



TEMPLETON AND TEMPLETON LTD TERMS & CONDITIONS

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1- Banners/Branding

External branding of the venue must be authorised by your Event Coordinator prior to the event. Banners, logos and signage etc must not be attached to the walls directly unless agreed before in writing with your Event Coordinator. It is requested that any external branding, whether banners or gobos, is up for the shortest amount of time as possible.

2- Contractual & Financial Terms

2-1- THE CONTRACT

Templeton and Templeton Ltd agrees subject to the terms set out herein to let The Premises (as defined in clause 3.2 below) to the hirer ('The Hirer') for the Event specified on the Booking Form ('The Event').

By signing the 'Booking Form' 'The Hirer' accepts these Conditions and agrees to comply with Templeton and Templeton Ltd's 'TERMS AND CONDITIONS' ('T&C's'), as set out in this document. A copy of which has been provided to the Hirer with the Booking Form (and further copies are available on request).

2.2-THE PREMISES

The area(s) to which the Hirer and its invitees (including any guests, contractors, and their employees) are permitted for the duration of the Event as indicated on the Booking Form and no other space can be used at that time. The T&Cs clarify all details regarding the hired area.

2.3- THE NATURE AND PURPOSE OF THE EVENT

The Hirer warrants that at the time of completing the Booking Form it will provide accurate and complete information. If for any reason such information provided to Templeton and Templeton Ltd at the time of completing the Booking Form was or later becomes inaccurate or incomplete, the Hirer undertakes (by way of a continuing duty after completion of the Booking Form) to provide accurate and complete information as soon as possible but no later than 14 days to Templeton and Templeton Ltd. The Hirer undertakes that the Hirer (including for this purpose any person or organisation on whose behalf the Hirer may be hiring the Premises) and any visitors to the premises during the Event will only use the Premises for the nature and purposes identified on the Booking Form.

2.4- THE HIRE FEES

In consideration for the use of the Premises the Hirer will pay to Templeton and Templeton Ltd a hire fee ('the Hirer Fee') in the amount recorded on the Booking Form or as otherwise agreed in writing between Templeton and Templeton Ltd and the Hirer. In the event of bookings made more than 2 calendar months before the Event:



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- a- 50% (unless specified otherwise on the Booking Form) of the Hire Fee is payable to confirm the booking.
 - b- The balance of the Hire Fee is payable no less than 14 days prior to the date of the Event, unless specified on the Booking Form.
 - c- In the event of bookings made less than 2 calendar months before the Event, 100% of the Hirer Fee is payable on completion of the Booking Form
 - d- All payments must have cleared by the agreed times. A bank remittance is not acceptable as proof of payment.
- Failure to comply with any of the above terms may result in access to the venue being denied or delayed.

2.5- DURATION OF THE TENANCY

As per the Booking Form

The Hirer and their guests are only allowed into the Venue between 07.00 until 23.45 Monday to Saturday and between 10.00 until 22.15 Sunday and bank Holidays. No deliveries can take place outside these hours.

If the Hirer or any of their guests remain on the Venue premises outside the Agreed Hired times as specified in the Booking Agreement, The Hirer will be charged an additional fee of £400 per hour per space. Under no circumstances can the Hirer or their guests be on the premises outside Templeton and Templeton Ltd's licenced hours.

2.6- RESPONSIBLE PERSON FROM 'THE HIRER'

The Hirer's responsible person will make themselves known to the Event Coordinator in advance and on arrival at the Premises on the day of The Event.

2.7- MUSIC, ENTERTAINMENT AND NOISE

The Hirer must insure that any sound (whether music or other noise) generated by the Event must be fair and reasonable as mutually agreed between "The Hirer" and the Event Coordinator of Templeton and Templeton Ltd. In the event that the Event Coordinator decides that the sound generated by the Event is excessive and requires it to be reduced (whether or not there has been any measurement of the sound levels at the perimeter of the Premises), the Hirer will immediately take steps to reduce the sound level in accordance with that instruction.

It is recommended that all forms of musical entertainment are sound checked or site visits are carried in advance to ensure the highest quality result during the event. All of the venue's recommended suppliers are aware of the technical specification and limitations.

2.8- CHILDREN

The Hirer undertakes to ensure that any visitor bringing one or more children to the Event carefully supervises any such children at all times on the Premises; children are only admitted into the Premises on the express basis (which is acknowledged and accepted by the Hirer) that the Hirer will ensure or procure that they will be fully supervised at all times; the Hirer's attention is specifically drawn to clause below concerning the exclusion of liability for any injuries suffered by visitors to the Event.

- a- Persons under the age of 18 generally cannot consume alcohol on the Premises.

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- b- There is one exception to this: a 16 or 17 year old is allowed to drink beer, wine or Cider with a table meal provided that an adult purchases/authorises the drink. An adult must accompany the 16 or 17 year old(s) at the table meal. Bar snacks do not count as a meal.

2.9- HEALTH AND SAFETY

The Hirer must comply, and must ensure that its contractors comply, with all applicable health and safety legislation whilst on the Premises.

The Hirer will not bring additional plant equipment onto the Premises for the purposes of the Event without the prior written consent of Templeton and Templeton Ltd, which consent may be refused for any reason.

Without prejudice to the Hirer's obligations above, in the case of:

- a- Any additional plant equipment; or
- b- Any substances potentially hazardous to health; which may be brought onto the Premises for the purpose of the Event, the Hirer must ensure full compliance with the Health and Safety at Work Act 1974 (or any 'revising or replacement legislation'), and any Regulations made thereafter or relating to the control of substances hazardous to health (COSHH).

The Hirer must comply, and must ensure that all its invitees (including any guests, contractors, and their employees) comply with:

- a- Templeton and Templeton Ltd's "Visitor Safety Rules" at any time during the tenancy
- b- Any other safety instructions which may be issued (whether before or during the Event) by Templeton and Templeton Ltd or by the Event Coordinator.

The Hirer is responsible for the safety of all its invitees (including any guests, contractors and their employees) whilst on the Premises.

The Hirer must brief its employees, its contractors and their employees on Templeton and Templeton Ltd's fire evacuation procedures. It is The Hirer's responsibility to speak with their Event Coordinator and make the necessary arrangements so all Contractors and those involved are aware of our fire procedures.

2.10- BROADCASTING AND OTHER RIGHTS

The Hirer is not permitted to grant broadcasting rights (whether sound, television or otherwise) or film rights without the prior written consent of Templeton and Templeton Ltd, which may be withheld for any reason.

Such content (if given) may be subject to conditions, including (by way of example only):

Templeton and Templeton Ltd having a right to participate in any negotiations between the Hirer (or any person claiming rights through the Hirer) and any third party as to the terms and conditions of any such agreement; and Templeton and Templeton Ltd sharing in any income and/or publicity to be derived there from.

The Hirer shall not infringe any copyright or other intellectual property belonging to the Company and/or Templeton and Templeton Ltd, whether before, during or after the Event. There is a charge made for photographs taken of the Premises or Garden intended for any commercial purpose, at rates to be negotiated with the Event Coordinator.

If the Event is either open to the Public or partially open to the Public, the Hirer grants us the right to publicise the Event including but not limited to Editorial content, images, social media. If the Event



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is not open to the public the Hirer grants us the right to publicise the Event after it occurred. Unless agreed otherwise, in holding an Event at a Templeton and Templeton Ltds Venue, the Hirer grants the right in perpetuity for Templeton and Templeton Ltd to publicly state the Hirer's name in our Marketing and Advertising materials.

For public Events, all press releases, promotion and PR must be approved by you Event Coordinator before going out into the public domain.

2.11- CANCELLATION OF THE EVENT BY THE HIRER

Any cancellation by the Hirer must be in writing, and will not be effective until received by Templeton and Templeton Ltd.

If a written notice of cancellation of the Event is received by Templeton and Templeton Ltd more than 60 days prior to the date of the Event:

- a- The Hirer will remain liable to Templeton and Templeton Ltd for any sums due and owing at that date (including any interest thereon);
- b- Templeton and Templeton Ltd will be under no liability to refund to the Hirer any payments already made by the Hirer other than the second instalment of the Hire Fee (as specified at above) if already paid.

If a written notice of cancellation of the Event is received by Templeton and Templeton Ltd 60 days or less prior to the date of the Event:

- a- The Hirer shall remain liable to pay to Templeton and Templeton Ltd 100% of the Hire Fee and any interest thereon;
- b- Templeton and Templeton Ltd will be under no liability to refund to the Hirer any payments already made by the Hirer.

In the Event of cancellation of the Event by the Hirer, Templeton and Templeton Ltd will be under no liability of any type whatsoever to the Hirer (including for any direct or indirect damages or consequential loss of any kind).

2.12- CANCELLATION OF THE EVENT BY TEMPLETON AND TEMPLETON LTD

a- Templeton and Templeton Ltd may cancel the Event by notice in writing to the Hirer if any sum has not been paid by the Hirer on the **due date payment** or within 7 working days thereafter. In those circumstances, the Hirer will remain liable to pay Templeton and Templeton Ltd all sums due and owing as at the date of cancellation of the Event.

b- Templeton and Templeton Ltd may also cancel the Event by notice in writing to the Hirer:

- i- If the Hirer purports to assign the benefit of the contract to a third party without the prior written consent of Templeton and Templeton Ltd; or
- ii- If the Event Coordinator has reasonable cause to believe, on the basis of information not known to Templeton and Templeton Ltd at the time of receipt of the Booking Form, that there is a serious risk that the Event is likely to be materially different from that identified on the Booking Form and that such difference might cause damage to the Premises or to the reputation of the Premises or might be a danger to the public

In those circumstances, Templeton and Templeton Ltd is entitled to be paid and/or may retain 50% of the Hire Fee payable on completion of the Booking Form: but Templeton and Templeton Ltd will refund to the Hirer any other payments made by the Hirer to Templeton and Templeton Ltd.

Templeton and Templeton Ltd may also cancel the Event by notice in writing to the Hirer:

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- c- if the Premises or any part of them essential to the Event are reasonably considered by the Event Coordinator to be likely to be unfit for use on the date of the Event by reason of circumstances outside the control of Templeton and Templeton Ltd.
- d- If circumstances outside the control of Templeton and Templeton Ltd and not reasonably foreseeable by Templeton and Templeton Ltd at the time of receipt of the Booking Form arise, which circumstances the Event Coordinator reasonably considers requires Templeton and Templeton Ltd to cancel the Event, e.g., public security or safety issues.
In those circumstances Templeton and Templeton Ltd will refund to the Hirer any payments made by the Hirer to Templeton and Templeton Ltd.

If Templeton and Templeton Ltd cancels the Event pursuant to this clause, Templeton and Templeton Ltd will be under no liability of any type whatsoever to the Hirer (including for any direct or indirect damages or consequential loss of any kind) other than that specified at the sub-clause 3.12.c. above.

2.13- PAYMENT

- a- The provisions of this clause apply to all payments due from the Hirer to Templeton and Templeton Ltd. Time for all such payments is of the essence.
- b- The Hirer shall be liable to pay to Templeton and Templeton Ltd on written demand interest on any payments made late, such interest to be calculated at the rate of 3% above the base rate of National Westminster Bank Plc (or that of any account successor bank).
- c- All payments should be made by means Bank transfer or a cheque payable to Templeton and Templeton Ltd.

2.14- LIABILITY, INDEMNITY AND INSURANCE

a- Templeton and Templeton Ltd will not be liable for any death or injury suffered by the Hirer or any persons attending the Event (including the Hirer's contractors) save to the extent that the same was caused by the negligence of Templeton and Templeton Ltd.

b- Templeton and Templeton Ltd excludes liability, and the Hirer undertakes to assume liability for any damage or loss of any items or articles brought onto the Premises by the Hirer or any visitor to the Event (including any contractor and their employees), including any articles left at the premises after the Event.

c- The Hirer will indemnify Templeton and Templeton Ltd in respect of any damage to or loss of Templeton and Templeton Ltd's property howsoever caused during or as a result of the Event, save to the extent caused by an employee or agent of Templeton and Templeton Ltd.

d- The Hirer will indemnify Templeton and Templeton Ltd and hold them harmless against any claim whatsoever which may be brought against them by any person arising out of the Event, other than in respect of any proven claim for liability for death or personal injury resulting from the negligence of Templeton and Templeton Ltd.

e- Without prejudice to the Hirer's obligations above, the Hirer undertakes to ensure:

i- that the Production company, Caterer or any other contractor has obtained, valid public liability insurance cover for the Event in a sum of at least £5 million

2.15- ASSIGNABILITY



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This contract is not assignable by the Hirer to any other party without the prior written consent of Templeton and Templeton Ltd, which consent may be refused for any reason.

2.16- GENERAL

- a- The headings of each clause are for guidance only and are not to be used as an aid to construction.
- b- This contract for the use of the Premises by the Hirer shall not entitle the Hirer to any property rights in the Premises or any part thereof, and no relationship of landlord and tenant is created by this contract.
- c- Any rights of any third party to enforce against Templeton and Templeton Ltd the terms of this contract pursuant to the Contracts (Right of Third Parties) Act 1999 are specifically excluded.
- d- This contract shall be governed by the law of England, and any dispute arising in relation thereto shall be determined by the High Court of Justice in London or the Central London County Court, to whose jurisdiction the Hirer hereby submits

3- Cleaning/Waste

The Hirer must keep the Venue clean and tidy and in its existing condition at all times, not allowing dirt or rubbish to accumulate.

A fixed cleaning fee for each hired space is applicable and will be shown on the Booking Form. Please note that in certain situations additional charges may be charged post event. All waste must be taken off site, however a waste disposal service is offered if pre-arranged;

- 1 x 700L Commercial Waste bin is £250 ex VAT if pre arranged

4- Damage Deposit

A damage deposit will be charged on each tenancy, refundable after the event subject to no damages. The Hirer will take all reasonable care to ensure that the Premises are not damaged in any way during or as a result of the Event, including all contractors used.

5- Exclusivity

All tenancies are non-exclusive unless otherwise agreed by the venue in writing.

6- Insurance

Templeton and Templeton Ltd *must* be provided with proof of the Hirer's insurance, covering public, products and employer's liability up to £5 million in any one occurrence. This cover must be in the same name as that on the Booking Form. This must be received no less than 14 days prior to the start of the tenancy.

7- Kitchen/Food Preparation/Water

No dirty cutlery, crockery, glassware or kitchenware may be stored at the Building overnight.

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Cooking oil, tea and coffee grounds must not be put down the kitchen sink.

Floors must be left clean and all bins must be emptied.

The kitchen must be left clean and all items included but not limited to equipment and food produce must be taken off site.

8- License Requirements

For any Events where alcohol is being served (paid or unpaid) the Hirer must hire Templeton and Templeton LTD staff to served the alcohol.

PLEASE NOTE: If The Hirer intends to sell alcohol, written permission from the Venue must be received.

Please note that our licensing hours vary depending on the style of the event.

No more than 30 People can be on the rear terrace at any one time. The Hirer may only use the rear terrace between 09.00 until 21.00 Monday to Saturday and between 10.00 until 21.00 on Sundays and Bank Holidays.

The Hirer must keep the windows and exterior doors of the Venue closed before 9.00 and after 17.00 except in the case of an emergency.

9- Loading & Unloading

Vehicles can use the rear entrances when loading and unloading for an event. All loading and unloading must take place via the rear fire escapes marked on Appendices 1,2, and 3. It is imperative that a detailed schedule of deliveries is discussed and submitted to your Event Coordinator within 14 days before the event. All deliveries must occur during the agreed Hire times. Templeton and Templeton LTD will not accept any deliveries outside of Hired hours. All expected deliveries must be listed on the delivery schedule. Duty Manager will act as marshals for the build and strike of events. For access restrictions see Section 18.

10- Power & Electrical Equipment

Any electrical equipment brought onsite by the Hirer or the Hirer's suppliers must have been PAT tested and have an up to date certificate.

11- Pre/post Tenancy Venue Inventory

The Hirer agrees to assign a member of their organisation to conduct a pre/post tenancy venue inventory with a venue representative to access venue condition before and after installation/breakdown takes place. The Hirer agrees that their representative arrives between 30 and 15 minutes prior to tenancy start time as stated on the Booking form to meet venue representative.



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Please note suppliers will not be allowed in at this time. Final walkthrough will take place between venue representative and The Hirer once all suppliers have vacated the building post strike.

If the client does not arrive within the timeframe outlined or does not stay post strike to sign off the inventory, resulting in the inventory being delayed or not taking place, the Venue reserves the right to either delay supplier access until the inventory can be completed OR carry this out themselves and will therefore determine any damage made during the rental period and charged accordingly without dispute by the client.

Production Meetings

We are aware that clients will need to visit the venue on numerous occasions to finalise arrangements for the event. We will of course endeavor to allow the access whenever we can, but please be aware that this will not always be possible due to other events taking place. We would insist that an Event Coordinator from Templeton and Templeton Ltd is involved in the initial production meetings and then informed of major changes to the event plan/layout. This will reduce the chances of certain actions not being authorized nearer the event date.

12- Event Coordinator

An Event Coordinator(s) from Templeton and Templeton Ltd will be assigned to the Hirer and arrangements will be made for the Event Coordinator to be on site at all relevant times during the hire period. It is a requirement that the Event Coordinator is involved at various stages in order that the client can complete the Event Requirement Document. (Please see relevant document)

13- Risk Assessments/Method Statements (Health and Safety Documents)

Any company that will be working during the Hirer's tenancy *must* submit risk assessments for any activity they are carrying out. This must be received no less than 14 days prior to the start of the tenancy.

14- Schedule

The Hirer *must* provide a comprehensive schedule for the 'Hire Period'. This is to include vehicle load in times with vehicles sizes, all deliveries, and timings of activities. This must be received no less than 14 days prior to the start of the tenancy. This schedule must also be sent and cleared with your Event Coordinator.

15- Security and Marshalling

Templeton and Templeton Ltd is currently contracted to Lexus. We will liaise with them and organise the security subject to your event's requirements. If your event is over 30 guests and starts after 6pm it is compulsory to have security. This is charged as an additional cost to the hire fee. The Hirer is required to have security/marshals onsite at all times of their hire period, during event.

16- Smoking

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No smoking and no naked flames are permitted in any of the rooms at the Venue. The Hirer will ensure that visitors or Guests to the Event (including Caterers and any other contractors) do not smoke in any of the buildings or temporary structures.

17- Suppliers

On-site contact names and telephone numbers of all contractors providing direct or indirect services during the Hire Period *must* be provided.

It is The Hirers responsibility to ensure that all suppliers are aware of the restrictions highlighted in this document. Failure to do so may result in additional charges to The Hirer. Templeton and Templeton Ltd makes no representation and gives no warranty as to the quality or extent of the services provided by Preferred and Recommended suppliers.

18- Walls & Tapes

It is absolutely forbidden to put nails or hooks into any of the walls /surfaces without first consulting with your Event Coordinator. If your Event Coordinator agrees to any alternations then it must be listed in the notes of your Booking Agreement. All repair work *must* be completed by our maintenance team and subsequent charges will apply.

If you wish to use tapes on any surface then it is important that a low tack adhesive is used so to not damage/remove any paintwork when the tape is removed.

Any damage to the Venue by the Hirer will be charged to the Hirer.

19- Website/Social Media ACKNOWLEDGEMENT

For all events, we would like the opportunity to make mentions of the event pre and post the strike date across our social networking platforms. This will always be discussed pre-event. For more information please speak with your Event Coordinator.

TEMPLETON AND TEMPLETON LTD – SITE RULES



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WITHIN TEMPLETON AND TEMPLETON LTD WE TAKE OUR DUTIES UNDER HEALTH & SAFETY LEGISLATION VERY SERIOUSLY. IN ORDER TO ACHIEVE A SAFE WORKING ENVIRONMENT FOR EVERYBODY WE EXPECT OUR CONTRACTORS AND THEIR SUBCONTRACTORS TO TAKE AN EQUALLY SERIOUS VIEW.

As the 'Hirer' you have a responsibility for the safe design and execution of this event. You are therefore required to produce a bespoke risk assessment and method statement showing how the event is to be set up, run and loaded out from the venue in a safe manner. Please ensure we have been sent the following documentation at least 14 days prior to the event:

1.	Your health & safety policy statement (required for Dry Hire Events and from Outside caterers)
2.	Your risk assessment and method statement for this event covering load in, event and load out including risks introduced by all contractors (required for Dry Hire Events and from Outside caterers)
3.	Your public liability & product liability insurance schedules (Corporate clients only)
4.	Details of work to be carried out or event summary including floor plans and Event Requirement Document (Corporate clients only)

PRIOR TO ARRIVING ON SITE:

1.	If employing sub-contractors obtain their safety policy, insurance and risk assessments which need to be considered and included within your risk assessment
2.	Train employees and check training of hired in staff and sub-contractors for specific tasks they are undertaking
3.	Agree in advance requirements for services, especially electrical power. Provide competent persons for use of services
4.	Ensure a competent manager is appointed to oversee the work or event
5.	Ensure sufficient competent staff are available to complete the work or event

ON ARRIVAL ON SITE:

1.	Report to the Duty Manager on first entering the site
2.	All crew/staff/visitors MUST sign in with the Duty Manager
3.	If parking has been previously agreed with your Event Coordinantor, the vehicle is parked on site, must be identifiable with your company name. Strictly not parking unless agreed in advance of your Event.

ON SITE:

1.	Inform employees of any risks to their health & safety and ensure that they work in a safe manner at all times, especially if working at height
2.	Ensure all work areas are clean and tidy and that equipment and flight cases are stacked and stored in an appropriate manner to reduce slips, trips and falls
3.	Make suitable welfare arrangements for your employees
4.	Cooperate with everybody on site and inform where there are risks to health and safety
5.	Isolate all electrical equipment from supply through use of RCD

BEFORE LEAVING SITE;

1.	Report to the Duty Manager before leaving the site after work has been completed
2.	Remove all rubbish – unless agreed & paid beforehand. Any rubbish left unclean will incur fees

WHAT YOU CAN EXPECT OF US WHEN YOU ARRIVE:

Templeton and Templeton Ltd 71 Blandford Street Marylebone, London W1U 8AB 11
Tel ; +44 (0)20 7487 5564

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1.	Inform you of any hazards, site rules or safety procedures
2.	What to do in an emergency including a named contact on site
3.	The sound of any warning alarm and how and when to raise it