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VENUE HIRE AGREEMENT



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SCHEDULE 1 - TERMS AND CONDITIONS

1. Definitions

This Agreement comprises these terms and conditions (Schedule 1) the signed Deal Terms, and the Rider in Schedule 2. The following definitions and rules for interpretation shall apply to this Agreement:

"Additional Charges" means any other charges notified by First Entertainment to the Event Organiser from time to time including any overrun charges, cleaning charges, Equipment Costs and/or as listed in the Deal Terms;

"Attendees" means those guests that attend the Event in the Venue, including any artists performing at the Event and the Event Organiser's staff;

"Cancellation Notice" shall have the meaning given to it in clause 9.3;

"Deposit" means the fee payable on signature of this Agreement as set out in the Deal Terms;

"Event" means the event to be promoted by the Event Organiser as detailed in the Deal Terms;

"Event Date(s)" means those dates that the Event is taking place at the Venue as detailed in the Deal Terms;

"Event Space" means the space provided for the Event Organiser to organise and host the Event at the Venue details of which are set out in the Deal Terms or as otherwise notified in writing to the Event Organiser by First Entertainment;

"Equipment" means any equipment (such as stands, chairs etc.) which may be provided by and/or hired from First Entertainment for use in the Event Space;

"Equipment Costs" means those costs relating to the hire of any Equipment as notified by First Entertainment to the Event Organiser;

"Force Majeure" means fire, flood, unavoidable accident, break down of equipment, riot, act(s) of God, adverse weather conditions, royal demise, any statute, rule, regulation or the act of any government or any other legally constituted authority, any cause or event arising out of or attributable to war or terrorist activity, or any other cause or event outside the reasonable control of the party effected;

"Hire Fees" means those fees payable by the Event Organiser to First Entertainment for the hire of the Event Space as specified in the Deal Terms (which includes the Deposit);

"Hire Times" means the commencement and end times as specified in the Deal Terms;

"Intellectual Property Rights" means all copyright, neighbouring rights and other intellectual property rights in whatever media whether or not registered including (without limitation), database and compilation rights, patents, trade marks, service marks, trade names, goodwill, registered designs, all other industrial commercial or proprietary rights and any applications for the protection or registration of those rights and all renewals, revivals and extensions existing in any jurisdiction;

"Mark" means the mark of the Venue as provided by First Entertainment to the Event Organiser;

"Marketing Activities" means any marketing activity carried out by the Event Organiser relating to the Event including advertising which involves the use or exploitation of the Mark and/or other First Entertainment Intellectual Property Rights;

"Materials" means all works, designs, drawings, logos, specifications and other documents and/or materials created by the Event Organiser in connection with the Marketing Activities or under this Agreement including without limitation (and where permitted) any imagery, photographs, signs, posters, displays, fliers, any other marketing or advertising materials (including any proofs), (and **"Material"** means any one of them);

"Music Licences" means those PRS, PPL and VPL licences held by First Entertainment in connection with the Venue;

"First Entertainment Intellectual Property Rights" means all Intellectual Property Rights owned by or licensed by First Entertainment, including the Mark or otherwise relating to the Venue;

"First Entertainment Ticket Costs" has the meaning given to it in the Deal Terms;

"Premises Licence" means that premises licence held by First Entertainment in connection with the Venue;

"Prohibited Items" means food, drink, containers, bottles, bottled gas, cans, tobacco, recording equipment, radio transmitting equipment, weapons, flares, smoke bombs, and flagsticks and such other items notified by First Entertainment to the Event Organiser;

"Period of Hire" means the period during the Hire Times on the Event Date(s) as set out in the Deal Terms;

"Rider" means that equipment to be supplied by First Entertainment as set out in Schedule 2 which shall form part of the Standard Facilities;

"Rights" those rights granted to the Event Organiser as defined in clause 2;

"Standard Facilities" means those facilities provided by First Entertainment as part of the Hire Fees in connection with the Event as listed in the Deal Terms and Rider;

"Tickets" means tickets to the Event as detailed in the Deal Terms;

"Venue" means the venue owned by First Entertainment as list in the Deal Terms which is licensed to the Event Organiser in accordance with the terms of this Agreement;

"Website" means the official website of the Venue as listed in the Deal Terms.

Headings are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires: words importing the singular include the plural and vice versa; words importing one gender include the other; a reference to the Agreement is a reference to the Agreement and the Schedules and any variation or replacement of any of them; references to persons include incorporated and unincorporated bodies, partnerships, joint ventures and associations and vice versa and their legal personal representatives, successors and assigns; a reference to a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements of any of them; and references to "include" and "including",

shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect of limiting the generality of any foregoing words.

2. Grant of Rights

2.1. In consideration of full payment of the Hire Fees and any other payments expressly due from the Event Organiser to First Entertainment under this Agreement, First Entertainment will grant the Event Organiser the right, by way of a licence only, to occupy and access the Event Space during the Period of Hire for the purposes of organising and hosting the Event on the terms and conditions set out in this Agreement (**Rights**).

2.2. The Event Organiser hereby acknowledges that First Entertainment shall have the right to, during the Period of Hire, hold other events in the Venue which are outside of the Event Space.

2.3. Signature of this Agreement, payment of the Deposit and/or the exercise of any Rights granted hereunder by the Event Organiser, shall be deemed acceptance of this Agreement by the Event Organiser.

3. Event Organiser's Obligations

The Event Organiser warrants, represents and undertakes to:

3.1. organise and host the Event on the terms and conditions of this Agreement;

3.2. make payment of all sums due to First Entertainment under this Agreement on the due dates;

3.3. pay all costs of production and presentation of the Event including but not limited to all monies due for the performance of any artists and related costs and expenses as they become due;

3.4. not make any announcement of the nature or subject of this Agreement without the prior written consent of First Entertainment;

3.5. not adopt or use any domain names, marks, drawings, symbols, emblems, logos, designations or names identical or confusingly similar to the Mark or the First Entertainment Intellectual Property Rights;

3.6. not knowingly do or suffer to be done any act or thing which will in any way harm or bring into disrepute the good name or reputation of First Entertainment, the Mark and/or the Venue;

3.7. not film, photograph or otherwise record within the Event Space at the Venue or otherwise capture any imagery at the Event. If Event Organiser wishes to film, photograph or otherwise record within the Event Space, it shall obtain First Entertainment's prior written consent and comply with any terms stipulated by First Entertainment;

3.8. not knowingly do or suffer to be done any act or thing which will in any way harm, impair or adversely affect the rights and interests of First Entertainment or the First Entertainment Intellectual Property Rights;

3.9. not make any representation or give any warranty on behalf of First Entertainment nor create any expense chargeable to First Entertainment or otherwise pledge the credit of First Entertainment;

3.10. not hold itself out as associated with First Entertainment accept as permitted under this Agreement;

3.11. co-operate with and comply with all reasonable requests of First Entertainment at all times and promptly notify First Entertainment of any factor which could or does impact upon Event Organiser's ability to perform its obligations under this Agreement;

3.12. exercise the Rights in a manner consistent with the good name, goodwill, reputation and image of First Entertainment, the Mark and the Venue;

3.13. observe and comply with all statutory requirement and all bye-laws or regulations of local or other competent authorities, bodies or societies, in respect of all matters concerned with the Event and the preparation, promotion and staging of the Event;

3.14. The Event Organiser is prohibited from bringing food or beverages on-site without the express consent of the Venue. The venue reserves the right to charge corkage on any alcohol brought on-site. The Venue may request to see in writing any artist hospitality riders before it gives such consent;

3.15. within 4 weeks of the Event Date, provide to First Entertainment a completed Event Operations Plan;

3.16. maintain good order during the Event and to abide by any conditions laid down by any licensing restrictions or other laws, including any conditions contained within the Music Licences and the Premises Licence;

3.17. not, unless otherwise permitted in writing by First Entertainment and on terms and conditions to be agreed including payment of an additional fee (and/or revenue share), offer for sale any merchandise, food, drink or items of any kind in the Venue; and

3.18. not, under any circumstances, offer for sale or otherwise bring into the Venue nitrous oxide or any similar substances.

4. Standard Facilities and Equipment

4.1. As part of the Hire Fees, First Entertainment will provide the Standard Facilities within the Event Space for the Event. However, additional Equipment may be hired from First Entertainment on request and at an additional cost.

4.2. The Event Organiser acknowledges that First Entertainment has provided the Standard Facilities based upon the information supplied by the Event Organiser. The Event Organiser shall ensure that any information provided to First Entertainment is accurate and up to date to the best of its knowledge and belief.

- The Event Organiser shall inform First Entertainment as soon as reasonably practicable if there are any changes to such information. First Entertainment cannot be held responsible for any delay to supply the Standard Facilities or make the Event Space available or for any other disruption to the Event caused by a failure of the Event Organiser to provide correct information to First Entertainment.
- 4.3. The Event Organiser acknowledges that, as between the Event Organiser and First Entertainment, all Equipment hired from First Entertainment for use in the Event Space is owned by First Entertainment.
- 4.4. Any use of the Standard Facilities and Equipment shall be solely at the Event Organiser's risk. If any damage is caused to any Standard Facilities and/or Equipment or the structure of the Event Space through use of such facilities and equipment, the Event Organiser shall be responsible for all costs incurred as a result of or the replacement of any Standard Facilities and/or Equipment and relating damage.
- 4.5. The Event Organiser shall be responsible for ensuring that the Event is properly licensed. If the Event Organiser's use of music or audio/visual materials at the Event is not covered by First Entertainment's Music Licences, the Event Organiser shall be responsible for (at its cost) obtaining any further licences that are required.
- 5. Use of Event Space**
- 5.1. The Event Organiser shall occupy the Event Space as First Entertainment's licensee and shall have no other right or interest in the Venue.
- 5.2. The licence is subject to these terms and conditions and the terms and conditions imposed by First Entertainment, the Venue owner and any rules or regulations imposed by any governmental or regulatory body and the Event Organiser shall comply with all such terms, rules and regulations.
- 5.3. The Event Organiser shall not sublet or sub-licence the Event Space.
- 5.4. The Event Space to be allocated to Event Organiser within the Venue shall be that space detailed in the Deal Terms or as otherwise determined by First Entertainment in its absolute discretion.
- 5.5. The Event Organiser shall, at least 4 weeks in advance of the Event, provide First Entertainment with:
- written specifications relating to the operation and production of the Event and equipment proposed to be used in the Venue and Event Space; and
 - written risk assessments relating to its proposed activities at the Venue and use of the Standard Facilities, Equipment and any other equipment brought into the Venue and Event Space.
- 5.6. The Event Organiser acknowledges and agrees that the Event Space, including all branding and Attendees may be photographed and or filmed by First Entertainment or any third parties authorised by First Entertainment and such film, photographs or other recordings may be used First Entertainment for promotional purposes. As between the Event Organiser and First Entertainment, the Event Organiser shall ensure it obtains all necessary consents and waivers to permit First Entertainment to film, photograph and record and use such film, photographs and recordings.
- 5.7. The Event Organiser shall ensure that any equipment, including any gas or electrical appliances, installed or introduced for use by it (as approved by First Entertainment) in the Event Space are safe and conform to current health and safety regulations and shall be certified annually as to their suitability for use. The Event Organiser will provide First Entertainment with evidence of such conformity on demand. The Event Organiser and its staff shall not bring into the Venue or store at the Venue any Prohibited Items. The Event Organiser acknowledges that all Prohibited Items or any equipment, items or appliances brought into the Venue by it, its guests and/or Attendees which do not conform with this clause will be confiscated.
- 5.8. Event Organiser shall not store or place any equipment outside of the Event Space.
- 5.9. The Event Organiser will vacate the Event Space by those dates/times set out in the Deal Terms or as otherwise advised by First Entertainment. The Event Organiser hereby indemnifies First Entertainment for any costs or losses incurred on account of any failure to vacate the Event Space on time.
- 5.10. The Event Organiser acknowledges that First Entertainment shall retain all income from the operation of the Event other than the sale of the Tickets (including all bar, door, and cloakroom takings). The Event Organiser shall have no right to a revenue share of any takings other than as specified in this Agreement.
- 5.11. First Entertainment reserves the right of entry at all times to enter the Event Space and/or any part thereof and to close any areas of the Event Space and/or Venue during the Event that it does not feel in its reasonable opinion are adequately busy or being managed effectively.
- 5.12. First Entertainment may stop and search any person entering or leaving any part of the Event Space and Venue and be entitled to refuse admission to or eject from the Event Space and Venue any person who in the reasonable opinion of First Entertainment is intoxicated, under the influence of drugs and/or who is or may cause a nuisance, annoyance, endanger or be liable to endanger the safety of any persons or cause damage to the Venue.
- 6. Hire Fees**
- 6.1. The Hire Fees have been calculated based upon the information supplied by the Event Organiser to First Entertainment at the date of this Agreement in connection with the Event and which form the scope of the "Deal Terms". In the event that the Deal Terms change or no longer accurately reflect the scope or nature of the Event, First Entertainment reserves the right to charge the Event Organiser additional fees in its absolute discretion.
- 6.2. The Hire Fees shall be payable by the Event Organiser on those dates set out in the Deal Terms.
- 6.3. Where the Event Organiser is required to make additional payments for access to other certain rights in accordance with the Deal Terms or this Agreement, such as payment for the Equipment Costs, the Event Organiser shall pay such sums on demand to First Entertainment or prior to the Event to which such sums relate, whichever is the earlier.
- 6.4. If a booking is made based on a per person basis, final numbers must be confirmed at least 7 days before the event. If numbers exceed the agreed numbers of attendees, the Event Organiser will be charged an additional amount based on the initial per person charge.
- 6.5. A booking will only be confirmed once a Booking Confirmation has been issued.
- 6.6. The Venue will only issue such confirmation once a deposit of 50% of the Total Hire Fee is received in cleared funds. Payment of the balance is due 1 month before the date of the event. If the balance is not paid by that date, the booking will be deemed cancelled.
- 6.7. You may be charged a discretionary service charge which may be added to your bill or invoice.
- 6.8. The Hire Fees and the Equipment Costs are exclusive of VAT. The Event Organiser will pay any VAT properly payable on the Hire Fees and the Equipment Costs upon receipt from First Entertainment of a VAT invoice.
- 6.9. The Event Organiser shall have no right of set-off or withholding from any sums due.
- 6.10. In the event that any payments due to First Entertainment under this agreement are not received on the due dates, without prejudice to any of First Entertainment's rights to cancel the Event, First Entertainment shall be free to:
- charge the Event Organiser interest on any outstanding sums at the rate of 4% above NatWest Bank's base rate accruing on a daily basis until payment is received; and/or
 - terminate this Agreement in accordance with clause 13.
- 7. Tickets and Ticket Sales**
- 7.1. The Event Organiser and/or its authorised agents shall be responsible for the sale of Tickets to the Event as set out in the Deal Terms. However, the Event Organiser acknowledges that First Entertainment shall be entitled to sell at least 50% of such Tickets through the Website or otherwise as specified in the Deal Terms and retain the First Entertainment Ticket Costs on such sales.
- 7.2. The Event Organiser shall not commence selling and/or otherwise distributing any Tickets to the Event until it has obtained the written approval of First Entertainment and the Hire Fees have been received by First Entertainment in full.
- 7.3. The Event Organiser shall be responsible for all monies and taxes payable on the sale of all Tickets by it or its authorised agents or First Entertainment and hereby indemnifies First Entertainment for any claims made against First Entertainment for the same.
- 7.4. Within 14 days of the end of the Event, First Entertainment will use its reasonable endeavours to account to the Event Organiser for all monies received by First Entertainment and/or its authorised agents from the sale of the Tickets to the Event through the Website less:
- the First Entertainment Ticket Costs;
 - credit card commissions payable on such sales;
 - refunds (actually given) and bad debts incurred;
 - any event commission due;
 - VAT or other applicable sales taxes payable by First Entertainment on such sales (if payable by First Entertainment);
 - any Additional Charges not yet paid; and
- 7.5. any other deductions required to be made by First Entertainment under this Agreement or in its reasonable opinion.
- 8. Marketing and Advertising**
- 8.1. The Event Organiser shall be responsible for, at its own cost, all promotion and advertising of the Event.
- 8.2. The Event Organiser warrants, represents and undertakes to:
- only use the Mark or other First Entertainment Intellectual Property Rights permitted under this Agreement to promote and advertise the location of the Event and to immediately cease using the Mark and/or other First Entertainment Intellectual Property Rights immediately following the Event;
 - ensure that all Materials (including fliers and posters) clearly: (i) identify the Venue and its location; (ii) include the Mark; (iii) make reference to all social media links requested by First Entertainment; and (iv) specify the Venue opening and closing times as set out in the Deal Terms. For the avoidance of doubt, Materials shall not include artist set times and last admissions times to the Venue unless otherwise agreed in writing with First Entertainment;
 - ensure that the content, nature and proposed use of each Material is approved in writing by First Entertainment prior to the Event Organiser commencing any Marketing Activity or prior to the publication or use of the relevant Material;
 - only use the Mark for the Marketing Activities;
 - provide one sample of each Material to First Entertainment and ensure that all Materials conform with any samples approved by First Entertainment;
 - ensure that all Materials are used solely for the Marketing Activities and the Event Organiser shall not (and shall not authorise or procure any third party to) sell the Materials, offer the Materials for sale or distribute any Materials other than as part of the Marketing Activities;

- (g) announce the Event and (if relevant) the full artist line up at least 12 weeks in advance of the Event Date including facilitating First Entertainment to be able to do the same on the Website and/or in such other places and forms as reasonably required by First Entertainment;
- (h) at First Entertainment's request, make it a host of any Facebook pages relating to the Event for listing purposes relating to the Venue; and
- (i) in promoting the Event, ensure that the Event is not publicised or advertised in such a way that is in contravention of the Town and Country Planning Acts (Control of Advertisements) Regulations 1989 (flyposting) or any amendment, variation or replacement thereto.

9. Cancellation

- 9.1. In the event of cancellation of the Event by First Entertainment other than for Force Majeure, the Event Organiser will be entitled to full repayment of any Hire Fees paid to First Entertainment under this Agreement. First Entertainment shall not be responsible for any costs of any nature incurred by the Event Organiser from cancellation of the Event.
- 9.2. Subject to the remaining provisions of this clause and without prejudice to any existing rights or claims that First Entertainment may have against the Event Organiser, the Event Organiser shall be entitled to cancel its Event at the Venue provided it serves written notice of the same on First Entertainment ("Cancellation Notice"). Following receipt of a Cancellation Notice, First Entertainment will retain or require the payment of the Hire Fees by the Event Organiser in full.
- 9.3. In addition to requiring the full payment of the Hire Fees under clause 9.2, if the Event Organiser serves the Cancellation Notice within 8 weeks of the Event Date, then the Event Organiser hereby agrees to pay to First Entertainment the amount of profit (estimated income less estimated costs) it would have received had the Event gone ahead (such calculation to be assessed if not agreed).
- 9.4. For the avoidance of doubt, if the Event is cancelled, First Entertainment shall be free to enter into an agreement with other third parties for the hire of the Event Space in the Venue during the Period of Hire on the Event Date without restriction.

10. Insurance

- 10.1. The Event Organiser will (at its expense) enter into and thereafter maintain at all times prior to and for a period of 3 years following the expiry or early termination of the Agreement an insurance policy and/or policies free from restrictions or excess with a reputable insurance company or companies to cover liability for any claim which may at any time be made in connection with: its hire of the Event Space; the use or occupation of the Event Space in Venue; the Event Organiser's activities at the Venue; damage to the Venue and/or the Standard Facilities and Equipment; which such insurance shall cover all necessary risks including all usual employer's liability, public liability and product liability with minimum cover per claim of not less than £5,000,000 (five million pounds) and name First Entertainment as an additional insured party.
- 10.2. The Event Organiser will be responsible for obtaining and maintaining in force all licences, consents and approvals as may be required in connection with its activities and provide proof of the same to First Entertainment on demand.

11. Confidentiality

- 11.1. Each party warrants and undertakes that it shall respect and preserve the confidentiality of all information provided by the other party that is, by its nature, confidential and/or which the disclosing party notifies to the other party is confidential (whether or not contained in documents). All such documents and information will be kept confidential by the receiving party.
- 11.2. This clause shall not apply to any information which:
 - (a) is in the public domain or otherwise freely available (other than as a result of a breach by the receiving party of this Agreement or the breach by a third party of any obligation of confidentiality); or
 - (b) is required to be disclosed by law. In such case the receiving party shall give the disclosing party reasonable written notice (detailing the information required to be provided under such law and details of the relevant law requiring its disclosure) prior to such disclosure to enable the disclosing party to take steps or make representations to prevent any such disclosure; or
 - (c) was already in the receiving party's possession at the time of such disclosure and the receiving party has documentary proof of such possession.

12. Indemnity and Limitations

- 12.1. The Event Organiser shall make good at its own expense any damage to the Event Space, Venue and/or any of the contents, fixtures and fittings of the Event Space and Venue attributable to any act or omission by the Event Organiser and any Attendees (fair wear and tear excepted). In the event of the Event Organiser not having made good such damage within 24 hours (or such shorter time as First Entertainment may reasonably require) of the damage having occurred (or, if later, of First Entertainment notifying the Event Organiser of such damage and requiring its remedy and providing the Event Organiser with an estimate of repair costs), First Entertainment shall be entitled to rectify any such damage at the Event Organiser's cost.
- 12.2. The Event Organiser will be responsible for the acts and omissions, behaviour and conduct of any Attendees. The Event Organiser shall use its reasonable endeavours to ensure that at all such Attendees comply with all relevant rules and regulations governing access to the Venue and shall not do or omit to do anything which may jeopardise the general safety and conduct of the Event.
- 12.3. The Event Organiser shall indemnify and hold First Entertainment, their directors, executive members, officers, employees and agents harmless against

all or any actions, proceedings, claims, demands, costs, expenses, liabilities, losses, awards and damages of any kind arising by reason of: any act or omission of the Event Organiser or any Attendees; activities in the Event Space and Venue; or any breach of this Agreement or any warranty by the Event Organiser or its authorised representatives howsoever caused; except where such claims, actions, losses, damages, liabilities and expenses arise directly as a result of First Entertainment's negligence.

- 12.4. Subject to clause 12.5, First Entertainment shall have no liability whatsoever in contract, tort (including negligence), breach of statutory duty or otherwise for any: indirect; economic; incidental; special; exemplary; or consequential loss or damage suffered by the other in relation to this Agreement even if First Entertainment has been advised of the possibility of such damages or losses (and for these purposes consequential loss shall include without limitation all loss of profit, opportunity, anticipated profit, anticipated revenue, business and/or goodwill).
- 12.5. Nothing in this Agreement excludes or limits either party's liability:
 - (a) for death or personal injury to the extent that such death or personal injury arises as a result of the negligence, breach of statutory duty or any wilful act or omission of that party or its authorised representatives;
 - (b) a deliberate personal repudiatory breach of this Agreement by that party.
- 12.6. Subject to Clause 12.5, First Entertainment shall not in any event be liable to pay compensation or damages to the Event Organiser or any third party (for whatever reason such compensation or damages may be due) in relation to this Agreement or the rights granted under it greater than the amount of the Hire Fees received by it at the date such action or claim arises.

13. Termination

- 13.1. This Agreement may be terminated with immediate effect by First Entertainment giving the Event Organiser written notice at any time if the Event Organiser commits a material breach of any of the terms hereof and (where such breach is capable of being remedied) shall have failed to remedy the same within 15 (fifteen) days (or such shorter period as determined by First Entertainment) of receiving a notice specifying the breach and requiring its remedy.
- 13.2. This Agreement may be terminated with immediate effect by either party with written notice to the other if:
 - (a) in respect of the other party an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made, or a receiver or trustee in bankruptcy is appointed over the other party's estate or a voluntary agreement or arrangement is approved or entered into, or an administration order is made, or a receiver or administrative receiver is appointed over any of the other's assets or an undertaking or a resolution or petition to wind up the other is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order, or any event analogous to any of the foregoing; or
 - (b) if the other party ceases or threatens to cease to carry on business; or
 - (c) any event of Force Majeure continues for a consecutive period of 3 (three) months.
- 13.3. This Agreement may be terminated with immediate effect by First Entertainment with written notice to the Event Organiser if:
 - (a) the Event Organiser engages in conduct which in the reasonable opinion of First Entertainment reflects unfavourably on the good name, goodwill, reputation or image of First Entertainment, the Mark and/or the Venue; or
 - (b) the Event Organiser does not rectify any damage caused to the Venue; or
 - (c) the Event Organiser is found to be selling or offering for sale or otherwise distributing Tickets to the Event in breach of the terms of this Agreement; or
 - (d) the Event Organiser fails to obtain First Entertainment's prior written approval of the Materials prior to their use and/or distribution; or
 - (e) any information supplied to First Entertainment in connection with this Agreement is incorrect, inaccurate or misleading;
 - (f) the Event Organiser fails to provide First Entertainment with the Promotion Event Risk Assessment Form 696 within 4 weeks of the Event Date;
 - (g) the Event Organiser breaches clause 13.4 below.
- 13.4. If the Event Organiser promotes the Event in such a way that is in contravention of the Town and Country Planning Acts (Control of Advertisements) Regulations 1989 (flyposting) or any amendment, variation or replacement thereto, the Event Organiser shall be responsible for any legal action and/or fines imposed upon it by any regulatory authority. First Entertainment accepts no liability in this respect.
- 13.5. Where the Event Organiser fails to provide First Entertainment with the Promotion Event Risk Assessment Form 696 in accordance with the terms of this Agreement, the local authority and/or Police will automatically deem the Event "medium" risk. Where First Entertainment chooses not to exercise its right to terminate this Agreement under clause 13.3(f) and allows the Event Organiser to proceed with the Event, the Event Organiser acknowledges that First Entertainment shall be required to put on additional security at the Event Organiser's cost and the Event Organiser hereby agrees to pay such costs on demand to First Entertainment.

14. Consequences of Termination

- 14.1. Termination of this Agreement will be without prejudice to any existing rights or claims that either party may have against the other and, except as specifically set out in this Agreement, will not relieve either party from fulfilling any obligations accrued prior to termination.
- 14.2. Upon termination or expiration of this Agreement (or part):
- (a) any rights granted to the Event Organiser under this Agreement, including the Rights, will cease with immediate effect. In particular, the Event Organiser shall have no right to occupy the Event Space in the Venue; and
 - (b) the Event Organiser must promptly pay to First Entertainment all monies due and payable to First Entertainment pursuant to this Agreement as at the date of termination or expiration (as the case may be) and the Event Organiser shall have no right to a refund of any payments made by it.

15. Force Majeure

- 15.1. If an event of Force Majeure occurs which is outside the reasonable foresight or control of a party, then the party prevented from complying with its obligations under this Agreement by the Force Majeure event shall give immediate written notice of the Force Majeure event to the other party specifying the nature, cause and likely effect of the Force Majeure event.
- 15.2. The party affected by the Force Majeure event shall, at the request of the other, take all reasonable steps to shorten and avoid the consequences of the Force Majeure event and provide such reasonable assistance as the other party may request to remedy the consequences of the Force Majeure event.
- 15.3. First Entertainment will not be deemed to be in breach of this Agreement and the Event Organiser shall not be entitled to any reduction in the Hire Fees where such breach or failure to perform is as a result of a Force Majeure event.
- 15.4. Nothing in this clause shall prevent or delay the Event Organiser from paying the Hire Fees in accordance with this Agreement.

16. Notices

- 16.1. The parties agree that any notice or other communication under this Agreement shall be given or delivered to the other party's address as set out in this Agreement (or such address as advised in writing from time to time). Such notice is treated as having been given and received: (a) if delivered, on the day of delivery if a business day, otherwise on the next business day; or (b) on the date of receipt if sent by registered airmail or equivalent.
For the avoidance of doubt, notice may not be given by email or fax.
- 16.2. The contact details for the purpose of this clause, shall be as set out in the Deal Terms or to such other address as notified by a party to the other in writing.
- 16.3. For the avoidance of doubt, any request for approval may be submitted and replied to by email. An email shall be treated as having been given and received

if delivered (and a delivery receipt received) on the day of delivery if a business day otherwise on the next business day.

17. General

- 17.1. This Agreement constitutes the sole and entire understanding of First Entertainment and the Event Organiser in relation to the subject matter of this Agreement and supersedes all previous agreements, representations and arrangements between First Entertainment and the Event Organiser (either oral or written) with regard to the subject matter of this Agreement. The parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in this Agreement. Each party irrevocably and unconditionally waives any rights it may have to claim damages and/or to rescind this Agreement for any misrepresentation in relation to the subject matter of this Agreement whether or not contained in this Agreement or for breach of warranty not contained in this Agreement unless such misrepresentation or warranty was made fraudulently. This Agreement may only be amended or supplemented in writing and signed by an authorised representative of both First Entertainment and the Event Organiser.
- 17.2. If any provision of this Agreement is invalid or unenforceable in any jurisdiction it will, if required, be deleted (for the purposes of that jurisdiction) provided that such deletion does not affect the remaining provisions of this Agreement or affect the validity or enforceability of that provision in any other jurisdiction.
- 17.3. The provisions of this Agreement will survive the termination or expiry of the Term to the extent necessary to protect the rights of First Entertainment.
- 17.4. Nothing in this Agreement is intended to nor shall it create any partnership, joint venture or relationship of employment between First Entertainment and the Event Organiser.
- 17.5. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 17.6. No breach of any provision of this Agreement may be waived or discharged except with the express written consent of the party not in breach.
- 17.7. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.
- 17.8. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 17.9. This Agreement is governed by the law of England and Wales and if there is any dispute, it will be subject to the non-exclusive jurisdiction of the English Courts.

**SCHEDULE 2
TECHNICAL RIDER**

A FULL TECHNICAL RIDER WILL BE EMAILED TO ALL PROMOTERS SEPARATELY TO THIS DOCUMENT

This document contains the Technical Specifications for Fire Nightclub. This is the standard specification, and should your needs not be met our Production Manager will be more than happy to advise you on upgrading the specification or adding in equipment that we do not supply.

Whilst you must use our preferred suppliers, please note that we **do not** pay for any additional equipment or special effects. We can assist you in ensuring orders are placed, but payment must be made before the start of the event or the effects or extra equipment will not be used.

Visuals

Please note that any media for our visual equipment must be received 7 working days before the event in order to ensure that it is prepared in time for your event. You can provide any video or photo files in the following format;

- 16:9 .AVI or .MOV file format – if you can't provide this we must receive the file 10 working days in advance to encode it

Production Effects

No effects are included in the hire fee. We can quote based on your requirements. Payment is required at least 5 working days prior to the event.

DJ Equipment

The DJ equipment listed is our standard package. Anything above this is chargeable. Once again we can quote for this.

Staging

We have a limited amount of staging in venue. Please advise us of any staging requirements you have so we discuss your requirements with you.

Contact

If you require any additional information or have any questions please feel free to contact;

production@orangenation.co.uk

Venue Details

Fire Nightclub 39-43 Parry Street London SW8 1RT	Lightbox Nightclub 6 South Lambeth Place London SW8 1SP	Main Switchboard +44 (0) 203 242 0040
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