LEITHS EDUCATION

Events Terms & Conditions

Author/reviewer responsible:	Ellis Jenkins & Alistair Turner
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Lead for review:	Business Development & Events Executive
Notable changes:	

EVENT HIRE AGREEMENT

Terms and Conditions

1. Interpretation

1.1 In this Contract, the following definitions apply:

Booking: the booking of the Event.

Booking Confirmation: has the meaning given in clause 2.2.

Booking Form: the booking form issued by Leiths in relation to a Booking.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00am to 5.00pm on any Business Day.

Charges: the charges payable by the Client for the hire of the Facilities and the supply of the Services, as set out in the Quote or otherwise agreed by Leiths.

Client: the client identified in the Booking Form.

Contract: the contract between the Client and Leiths for the hire of the Facilities and supply of the Services in accordance with the Quote, Booking Form, these Terms and Conditions and any Schedules or documents referred to therein.

Deposit: the deposit to secure the Booking, as set out in the Quote.

Equipment: any equipment present at the Facilities that is made available to the Client or to which the Client has access for use in connection with the Event.

Event: the event, function or activity for which the Client is hiring the Facilities or using our services, as specified in the Quote.

Facilities: the facilities, kitchens, areas, or rooms at the Venue, to be hired by the Client, as detailed in the Quote.

Force Majeure Event: any cause affecting, preventing or hindering the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster.

Hire Period: the period of time agreed for the hire of the Facilities or Services as described in the Booking Form, to include any period of time to set up and clear the Facilities.

Leiths: Leiths School of Food and Wine Limited (company registration number 02922474) whose registered office is at 16-20 Wendell Road, London W12 9RT.

Leiths Policies: Leiths' business policies and codes listed in Schedule 1 as amended by notification to the Client from time to time.

Quote: the quote issued by Leiths in relation to the event.

Services: the supply of consumables or catering services, or any additional services or equipment, as detailed in the Quote or otherwise agreed to be provided to the Client by or on behalf of Leiths in relation to the Event.

Venue: the buildings, facilities or estate that belongs to, or are under the control of Leiths.

1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

1.3 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to **writing** or **written** excludes fax but not email.

1.5 If there is any conflict or ambiguity between the terms of

1.5.1 the Booking Form;

1.5.2 the Quote; or

1.5.3 these Terms and Conditions,

a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

2. Booking

2.1 The submission by the Client of a signed Booking Form constitutes an offer by the Client to book the Event and purchase the Services in accordance with these Terms and Conditions.

2.2 The Booking Form will only be deemed to be accepted when Leiths issues written acceptance of the Booking to the Client (**Booking Confirmation**).

2.3 The Contract will come into effect on Leiths issuing the Booking Confirmation to the Client.

2.4 Leiths may terminate this Contract with immediate effect, and cancel a Booking, at any time before the Client pays the Deposit by giving the Client written notice. If the Client pays the Deposit after the date of such notice, Leiths will refund the Deposit to the Client in full within five Business Days.

3. Supply of services

3.1 Leiths shall supply the Services to the Client during the Hire Period, subject to any specific timings agreed in writing by the parties before the Event.

3.2 In supplying the Services, Leiths shall:

3.2.1 perform the Services with reasonable care and skill; and

3.2.2 comply with all applicable laws, statutes, and regulations from time to time in force.

4. Licence and use of Facilities

4.1 Subject to clause 8, Leiths grants the Client a right for the Hire Period to enter and use the Facilities for the Event in accordance with the terms of this Contract. The Client acknowledges that:

4.1.1 the Client shall have the right to enter and use the Facilities as a licensee only and no relationship of a landlord and tenant is created between Leiths and Client by this Contract; and

4.1.2 Leiths retains control, possession and management of the Venue and Facilities and the Client has no right to exclude Leiths from the Venue and/or Facilities at any time. Leiths reserves the right to enter the Venue and Facilities at all times during the Hire Period, including to supply the Services.

4.2 The Client agrees and undertakes:

4.2.1 to ensure that the terms of the Booking Form are complete and accurate;

comply with all applicable laws, statutes, and regulations from time to time in force;

4.2.2 not to use the Facilities other than for the Event that is disclosed when arranging the booking;

4.2.3 not to do or permit to be done anything at the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Leiths or to any other clients or students of Leiths, or any owner or occupier of neighbouring property or part of the Venue that does not form part of the Facilities being used by the Client;

4.2.4 to comply (and ensure that its staff and representatives comply) with the terms of this Contract and any instructions or notices from Leiths, and ensure that any attendees or other persons present at the Event so comply;

4.2.5 not to cause or permit to be caused any damage to the Venue, Facilities or Equipment (including any furnishings or fixtures);

4.2.6 not to smoke or permit smoking (including e-cigarettes or vaping) anywhere in the Venue;

4.2.7 not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the Equipment, walls or fixtures or fittings at the Venue;

4.2.8 not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of Leiths;

4.2.9 not to alter, move or interfere with any Equipment, lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of Leiths;

4.2.10 to use Equipment for its proper purpose and in accordance with any instructions provided by Leiths regarding its use;

4.2.11 to leave the Facilities in a clean and tidy condition and to remove the Client's equipment from the Venue at the end of the Hire Period;

4.2.12 to comply (and ensure that its staff, representatives and attendees comply) with all health, safety, and hygiene instructions provided by Leiths; and

4.2.13 to provide sufficient supervision of their staff and all attendees of the Event to ensure compliance with all applicable regulations and best practice and the proper use of Equipment.

4.3 The Client shall ensure that all attendees at the Event (including the Client's suppliers, employees, representatives, delegates or other attendees) behave in a responsible and safe manner, and agree not to bring (and shall procure that its attendees shall not bring) any of the following onto the Venue: illegal drugs or substances, alcohol (unless provided or authorised by Leiths), weapons of any kind, hazardous materials, personal electrical appliances (unless PAT tested and authorised in advance by Leiths in writing) and any item deemed dangerous or disruptive by Leiths at any time. Leiths reserves the right to deny entry or remove (or request that the Client remove) any such persons that do not comply with any terms of this Contract from the Event and the Venue.

4.4 The Client shall have access to toilets and common parts of the Venue as designated by Leiths. The Client shall not be permitted to enter areas of the Venue, or use facilities or equipment, other than those provided under and as part of this Contract.

4.5 The Client shall only permit attendees at the Event who are over the age of 18 years old. Children under this age will not be permitted entry to the Venue, unless they are accompanied by a responsible adult and Leiths has provided its prior written consent in advance of the Event.

5. Charges and payment

5.1 The Client shall pay the Charges in accordance with this clause 5.

5.2 The Client shall pay the Deposit within 7 days of the date of the Booking Confirmation.

5.3 Leiths shall issue an invoice for the Charges (less the Deposit), which shall be payable by the Client not less than 30 days before the Event.

5.4 If the date of the Event is within 14 days of the date of the Quote, payment for all Charges must be made in full.

5.5 Leiths will issue an additional invoice after the Event for any further Charges due which were not included in the invoice issued pursuant to clause 5.3. Such Charges may include those

payable for any final alterations or additions to the Services, or for attendees attending the Event in excess of the number estimated by the Client and/or Leiths. Charges invoiced pursuant to this clause 5.5 shall be payable by the Client within 30 days of receipt.

5.6 All amounts payable by the Client exclude amounts in respect of value added tax (**VAT**), which the Client shall additionally be liable to pay to Leiths at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

5.7 If the Client fails to make any payment due to Leiths under the Contract by the due date for payment, then, without limiting Leiths' remedies under clause 8, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Damage and cleaning

6.1 The Client shall be responsible for any damage (excluding fair wear and tear determined in the sole discretion of Leiths), to the Facilities, Equipment or Venue (and any equipment belonging to any individual or organisation at the Venue).

6.2 Any such damage must be reported immediately to Leiths.

6.3 Without limiting any other rights or remedies Leiths may have, the Client shall indemnify Leiths against, and shall pay to Leiths a sum equal to, all liabilities, damages, costs, expenses and losses (including direct, indirect or consequential losses, loss of profits, loss of business, loss of reputation, and loss of opportunity and all interest, penalties, and legal costs (calculated on a full indemnity basis) suffered or incurred by Leiths as a result of or in connection with any breach by the Client (or its officers, employees, agents and or attendees of the Event) of its obligations under this Contract, or its use of the Facilities and Equipment.

6.4 A standard cleaning fee will be charged to the Client in the final invoice in relation to the hire of the Facilities for filming purposes or otherwise for Events that are being filmed.

6.5 In all other cases, the cost of any cleaning required (in Leiths' sole discretion) following the Event will be charged to the Client in the final invoice.

7. Liability

7.1 The restrictions on liability in this clause 7 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

7.2 Nothing in the Contract limits any liability for:

7.2.1 death or personal injury caused by negligence; and

7.2.2 fraud or fraudulent misrepresentation; or

7.2.3 any liability that cannot legally be limited.

7.3 Subject to clause 7.2, Leiths shall not be liable for:

7.3.1 the death of, or injury to, the Client or that of the Client's employees, contractors or any other attendees to the Venue;

7.3.2 damage of any property of the Client or that of the Client's employees, contractors or any other attendees to the Venue except to the extent that such damage or theft arises from the negligence of Leiths; or

7.3.3 theft of any property of the Client or that of the Client's employees, contractors or any other attendees to the Venue.

7.4 Subject to clause 7.2 and clause 7.3, Leiths' total liability to the Client shall not exceed the total Charges payable by the Client under this Contract.

7.5 Subject to clause 7.2 and clause 7.3, clause 7.5 specifies the types of losses that are excluded: excludes specified types of loss.

7.5.1 loss of profits

7.5.2 loss of sales or business;

7.5.3 loss of agreements or contracts;

7.5.4 loss of anticipated savings;

7.5.5 loss of use or corruption of software, data or information;

7.5.6 loss of or damage to goodwill; and

7.5.7 indirect or consequential loss.

7.6 Unless the Client notifies Leiths that it intends to make a claim in connection with this Contract within the notice period, Leiths shall have no liability for that claim. The notice period for a claim shall start on the day on which the Client became, or ought reasonably to have become, aware of the incident giving rise to the claim having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

8. Cancellation

8.1 Leiths may cancel the Contract:

8.1.1 with immediate effect by giving the Client notice in writing if:

(a) the Client fails to pay any amount due under the Contract on the due date for payment (including payment of the Deposit);

(b) the Client commits a material breach of any term of the Contract;

(c) the Client takes or has taken against it any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part 1A Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause (c);

(d) the Client suspends or ceases, or threatens to suspend or cease, carrying on business;

(e) the Client's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or

(f) the Client is unable to perform its obligations in connection with the Contract pursuant to clause14.1.

8.1.2 at any time for convenience by giving not less than 14 days written notice to the Client.

8.2 Breach of clause 11 shall be deemed a material breach of this Contract.

8.3 The Client may cancel the Contract by notice in writing to Leiths.

8.4 If the Contract is cancelled under clause 8.1.1(a), clause 8.1.1(b), clause 8.1.1(c), clause 8.1.1(d), clause 8.1.1(e) or clause 8.3, Leiths will use reasonable endeavours to re-book the venue but reserves the right to charge a cancellation fee. Any sums already received by Leiths (including any Deposit) under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Event	**Cancellation fee**
More than 6 months before the date of the Event	Administrative fees and service charge including but not limited to £150 per room and/or service subject to the booking.
More than 8 weeks but less than 6 months before the date of the Event	25% of the Charges
More than 4 weeks but less than 8 weeks before the date of the Event	50% of the Charges
More than 1 week but less than 4 weeks before the date of the Event	75% of the Charges
Less than 1 week before the date of the Event.	100% of the Charges

8.5 On completion or cancellation of the Contract for whatever reason:

8.5.1 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and

8.5.2 completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

9. Data protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation (*(EU) 2016/679*), and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).

10. Health and Safety

10.1 **Check-in & out Procedure**. Upon arrival, all visitors to the Venue must report to the school office, where they will be greeted by a member of the Leiths team. Visitors will then be directed to the sign-in tablet and are required to read the Health, Safety & Fire Evacuation Guidelines before proceeding. Event organisers and delegates will be escorted to the room in which their event is based. For security and safeguarding purposes, all visitors must always wear a visitor badge while onsite and ensure they sign in upon arrival and sign out when leaving the premises.

10.2 **Allergies and Dietary Requirements.** Leiths takes allergies and dietary requirements seriously and makes every effort to minimise risk. The Client must inform Leiths prior to the Event of any allergy or dietary intolerances, or a specific requirement in relation to any of its attendees (including its employees or representatives).

10.3 The Client acknowledges that:

10.3.1 Leiths is not able to guarantee a completely allergen free environment. All Facilities are multi-purpose and allergens may therefore have been used in previous use of the Facilities; and

10.3.2 the Facilities are, therefore unsuitable for individuals with severe allergies and it is the Client's responsibility to ensure that any individuals attending the Event are made aware that the Facilities may hold or contain, or be contaminated with, allergens.

10.4 Leiths will not be responsibility for cross contamination risks related to the foods or other supplies sourced and/or prepared by or on behalf of the Client or its attendees.

10.5 **Food Safety.** The Client shall have, and be responsible for maintaining and updating, their own health & safety policy, risk assessments and Food Safety Management System relating to any activities to be undertaken at the Event. The Client agrees to promptly provide a copy of such documents with Leiths prior to the Hire Period commencing or at any time on request by Leiths.

10.6 **Dress Code**. To ensure safety at the Event, no ripped jeans, distressed clothing or shoes should be worn. When using kitchen facilities and the Equipment, the Client shall ensure that all attendees remove all visible body piercings and wear the appropriate Personal Protective Equipment (PPE).

10.7 **Emergency procedures**. The Client agrees and undertakes to comply (and ensure that its staff, representatives and attendees are aware of and shall comply) with Leiths' emergency procedures as instructed by Leiths at any time. In the event of a fire or other emergency, a full evacuation of the building may be required. Upon hearing the fire alarm, evacuate immediately and calmly and lifts must not be used. The designated **Assembly Point is the pavement opposite the school on Wendell Road**.

10.8 If any attendees would require additional support due to impaired mobility, sight, or hearing during an emergency, the Client must inform Leiths in advance of the Event so appropriate arrangements can be made. Leiths reserves the right to decline entry to the Venue for individuals whose mobility impairments cannot be safely accommodated during emergency evacuation.

11. Leiths Policies

The Client hereby agrees that it will (and will procure that its employees, representatives and attendees of the Event will) comply with the Leiths Policies at all times during the term of this Contract.

12. Insurance

12.1 Leiths has obtained public liability insurance cover in respect of its own legal liability under this Contract.

12.2 The Client is responsible for making its own arrangements for the insurance of any loss not covered by this Contract and it is recommended that the Client obtains insurance cover in respect of all risks which may be incurred by the Client and/or attendees at the Event, arising out of the Event.

12.3 Subject to prior agreement in writing, Leiths will use reasonable endeavours to sign for and store equipment and ingredients delivered to the Venue on behalf of the Client prior to the Event. Leiths do not accept liability for any errors in deliveries or damages before or during such delivery, or for storage of any items delivered.

13. Third party suppliers

The Client may not use any third-party suppliers in relation to the Event without the prior written consent of Leiths. Any such third-party suppliers shall, and the Client shall be responsible for ensuring that such third party shall, comply at all times with the requirements of the Client and its attendees under this Contract, including the Leiths Policies.

14. General

14.1 **Force majeure.**

14.1.1 Subject to clause 14.1.2, neither party shall be liable for any delay or failure in the performance of its obligations for so long and to the extent that such delay or failure is due to a Force Majeure Event. If Leiths needs to cancel or change a Booking due to a Force Majeure Event, Leiths will use reasonable endeavours to rearrange it to a time and date agreed by the parties. If the parties cannot agree a new time and date for the Event within 14 days of Leiths notifying the Client of the Force Majeure Event, Leiths may terminate this Contract and refund of all monies paid by the Client less any reasonable costs incurred by Leiths.

14.1.2 The provision of the rearrangement or refund (as appropriate) pursuant to clause 14.1 constitutes the Client's exclusive remedy in relation to a Force Majeure Event.

14.2 **Assignment and other dealings**

14.2.1 The Client shall not assign, novate, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without Leiths' prior written consent (such consent not to be unreasonably withheld or delayed).

14.2.2 Leiths may at any time assign, novate, transfer, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

14.3 **Confidentiality**

14.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, Clients, clients or suppliers of the other party, except as permitted by clause 14.3. For the purposes of this clause 14.3, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

14.3.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14.4 **Entire agreement**

14.4.1 The Contract constitutes the entire agreement between the parties.

14.4.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or

negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

14.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.6 **Waiver**

14.6.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

14.6.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the future exercise of that or any other right or remedy.

14.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any part-provision of this agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement that, to the extent possible, achieves the intended commercial result of the original provision.

14.8 **Notices**

14.8.1 Any notice given to a party under or in connection with the Contract 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; or

(b) sent by email to the addresses stated in the Booking Form (or as otherwise notified by either party from time to time).

14.8.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

(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.

14.8.3 This clause 14.8 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.

14.9 **Third party rights.** This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

14.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1

Leiths' Policies

The Leiths Policies as referred to in clause 11 are listed below:

1. **Sexual Harassment Policy**
2. **Alcohol Policy**
3. **Drug Policy**
4. **No Smoking Policy**
5. **Allergies & Dietary Restrictions Policy**