

## 9. DELAY OR FAILURE TO PERFORM OBLIGATIONS

- 9.1 We are not liable for delay in performing or failing to perform any of our obligations under the Contract or these Terms if that delay or failure results from anything beyond our reasonable control. Any such delay or failure will not be a breach of the Contract or these Terms.
- 9.2 If a delay of the sort referred to in 9.1 above results in your being unable to use the Facilities for the whole of the time specified in the Contract, you can end the Contract immediately by giving us written notice, following which all sums paid to us by you will be returned to you without interest.

## 10. ENDING THE CONTRACT

- 10.1 Either you or we may end the Contract immediately by giving written notice if-
- 10.1.1 Subject to 10.2, the other breaks any material provision of the Contract or these Terms or
- 10.1.2 The other:
- (a) cannot pay its debts when due or
  - (b) goes into liquidation (except for solvent reconstruction or amalgamation) or
  - (c) has a receiver or administrator appointed over any part of its business, property or assets or
  - (d) has assets seized or a judgment made against them or
  - (e) takes or allows any similar action to the above because of its debts or
  - (f) stops or threatens to stop carrying on all or a substantial part of its business.
- 10.2 If we end the Contract under 10.1 above, you must immediately pay our Fee or the balance of it then outstanding.
- 10.3 We may end the Contract if we reasonably believe that the Facilities are to be used for any purpose other than that stated in the Contract or for any purpose which may result in a breach of the contract or lead to disorderly behaviour or misconduct. If we end the Contract for that reason any sums paid to us by you under 3 above may be returned without interest following which you will not have any claim against us.
- 10.4 Subject to 10.3 above, the ending of the contract does not affect any rights or liabilities which either you or we have and which relate to the period during which the Contract was in force, except for rights or liabilities to perform the Contract after the date on which it ends.

## 11. ANCILLARY PROVISIONS

- 11.1 No delay or failure by either you or us to exercise our respective rights under the Contract or these Terms operates as a waiver of those rights. A partial exercise of those rights does not prevent their further exercise in the future.
- 11.2 If any court decides that part of the Contract or these Terms is unenforceable, the part concerned shall be deleted from the rest of the Contract or these Terms, both of which will then continue in force.
- 11.3 If there is any conflict between the provisions of the Contract and these Terms, the provisions of the Contract will prevail.
- 11.4 Neither the Contract nor these Terms may be assigned by you to any third party.
- 11.5 Any notice required under the Contract, these Terms or by law or regulation must be sent by first class mail to the recipient's address stated in the Contract. A notice sent by mail will be treated as having been served on the second working day after that on which it was mailed.
- 11.6 The Contract and these Terms are governed by and interpreted according to English law. Both you and we agree to accept the non-exclusive jurisdiction of the English courts.
- 11.7 When the following words and phrases in italics appear in these Terms they always have these meanings:
- 11.7.1 *Contract* - an agreement between you and us for the use of the Facilities on the terms set out in our booking form, price list and key information document, any documents attached to or referred to in it and in these Terms
- 11.7.2 *Facilities* - all or any part of the Conference Centre, as stated in the Contract
- 11.7.3 *Fee* - our charges for the use of the Facilities
- 11.7.4 *we, us, our* - Avenue House Estate Management and
- 11.7.5 *you, your* - the customer named in the Contract.

# Avenue House Estate Management

*A charity registered with the Charity Commission number 1093908  
A company limited by guarantee and registered in England and Wales number 4099007*

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## TERMS OF ROOM HIRE

September 2003

### Important Advice

These terms, which take effect from 1 January 2003, are subject to English law and the jurisdiction of the English courts, and contain exclusions, limitations and indemnities in our favour. You are particularly advised to read 7, 8 and 9 below.

### 1. ABOUT THESE TERMS

- 1.1 Some words used in these Terms have special meanings which are set out in 11.7 below.
- 1.2 These are the only Terms on which we can contract with you. To the exclusion of any other agreements with you about the use of the Facilities, the Contract and these Terms comprise our contract with you and should be read as one document.
- 1.3 Variations to the Contract or these Terms are only effective if they are agreed in writing and signed by our authorised representative.
- 1.4 For convenience, these Terms have been grouped under different headings, but the headings do not affect the meaning of these Terms.
- 1.5 In these Terms references to any law include any changes to that law which are in force on the date on which the Facilities are made available for your use.

### 2. APPLICATIONS

Every application for the use of the Facilities must give full details of the purposes for which the Facilities are to be used. We may accept or refuse an application in our absolute discretion.

### 3. PAYMENT

- 3.1 Our deposit Fee must be paid on the date of application and the balance together with any other charges on the specified date before the booked event. You must pay any extra charges for which you may be liable under these Terms before the end of the day of the event. Otherwise we will invoice you and you will incur an additional administration charge. Where it applies, value added tax will be included in our Fee.
- 3.2 If we ask you to do so, you must also pay a deposit to us as security for the performance of your obligations under the Contract and these Terms.

### 4. USE OF THE FACILITIES

- 4.1 The Facilities may only be used at the times and for the purposes stated in the Contract and any dispute about such use will be decided by us alone. Unless you first obtain our written consent (on such terms as we may then specify):
- 4.1.1 The Facilities may not be used for any purpose outside the published opening hours.
  - 4.1.2 No musical instruments or sound systems may be played at the Facilities
  - 4.1.3 Events at the Facilities must end by no later than the published closing time
  - 4.1.4 The Facilities must not be altered or decorated; and

- 4.1.5 Except for our fittings present at the Facilities, nothing may be attached to the floors or walls of the Facilities by any means, nor suspended from the roof or ceiling of the Facilities, nor may any stage fittings or other structures be erected.
- 4.2 Arrangements for the supply or service of food, liquor, tobacco products, confectionary, beverages and other refreshments shall be made by you with our official caterer and you must not (for entertainment purposes or others) sell or give away or permit to be sold or given away on any part of our premises (whether part of the Facilities or not) any article or substance for human consumption by eating, drinking or smoking unless you have first obtained our official caterer's written consent (on such terms as our official caterer may then specify). Our official caterer and other official contractors are independent contractors with each of whom you must enter into a separate direct contract.
- 4.3 You must pay those of our supplementary charges which apply to your use of the Facilities. If not specified in the Contract, the amount of such supplementary charges will be conclusively certified by us.
- 4.4 You must leave the Facilities by the time stated in the Contract. If you fail to do so then, without prejudice to our other rights against you, for each day or part of any day during which you remain at the Facilities you must pay us an additional fee, equal to our charges then in force for the use of the Facilities.
- 4.5 You must leave the Facilities in as good a condition as they were when you started to use them. If you do not do so, at your cost we may take such steps as are needed to restore the Facilities to that condition.
- 5. ADVERTISING**
- 5.1 Unless you first obtain our written consent (on such terms as we may then specify) you must not:
- 5.1.1 Make any public announcements about your proposed or actual use of the Facilities except for the statutory notices for weddings
- 5.1.2 Publish any literature (including, without limitation, tickets and event programmes) which refers to the Facilities
- 5.1.3 Display any material on the outside of our premises.
- 5.2 Subject to 5.1 above, any announcements or publications relating to your use of the Facilities must refer to "Avenue House".
- 6. HEALTH AND SAFETY**
- 6.1 At all times you must comply with all laws, regulations and official guidelines which apply to the Facilities and your use of them. If we ask you to do so, you must give us evidence of compliance.
- 6.2 Without affecting the general nature of 6.1 above:
- 6.2.1 all notices which have to be given by law or regulation must be given by you at the proper time;
- 6.2.2 all licences required by law or regulation must be obtained by you (and anyone employed by you); and
- 6.2.3 no stage plays or vocal or instrumental music may be performed at the Facilities unless you have first obtained all necessary licences (including any licence from the Performing Rights Society Limited).
- 6.3 You are responsible for the safety of your employees, contractors, agents and members of the public while they are on our premises (whether part of the Facilities or not).
- 6.4 Not less than twenty-one days before the first day on which you are to use the Facilities when necessary you must send us a scale plan showing the proposed layout of your event at the Facilities, giving full particulars of the width of gangways and the proposed seating arrangements as may be required by law. If required to do so, you must modify, re-arrange or delete any arrangement to our satisfaction or that of the authorities concerned.
- 6.5 We will notify you of the seating accommodation for the Facilities, which must not be exceeded. Accordingly, you must not issue tickets for more seats than are available. If you do so, we may refuse entry to the Facilities.
- 6.6 Entrances, exits and gangways at the Facilities must be kept unobstructed at all times. All goods, exhibits and staging materials must be brought into or removed from the Facilities by such entrance or entrances as we may direct.
- 6.7 During your use of the Facilities you must use the services of such of our employees as we may reasonably specify for which services you must pay us such charges as may then be applicable.

- 6.8 You must comply with and ensure that your employees, contractors and agents comply with the provisions of the Health and Safety at Work Act 1974 and all regulations made under it. You must tell us of the happening of a dangerous occurrence or notifiable accident as defined by that Act.
- 6.9 We prohibit smoking in all parts of our premises (whether or not part of the Facilities).
- 6.10 Our employees and other persons authorised by us may enter and inspect the Facilities at all times. You must comply with any requirement or direction which any of our employees or other such persons may give to you about your use of the Facilities.
- 6.11 You must not use any naked or other unprotected lights at the Facilities.
- 6.12 Our written consent must be obtained (on such terms as we may then specify) before you install at the Facilities any running or stationary machinery or exhibits of a heavy nature. An application for our consent must be made in writing, not less than twenty-one days before the first day on which you are to use the Facilities. Your application must describe each machine or exhibit concerned and specify its floor load. We may refuse to give our consent without giving any reasons for doing so.
- 6.13 During your use of the Facilities you are solely responsible for the maintenance of order. In addition to our employees to be used by you under 6.7 above, you must employ such other persons as may be needed to make sure that order is maintained. If you do not do so and if we decide that further assistance may be needed we may employ at your cost further persons for that purpose.
- 6.14 If, during your use of the Facilities, order is not maintained or if in our opinion anything contrary to sobriety, decency or good manners occurs we may remove the offenders from the Facilities and our premises.
- 7. LIABILITY**
- 7.1 Our liability under the Contract and these Terms excludes and replaces all other conditions or obligations imposed or implied by common or statute law, usage or otherwise.
- 7.2 Without affecting the general nature of 7.1 above, we specifically exclude all warranties, conditions or obligations imposed or implied by common or statute law, usage or otherwise in relation to the quality, use, condition, description or fitness for any particular purpose of the Facilities and any goods, equipment or materials which we provide for use at the Facilities.
- 7.3 We accept liability for:
- 7.3.1 Death or personal injury resulting from our own negligent acts or omissions and
- 7.3.2 Loss or damage suffered by you in connection with the use of the Facilities if you can prove that the loss or damage concerned was caused solely by our negligence or willful misconduct.
- 7.4 We are not liable for:
- 7.4.1 Any indirect or consequential loss or damage which you suffer or
- 7.4.2 Any loss or damage to any equipment, materials or goods which you use at the Facilities.
- 7.5 Our liability in respect of all claims which you may have against us relating to your use of the Facilities shall not exceed such amount as is equal to our Fee received from you under the Contract.
- 7.6 If you have a claim against us for which we may be liable under these Terms, you must write to us, giving full details of the claim, within two months of the date on which the claim arises. If you write to us within that time, we will investigate your claim. If you do not, we will not be liable in respect of that claim.
- 8. INDEMNITY**
- 8.1 You indemnify us against any actions, proceedings, costs, expenses, loss and damage that we incur at any time arising out of or in connection with your proposed or actual use of the Facilities, unless you can prove that they arise as a direct result of our negligence or willful misconduct or that of our employees, sub-contractors or agents.
- 8.2 In 8.1 above, the expression "costs, expenses, loss and damage" has the widest meaning possible and includes the cost of complying with any relevant laws or regulations.
- 8.3 Not less than twenty-one days before the first day on which you are to use the Facilities you must obtain and keep in force employers' and public liability insurance on such terms as we may then require and such other insurance cover as we may then specify in respect of your liability to us under 8.1 above and, if requested, you must produce to us evidence to show that such insurance cover has been obtained and is in force.