

GENERAL TERMS OF HIRE

1. Definitions and Interpretation

A number of words used in the General Terms and the Special Terms and Agreement which have special meanings begin with a capital letter. The meanings of such specially defined words are set out below

Agreement	the agreement comprising the Hire Agreement Email, the Special Conditions (if applicable) and these General Terms
Capacity	110 people being the maximum number of persons permitted at the Venue
Event	the event being the purpose of the hiring of the Venue
Fee	the basic hire charge plus VAT (where applicable) at the rate determined by the Owner
General Terms	these General Terms of Hire
Health and Safety Policy	the health and safety policy as set down from time to time by the Owner, a copy of which has been made available to the Hirer and/or is displayed at the Venue
Hire Period	the period of hire specified in the Hire Agreement Email
Hire Agreement Email	the email sent to the Hirer, in which the details of the booking are set out and which refers to these General Terms of Hire
Hirer	the person or entity whose details appear in the Hire Agreement Email.
Special Conditions	the special conditions or terms applicable to a hiring, if any, which are set out in the Hire Agreement Email, and shall form part of this Agreement
VAT	value added tax
Venue	those parts of the premises at The Pavilion, Langton Green Recreation Ground, Winstone Scott Avenue, Langton Green, Tunbridge Wells, Kent TN3 0JJ which are stated in the Hire Agreement Email as being the Venue for the purposes of each individual hiring, and the surrounding site, location, ground and access as appropriate.

2. Venue Hire

- 2.1. In consideration of the Fee, the Owner agrees to permit the Hirer, who must be no less than 21 (twenty one) years old, to use the Venue for the Event during the Hire Period and the Hirer agrees to hire the Venue on the terms of and subject to the Hire Agreement Email, the General Terms and the Special Terms.
- 2.2. The Hirer accepts responsibility for being in charge of and being on the premises at all times when the public are present and for ensuring that all conditions under this Agreement, and any relevant applicable licence, are met.
- 2.3. The Owner reserves the right to cancel any booking, without liability to the Owner, in the event that it is brought to the Owner's attention that the Hirer is under 21 years old.
- 2.4. The Hirer has satisfied itself/himself/herself as regards the facilities and services available at the Venue and acknowledges that the Owner shall not be responsible for the inadequacy of such facilities, services or specification. Whilst the Owner will always endeavour to provide safe facilities and maintain reasonable standards of cleanliness it must be appreciated that the premises are not subject to full-time supervision and that all hirers have to rely upon mutual co-operation and consideration.
- 2.5. Use of the Venue may, on payment of the relevant charges, include use of the changing rooms, referee rooms, kitchen facilities and/or pitches associated with it, as specified in the Hire Agreement Email.
- 2.6. The Hirer is entitled to bring its/his/her own catering/refreshments to the Pavilion but do so at their own risk and subject to the terms and conditions of this Agreement.

- 2.7. During the Hire Period the Hirer is to be responsible for the efficient supervision of the Venue including (without prejudice to the generality of the above):
- (a) the effective control of children or attendees;
 - (b) the orderly and safe admission and departure of persons to and from the Venue;
 - (c) the orderly and safe vacation of the Venue and/or evacuation of the guests/attendees/performers in case of emergency;
 - (d) the safety of the Venue;
 - (e) the preservation of good order and reputation of the Venue, including avoid disturbing the neighbours to the premises and taking care to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in the immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, or under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises;
 - (f) ensuring that no obstruction is placed or allowed to remain in any corridor or access door giving access to the Venue;
 - (g) making all administrative and other arrangements to ensure that the maximum number of persons (including the Hirer and any organisers, performers or staff) in the Venue does not exceed the Capacity.
- 2.8. No part of the Venue is to be used for any purpose other than the purpose set out in the Hire Agreement Email and no part of the Venue is to be used for any unlawful purpose or in any unlawful way, including any gaming, betting or lottery activities in contravention of the applicable laws.
- 2.9. The Owner reserves the right for duly authorised members or officers, employees or representatives of the Owner to enter the Venue at any time for any authorised purpose.

3. Fees and other charges

- 3.1. The Hirer shall pay the Fee in full within 14 days of the execution of this Agreement, or immediately if the date of hire is within 28 days of execution of the Agreement. Failure to pay within the timescales given shall result in the automatic lapse of the booking with no further notice.
- 3.2. Without prejudice to the other provisions of this Agreement, the Owner shall be entitled to charge the Hirer the cost/expense in respect of any damage, additional cleaning and the like occasioned to the Venue by the Hirer or its/his/her agents and guests.
- 3.3. In respect of VAT, all charges listed in or sums due under this Agreement are exclusive of VAT and the Hirer shall be responsible for payment of VAT at the current rate, where chargeable, in addition to the Fee and any other sums due under this Agreement.
- 3.4. Any charges or costs payable by the Hirer arising under this Agreement as a result of damage, indemnities or otherwise shall be due and payable on demand.

4. Cancellation

- 4.1. If the Event is cancelled by the Hirer no less than 29 days before the Event is due to take place then the Fee is fully refundable.
- 4.2. If the Event is cancelled by the Hirer between 28 and 15 days before the Event is due to take place then 50% of the Fee is refundable.
- 4.3. If the Event is cancelled by the Hirer within 14 days of the Event taking place then the Fee is non-refundable.
- 4.4. Subject to the provisions of sub-clause 4.5 below, the Owner may at any time close the Venue in the case of a force majeure event including fire, epidemic, wars, strikes, lockout and industrial disputes, civil commotion, earthquakes, act of God or other reason which the Owner reasonably considers necessary or desirable in which case neither party shall be entitled to

any remuneration, damages etc arising from such closure save as expressly provided in this Agreement.

- 4.5. The Owner may at any time whether in advance of or during the Event in its sole discretion close the Venue, cancel the Event and/or otherwise terminate this Agreement if:
- (a) the Owner reasonably considers that the Event (and/or the conduct of any of the Hirer and/or Hirer's agents or representatives) is or may incite public disorder, racial prejudice, is obscene or otherwise may give rise to such situations and/or is in bad taste; and/or
 - (b) an order, proceedings or warning is issued by the licensing or local authority and/or the Event is or may be prejudicial to the relevant authorisations, licences and/or other consents and authorities necessary for conduct of the Event or the Venue and/or the good name and reputation of the Owner, the Event or Venue;
 - (c) the Owner reasonably considers that the Event (and/or the conduct of any of the Hirer and/or Hirer's agents or representatives) is in conflict with or prejudicial to the business of the Venue, the Owner and/or its reputation;
 - (d) there is any change to the agreed activities;
 - (e) the Owner reasonably considers that the Event (and/or the conduct of any of the Hirer and/or Hirer's agents or representatives) is in breach of any of the Hirer's obligations and undertakings under this Agreement.
- 4.6. In the circumstances specified in clause 4.5 above, the Hirer shall notwithstanding any cancellation/closure remain liable for payment of all sums incurred as if the Event had proceeded or would proceed and for the avoidance of doubt the Hirer's indemnity contained in this Agreement shall apply.
- 4.7. The Owner reserves the right to cancel any event by written notice to the Hirer, and shall refund any Fee and Damage Deposit paid, in the event of:
- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
 - (b) the Owner reasonably considering that (i) the hiring will lead to a breach of the licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
 - (c) the Venue becomes unfit for the use intended by the Hirer;
 - (d) an emergency requiring the use of the premises as a shelter for victims of flooding, snowstorms, fire, explosion or those at risk of these or similar disasters.

5. Force Majeure

- 5.1. If by reason of force majeure (including fire, explosion of any kind, failure or neglect on the part of any utility supplying electricity, gas or water, labour strife, civil commotion, war, fire or explosion or any other event beyond the control of the Owner) the Owner is or anticipates that it will be prevented or hindered from fulfilling the substance of its obligations under this Agreement, then the Owner shall as soon as reasonably practicable ensure that the Hirer is aware of the occurrence of any such event and the Hirer shall then be entitled at any time after such notice, so long as such cause and force majeure event is still subsisting, to cancel or suspend this Agreement by notice in writing to the Hirer.
- 5.2. In the event of cancellation or suspension pursuant to clause 5.1 above, the Owner refund the Fee and any Damage Deposit but shall be under no further liability to the Hirer or any other third parties for any loss which they may sustain in consequence of any such cancellation or suspension.

6. End of Hire Period

- 6.1. The minimum period of hire is 3 (three) hours for occasional bookings. For the avoidance of doubt it is to be understood that the time required for preparation, setting up, cleaning, tidying and reinstatement will form part of the Hire Period and will be charged accordingly.

- 6.2. At the expiration of the Hire Period the Hirer shall leave the Venue in a clean and orderly state free of litter and in particular (but without prejudice to the generality of the above):
- (a) the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer;
 - (b) the Hirer is to ensure that all tables and chairs are duly folded, stacked, put away and stored as appropriate ;
 - (c) the Hirer is responsible for removing all its refuse which cannot be fitted into the premises' designated refuse containers, and for removing all recyclable waste; and
 - (d) the Hirer shall be responsible for properly locking and securing the premises.

7. Use of Premises

- 7.1. The Hirer shall not use the Venue for any purpose other than that described in the Hire Agreement Email and shall not sub-hire or use the Venue or allow the Venue to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
- 7.2. The Hirer shall use its/his/her best endeavours to ensure that all matters connected with the Event are conducted in a proper and orderly manner.
- 7.3. The Hirer shall not permit any form of filming or recording of the Venue without prior written approval from the Owner and subject to such terms as the Owner may in its sole discretion impose.
- 7.4. No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without prior written approval from the Owner. Any alterations, fixtures, fittings or attachment so approved shall at the discretion of the Owner remain in the premises at the end of the hiring. They will become the property of the Owner unless removed by the Hirer who must make good to the satisfaction of the Owner any damage caused to the premises by such removal.
- 7.5. The Hirer undertakes that no bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Venue nor is any adhesive substance to be attached to it. No placards or other articles are to be fixed to any part of the Venue.
- 7.6. No machines which emit smoke, fog, haze, or any other device which activates any fire alarm system are to be used at the Venue. In the event that any fire alarm system is activated during the Event the Hirer will be liable to pay any and all call out costs incurred further to the activation of the fire alarm system.
- 7.7. The Venue has a heating facility which is available to the Hirer. The controls of the heating may be adjusted by the Hirer but must be returned to the position they were in, at the end of the Hire Period. They may be turned off at the end of hire if no other user requires it.
- 7.8. The Venue does not hold a licence for any form of television reception or broadcast licences, whether by TV receiver or internet. Hirers agree to supply their own licence should they wish to watch any such broadcasts including via computer or any media whatsoever.
- 7.9. The Hirer shall not grant broadcasting or filming rights without the prior written consent of the Owner.
- 7.10. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons with appropriate Disclosure and Barring Service checks have access to the children. The Owner reserves the right to extend the conditions of this clause 7.10 where children over eight years of age and/or vulnerable adults are taking part in activities. The Hirer shall provide the Owner with a copy of their DBS check and child protection policy on request.
- 7.11. The Hirer undertakes to ensure that children shall be restricted from viewing age-restricted films and Hirers shall ensure that all copyright licences have been obtained when showing films.

- 7.12. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Venue, other than for a special event agreed to by the Owner. No animals whatsoever are to enter the kitchen at any time.
- 7.13. The Hirer shall, if selling goods at the Venue, comply with all applicable laws including Fair trading Laws and any applicable codes of practice. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.
- 7.14. The Hirer shall not use the Venue or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to the Owner or the owner or occupier of any neighbouring property. **No teen parties, 18th or 21st parties may be held at the Venue.**

8. Advertising

- 8.1. The Hirer is responsible for all advertising or promotion of the Event at its/his/her own sole cost and expense but that it will ensure that no advertising/promotional material shall infringe or violate any copyright, trademark or other proprietary right of any other person or render the Owner liable to any proceedings whatsoever
- 8.2. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertising for any event taking place on the premises and shall indemnify the Owner and its employees and contractors accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

9. Insurance, Liability and Indemnity

- 9.1. The Hirer shall be liable for:
 - (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the Venue including the curtilage or contents thereof, including the cost of any additional cleaning that may be required as a result of the Hirer's failure to comply with the terms of this Agreement ;
 - (b) all claims, losses, damages and costs made against or incurred by the Venue management committee or Owner, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the Venue (including the storage of equipment) by the Hirer; and
 - (c) all claims, losses, damages and costs made against or incurred by the Venue management committee or the Owner, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Venue by the Hirer, andsubject to clause 9.2 below, the Hirer shall indemnify and keep indemnified accordingly each member of the Venue management committee and the Owner's employees, volunteers, agents and invitees against such liabilities.
- 9.2. Fair wear and tear is excepted from Clause 9.1 above.
- 9.3. The Owner shall take out adequate insurance to insure the liabilities described in sub-clause 9.1(a) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (b) and(c) above. The Owner shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Venue management committee, the Owner and the Owner's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- 9.4. Where the Owner does not insure the liabilities described in sub-clauses 9.1(b) and (c) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall

produce the policy and current receipt or other evidence of cover to the Venue management committee. Failure to produce such policy and evidence of cover will render the hiring void and enable the Owner to hire out the premises to another hirer instead.

- 9.5. The Hirer shall indemnify the Owner and each member of the management committee on a full indemnity basis from and against all losses claims, damages claims, costs, expenses and other demands suffered by the Owner as a result of:
 - (a) any negligence, breach of statutory duty or common law duty or other act or omission on the part of the Hirer, Hirer's agents, representatives or sub-contractors or whether in respect of death or injury to persons, loss, theft or damage to property and any consequences of same or otherwise;
 - (b) any breach by the Hirer of its/his/her obligations and agreements pursuant to this Agreement.
- 9.6. The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Owner or which would or might invalidate or vitiate in whole or in part any insurance effected in respect of the Venue.
- 9.7. The Owner is insured against any claims arising out of its own negligence.
- 9.8. The Owner gives no warranty that the Venue is legally or physically fit for any specific purpose.
- 9.9. The Owner will not be liable for the death of or injury to any person attending the Venue for the function the subject of the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death, injury or loss is due to the negligence of the Owner.
- 9.10. The Owner will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Venue either by the Hirer for its/his/her own purposes or by any other person or left or deposited with any officer or employee of the Owner.
- 9.11. The Owner will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, act of God, force majeure event or other matter beyond the Owner's control (as provided in this Agreement) which may cause the Venue to be temporarily closed or the hiring to be interrupted or cancelled.

10. Public Safety Compliance

- 10.1. The Hirer agrees not to exceed the maximum permitted number of people permitted at the venue including organisers and performers.
- 10.2. The Hirer shall comply with all conditions and regulations made in respect of the Venue by the local authority, the licensing authority, and the hall's fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the hall's health and safety policy.
- 10.3. The Hirer acknowledges that they have received instruction in the following matters:
 - (a) the action to be taken in event of fire. This includes calling the fire brigade and evacuating the hall;
 - (b) the location and use of fire equipment (including diagram of location when handing over keys);
 - (c) escape routes and the need to keep them clear;
 - (d) appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire; and
 - (e) location of the first aid box.
- 10.4. The Hirer shall ensure that:
 - (a) no highly inflammable substances are brought into or used in any part of the Venue;
 - (b) no internal decorations of a combustible nature (eg polystyrene, cotton wool etc) shall be erected without the consent of the Committee; and

- (c) no decorations are to be put near light fittings or heaters.
- 10.5. In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
 - (a) that all fire exits are unlocked and panic bolts in good working order;
 - (b) that all escape routes are free of obstruction and can be safely used for instant free public exit;
 - (c) that any fire doors are not wedged open;
 - (d) that exit signs are illuminated; and
 - (e) that there are no obvious fire hazards on the premises.
- 10.6. Propane Gas, Barbecues, Portable stoves or any other items of cooking/heating equipment are not permitted on site at any time. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Owner. Portable Liquefied Gas heating appliances must not be used.

11. Electrical Appliance safety

- 11.1. The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.
- 11.2. No lighting, heating, power or other electrical fittings or appliances in the Venue are to be altered, moved or in any way interfered with.

12. Smoking

- 12.1. Smoking is not permitted in the Venue and the Hirer undertakes to use its/his/her best endeavours to ensure that no person attending the Event smokes at the Venue.
- 12.2. The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.
- 12.3. The Hirer shall eject from the Venue any person found smoking in the Venue.

13. Noise and Behaviour

- 13.1. The Hirer shall ensure that the minimum of noise is made on arrival and departure from the Venue regardless of the time of either arrival or departure.
- 13.2. The Hirer shall use a noise limitation device, if provided at the Venue, in the event that amplification equipment is used during the Event.
- 13.3. The Hirer shall ensure that no sound checks or performances may occur without all relevant sound doors being closed.
- 13.4. The Hirer is requested not to congregate at the rear or sides of the building, to avoid disturbance to residential neighbours and members of the public.
- 13.5. The Hirer shall ensure that in order to avoid disturbing neighbours to the Venue and users of the nearby village hall and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

14. Health and Hygiene

- 14.1. The Hirer shall if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with Food Temperature Regulations.

15. Guarantee

- 15.1. If the Hirer is a corporate body, the Hirer must at the time of booking notify to the Owner in writing the name, address and telephone number of the Guarantor who is an individual who will be personally responsible, jointly and severally with the Hirer, to the Owner for the obligations of the Hirer under the Agreement.
- 15.2. In consideration of the Owner entering into this Agreement with the Hirer at the request of the Guarantor, the Guarantor acknowledges the obligations of the Hirer under this Agreement.
- 15.3. The Guarantor unconditionally and irrevocably guarantees to the Owner due and proper performance by the Hirer of all agreements, obligations, covenants, indemnities and obligations to be performed, given or observed by it under this Agreement.
- 15.4. The Guarantor agrees that the guarantee imposes a primary obligation on the Guarantor to pay the owner on first demand for payment, if the Hirer has failed to do so. The obligation of the Guarantor shall not be affected by any of the obligations of the Hirer being void, voidable or unenforceable for any reason. If the Hirer fails to comply with the terms of this Agreement, the Guarantor shall perform the obligations of the Hirer as if it were primarily liable for their performance.
- 15.5. The Guarantor shall not in any way be released from his/her obligations hereunder by reason of any time waiver, release or any indulgence granted to the Hirer and this Guarantee shall be a continuing guarantee and shall continue in force until the Hirer or the Guarantor shall perform or discharge all their obligations and liabilities to the Owner pursuant to or under this Agreement.

16. Emergencies and Accidents

- 16.1. The Hirer undertakes to call the Fire Brigade in the event of any outbreak of fire, however slight, and to give details thereof to the Owner
- 16.2. The Hirer must report any accident involving an injury to the public to the Owner as soon as possible and complete the relevant section of the accident book which will be held at the Venue.
- 16.3. Any failure of equipment belonging to the Venue or brought in by the Hirer must also be reported as soon as possible.
- 16.4. If applicable, any accident or injury which must be reported to the Incident Contact Centre must be done in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995. The Incident Contact Centre can be contacted by phone on 0845 300 9923, online at www.riddor.gov.uk or via the HSE website www.hse.gov.uk or by post to the Incident Control Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

17. Obligations of the Owner

- 17.1. The Owner shall, on the commencement of the Hire Period, give access to the Venue to the Hirer free from obstructions and in good condition, subject always to the Hirer's payment of the Fees and compliance with the provisions of this Agreement.
- 17.2. If applicable, the Owner will appoint and nominate a manager or representative to liaise with the Hirer in respect of the Event and the Venue.
- 17.3. The Owner will advise the Hirer of any health and safety requirements applicable to the Venue including its Health and Safety Policy together with useful information and any other rules of conduct applicable to the Event or the Venue.
- 17.4. The Owner will provide relevant information as reasonably requested by the Hirer in connection with the Event or the Venue.
- 17.5. The Owner will comply with the applicable statutes and the rules and regulations of any local or other competent authority, a breach of which would restrict or prevent the occurrence of the Event.

18. Termination

- 18.1. The Owner shall be entitled to terminate this Agreement forthwith if any monies due and payable under this Agreement (whether demanded or not) have not been paid on the due dates for payment.
- 18.2. Either party shall be entitled to terminate this Agreement forthwith on written notice with immediate effect if the other party:
 - (a) fails to perform and observe all or any of the obligations on its/his/her part contained in this Agreement; or
 - (b) enters into liquidation (or bankruptcy if an individual).
- 18.3. Any termination of this Agreement shall be without prejudice to any rights or remedies that may have accrued to either party.

19. Notice

- 19.1. Any notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly served if hand delivered to the address set out in the Hire Agreement Email or sent by email to the email address provided by each party or such other address as either party may designate from time to time in accordance with this clause.

20. General

- 20.1. This Agreement sets out the entire agreement between the Hirer and the Owner. Any additional conditions or amendments shall be of no effect unless agreed in writing by both parties.
- 20.2. This Agreement shall be to the benefit of and be binding upon the Owner's successors and permitted assigns as appropriate.
- 20.3. The Agreement is personal to the Hirer and shall not be assignable or capable of being sub-contracted by the Hirer in whole or in part without the prior written consent of the Owner. No third party shall have a right to enforce any provisions of this Agreement.
- 20.4. If any of the provisions of this Agreement are found by the court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect, notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provisions they found to be void or unenforceable.
- 20.5. The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other parties and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.
- 20.6. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
- 20.7. This Agreement shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.