

TERMS & CONDITIONS



All Events shall be subject without exclusion to the following Terms and Conditions.

In these Terms and Conditions the following definitions apply:

- Agreement** is the letter of agreement and these terms and conditions;
- Client** is the person, organisation, company or other body responsible for booking the Event and includes its employees, agents or subcontractors;
- Company** is Friends House (London) Hospitality Ltd, company registration number 06204129;
Data Protection and Privacy Legislation (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and UK Data Protection Act 2018, then (ii) any successor legislation to the GDPR or the Data Protection Act 2018, (iii) The Privacy and Electronic Communications (EC Directive) Regulations 2003;
- Delegates** means people attending the Event;
- Event** is the event in respect of which the Client has made a booking;
- Friends House** is the building at Friends House 173-177 Euston Road London NW1 2BJ;
- Hiring Period** the period of hire of the Venue, as set out in the Letter Agreement;
- Letter Agreement** is the letter agreement attached to these Terms and Conditions which form part of the Agreement;
- Lettings Policy** means the Company's policy available at <https://www.friendshouse.co.uk/friends-house-letting-policy>
- Services** means the services listed in the Letter Agreement;
- Terms and Conditions** are these terms and conditions;
- The Light** is the main auditorium;
- The Society** is the Britain Yearly Meeting of the Religious Society of Friends (Quakers);
- Venue** is the room(s) hired, as set out in the Letter Agreement;
- Working Day** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1. THE AGREEMENT

- 1.1 By signing and returning these Terms and Conditions to the Company, the Client accepts and acknowledges that it is entering into an Agreement with the Company that is made on and subject to the terms of the Letter Agreement and these Terms and Conditions.
- 1.2 Subject to the acceptance, observance and performance of the conditions set out in this Agreement, the Company hereby licenses and authorises the Client (his agents, assigns and all persons duly authorised by him or them) to enter upon and use such parts of Friends House noted in the Letter Agreement, for the sole purpose of holding the Event during the Hiring Period.

2. RESERVATIONS

- 2.1 All reservations will be held on a provisional basis for a limited period of time, as outlined by the Company in the Letter Agreement.
- 2.2 Failure to return a signed copy of these Terms and Conditions to the Company and pay the initial deposit (if applicable) shall mean no Agreement is entered into between the parties and accordingly, the Company may (at its sole discretion and without notice to the Client) release the reservation and re-book the Venue with another client. The Company may release the Venue without further notice. The Company will only accept a reservation after this date from the Client on a space available basis.

3. SERVICES

- 3.1 In addition to the provision of the Venue, the Company will use its reasonable endeavours to provide the Client with the Services.
- 3.2 In the event of the Company's inability to provide any or all of the Services (e.g. because of the circumstances described in clause 19.4 below), the Client hereby agrees to make no claim against the Company for or in respect of any loss, damage, delay, injury, costs, charges or expenses thereby sustained.

4. PAYMENT

- 4.1 Unless the parties otherwise;
- a) payments must be made by the Client in accordance with the deposit and payment details set out in the Letter Agreement;
- b) the Company reserves the right to retain any payments received following the cancellation of the booking in accordance with the cancellation charges set out in clause 5;
- c) any payments due from the Client must be paid by the due date specified in the Letter Agreement. If the Client fails to pay the deposit amount due by the date specified, the Company may treat the booking as having been cancelled by the Client. Invoices sent after the Hiring Period are payable within 30 days of receipt.
- 4.2 The Company may, without prejudice to its other rights, charge interest and compensation on overdue accounts pursuant to The Late Payment of Commercial Debts (interest) Act, 1998.
- 4.3 The Company has the right to refuse future bookings until all overdue payments are settled and may request full pre-payment on all subsequent bookings.



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- 4.4 Full pre-payment will automatically apply to: (a) new Clients; (b) for bookings over £3,000; (c) bookings that use The Light; and (d) non-UK based companies, individuals and Clients with no credit with the Company.
- 4.5 If the Client makes a request to the Company that payment is made by a third party, the Company will require written confirmation from the third party (to the satisfaction of the Company) that they accept liability for such payment. This must be received by the Company no later than 14 Working Days prior to the start of the Hiring Period. Where this is not received within the time period specified in this clause 4.5 and/or if the third party fails to settle (in full) any payment due to the Company, by the due date for payment, the Client shall be responsible for the full settlement of all payments due to the Company.
5. CANCELLATION BY THE CLIENT
- 5.1 If the Client cancels an Event, the following charges will be due. In each case, the percentage charge applies to the estimated total for the Event at the time of cancellation.
- Totals less than £3,000 (including VAT)**
- For cancellation more than 91 days prior to the commencement of the Hiring Period– No charge
For cancellation between 61 days and 90 days prior to the commencement of the Hiring Period– 25%
For cancellation between 31 days and 60 days prior to the commencement of the Hiring Period– 50%
For cancellation between 1 day and 30 days prior to the commencement of the Hiring Period – 100%
- Totals more than £3,000 (including VAT)**
- For cancellations more than 360 days prior to the commencement of the Hiring Period – no charge
For cancellation between 271 days and 360 days prior to the commencement of the Hiring Period – 25 %
For cancellation between 181 days and 270 days prior to the commencement of the Hiring Period – 50 %
For cancellation between 91 days and 180 days prior to the commencement of the Hiring Period– 70 %
For cancellations between 1 day and 90 days prior to the commencement of the Hiring Period – 100 %
- 5.2 At its discretion, the Company will waive or refund all or portion of assessed cancellation fees, in the event that lost revenue is recovered by the hire of cancelled space to another client.
6. CANCELLATION BY THE COMPANY
- 6.1 Should the Company not be able to accommodate the Event at I Venue it reserves the right (without liability to the Client) to locate the Event at another venue (within reasonable proximity) and which is reasonably comparable with the Venue that was originally booked. The Company will notify the Client of such requirement as soon as possible. If the Client no longer wishes to continue with the booking, in such circumstances the Client can cancel their booking with the Company by providing the Company with written notice in accordance with the provisions of this clause 6.1). For bookings within 30 days, the Client must within 24 hours of receiving notice from the Company to change the Venue, provide written notice to cancel. For all other bookings, the Client must, within 5 Working Days of receiving the Company's notice to change the Venue, provide written notice to cancel.
- 6.2 The Company may cancel a booking at any time without incurring any liability to the Client if the:
- a) Venue or any part of it is or, in the reasonable opinion of the Company is likely to be, closed or access to it or its use restricted in any way due to force majeure circumstances set out in clause 2;
- b) Venue is sold or no longer under the management of the Company;
- c) Client becomes insolvent or enters into liquidation, bankruptcy or receivership or the Company has reasonable grounds for believing that the Client is unable or unlikely to be in a position to make payment;
- d) Client fails to pay the deposits requested under the Letter Agreement;
- e) Client is more than 30 days in arrears with any payment to the Company; or
- f) booking is in conflict with the Lettings Policy and might prejudice the reputation of Friends House, the Company and/or the Society.
7. USE OF THE VENUE
- 7.1 The use of the Venue is wholly controlled and managed by the Company.
- 7.2 The Client shall not use the Venue for any purpose other than those specified in this Agreement and no activity or Event shall be permitted at the Venue or Friends House which is not fully in accordance with the purposes so specified at the time of booking and included in the description in the Letter Agreement or which would imperil the licenses held by the Company. The Company shall be the sole judge as to whether any act or thing done or permitted is or is not in accordance with the purposes specified.
- 7.3 With regard to the use of the Venue, the Client agrees the following:
- a) the Client and Delegates must remain within the specific areas hired by the Client, and must not disturb others' use of the Venue and/or Friends House;
- b) the Client will not use any part of the Venue:
- i. for any unlawful purpose or in any unlawful way;
- ii. for any immoral purpose or in any immoral way; or
- iii. in any way which could damage the reputation of the Company or the Society;
- 7.4 The Client will not:
- a) act in any way likely to invalidate or affect any insurance policy taken out in respect of Friends House. The Client shall ensure that persons using the Venue during the Event comply with this clause;

- b) use any equipment in the Venue without the prior written consent of the Company;
- c) make any alteration or addition whatsoever to the Venue without the prior written consent of the Company;
- d) drive any bolts, nails, tacks, screws, pins or other like objects into any part of the Venue or use any adhesive to attach anything to any part of the Venue without the prior consent of the Company;
- e) alter, move or in any way interfere with any lighting, heating, power or other electrical fittings or appliances in the Venue;
- f) display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Venue or elsewhere in Friends House without the prior written consent of the Company;
- g) do anything at the Venue which is illegal or which may be or become a nuisance (whether actionable or not) damage, annoyance or inconvenience or disturbance to the Company or any other people in Friends House or any owner or occupier of neighbouring property. The Client shall ensure that persons using the Venue during the Event comply with this clause
- h) obstruct any common parts of Friends House or make them dirty or untidy or leave any rubbish on them; and
- i) do anything that will or might constitute a breach of any consents or licences affecting Friends House or which will or might vitiate in whole or part any insurance effected by the Company in respect of the Venue or Friends House from time to time.

7.5 The Client will leave the Venue in a clean and tidy condition and remove any furniture, equipment and goods at the end of the Hiring Period.

8. DELEGATE NUMBERS

- 8.1 If the final number of Delegates are higher than the minimum guaranteed numbers, these will be charged by the Company and paid by the Client immediately upon demand. Otherwise, the agreed numbers of Delegates specified in the Letter Agreement shall apply.
- 8.2 If actual number of Delegates at the Event exceed the final number stipulated this may result in the Company limiting further attendance at the Event and/or the Company will have the right to terminate the Agreement and cancel the Event. In the event of any dispute regarding the number of attendees, the Company's decision shall be final and binding on both parties.

9. CATERING & ALCOHOL

- 9.1 The Client is not permitted to bring its own food to the Venue. All food must be provided by the Company.
- 9.2 No wine, beer or spirits may be brought into the Venue by the Client, or the Delegates for the consumption on the premises. The Company may, at its discretion, terminate the Agreement forthwith if this clause is not complied with and, in such event, the Client will not be entitled to reimbursement, either wholly or in part, of the cost of the booking.
- 9.3 Any food or beverage found in the Venue or Friends House which has been brought in by the Client or the Delegates may be disposed of by the Company at its discretion.

10. LICENSING AND STATUTORY REGULATIONS AND SECURITY

- 10.1 Friends House and any Events hosted within it are subject to licences and statutory regulations including without limitation those relating to the Health and Safety at Work Act 1974, the Fire Safety and Safety of Places of Sport Act 1987, and entertainment and directions issued by the London Borough of Camden.
- 10.2 All licences and regulations must be strictly observed by the Client and a copy is available from the Company on request.
- 10.3 If the Client requires particular security arrangements these may be discussed with the Company and additional charges may apply. The Company's decision in relation to security arrangements is final.

11. COPYRIGHT, MUSIC, SOUND, FILMING AND THE DISTRIBUTION AND/OR SALE OF LITERATURE

- 11.1 The Client must obtain prior written permission from the Company to carry out any of the following activities at the Venue:
 - a) the organisation or carrying out of any audio and/or visual recording, live links or photography for external publication or distribution;
 - b) the distribution of advertising or promotional material in relation to the event; Note: Invitations to Events held at Friends House must carry the RSVP address of the Client and not that of the Company;
 - c) the affixing or attaching of banners, bills or posters to any walls or fabric of the Venue or railings which form part of the Venue; and
 - d) the sale of books and/or other publications at the Venue.
- 11.2 Any free distribution of literature that may take place by the Client must be done inside the Venue and not in the corridors or any other part of Friends House, including outside the garden and entrances on Euston Road and Endsleigh Gardens.
- 11.3 The Client is responsible for obtaining any entertainment license from the London Borough of Camden and performing rights licence, i.e. music, both live and recorded, from The Performing Rights Society, copyright licences, licences from the Phonographic Performance Ltd and/or any other permission necessary for activities to be conducted at the Venue or in Friends House during the Hiring Period. A copy of all relevant

- licences and/or permissions must be provided to the Company prior to the commencement of the Hiring Period.
- 11.4 Any form of music played at the Event must not be audible outside the Venue. If the level is deemed to be higher than permitted [90dB], the Company may reduce the volume to protect the areas surrounding Friends House. The Client must use a noise controlling device to control the volume level. In the event of a dispute over noise, the Company's decision is final.
- 11.5 Photographs may only be taken either in the area reserved for the Event or, if outside, in an area agreed with the Company in advance.
- 11.6 The Client is requested to inform all guests that they must respect the privacy of others and not upload photographs taken at the Venue to social media where this may cause inconvenience or annoyance. The Client is responsible for any costs, claims or fines suffered or incurred by the Company as a result of any claim for photographs taken at the Venue or in Friends House and posted on such media by the Client or its guests offend or breach data privacy or privacy rights.
- 11.7 In the event that the Client wishes to film the Event or any part of it, it must obtain the prior written consent of the Company. Where such consent is provided, it is done so on the basis that the Client:
- only records in the hired space of the Venue, as set out in the Letter Agreement and not, for the avoidance of doubt any other space, such as the corridors or other rooms in the Venue;
 - has, where required under the Data Protection Legislation, obtained the consent of data subjects to record them. For the avoidance of doubt, the Client is fully and solely responsible for ensuring its compliance with the Data Protection Legislation (and all other applicable laws) when filming individuals; and
 - has provided all data subjects with a data privacy notice, compliant with the Data Protection Legislation, in relation to the processing of their personal data (including data collected via the use of film recordings).
12. SPONSORSHIP, SIGNAGE AND MARKETING
- 12.1 The hire of a Venue does not carry with it any implied endorsement from the Company and the Client is not permitted to make any claim for endorsement.
- 12.2 No images of Friends House (inside and/or outside) may be used by the Client in any form for promotion and/or marketing purposes.
- 12.3 The title of an Event must not include the words the 'Religious Society of Friends', 'Quaker' or 'Friends House' unless specific permission is first obtained in writing from the Company.
13. HEALTH AND SAFETY
- 13.1 The Client must ensure that its use of the Venue does not create any health and safety risks. The Client is responsible for ensuring that all activities performed in the Venue give reasonable consideration to other users of Friends House.
- 13.2 The Client must ensure that it and the Delegates observe all fire and safety regulations. The Client should familiarise itself and the Delegates with the location of fire exits and fire appliances. Access to all doors and fire exits must be kept clear at all times. In the event of a fire, the Client is responsible for reporting to the Company's Duty Manager immediately and taking all reasonable steps to evacuate Friends House and to ensure the safety of all occupants. Smoking is not allowed in any part of Friends House.
- 13.3 Stewards for bookings in The Light need to be provided by the Client, appropriate to the total number of anticipated guests, to ensure that there is a smooth movement of guests during the Hiring Period, and to assist in the direction of guests in an emergency or evacuation. As a guide, a minimum of one steward should be nominated per 100 guests (up to 7 stewards for maximum capacity).
- 13.4 Depending on the activity/nature of the booking, the Company reserves the right to request written risk assessments and these must be provided by the Client within the time period specified by the Company.
- 13.5 A list of delegate names and appointed stewards must be emailed to Reception@quaker.org.uk at least one Working Day ahead of the commencement of the Hiring Period.
14. WELFARE OF PEOPLE WITHIN FRIENDS HOUSE
- 14.1 The Client shall ensure that activities for children, young people and vulnerable adults comply with current child protection and vulnerable adult safeguarding requirements and legislation.
- 14.2 It is the responsibility of the Client to ensure that all necessary child protection checks have been undertaken before the Hiring Period commences. The Company cannot accept any responsibility for the Client's failure to comply with this requirement.
- 14.3 All current legislation and regulations must be complied with during the Hiring Period by the Client so as to ensure that no discrimination takes place regarding gender, race, colour, ethnicity, nationality, religion or belief, sexual orientation, disability or age.
- 14.4 Clients and external contractors may not enter any area other than that necessary and designated for the Event. Entry must be by prior arrangement with the Sales & Events Team, and fire exit and automatic door closures must never be blocked, open or obstructed.
15. ENGAGEMENT OF EXTERNAL CONTRACTORS
- 15.1 The Company reserves the right to refuse access or eject without prejudice any persons, who it considers to be objectionable (including any person engaged by the Client to provide production, entertainment or perform any other duties at the Event.)



- 15.2 All contractors and sub-contractors must abide by the terms of this Agreement and the Client shall remain liable for any of their acts or omissions.
16. **DAMAGE**
The Client must immediately (or on such terms agreed between the Client and the Company) repay to the Company on demand the cost of reinstating and/or repairing all or any part of the Venue or any property of the Company which is damaged, destroyed, stolen or removed, by the Client (whether directly or indirectly) or any of the Client's employees, agents, sub-contractors, Delegates and/or any third parties or persons that are present at the Venue as a result of their connection with, or by invitation of, the Client.
17. **ROOM CHANGE**
The Company reserves the right to move the meeting room, after receiving consent from the Client. In such circumstances, a room suitable for the Event will be allocated by the Company and the Client will be advised as soon as possible of the room name.
18. **FINISH TIMES**
Events and conferences are required to finish at the times agreed and specified in the Letter Agreement. Extensions to this may be possible and are at the sole discretion of the Company and additional charges may apply.
19. **INSURANCE, INDEMNITY AND LIABILITY**
- 19.1 The Client shall at its own expense arrange insurance to cover and keep covered throughout the Hiring Period all its risks and liabilities under this Agreement including risks of cancellation.
- 19.2 The Client hereby agrees to be liable for and indemnify and keep indemnified the Company from and against all actions, claims, demands, costs, expenses, liabilities, loss, damages or other monetary relief (including direct, indirect or economic or consequential loss) brought, made or awarded against or incurred by the Company (directly or indirectly) arising from:
- a) any use of the Venue by the Client or the third parties/individuals it permits access to the Venue under this Agreement;
 - b) any breach or non-performance of all or any of the provisions contained in this Agreement on the part of the Client;
 - c) any act or omission, default or breach of statutory duty on the part of the Client or anyone connected to the Client including those contracted by the Client;
 - d) any claim by anyone connected to the Client for payment for work done or services rendered;
 - e) subject to clause 19.7, any injury or death to persons in or about the Venue, damage to the Venue, the contents of the Venue or property or equipment of the Company, arising out of or in connection with the exercise by the Client of its obligations under this Agreement and/or the Client's occupancy of the Venue. This indemnity will not arise in the event that any of the above circumstances are caused as a direct result of the action or inaction of the Company or on following the specific orders of the Company.
- 19.3 The Company will not be accountable for any items brought on site by the Client or third parties at the start of Hiring Period or left on site once the tenancy ends. If the Company agrees (in writing) for any items to be collected at a later date, these items will still be left at the owner's risk and liability remains with the owner.
- 19.4 Subject to clause 19.7, the Company shall not be liable or responsible for and the Client shall make no claim against the Company for or in respect of any loss, damage, delay, injury, costs, charges or expenses arising out of or in connection with all or any of the following matters or things namely:
- a) a circumstance falling within the scope of clause 21;
 - b) failure of or default in or breakdown of gas, water, telecommunications or electricity supply or of any apparatus installed or used in connection therewith (whether within or without any part of the Venue or Friends House) or of any ventilation system or sanitary arrangements or convenience within or appertaining to the Venue or Friends House or of any heating system normally serving any part of the Venue or Friends House;
 - c) theft breaking-in or trespass upon any part of the Venue or Friends House;
 - d) postal bookings which do not reach the Company;
 - e) loss or damage to any goods or other property whatsoever of the Client upon any part of the Venue or Friends House (either within or without the Hiring Period) except to the extent such a loss or damage has been caused by wilful negligence of the Company;
 - f) loss damage or injury arising from any cause whatsoever to persons visiting any part of the Venue or Friends House during the hiring period except in the case of injury or death to the extent that any such injury or death has been caused by negligence of the Company;
- 19.5 Without prejudice to clause 19.6, and notwithstanding anything contained in this Agreement, in no circumstances shall the Company be liable in contract, tort (including negligence) or breach of statutory duty, misrepresentation or otherwise for any:
- a) increased costs or expenses;
 - b) loss or future loss of profit, business, contracts, revenues or savings; or

- c) special, indirect or consequential loss or damage of any nature whatsoever.
- 19.6 Subject to clause 19.7, the Company's maximum aggregate liability in contract, tort (including negligence or breach of statutory duty) shall be limited to a sum equivalent to the payments made by the Client for the hire.
- 19.7 Nothing in this Agreement shall exclude or in any way limit;
- a) either party's liability for death or personal injury caused by its own negligence;
- b) either party's liability for fraud or fraudulent misrepresentation; or
- c) any other liability which cannot be limited or excluded by law.
20. TERMINATION
- 20.1 The Company may terminate this Agreement immediately on giving the Client written notice:
- a) if the Client does anything which in the reasonable opinion of the Company brings the reputation of the Company into disrepute in any way or carries out any activities which are or may be prejudicial to the good reputation and image of the Company;
- b) if the Client fails to pay any sum due to the Company by the due date and the Company provides the Client with 14 days' written notice requiring it to pay but the Client fails to do so, prior to the expiry of the 14 day notice period;
- c) due to a Force Majeure Event or if a Force Majeure Event is reasonably anticipated by the Company.
- 20.2 Any party may terminate this agreement immediately by giving notice to the other party at any time if:
- a) any other party commits a material breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so or any other party repeatedly breaches any of the terms of this agreement;
- b) any other party, being a company, presents a petition or has a petition presented by a creditor for its winding up or enters into any liquidation (other than for the purposes of bona fide reconstruction or amalgamation), or calls a meeting of its creditors or has a receiver of all or any of its undertakings or assets appointed or it is deemed to be unable to pay its debts; or
- c) any other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 20.3 In the event of the Agreement being terminated by the Company pursuant to clause 20.1(a), the Client shall forfeit to the Company any deposit or other payments he may have made and any payments due to be made and shall have no claim against the Company for any damage or loss he may sustain or otherwise in consequence of such termination.
- 20.4 Without prejudice to the above the Company may cancel the Agreement at any time on giving notice to the Client and the Company's only liability to the Client in the case of such cancellation shall be the refund of any deposit paid by the Client
21. FORCE MAJEURE
- 21.1 Force Majeure Events means any circumstances not in the Company's reasonable control, including without limitation:
- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations
- d) nuclear, chemical or biological contamination, or sonic boom;
- e) any law or any action code of conduct or guidance taken or issued by a government or public authority, court or other organisation including without limitation imposing an export or import restriction, quota or prohibition,
- f) collapse of buildings, fire, or explosion;
- g) any labour or trade dispute, strikes, industrial action or lockouts; and/or
- h) interruption or failure of utility service.
- 21.2 The Company shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from a Force Majeure Event or any action taken by the Company in reasonable anticipation of a Force Majeure Event. In such circumstances the Company shall without prejudice to the other provisions of these terms, be entitled to a reasonable extension of the time for performing such obligations.
- 21.3 If the Company is unable to provide the Venue on the day of the Event, due to a Force Majeure Event, the parties shall discuss in good faith an alternative date for the provision of the Venue. Where an alternative date cannot be mutually agreed, either party shall have the right to cancel this agreement, without liability, on providing the other with written notice.
22. ASSIGNMENT
- 22.1 The Company shall have the ability to assign, subcontract or transfer any of its rights or obligations under the Agreement as it sees fit.
- 22.2 The Client shall not assign, dispose or sublet the benefit of this agreement without the previous written consent in writing of the Company.

23. **THIRD PARTY RIGHTS**
None of the terms of the Agreement are intended to be enforceable by any third party nor is it intended that this Agreement will confer any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.
24. **VARIATION**
Except as otherwise stated in the Agreement, no variation of this Agreement shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.
25. **WAIVER**
Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement by law to the Company shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
26. **SEVERENCE**
If any provision of the Agreement (or part of any provision) is found by a court to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
27. **RIGHT OF SET OFF**
The Company shall have the ability to deduct any sums owed to it by the Client against any sums it owes whether any such sum is present or future (whenever arising), liquidated or unliquidated, under this Agreement or not. Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.
28. **NOTICES**
- 28.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:
- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b) sent by email to the address specified in the Letter Agreement.
- 28.2 Any notice or communication shall be deemed to have been received:
- a) if delivered by hand, on signature of a delivery receipt;
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; and
- c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
- 28.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
29. **DATA PROTECTION**
- 29.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 29 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 29.2 To the extent that one party acts as a processor of the other party's personal data under this Agreement, the parties shall agree and enter into a data processing agreement, compliant with the Data Protection Legislation, for the processing of that personal data.
30. **CONFIDENTIALITY**
- 30.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers or the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 30.2.
- 30.2 Each party may disclose the other party's confidential information:
- a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 30; and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 30.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
31. **ENTIRE AGREEMENT**
- 31.1 This Agreement and the attached addendum and any other documents referred to in it constitute the whole Agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.



- 31.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) but is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent mistake based on any statement in this Agreement.
- 31.3 Nothing in this clause shall limit or exclude any liability for fraud.

32. PARTNERSHIP

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

33. RIGHT OF ENTRY

- 33.1 The Company reserves to itself, its employees, agents and those authorised for the purpose, at all times a right of entry into the hired part of the Venue and a right to refuse admission or to eject from the Venue any person for any reason.
- 33.2 The Society monitors and records areas of Friends House both inside and outside using CCTV in accordance with the terms of its CCTV policy, which is available upon request.

34. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by the laws of England and the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

Agreed On Behalf of the Client

Name:

Signature:

Date:
