

### TIC Conditions of Hire

1. In these Conditions the following definitions shall apply:
  - a. **"TIC"** means Telford International Centre Limited.
  - b. **"The Organiser"** shall mean the Organiser specified on Page 1 of the Particulars of Hire and where applicable shall include the servants, agents and invitees of the Organiser and where the expression "the Organiser" includes more than one party, this Agreement shall be deemed to have been entered into by the Organiser jointly and severally.
  - c. **"Centre"** means The Telford International Centre.
  - d. **"Conditions"** means the terms and conditions of Exhibition and Hire set out herein.
  - e. **"The Licence Agreement"** shall mean the licence agreement made between the parties to which these Conditions of Hire are appended.
  - f. **"Particulars of Hire"** shall mean the particulars of hire referred to in the Licence Agreement.
  - g. **"Period of Hire"** shall mean the period commencing at the time on the date (or, if applicable, the earliest of the dates) and ending at the time on the date (or, if applicable, the latest of the dates) specified in Section 2 of the Particulars of Hire.
  - h. **"The Event"** shall mean the event or events specified in Section 1 of the Particulars of Hire.
  - i. **"The Hired Section"** shall mean one or more parts of the Centre (together with certain rights in connection with those sections of the Centre designated as common parts of the Centre) as are specified in Section 2 of the Particulars of Hire and shown on the plan attached to the Particulars of Hire.
  - j. **"The Duty Manager"** shall mean the manager of the Centre designated as such by the Centre for the time being or in his absence any person for the time being appointed to carry out his functions.
  - k. **"The Hire Charge"** shall mean the charge for hiring the Hired Section, which shall include the basic services as specified in Clause 3 of these conditions.
  - l. **"The Total Amount"** shall mean the total sum payable by the Organiser under the Licence Agreement.
  - m. **"Additional Services"** shall be those services set out in Clause 4 of these Conditions together with all other services provided by the Centre other than the basic services set out in Clause 3
  - n. **"Rules and Regulations for Public Entertainment"** means the Private Places Entertainment (Licensing) Act 1967 and any re-enactment, variation, amendment statutory modification to the same.
  - o. **"Dilapidations Assessor"** means the designated dilapidations assessor of TIC.
  - p. **"Special Waste"** means any waste materials produced by the operation or instalment of machinery. Chemical and biological products. Stand building materials, Food produce.

### GRANT OF RIGHT TO USE THE CENTRE

2. In consideration of the payment of the Total Amount TIC will permit the Organiser during the Period of Hire to use the Hired Section for the Event.

### BASIC SERVICES

- 3i. The Hire Charge shall unless it is otherwise stated in the Particulars of Hire cover the provision by TIC of the following services and facilities:
  - a. Normal cleaning of the Hired Section and public circulation areas. This service includes:
    - i. Cleaning at end of build-up period prior to opening.
    - ii. Cleaning during open days between evening close of Event and re-opening of Event following morning.
    - iii. Final clean at end of Event.
    - iv. Servicing of all toilet facilities in public areas of the Centre provided by TIC during open days of the Event.
    - v. Servicing of the office suite(s) and other rooms included in the Hired Section.
  - b. Overhead lighting at maintenance level during the build-up and breakdown and full electrical power (mains power subject to clause 3ii) during the open days of the Period of Hire.
  - c. Background heating during the open days of the Period of Hire.
  - d. The supply of cloakroom attendants and supervisory, technical and management personnel commensurate with the requirements of the Event as reasonably determined by TIC.

- e. Security staffing of loading areas during build up and breakdown commensurate with requirements of the Event as reasonably determined by TIC.
- f. Liaison with all necessary statutory authorities including West Mercia Constabulary and Shropshire Fire Brigade.
- g. The provision of telephone facilities in the office suite(s) in the Hired Section. The cost of all external calls will be metered and paid for by the Organiser at the end of the Period of Hire.
- h. The provision of furniture of a type and amount to be decided by TIC for use by the Organiser in the office suite(s) in the Hired Section during the Period of Hire
- i. In-house First aid cover during the open days of the Period of Hire.
- j. Security staffing of car park areas numbered 1-5 inclusive during the open days of the Period of Hire commensurate with the requirements of the Event as determined by TIC.
- ii. This Hire Charge does not include;
  - a. the cleaning of any fixed or loose equipment provided for the Event.
  - b. the removal of crates, waste materials, stand fitting, floor covering, products and construction materials abandoned by the Organiser or its contractors.
  - c. other special cleaning and clearing of rubbish.
  - d. carpeting to the exhibition floor area (optional).
  - e. mains electrical supply.
  - f. internal security.
  - g. fire stewarding.
  - h. extra staff costs incurred due to delays by the organiser in programme timings.
  - i. External specialised First Aid cover where it is deemed at the discretion of TIC that such service will be required
- iii. Before the commencement of the Period of Hire agreement is to be reached between TIC and the Organiser in respect of the Organiser's obligations under Clause 5k of this Agreement on a programme of cleaning activity and costs thereof, taking into account the special needs of the Event. If no agreement is reached then TIC shall be entitled to make a reasonable charge for carrying out any or all of the services and acts referred to in Clause 5k.

#### ADDITIONAL SERVICES

- 4. The Additional Services applicable to this Agreement shall be:
  - a. The cleaning and other services mentioned in Clause 3 ii plus (if any) those services specified in Section 3 of the Particulars of Hire which TIC has agreed to provide and the charges for which the Organiser undertakes to meet.
  - b. Any further services not specified herein or in Clause 3 of these conditions which TIC actually provides to or for the Organiser. In such case the provision of such additional services shall be conditional upon the Organiser making payment to TIC of an amount equal to TIC's estimate of the cost of the provision of such services on the date prior to the commencement of the Period of Hire specified by TIC subject to an adjustment made within fourteen 14 days following the end of the Period of Hire if the amount paid as aforesaid shall be greater or less than the cost incurred by TIC in the provision of such services. Such adjustment shall be effected by an additional payment by the Organiser or a refund by TIC as the case may be.
  - c. TIC shall not be liable for its failure to provide the Additional Services during the Period of Hire or at all if such failure is due to the Organiser's failure inter alia to provide the necessary information to TIC in compliance with these Conditions.

#### THE EVENT AND THE ORGANISER'S OBLIGATIONS

- 5. Unless expressly provided otherwise in these Conditions, the Organiser shall be responsible for presenting and making all arrangements with respect to the Event.  
Without prejudice to the foregoing, the Organiser undertakes at its own cost to:
  - a. Organise, promote, produce and present the Event on the date(s) and at the time(s) specified in the Particulars of Hire.
  - b. Except where the Licence Agreement is entered into by the Organiser within 90 days before the commencement of the Period of Hire (in which event the Organiser shall comply with the terms of this Clause 5 b as soon as reasonably practicable after entering into the Licence Agreement), not later than 90 days before



- the commencement of the Period of Hire or before any publicity brochure or similar material is published whichever is the earlier submit to TIC two (2) copies of a provisional plan layout of the Hired Section with all particulars of passageways, gangways, stands, seats, exhibits, works, erections, materials, equipment, barriers, constructions and the like, as may be required by TIC and/or the Rules and Regulations for Public Entertainment. Notwithstanding the foregoing provisions of this clause the Organiser shall ensure that a final plan layout of the Hired Section shall be submitted no later than 14 days prior to the commencement of the Period of Hire. If called upon the Organiser shall modify re-arrange delete or cancel any arrangements in the provisional or final plan layout as may be required by the Local Authority or as may be reasonably required by TIC.
- c. Pay the costs of installation of any special machinery electrical equipment or fittings which may be required for the purposes of the Event and are approved by TIC and any additional staff required in connection with operation thereof.
  - d. Ensure that a description of all fitments including those referred to in Clause 5c that may be required in connection with the Event and all arrangements to be made in connection with such fitments together with plans and particulars relating thereto shall be submitted to TIC in provisional form at least ninety (90) days before the commencement of the Period of Hire (except where the Licence Agreement is entered into by the Organiser within 90 days before the commencement of the Period of Hire, in which case the Organiser shall submit such description, arrangements, plans and particulars as soon as reasonably practicable after entering into the Licence Agreement) and in final form not less than 14 days prior to the commencement of the Period of Hire and that no such fitments shall be erected until approval has been obtained in writing from TIC.
  - e. Ensure that all goods materials tools equipment and appliances required to be brought into or removed from the Hired Section for the purpose of the Event shall be brought in or removed by means only of such entrances and exits to and from the Hired Section as TIC shall direct.
  - f. If so required by TIC pay for such numbers of stewards and /or police as TIC may reasonably consider necessary, having due regard to the relevant statutory requirements for the proper conduct of the Event and of the protection of the Centre and property generally in the area. TIC will provide such stewards in consultation with the Organiser and the Organiser shall reimburse TIC for all costs so incurred.
  - g. Admit to the Hired Section such Police Officers and other officials as TIC and/or the Commissioner of Police may reasonably consider advisable.
  - h. In the event of retail trade being part of the Event comply with the Shops Act 1950 and any amendment or enactment thereof.
  - i. Ensure that any electrical wiring installation to be carried out by the Organiser is carried out by a contractor approved in writing by TIC and that it is carried out in accordance with the current Rules and Regulations for Public Entertainment and/or the Institute of Electrical Engineers and the Exhibition Venues Association Regulations for Stand Electrical Installations as may be applicable or such higher standard as may be required by any statutory authority.
  - j. Ensure that any connection to the permanent water pipes and electricity cables and any other permanent apparatus shall be made by TIC or by a contractor approved in writing by TIC and pay to TIC all expenses so incurred.
  - k. Meet all charges and expenses incurred in installing, using and reinstating such water gas telephone orelectrical heating, lighting or other equipment or services as may require to be provided specifically for the purposes of the Event and meet all reasonable charges and expenses incurred by TIC for the cleaning and clearing of Special Waste from the Hired Section and public circulation areas that is required in the reasonable opinion of TIC and which will be provided by TIC in addition to the normal cleaning services which fall within the Basic Services as provided in Clause 3ia.
  - l. Ensure that all stands are constructed of materials approved in the Rules and Regulations for Public Entertainment and kept in proper repair at all times and ensure that all fabrics, materials, draperies, decorations and items used shall be non-flammable in accordance with the current statutory regulations and the satisfaction of TIC.
  - m. Ensure that any fire stove running machinery or other apparatus or things used in connection with the Event and involving special risk of fire or other danger previously approved by TIC and by the appropriate Local and Fire Authorities shall be and remain under constant supervision and control and are properly fenced or guarded and any conditions imposed in the granting of approval are fully observed.
  - n. i Remove from the Hired Section no later than the time specified as the termination of the Period of Hire all the property belonging to the Organiser its servants or agents exhibitors contractors and all persons duly authorised

by the Organiser and in default of which TIC shall be entitled to remove such property and to recover the incidental costs of such removal from the Organiser together with all costs arising out of such overrun.

- ii If a subsequent organiser is unable to have vacant possession of the Hired Section because the Organiser has not vacated in time for the Hired Section to be cleaned prior to the subsequent organiser taking possession then the Organiser shall be liable to pay all expenses as set out in Clause 9 hereof.
- o. i. Remove, uninstall and disconnect to the reasonable satisfaction of TIC all or any special machinery, electrical equipment or fittings, electrical wiring, installation, water pipes or connections or electrical or other cabling or connections installed or connected by the Organiser for the purposes of the Event no later than the time specified as the termination of the Period of Hire, including the repair, reinstatement, making good and reconnection of all or any water or electrical or other pipes, cabling or other media belonging to TIC or the Centre to which any such special machinery, electrical equipment or fittings, electrical wiring, installation, water pipes or connections or electrical or other cabling or connections may have been connected or installed by the Organiser.
- li Without prejudice to Clause 5 o i above, make good to TIC's reasonable satisfaction any damage caused by the Organiser, its servants and agents, exhibitors, contractors and all persons duly authorised by it in connection with the installation, conduct or removal of the Event to any buildings, roads, paths, car parks, gardens, grassland, trees, shrubs, drains, gas mains, pipes, water mains and pipes, electricity cable, conduits or any property whatsoever of TIC or for which TIC is responsible.
- p. Prior to the Period of Hire, present to TIC and implement satisfactory proposals for protection of the floor and floor coverings within the Hired Section against any damage in connection with the installation, conduct or removal of the Event. Any damage so incurred will be made good to the satisfaction of TIC and all costs incurred will be paid for by the Organiser.
- q. During the Period of Hire, provide TIC with accurate details of the hourly admissions and where appropriate the admission receipts for the Event.
- r. Except where the Licence Agreement is entered into by the Organiser within 90 days before the commencement of the Period of Hire (in which event the Organiser shall comply with the terms of this Clause 5 r as soon as reasonably practicable after entering into the Licence Agreement), notify TIC in writing not later than 90 days before the date of the Event if it is intended to show films as part of the Event. Details must be given as to the type of film stock and projection equipment which it is proposed to use and whether members of the audience will be charged for admission either by programme or ticket. No film show for which a third party licence is required may be given in the Centre unless the Organiser has first obtained the requisite licence. The Organiser shall be responsible for ensuring compliance with the terms of such licence and all other statutory Rules and Regulations relating thereto and shall indemnify TIC in respect of any losses, damages, costs, claims, proceedings or expenses suffered or incurred by TIC as a result of any failure by the Organiser to comply with the provision of this clause.
- s. Comply with all the other obligations of the Organiser hereunder.
- t. Shall not permit the number of persons within the Hired Section to exceed the agreed attendance level approved by the Local Authority. TIC shall have discretion to close the Event or refuse further admission to the Event if the approved attendance level appears likely to be exceeded or is exceeded.
- u. Except where the Licence Agreement is entered into by the Organiser within 30 days before the commencement of the Period of Hire (in which event the Organiser shall comply with the terms of this Clause 5 u as soon as reasonably practicable after entering into the Licence Agreement), not later than 30 days prior to the commencement of the Period of Hire, submit to TIC in writing its requirements for the Additional Services, which without prejudice to the generality of the foregoing shall include technical information and specification for mains electricity supply. If the Organiser fails to provide the information within the specified time period then TIC may not be able to provide such Additional Services and it reserves the right to make such additional charges as are necessary to recover the additional costs and expenses it incurs.
- v. The organiser should ensure all merchandise brought into the Venue is not bootleg, unauthorised web downloads, unlicensed or illegal materials/substances/products that may be bought or sold on the premises during the event.

#### DILAPIDATIONS

- 6.a Start of Hire Period



At the commencement of the Period of Hire, TIC will prepare a list in duplicate of defects within the Hired Section. TIC will invite the Organiser to inspect and agree this list of defects with TIC's Dilapidations Assessor and sign one copy for retention by TIC, the other copy being signed by TIC's Dilapidations Assessor for retention by the Organiser. In the event that the Organiser chooses not to inspect and agree the defects list then that list will be deemed as true and accurate for the purpose of 6b below.

b. End of Period of Hire

At the end of the Period of Hire, TIC will prepare a list of any defects which it believes has been caused to the Hired Section by the Organiser, its employees, agents or subcontractors during the Period of Hire. The repair of these defects will be carried out by TIC and the Organiser will reimburse any costs relating to these repairs. The Organiser will not be responsible or liable to TIC for the repair of any defects existing at the start of the Period of Hire and noted on the list prepared in accordance with Clause 6a above

#### PAYMENTS

- 7a. The Organiser undertakes to pay the Total Amount strictly in accordance with the provisions of this Agreement. All times for payment stated in the Particulars of Hire or these Conditions are of the essence. The Organiser shall pay all amounts due hereunder for which no time period is specifically stated or otherwise agreed in writing between the parties, immediately upon the date of the invoice issued by TIC in respect thereof, notwithstanding that the invoice submitted may provide otherwise.
- b. Notwithstanding any other right or remedy available to TIC hereunder, where any payment to be made under these Conditions or the Particulars of Hire, prior to the commencement of the Period of Hire becomes due but remains unpaid, TIC shall be entitled, without incurring any liability to the Organiser, to refuse the entry of the Organiser, its employees, agents or sub-contractors, to the Centre (including during the Period of Hire itself) until such time as all such sums due have been paid in full and in cleared funds.

#### BOX OFFICE AND OTHER REVENUE

8. TIC shall have the right to retain without the payment of interest to the Organiser all revenues derived from box office programme and merchandise sales that would otherwise be payable hereunder to the Organiser until the Total Amount and all other charges have been paid in full and if TIC so chooses to apply any such revenues in satisfaction of any balance outstanding of the Total Amount and all other expenses or by way of payment on account thereof.

#### FAILURE TO VACATE HIRED SECTION

9. In the event of the Organiser failing to vacate the Hired Section at the expiration of any of the period(s) of time set out in Section 2 of the Particulars of Hire the Organiser shall pay to TIC in addition to any extra costs incurred on demand a sum of £500 per hour or part thereof while such parts of the Hired Section continue to be occupied by the Organiser together with the amount of any damages and/or other liabilities (including legal expenses) payable by TIC to any subsequent organiser as a result of the Organiser's failure to vacate.

#### ANCILLARY CHARGES

10. The Organiser shall pay when invoiced all charges relating to telephone calls, fax, modem, photocopying and related services used by the Organiser or its agents at the Centre during the Period of Hire.

#### RETENTION OF DEPOSITS

11. Subject to the provisions of clauses 44, 47 and 47a below, in the event of termination of this Agreement prior to the commencement of the Period of Hire whether by TIC in accordance with the provisions hereof or by the Organiser, then in either such case and without prejudice to the other rights of TIC arising in such circumstances TIC shall be entitled to retain any deposits or other sum of money that may have been paid by the Organiser (who shall have no claim against TIC for the recovery thereof) and shall be entitled to immediate payment of any unpaid part of the Total Amount. This shall include the right to retain or demand payment as the case may be of all charges due from the Organiser on account of the provision of the Additional Services where the cost of providing such Additional Services has already been incurred by TIC prior to the cancellation.

#### INTEREST

12. If the Organiser shall fail to pay any sum due hereunder by the prescribed date the Organiser shall be obligated to make a payment of interest on the amounts outstanding and overdue at the rate of 1.5% per month or part thereof. If TIC elects not to cancel this Agreement as mentioned in this clause then the amounts outstanding together with interest thereon shall remain due and payable forthwith and until paid TIC shall remain entitled to determine this Agreement at any time.

#### VALUE ADDED TAX

13. All amounts specified herein are exclusive of Value Added Tax. The Organiser shall pay Value Added Tax at the appropriate rate in respect of all amounts due to TIC hereunder when invoiced therefor.

#### DEDUCTIONS

14. All sums due by the Organiser to TIC hereunder shall be paid without any deduction except as required by law in sterling in London converted (if applicable) at the appropriate rate of exchange at the due date of payment.

#### RETENTION OF REVENUES

15. TIC shall retain all revenues derived from ticket sales until fourteen (14) days after the end of the Period of Hire when, subject to Clause 8 hereof, after deducting any part of the Total Amount remaining due and any other monies payable to TIC and any refunds claimed on cancellation of the whole or part of the Event TIC shall account to the Organiser for the balance.

#### CREDIT CARD PAYMENTS

16. TIC reserves the right to refuse payment by credit card or any other method of payment proposed by the Organiser.

#### TICKETS

- 17.a Where TIC arranges the printing and issue of admission tickets and (if applicable) security passes, the Organiser shall at least fourteen days and in good time before the printing of such materials provide TIC with notice of the details to be printed thereon. The cost of printing tickets and any security passes shall be paid by TIC and recharged to the Organiser at cost.
- b. Where admission tickets are sold only on the date of admission to the Event, the Organiser shall ensure that all prices of admission are clearly stated in writing to the public before they enter the Centre.
- c. TIC will arrange for the sale of tickets as requested by the Organiser.
- d. TIC shall provide the usual cloakroom tickets and shall be entitled to retain receipts therefrom.

#### PUBLICITY

- 18.a. TIC shall have no responsibility for promoting the Event and makes no representation as to the number of tickets likely to be sold.

- b. The Organiser shall submit the design and layout of all its publicity and promotional material (including brochures and newspaper advertisements) to TIC for its prior approval, such approval not to be unreasonably withheld. Such publicity material shall refer prominently to the fact that tickets for the Event are available at the Box Office. TIC reserves the right to stipulate the type and style of the words "Telford International Centre" and/or its associated marks as it is used in all such material.
- c. All publicity and promotional material and all programmes shall with reasonable prominence bear the TIC's logo or its associated marks.
- d. Without prejudice to sub-clause b above the Organiser shall not issue or publish any poster advertisement prospectus programme or other literature relating to the Event or the Centre without the prior approval in writing of TIC such consent not to be unreasonably withheld. TIC shall be entitled to demand the withdrawal forthwith of any poster advertisement prospectus programme or other literature that contravenes the provisions of this sub-clause and the Organiser shall forthwith comply with such demands.

#### MERCHANDISING

- 19.a TIC shall have the right to retain sections of the Centre as specified in the Plan referred to in Section 2 for the sale of its own merchandise, the proceeds from which shall belong wholly to TIC.
- b. The rights specified in Clause 19a hereof may be exercisable by TIC or by any previously approved and appointed concessionaire of TIC.

#### ADVERTISING

- 20.a. TIC has and hereby retains the exclusive right to display all advertisements in and around the Centre and no flag decoration advertisement or other article of whatsoever description shall be affixed to the exterior or the interior of the Centre without the prior written consent of the TIC.
- b. TIC reserves the right to remove (or require the immediate removal by the Organiser of) any unauthorised flag decoration advertisement or other article which is affixed to the interior or exterior of the Centre in breach of Clause 20a.
- c. This Clause shall not prevent the display of sponsor boards during the Period of Hire the number of which and the siting thereof shall be at the discretion of TIC.

#### CATERING AND REFRESHMENTS

- 21.a. TIC's appointed caterer shall have the exclusive right to provide all bar and catering facilities with the right to sell and provide all refreshments consumed at the Centre and to provide such catering facilities as it may in its absolute discretion think fit together with the right of access for these purposes. All receipts from the provision of such services are to be retained by TIC and/or its appointed caterer.
- b. All decisions regarding the availability of alcoholic drinks during the Event are at the sole discretion of TIC and subject to the Organiser obtaining (at its cost) all and any necessary licences or other required consents or approvals.
- c. Certain areas of the Centre are used as hospitality areas and may be made available to the Organiser by prior arrangement upon terms to be agreed.

#### NUMBER OF ATTENDEES

- 22.a. The Organiser may give written notice to TIC, reducing contracted numbers to the event by up to 5% by giving no fewer than 5 working days' notice before the first day of the Event. Final charges will then be re-calculated to reflect this reduction of up to 5%. Should Contracted numbers reduce by more than 5%, only 5% reduction in final charges will apply
- b. Any increase in the originally contracted numbers will be accommodated at TIC's discretion and charged accordingly.

#### CAR PARKING



- 23a. Without prejudice to the provisions of Clause 3i hereof TIC will endeavour to make adequate car parking facilities available for persons attending the Event but cannot guarantee the provision of such facilities.
- b. TIC reserve the right to charge for car parking facilities at a rate which it considers reasonable and to retain the receipts therefrom.

#### SPONSORSHIP

24. TIC recognises that the Organiser may wish to involve a sponsor or sponsors in connection with the Event.
- a. Provided that the Organiser shall have produced to TIC not later than 90 days before the commencement of the Period of Hire (except where the Licence Agreement is entered into by the Organiser within 90 before the commencement of the Period of Hire in which event the Organiser shall comply with the terms of this Clause 24 as soon as reasonably practicable after entering into the Licence Agreement) full details of the identity of the proposed sponsor(s) and of the nature of the proposed sponsorship TIC may in reasonable circumstances be prepared to relax such of the provisions of this Agreement as may be necessary to enable such sponsorship to proceed, subject to the Organiser notifying TIC in writing of the identity of the sponsor(s). No variation of this Agreement shall, however, be effective unless (and then only to the extent) agreed in writing by TIC.
- b. TIC reserves the reasonable right to refuse to allow the Organiser to involve a sponsor or sponsors if in the opinion of TIC the involvement of such sponsor or sponsors would be injurious to the assets or reputation of TIC or the Centre.

#### STANDARD REGULATIONS APPLICABLE AT TELFORD INTERNATIONAL CENTRE

- 25a. The Organiser shall not obstruct any exit from or passage or gangway in the Centre nor shall the Organiser remove or otherwise interfere with any fire fighting apparatus.
- b. No additional lighting or extension from existing power sources or light fittings or any electrical gas or other appliance which requires compressed air water or drainage shall be made or employed by the Organiser without the previous written consent of TIC.
- c. No explosive, petroleum or radioactive material or any other item of a noxious or dangerous nature shall be brought into or used in the Centre without the written consent of TIC.
- d. The Organiser shall notify TIC immediately on becoming aware of any accident or injury occurring in the Centre.
- e. The Organiser shall observe and comply with any reasonable additional regulations and directions TIC may make in relation to the Centre and as are exhibited from time to time in the Centre.
- f. The Organiser shall take all reasonable care of the Centre and all property therein and meet the cost of all damage and loss caused to the Centre and any property therein (fair wear and tear and damage by insured risks excepted) which may be caused by its officers, agents, contractors and exhibitors or exhibitors contractors.
- g. The Organiser shall not without the prior written permission of TIC make any alterations to the structure internal layout fittings decorations or furnishings of the Hired Section
- h. The Organiser shall ensure that all structures, things, goods and chattels brought into the Centre or installed during the Period of Hire are removed within the Period of Hire and the Organiser shall (without prejudice to the provisions of Clause 8 hereof) be charged at a rate which will reimburse all expenses and liabilities of TIC as a result of any overrun.
- i. All facilities provided by TIC will be under the control of and operated only by TIC's technical staff or persons authorised by TIC and the Organiser shall be liable for any damage arising from the unauthorised use of such facilities or any interference therewith.
- j. Notwithstanding anything contained herein TIC may for security purposes stop and search any person entering the Centre and shall be entitled to refuse to allow any person or thing to enter into the Centre which TIC considers to be a risk to the comfort safety or security of the Centre or the persons therein and TIC may in any case refuse admission to the Centre to any person who is unable to present authority from the Organiser to enter the Centre.



- k. TIC reserves the right of entry for its servants contractors and agents at all times to enter and view the Hired Section and the arrangements made by the Organiser for the supervision thereof and for any other reason or purpose at all times using its best commercial endeavours to minimise disruption and inconvenience to the Organiser and the Event.
- l. The Organiser shall not:
  - i. Permit the volume of any music or other sound to interfere with announcements which may be made on the public address system to exceed the level determined by relevant authority or reasonably determined by TIC to be excessive. If the permitted sound level is exceeded, TIC and/or the Duty Manager shall notify the Organiser and if, notwithstanding such notification, the volume of noise subsequently exceeds such level, TIC and/or the Duty Manager shall have discretion to close the Event temporarily or permanently.
  - ii. Use or allow the use of any device which radiates electric waves capable of causing induction or interference with radio or other electrical apparatus in the vicinity and the Organiser shall take effective steps to suppress at source interference due to the operation of electrical apparatus and in the event of such steps proving unsatisfactory shall cause the operation of such apparatus to be suspended forthwith if required by TIC to do so.
  - iii. Suspend anything from the ceiling of the Hired Section until the same and the manner of suspension thereof shall have been previously approved in writing by TIC and shall not raise or lower anything from the ceiling or similar place during the Event.
  - iv. Overload any part of the Centre or the mechanical services apparatus hoists and other equipment serving the same and shall comply with TIC's directions and any requirements of the local authority regarding their manner of use and of maximum weights.
  - v. Not sell or distribute any food tobacco or beverage (alcoholic or otherwise) within the Centre during the Period of Hire nor permit any third party to do the same except for under concessions authorised by TIC.
  - vi. Use or permit or suffer to be used any portion of the Hired Section for the holding of any sale by auction nor for the purpose of gaming wagering betting or game or chance nor for cooking (except for cooking in full view of the public for the purpose only of demonstration).
  - vii. Admit any animals of any kind to the Centre with the exception of guide dogs for blind persons or hearing dogs for deaf persons without the written consent of TIC and if such written consent is given the Organiser shall be responsible for ensuring that all the animals have been inoculated and the appropriate precautions have been taken and all the requirements of Public and Local Authorities have been observed and performed.
  - viii. Install any oven geyser gas ring or other gas heating appliance except as approved by the Local Authority and TIC and when so approved only rigid gas piping of the approved British standard and design shall be used. Compressed air oxygen acetylene hydrogen or other gases or liquids under pressure shall not be used except with the written consent of the Local Authority and TIC and then only in the position and manner as approved.
  - ix. Do anything which may infringe the sole right of TIC or its licensees to supply food liquor tobacco or other refreshments and in particular shall not bring into the Centre any food liquor or refreshment without the previous written consent of TIC.
  - m. If any structures goods chattels rubbish or debris (other than any rubbish or debris agreed to be removed by TIC) are not removed to the entire satisfaction of TIC, then TIC shall be entitled to remove the said structures good chattels rubbish or debris from the Hired Section or the Centre and all costs and expenses thereby incurred shall be recoverable from the Organiser as a debt due on demand and TIC shall not be liable to the Organiser or any third party for any damage occurring to such structures goods chattels rubbish or debris by reason of such removal.

- n. TIC shall be entitled to impose a rule prohibiting smoking in all or any part of the Hired Section or the Centre at any time during the Event.
- o. The Organiser accepts that TIC has the right to use or cause to be used any sections or areas of the Centre not included in the Hired Section or associated public parts for any purpose deemed suitable by TIC. No arrangement for the use of such sections or centres for purposes in competition with the Event will be made by TIC.
- p. TIC reserves the reasonable right to refuse admittance to the Centre of any director office partner employee agent sub-contractor exhibitor guest invitee visitor or attendee of the Organiser or to the Event if in the opinion of TIC the admittance of any such person would be injurious to the assets or reputation of TIC or the Centre.

#### PUBLIC ORDER AND ENTERTAINMENT LICENCES

- 26. The Organiser shall ensure that good order is kept in the Hired Section throughout the Period of Hire and that nothing shall be done which shall in the reasonable opinion of TIC be obscene, immoral or harmful to the reputation of the Centre or of TIC. TIC may forbid or restrict any activity which it reasonably considers may be prejudicial to its interests in any way or which may offend against normal standards of decency or endanger public order or safety. The Organiser undertakes to remove forthwith any object or person upon being requested by TIC to do so.
- 27. The Organiser expressly acknowledges that the operation of the Centre and the presentation and running of the Event at the Centre is conditioned by and subject to various entertainment and other licences held by TIC or which the Organiser may be required to obtain. Accordingly, the Organiser undertakes as a fundamental condition of this Agreement to comply with all reasonable instructions and directions that may be given by TIC which are connected with the compliance with such licences or generally the maintenance of good order at the Centre. Without prejudice to the foregoing the Organiser recognises that TIC must ensure that no person connected with the Event may breach or contribute to a breach of any term condition or restriction contained in such licences. If in the reasonable opinion of any duly authorised representative of TIC good order is not being maintained at any time during the Period of Hire, or any term of any licences is being breached or prejudiced, or the circumstances are such that good order or the health and safety of any person or party could be jeopardised by the conduct of any person participating in or employed in connection with the Event then that representative shall have the right on behalf of TIC to close the Event for such period as TIC may require for the purpose of being satisfied by the Organiser that the Event may resume for the balance of the Period of Hire without further risk of breach to any such licences or other requirements set out herein.

#### COMPLIANCE WITH STATUTORY REQUIREMENTS

- 28. The Organiser will at its own expense observe and comply with all statutory requirements and all bye-laws and regulations of any local or other statutory authority in connection with the Event and the loading and unloading of materials in connection therewith.

#### DUTY MANAGER

- 29a. All matters arising with respect to the Event and the use by the Organiser of the Hired Section shall be referred in the first instance to the Duty Manager.
- b. The Organiser undertakes to comply forthwith with any reasonable instruction issued by the Duty Manager who shall be empowered hereunder to suspend or to take control of the Event insofar as he may reasonably apprehend that such action is necessary in order to ensure compliance with the provisions of this Agreement.

#### COPYRIGHT AND TRANSMISSIONS

- 30. The Organiser must not transmit or broadcast by telegraph telephone wireless television or other means or make any visual or sound recording of the whole or any part of the Event except with the previous written consent of TIC containing the conditions and terms of payment to TIC as applicable. If TIC shall give its consent pursuant to this Clause the Organiser shall (unless otherwise agreed in writing by TIC) be obliged to ensure that appropriate screen credits are given by the companies concerned to TIC in a form acceptable to TIC in respect of the Centre.
- 31. TIC shall have the right to take photographs of the Event for marketing and advertising purposes only. The Organiser shall not take any photographs in or of the Centre or any part thereof without the previous written



permission of TIC save for official photographs taken on behalf of the Organiser within the Hired Section or by an accredited press photographer.

32. The Organiser undertakes to deliver to TIC forthwith on demand but in any event no later than 14 days prior to the commencement of the Event all information as TIC may require in order to comply with the regulations of The Performing Right Society Limited.
33. The Organiser shall be responsible for the payment of all fees and royalties due to the Performing Right Society Limited and Phonographic Performance Limited in respect of the Event and shall not permit to be performed at the Hired Section any work in which copyright subsists without obtaining the previous consent in writing of the copyright owner or other persons authorised by such owner to give such consent.

#### INDEMNITIES AND LIABILITIES

34. Save in respect of any loss arising directly from the negligence of or breach of this Agreement by TIC, the Organiser will indemnify TIC, its officers, servants and agents against all loss damage or injury sustained by the Organiser, its agents, servants or employees and any exhibitor participating in the Event and all property and equipment belonging thereto and any loss damage or injury sustained by TIC, its agents, servants or employees in each case caused by any act or omission of the Organiser, its officers, servants or agents.
35. Save in respect of any loss arising directly from the negligence of TIC, the Organiser will further indemnify TIC, its officers, servants and agents against any loss damage or injury suffered by or caused to the Centre or any part thereof or any property of TIC therein caused by the acts or omissions of the Organiser, its officers, servants or agents and such indemnity shall extend to and cover all direct and foreseeable losses, costs, charges and expenses including any loss of revenue or loss of contracts suffered by TIC occasioned by such loss, damage or injury.
36. The Organiser must not do or permit or suffer to be done anything which may render payable any increased or extra premium under policies of insurance effected by TIC in respect of the Hired Section or the Centre or any part thereof or which may make void or voidable any such policies.
- 37a. Save as otherwise expressly set out herein, TIC shall not be responsible for any loss, damage or injury of whatsoever kind and howsoever arising which may be incurred by or caused to the Organiser, its employees, servants or agents during the Period of Hire or otherwise pursuant to or in connection with this Agreement provided that nothing in this clause shall exclude or restrict any liability of TIC for death, personal injury or other losses resulting from the negligence of TIC or its servants or agents.
  - b. Save for liability for death or personal injury resulting from the negligence of TIC its servants or agents, the entire liability of TIC under or in connection with this Agreement shall not exceed the Total Amount.
  - c. The Organiser shall indemnify TIC from and against all losses, damages, costs, claims, proceedings and liabilities suffered or incurred by TIC resulting from any claims made by any person visiting, attending or working at the Event where such claim arises out of a breach by the Organiser of the terms of these Conditions, or the negligence of the Organiser, its employees, servants or agents.
  - d. Whilst every effort is made to ensure that double bookings are not made and/or that any specific hired section is available, TIC reserves the right if it transpires that the event has been double booked to move the event to an alternative hired section or date, subject to an alternative section or date being available and to that alternative section or date being, in the reasonable view of TIC, suitable for accommodating the event. TIC agree that, if an event is required to be moved to an alternative section or date, then TIC will take all reasonable steps to ensure that the moving of the event is undertaken with the least possible disruption to the organiser and TIC will make every effort to ensure that the event continues to meet the reasonable expectations of the organiser. TIC shall not be responsible for any losses or expenses claimed in the event that TIC elect to move the event to an alternative section or date.
38. Save in respect of termination of this Agreement by the Organisers as a result of deliberate or negligent breach of its terms and conditions by TIC, TIC shall not be responsible for any losses suffered by the Organiser arising from the termination of this Agreement in accordance with its terms.
39. TIC shall in no circumstances be responsible for indirect or consequential damage or loss whatsoever arising from any breach of this Agreement.
40. TIC shall not be responsible for any loss or damage of whatsoever kind and howsoever arising to any article of any kind brought to or left in the Centre or the Hired Section by any person entering therein save in respect of any loss or damage arising from the negligence or breach of statutory duty of TIC.

41. Save as a result of negligent or wilful default by TIC, its agents, employees or servants, TIC shall not be liable or responsible and the Organiser shall make no claim against TIC for or in respect of any loss, damage or injury, costs, charges or expenses arising out of or in connection with all or any of the following matters or things, namely:
- a. Failure of or default in or breakdown of gas, water, telecommunications or electricity supply (mains or otherwise) or of any apparatus installed or used in connection therewith (whether inside or outside the Hired Section) or of any control system, ventilation system or sanitary arrangement or convenience within or appertaining to the Hired Section or of any heating system normally serving the Hired Section.
  - b. Theft, break-in or trespass upon the Hired Section by any person.
  - c. Loss or damage to any goods or other property whatsoever of the Organiser upon any part of the Hired Section (either within or outside the Period of Hire).
  - d. Loss, damage or injury from any cause whatsoever to persons visiting the Hired Section during the Period of Hire.
42. TIC shall not be liable on account of any official or other prohibition alteration or closing or any use, event, exhibition, display or function by reason of its not conforming with such regulations or from any other cause, nor shall the Organiser be relieved thereby in any way from his obligations to TIC in respect of this Agreement or otherwise.

#### INSURANCE

43. Without prejudice to its obligations hereunder, the Organiser undertakes at its own expense to arrange and maintain insurance cover throughout the Period of Hire including, where applicable, from the date of the signing of the Licence Agreement. Such insurance cover shall include but not necessarily be limited to:
- a. Cancellation and abandonment insurance to include but not be limited to the costs of hire of the Centre, anticipated income payable to TIC and any additional costs that may be incurred by TIC as provided herein;
  - b. Loss of or damage to any goods or other property whatsoever, owned by or the responsibility of the Organiser, upon any part of the Hired Section (either within or outside the Hire Period);
  - c. Employers' Liability insurance in compliance with the current legislation relating to Employers' Liability insurance.
  - d. Public and Products Liability insurance with an indemnity limit of at least £10,000,000 per occurrence.

The insurances required under paragraphs c (Employers' Liability) and d (Public and Products Liability) above must include an Indemnity to Principals clause or similar indemnification of TIC.

The Organiser shall, on demand (which demand may be made at the same time as the execution of the Licence Agreement), produce to TIC evidence of the required insurances (noted in paragraphs a, b, c and d above) to the satisfaction of TIC and, if requested, shall produce the receipts for payment of the relevant premiums. Such evidence shall be provided to TIC not later than two weeks prior to the commencement of the Period of Hire.

If the Organiser fails to provide such evidence of the existence and currency of the required policies of insurance in accordance with the terms of this Clause 43, TIC may arrange such insurance cover on behalf of TIC at the expense of the Organiser and in such case the premiums payable by TIC shall be added to the Total Amount.

#### TERMINATION

44. If any sums payable hereunder or any part thereof is not received on the due date of payment or the Organiser shall fail to observe and perform any material conditions on its part to be observed and performed hereunder or in the event of the Organiser (if limited company) going into liquidation save for the purpose of amalgamation or reconstruction or a receiver administrative receiver or administrator is appointed over all or any part of the Organiser's undertaking property or assets or (if not a limited company) committing any act of bankruptcy or making an assignment for the benefit of creditors or if the Organiser suffers any distress or execution on its goods or the Organiser ceases or threatens to cease carrying on business and in any such case it shall be lawful for TIC forthwith or at any time thereafter to terminate this Agreement by giving notice in writing to the Organiser and upon the giving of such notice the hiring hereunder shall cease and determine without



prejudice to any other rights or remedies or TIC in respect of such default breach or omission. TIC shall in that event be entitled to retain such amount of the Hire Charge as it shall have already received and be entitled to demand immediate payment of any unpaid part of the Hire Charge and shall be entitled to retain or demand payment as the case may be of all charges due from the Organiser on account of the provision of additional services where the cost of providing such additional services has already been incurred by TIC prior to the default breach or omission as the case may be PROVIDED ALWAYS that if TIC should terminate this Agreement pursuant to the provisions hereof prior to the date on which the period of Hire would otherwise have commenced then if TIC shall find another suitable Organiser for the whole or part of the Hired Section (which TIC shall use its reasonable endeavours to do) TIC shall refund the Organiser a sum equal to the hire charge paid by the Organiser (not exceeding the amount obtained from the subsequent Organiser) less any costs incurred by TIC, its servant or agents in connection with the rehiring of the Hired Section.

#### FORCE MAJEURE

45. For the avoidance of doubt and without prejudice to the generality of the following Clause in this Section "causes beyond its control" shall include but not be limited to fire tempest flood riot civil commotion explosion and any kind of strike lockout or comparable industrial action war shortage of materials and interruption of transport water electricity gas and other services, the requisitioning of the Centre by Her Majesty's Government or any other public authority upon any occasion of national emergency or otherwise or any other cause beyond the reasonable control of such party.
46. TIC shall not be liable for any loss damage or inconvenience whatsoever occasioned by any interruption in or failure to provide any staff, services or facilities due to any cause beyond the control of TIC or on account of TIC lawfully exercising its rights hereunder.
47. Where TIC by reason of causes beyond its control fails to provide the Hired Section or a material part thereof ready for use at the commencement or at any time during the Period of Hire then the hiring will be cancelled unless the parties agree to a suspension during part of the Period of Hire and in any such case TIC shall be under no liability whatsoever to the Organiser or any licensee of the Organiser for any loss damage or inconvenience which they may sustain in consequence of such cancellation or suspension.
- 47a. In the event of cancellation pursuant to Clause 47 above the Organiser shall be under no liability to TIC in respect of future obligations hereunder and shall be entitled to be paid all sums already paid under the hiring subject to a deduction of a sum equal to TIC's costs up to the date of cancellation and such part of the hire charge attributable to any part of the Period of Hire prior to the cancellation.
  - b. In the event of suspension during part of the Period of Hire pursuant to Clause 47 above, the Organiser shall be relieved of any Hire Charge in respect of the period of suspension and shall be liable to pay TIC that proportion of the Hire Charge and of any additional charges which are attributable to the period after suspension during which the hiring is operative.
48. For the purpose of the preceding clause hereof TIC shall be entitled to withhold the use of the Hired Section if the Hired Section or the Centre shall not in the opinion of TIC be fit for use on the day or dates of the Event without danger to the public or any part thereof shall have been destroyed or damaged in any way or TIC shall be engaged in repairing, remedying or making good such damage or attempting to do so.
49. If any alterations restricting the floor space or seating capacity or otherwise interfering with the full use and enjoyment of the Hired Section by the Organiser are made or commenced by TIC after the date hereof arising from any requirement of the local or any other statutory authority TIC shall notify the Organiser immediately upon becoming aware of such requirement and the consideration for the use of the Hired Section shall be reduced proportionately but otherwise the hiring shall continue in full force and effect and TIC shall not be liable in any way to the Organiser for such interference or for any damage arising therefrom provided that in the circumstances mentioned in this Clause 49 the Organiser shall be entitled to terminate this Agreement if within seven days of being notified by TIC of the relevant circumstances the Organiser serves notice upon TIC to such effect in which case all sums paid by the Organiser to TIC shall be refunded in their entirety save for any non-refundable costs which have been incurred by TIC.

#### HEALTH & SAFETY

- 50a. In respect of Health and Safety the parties hereto acknowledge their respective responsibilities under the Health and Safety at Work Act 1974 and for guidance TIC's current statement of safety policy under the said Act is set out in the Schedule annexed hereto. TIC also recommends that the Association of Event Venues E-Guide [www.aev.org.uk/eguide](http://www.aev.org.uk/eguide) is referred to by the Organiser.

- b. The Organiser shall be responsible for procuring that the Event complies in all respects with any and all relevant obligations or requirements under any Health & Safety legislation and shall further ensure that all risk assessments in respect of the Event required under any Health and Safety legislation or otherwise required by TIC are undertaken and completed in good time prior to the Event copies of all risk assessment are to be passed to TIC 14 working days before the commencement of the Period of Hire and that all recommendations resulting therefrom are fully complied with. The Organiser undertakes to indemnify TIC from and against all losses, costs, claims, damages, expenses and proceedings incurred or suffered by TIC arising from any failure by the Organiser to comply with the provisions of this clause.

#### HARASSMENT AND DIGNITY AT WORK

- 51a. In entering into this Agreement, the Organiser undertakes to comply and to procure the compliance of its employees, servants, agents, contractors, sub-licensees, delegates (or any other person under the control of or otherwise attending the Centre at the direction of any of the aforementioned persons or parties) in all respect with TIC's current Harassment Policy and Dignity at Work Policy (copies of which are available upon request) in relation to TIC's employees, agents, contractors, clients, delegates and all other visitors to the Centre. TIC shall be entitled (without incurring any liability to the Organiser) to remove from the Centre, or any other TIC premises, any persons or party in breach of the aforementioned policies and refuse their further admission to TIC's premises.
- b. The Organiser undertakes to indemnify TIC and hold it harmless from and against all losses, costs, damages, claims, expenses and proceedings suffered or incurred by TIC and arising from any breach by the Organiser of the provisions of clause 51a above

#### GENERAL

- 52a. All obligations stipulations and conditions on the part of the Organiser herein continued shall apply equally to the Organiser's servants agents contractors sub licensees and visitors (insofar as the same are relevant) and the Organiser shall be responsible for ensuring their compliance herewith.
- b. Whilst TIC undertakes not to make the Hire Section available to any third party during the Period of Hire, nothing in this Agreement shall entitle the Organiser to the exclusive use, possession and enjoyment of the Hired Section as against TIC and nothing in this Agreement shall operate to vest in or confer upon the Organiser any tenancy or right to exclusive possession or occupation of the Hired Section or any part thereof nor any right, licence or liberty, save such as is hereby expressly granted.
- c. The Organiser shall not without the express prior written consent of TIC assign sub-contract license or otherwise dispose of any part of its rights or obligations under this Agreement.
- d. This Agreement shall apply to the exclusion of all other terms and conditions including any terms or conditions which the Organiser may purport to apply under any document, letter or communication. Any variation to this agreement (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by an authorised representative of the TIC.
- e. Any notice to be given by either party to the other hereunder may be sent by post or telex to the address of the other part as hereinbefore appearing or such other address as such party may from time to time have communicated to the other in writing and if so sent by post shall be deemed to have been received on the day following the date of posting. In proving service of notice given by post it shall be sufficient to show that the notice was properly addressed stamped and posted by first class mail.
- f. In the event of any dispute or difference arising between the parties hereto regarding the interpretation or performance of this Agreement or any claim or demand arising thereunder the same shall be dealt with under the Arbitration Act 1996 (or any amending or re-enacting Act) by an Arbitrator appointed in the event of disagreement by the President for the time being or the Institute of Arbitrators.
- g. This Agreement is subject to the laws of England and Wales. All disputes arising out of this Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- h. The headings in this Agreement are for convenience only and shall not affect its interpretation.
- i. Any provision of this agreement which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this Contract.
- j. Save where otherwise specified in the particulars of Hire No term of this Agreement is intended for the benefit of any third party, and the parties do not intend that any term of this Agreement should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.