

**ELIOR UK**

**GENERAL TERMS AND CONDITIONS  
FOR EVENT VENUE HIRE AND PROVISION OF  
CATERING SERVICES**

**1 Definitions**

<b>"Agreement"</b>	means the Schedule and these General Terms and Conditions;
<b>"Catering Services"</b>	means the provision of food and beverages, relevant personnel including bar and waiting staff and any other event services agreed and set out in the Schedule;
<b>"Elior"</b>	means the Elior UK subsidiary company notified in the Schedule as being the appropriate contracting party to the Agreement, being either Digby Trout Restaurants Limited, Azure Support Services Limited, Eliance Restaurants Limited or Avenance plc;
<b>"Event"</b>	means the Event to be held by the Hirer as specifically described in the Schedule;
<b>"Event Venue"</b>	means the meeting room, function room or other part of a venue as described in the Schedule;
<b>"Estimated Final Bill"</b>	means the estimated total sum payable to the Hirer for the Event Venue and Catering Services provided under this Agreement and set out in the Schedule;
<b>"Hirer"</b>	means the individual or company hiring an Event Venue and/or Catering Services from Elior as set out in the Schedule;
<b>"Hire Period"</b>	means the period for which the Event Venue is hired as set out in the Schedule;
<b>"Schedule"</b>	means the schedule setting out the specific requirements and terms of the booking, taking into account any specific Venue Owner requirements of terms, which is agreed and signed by the parties;
<b>"Venue"</b>	means the venue described in the Schedule at which the Event Venue is situated; and
<b>"Venue Owner"</b>	means the owner of the Venue.

**2 Payment**

- 2.1 The Hire Fee shall be paid by the Hirer in instalments, as set out in the Schedule.
- 2.2 Bookings will not be considered confirmed until the agreed initial deposit has been paid in full.
- 2.3 Payment of invoices shall be in accordance with the details set out on the invoice.
- 2.3 All charges shall be as set out in the Schedule or where no charge is given, shall be in accordance with Elior's published price list at the date of acceptance of the Hirer's booking.
- 2.4 All charges are subject to VAT at the current rate.
- 2.5 All queries relating to Elior's invoices must be notified in writing to Elior within 14 days of the invoice date.
- 2.6 Interest will be charged by Elior on overdue payments at the rate of 4% per annum above the current HSBC Bank base rate. Any interest so charged will be deemed to be an amount payable by the Hirer under the terms of this Agreement.
- 2.7 The Estimated Final Bill is an estimate only and is subject to change.

**3 Cancellation by the Hirer**

- 3.1 The cancellation charges set out in the Schedule shall apply in the event that the Hirer cancels the Event. The Event shall only be deemed cancelled upon receipt of written notification of such from the Hirer.

**4 Cancellation by Elior**

- 4.1 Elior reserves the right to cancel this Agreement at any time in the event that:
  - (a) the Hirer commits a material breach of the Agreement and has not rectified such breach within 7 days of notice to do so; or
  - (b) the Hirer becomes bankrupt or enters into liquidation or has a receiver appointed over its assets or part thereof or an administration order is served upon it or (being an individual) dies; or

(c) the Venue or part of it has to be closed for reasons beyond Elior's control.

- 4.2 In the event of cancellation under 4.1(a) or (b) above, the Hirer shall be liable to pay the cancellation charges set out in the Schedule.
- 4.3 Elior reserves the right to cancel this Agreement at any time for its own convenience and shall not be liable whatsoever for any costs of losses incurred by the Hirer but shall reimburse the value of any deposit or charges paid by the Hirer.

**5 Use of the Venue**

- 5.1 The Event Venue and the Catering Services shall be used by the Hirer for the purposes of the Event only.
- 5.2 The Hirer shall be responsible for the conduct of its staff and the Event attendees and guests whilst at the Event Venue and shall provide suitable supervisory staff where appropriate.
- 5.3 The Hirer shall provide Elior with the final numbers attending the Event no later than the date specified for such provision of information in the Schedule, and shall provide Elior with a full guest list in alphabetical order for security purposes in accordance with the terms of the Schedule. The Hirer shall immediately notify Elior of any subsequent changes.
- 5.4 In the event of an emergency, the Hirer's staff and guests shall comply with any instruction issued by Elior and shall immediately evacuate if so requested.
- 5.5 If required, the Hirer shall ensure that all of its staff and guests have appropriate security passes as a means of entry. Official written invitations may act as such security passes provided that they include the words "Please bring this invitation with you as a means of entry". A sample of such shall be provided in advance by the Hirer to Elior.
- 5.6 The Hirer shall not permit the use of flash photography, filming, video or sound recording without the prior written approval of Elior and/or the Venue Owner.
- 5.7 The Hirer shall not bring into or onto the Venue or the Event Venue any equipment or temporary structures without the prior written approval of Elior and/or the Venue Owner.
- 5.8 The Hirer shall not fix anything to the walls, floors or ceilings of the Event Venue or the Venue without the prior written approval of Elior and/or the Venue Owner.
- 5.9 The Hirer shall keep all gangways, passages, staircases, doorways and emergency exits free from any obstruction during the Hire Period and shall immediately comply with any instructions given by Elior or the Venue Owner to remove any obstructions.
- 5.10 The Hirer shall not display any posters, directional signs or other material in the Event Venue or the Venue without the prior written approval of Elior and/or the Venue Owner.
- 5.11 The Hirer shall not use any logo, trademark, name or other such design owned or associated with Elior or the Venue or the Venue Owner, without the prior written consent of Elior and/or the Venue Owner.
- 5.12 The Hirer shall ensure that it staff and guests remain in the Event Venue at all times during the Hire Period, as directed by Elior.
- 5.13 The Hirer shall not allow any food or beverages to be brought into the Event Venue or the Venue and only food and beverage supplied by Elior and described in the Schedule shall be consumed at the Event Venue.
- 5.14 Elior and the Venue Owner reserve the right to refuse admission to the Event Venue and/or the Venue for any reason whatsoever at all times.

**6 Liability**

- 6.1 The Hirer shall be liable for any damage howsoever caused to the Event Venue or the Venue, including without limitation the buildings and their contents, by bringing onto the premises or the

removal from the premises of any item of equipments.

- 6.2 The Hirer shall be liable for any costs incurred by Elior and/or the Venue Owner as a result of any act or omission by persons for whom the Hirer is responsible.
- 6.3 All goods or items of any kind brought into or onto, or placed at, the Event Venue or the Venue by the Hirer or its staff or guests shall be done so entirely at the owner's risk.
- 6.4 Elior shall not be liable to the Hirer for any delay or failure in performing the Catering Services if such delay or failure is due to any cause beyond Elior's reasonable control.
- 6.5 Elior shall not be liable under this Agreement for any consequential or indirect loss to the Hirer and its total liability for any loss under this Agreement shall not exceed the price payable by the Hirer for the Event Venue and the Catering Services.
- 6.6 Nothing in these terms and conditions shall exclude either party's liability for death or personal injury resulting from negligence or for fraud.

**7 Notices**

- 7.1 Any notices required or permitted under this Agreement shall be in writing and shall be deemed to have been received within 2 working days of sending by first class mail. Notices given by email shall be deemed to have been given upon written acknowledgement from the other party. If sent by fax notice shall be deemed to have been served upon transmission if sent during business hours, or if not, the next working day.
- 7.2 Elior's details for service of notices shall be as notified to the Hirer.

**8 General**

- 8.1 No variations to this Agreement shall be effective unless agreed in writing and signed by each party.
- 8.2 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or arrangement between the parties relating to the subject matter of this Agreement.
- 8.3 Each of the provisions of this Agreement is severable and if any provision is or becomes illegal, invalid or unenforceable, the remaining provisions shall not in any way be affected or impaired by it.
- 8.4 No rights under this Agreement may be assigned by the Hirer without Elior's prior written consent.
- 8.5 This Agreement shall be governed by and construed in accordance with English Law and each party submits to the exclusive jurisdiction of the English Courts.