

THE HIRE OF FUNCTION ROOMS AND THE PROVISION OF CATERING SERVICES

BOOKING CONDITIONS

1. DEFINITIONS

“Avenance”	means Avenance Catering Limited, a company incorporated in England under registered number 1106729 whose registered office is at 33 St Johns Lane, London EC1M 4ND.
“Lloyd’s”	means the Society incorporated under Lloyd’s Act 1871
“The Hirer”	means the person, firm or company hiring a Function Venue or Catering Services from Avenance
“Function Venue”	means the meeting room or function room described in the Schedule
“Hire Period”	means the period that the Function Venue is hired for described in the Schedule
“Catering Services”	means the provision of food and beverages together with associated kitchen facilities and personnel, and waiting staff and the hire of the Function Venue in which food and beverages are required to be provided, as appropriate
“Permitted Use”	means the purpose for which the Function Venue shall be used by the Hirer as described in the Schedule
“Hire Fee”	means the sum payable by the Hirer for the Function Venue and Catering Services provided under this agreement as described in the Schedule
“Agreement”	means the Schedule and terms of Booking Conditions set out herein

2. PAYMENT

Payment of the Hire Fee shall be made by the Hirer as follows: -

- i) 25% of estimated hire fee upon signing of this agreement; and
- ii) up to 50% of the estimated Hire Fee 1 month prior to the Hire Period.
- iii) The full cost of the actual Hire Fee within 14 days of receipt of Avenance’s invoice detailing the calculation of the Hire Fee, less the value of any deposits already paid.
- iv) **Payment of invoices submitted by Avenance shall be made by the Hirer in accordance with the details thereon.**
- v) Interest will be charged by Avenance on overdue payments at the rate of 4% per annum above the current National Westminster Bank plc base rate from time to time from the period thereof until payment. Any interest so charged shall become an amount payable by the Hirer in accordance with the Booking Conditions.
- vi) If the Hirer shall fail to pay a deposit due in accordance with this Agreement, Avenance may in its sole discretion cancel the booking and cancellation charges shall become payable by the Hirer in accordance with condition 3 of these Booking Conditions.
- vii) If at any time the Hirer pays to Avenance a sum greater than the Hire Fee then Avenance shall within 28 days reimburse to the Hirer any amount in excess of the Hire Fee.

3. CANCELLATION

The following cancellation fees will apply if the Hirer cancels the booking after signing this agreement:-

- a) less than one month before the Hire Period:-
100% of the estimated Hire Fee
- b) between one month and eight weeks before the Hire Period - 60% of estimated Hire Fee.
- c) between eight weeks and twelve weeks before the Hire Period, 40% of the estimated Hire Fee.
- d) over 12 weeks before the Hire Period, there will be no charge.

4. USE OF LLOYD’S FACILITIES

- a) The Function Venue or Catering Services shall be used for the purpose described in the Schedule and use of the Function Venue or Catering Services shall be conducted in an orderly fashion at all times.
- b) The Hirer shall be responsible for the conduct of its staff and guests whilst on Lloyd’s premises and shall provide suitable supervisory staff and shall be liable for any costs incurred by Avenance and / or Lloyd’s as a result of any act or omission by persons for whom the Hirer is responsible.
- c) The Hirer’s staff and guests shall comply with any instruction issued by Avenance and/or Lloyd’s in the event of an emergency and shall immediately evacuate the building in accordance with Lloyd’s instructions.
- d) The Hirer shall provide a full list of names of attendees in alphabetical order not less than 2 working days before the Hire Period which list will be deemed to be the minimum number of guests for the purpose of calculating the Hire Fee in the event of a cancellation in accordance with condition 3 above. The Hirer shall immediately notify Avenance of any subsequent changes to the list. The number of invited guests shall not exceed the number in the Schedule without the prior written approval of Avenance.
- e) The Hirer undertakes to ensure that all persons visiting Lloyd’s premises at the Hirer’s invitation have appropriate Security passes as a means of entry.
- f) Official written invitations issued by the Hirer can be used as a pass as a means of entry into Lloyd’s premises provided that such invitations are endorsed with the words “Please bring this invitation with you as a means of entry”.
- g) Name badges as issued by the Hirer may also be used as a means of entry into Lloyd’s premises with prior approval from Avenance provided the names are on the list of attendees in Clause (d) above.
- h) The Hirer undertakes to provide Avenance with a sample of any written invitations or name badges which are intended by the Hirer to be used by its guests as a means of entry into the premises during the Hire Period.
- i) The Hirer shall not permit the use of flash photography, filming, video or sound recording in Lloyd’s premises without the specific prior written approval of Avenance and/or Lloyd’s.
- j) The Hirer shall not bring into Lloyd’s premises any equipment or temporary structures without the prior specific written approval of Avenance and/or Lloyd’s and the hirer shall comply with all relevant regulations.
- k) The Hirer shall be responsible for any damage howsoever caused to Lloyd’s buildings and their contents by bringing onto its premises or the removal from its premises of any item of equipment, and shall be liable to make good any damage so caused or at Avenance and/or Lloyd’s sole discretion.
- l) The Hirer shall not fix anything to the walls, floors or ceiling of Lloyd’s premises without the prior approval of Avenance and/or Lloyd’s.
- m) 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 Lloyd’s and/or Avenance to remove any obstructions.
- n) The Hirer shall not display any posters, directional signs, or other material in the Function Venue or facilities associated with Catering Services or elsewhere on Lloyd’s premises without the specific prior approval of Lloyd’s and/or Avenance.
The Hirer shall ensure that their guests shall remain at all times during the Hire Period within the Function Venue, as directed by Avenance.
- o) The Hirer shall not allow any food or beverages to be brought onto Lloyd’s premises and only food and beverage supplied by Avenance and described in the Schedule shall be consumed on Lloyd’s premises.
All persons entering Lloyd’s premises shall comply with Lloyd’s dress code.
- p) Lloyd’s and/or Avenance reserve the right to refuse any booking and/or admission to the Lloyd’s premises for any reason whatsoever at all times.

5. TERMINATION

- a) Avenance reserves the right to terminate this Agreement at any time if the Hirer:
- i) shall commit a material breach of any of its obligations under the Agreement and shall not have remedied such breach within one working day of receiving written notice of the breach from Avenance; or
 - ii) shall become bankrupt or enter into liquidation (other than for reconstruction or amalgamation) or have a receiver appointed of its assets or any part thereof or an administration order is served upon it

In the event that this Agreement is terminated in accordance with this provision, the Hirer shall be liable to pay cancellation charges in accordance with condition 3 hereof.

- b) Avenance reserves the right to terminate this Agreement at any time for its own convenience and not for a cause described in condition 5a) hereof. In the event that Avenance terminates this Agreement in accordance with this provision, it shall not be liable whatsoever for any costs or losses incurred by the Hirer, and Avenance shall reimburse the value of Hire Fee already paid by the Hirer.

6. RELATIONSHIP

- a) The Hirer has no authority to and will not make any representations or incur any liability or cost or enter into any contracts or other arrangements involving Avenance and/or Lloyd's in financial or other commitments without Avenance and/or express prior approval in writing.

7. NOTICES

- a) 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.
- b) Notices shall be deemed to have been properly given by ordinary mail after three working days. Notices sent by e-mail shall be deemed to be given upon written acknowledgement from the other party.
- c) If sent by fax the notice shall be deemed to have been served upon transmission if sent during working hours of any business day, but if not so sent then on the next business day.
- d) The address for service for notices shall be as follows:
For Avenance: **One Lime Street, London EC3M 7HA**
Fax Number: **0207 327 5014**
E-mail address **eventcatering@Lloyds.com**
For the Hirer: **See Schedule for address**

8. ASSIGNMENT

- a) No rights under this Agreement shall be assigned by the Hirer without the prior written approval of Avenance.

9. LEGAL CONSTRUCTION

- a) No purported variation of this Contract shall take effect unless made in writing and signed by an authorised representative of each party.
- b) This Agreement shall be governed by English Law and the parties hereto submit to the jurisdiction of the English Courts.

10. CONFIDENTIALITY AND PROMOTION

- a) The Hirer shall not disclose or otherwise publicise services received from Avenance or use their logo without Avenance's prior written consent.