the changing facilities.
- 60.2 The Customer shall maintain an attendance register of participants in the Activity. The Customer shall provide BH Live with the attendance register to assist BH Live in dealing with any emergency which may require the evacuation of the Venue.
- 60.3 In all other respects the provisions of these Terms shall apply and in particular the Customer's obligations at clause 5.6 in respect of dealing with children and/or vulnerable adults.

61 Risk Assessment

- 61.1 If requested either before the Commencement Date or at any time during the Hire Period, the Customer shall provide BH Live with a completed risk assessment form for the Activity.

APPENDIX - DEFINITIONS

BH Live	means BH Live, a company limited by guarantee and incorporated with number 07092112 or BH Live Enterprises Limited a company incorporated with number 07175626 and in each case having its registered office at Bournemouth International Centre, Exeter Road, Bournemouth, Dorset, BH2 5BH.
BH Live's Equipment	means any equipment, including tools, systems, cabling or facilities, provided by BH Live and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties or between the Customer and an approved contractor.
Business Day	means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Cancellation Fee	means the amount charged to the Customer in the event of cancellation of the Contract in the circumstances and calculated as set out in clause 17 by reference to the amount which is the greater of either the Hire Charge or of the Total Price.
Contract	means the contract entered into between BH Live and the Customer that is subject to these Terms.
Customer Default	means any act or omission by the Customer or failure by the Customer to perform any relevant obligation under the Contract.
Customer's Equipment	means any equipment, systems, cabling or facilities provided by the Customer or by any production provider appointed by the Customer and used directly or indirectly in the supply of the Services.
Customer Order Form	means the Customer's order for Services as set out in BH Live's order form.
Effective Date	has the meaning set out in clause 2.2.
Exhibitor	means the legal person to whom an Exhibition stand has been sub-let at the Event by the Customer.
Exhibition Stand	means the stand within the Hire Area assigned for the Exhibitor's use.
Force Majeure Event	means an act of God, war, riot, invasion, fire, explosion, breakdown of machinery, failure of supply of electricity or other utilities, leakage of water, flood, accident, external road or building works, strike or walkout, government interference, regulations, appropriates, attacks by terrorist or other activities or extremist organisations or on the instructions of the police or armed forces or other conditions similar to those mentioned above and outside the control of BH Live the Venue shall be closed or not available for hiring.
Hire Charge	means the amount charged for Venue hire
Maximum Attendance Numbers	means any Venue capacity specified on the Customer Order form or agreed number of delegates or visitors on which the Hire Charge is calculated and having regard to room capacity.
Open Period	means the period set out in the Customer Order Form during which the Event is accessible by the visitors and/ or delegates.
Permit to Work	means the conditions applied by BH Live in respect of access to a Venue granted to a Customer or an approved contractor which contains safe working procedures.
Services	means the provision of the Venue, the Additional Services and Catering Services as set out in the Customer Order Form.
Shell or Partial Shell	means the type of Exhibition Stands to be provided at the Hire Area by the Customer.
Terms	means these terms and conditions as amended from time to time in accordance with clause 32.1.
Total Price	means the price of Venue hire together with the other payments for Services specified in the Customer Order Form as set out in BH Live's published price list at the date of the Event
Venue	means the BH Live venue or part thereof identified in the Customer Order Form as Hire Area which is the subject of the Contract.