



VENUE TERMS & CONDITIONS



DEFINITIONS

1. 'VSC' shall mean the Victory Services Club.
2. The 'Club' shall mean the Victory Services Club, 63 – 79 Seymour Street, London W2 2HF.
3. The 'Venue' shall mean one or more parts of the Victory Services Club as are specified on the Hire Agreement.
4. The 'Client' and 'You' shall mean the organising body/company and organiser responsible for the commissioning and payment for the event.
5. 'You' shall mean the Client.
6. The property is owned by the Victory Services Club whose registered office is 63/79 Seymour Street, London, W2 2HF.
7. 'We' shall mean either the Victory Services Club or the Club's designated representative.
8. 'Event' shall mean the event for which any use of the Club is permitted under the terms and conditions of the Hire Agreement.
9. 'Period of hire' shall mean the duration of use of the Club as specified in the Hire Agreement.
10. The 'Hire Agreement' means the contract between the Club and the Client for a specific booking or series of bookings.
11. These terms and conditions will form part of the contract, together with any other terms stated in the Hire Agreement.

BOOKING

12. Confirmation of any booking for any event will only be accepted upon receipt of a completed Hire Agreement signed by the Client and returned to the VSC along with any deposit which must be returned within 10 days of issue of the Hire Agreement.
13. The Hire Agreement confirms your commitment to hire the venue and the number of people expected to attend. The final details of your event including catering requirements, room layout etc must be advised in writing to the Club not less than 4 weeks prior to the date of the event. (NB The VSC strongly recommend that the person/persons responsible for the organisation of the event "On the Day" attends the venue to confirm all specific requirements for Room Set-Up, Table Layouts and AV Requirements at least 4 weeks prior to the date of the event).
14. The Club reserves the right to release the booking and re-let the facilities if agreement and deposit is not returned within this period.
15. We reserve the right at all times and without liability to cancel your booking if it is apparent that the event is of a type different from that stated in the Hire Agreement. Under such circumstances, you the client would still be liable for the relevant cancellation charges or costs incurred by the Club.

CANCELLATION BY YOU

16. In the unfortunate event that you have to cancel your confirmed booking, if the date of cancellation is less than 28 days prior to the date of event, your deposit will be retained. Cancellations notified more than 28 days before event date, will incur a 25% administration

charge (25% of the room hire charge). Any additional direct costs including catering costs that are incurred by the Club as a result of your booking being cancelled will also be chargeable.

17. Postponement of any event is subject to the terms of cancellation. However where the Club has not incurred costs or loss of income, negotiation on the rearrangement of the booking can be made at the discretion of the Club.
18. All cancellations must be notified to the Club in writing by the client. The date of cancellation will be determined as the date that written confirmation is received by the Club.

CANCELLATION BY US

19. We may cancel your booking at any time with immediate effect and without any liability to you if circumstances or events outside our reasonable control prevent, delay or substantially affect our ability to fulfill our responsibilities within the agreement. Should the Club for reasons beyond its control, need to make any amendments to your booking, we reserve the right to offer an alternative choice of services or facilities for which the Club will incur no liability or charges.
20. Circumstances or events outside our control include (without limitations) acts of God, Fire, Power Failures, Structural or Emergency Damage, Building Work, Refusals to Grant Licenses, Strikes, Lock-out or Industrial Action (whether involving our employees or a third party) the need to use the club for a National Emergency and our belief that the Club would not be fit for use at the time of the event or any act of omission of Yours or of Your Agents.

21. We may also cancel the Hire Agreement if, in the opinion of the Club any of the following situations occur:-

- a) You have broken any of the terms of the Hire Agreement including the Venue terms and conditions.
- b) You have failed to supply cleared funds for any payments due at the times stipulated in the Hire Agreement.
- c) Circumstances occurred by holding the event gives rise to a risk of damage to the Club or its reputation.

22. If we cancel your booking in any of these circumstances, we will as far as is practical, give notice in writing to bring the Hire Agreement to an end immediately and we will refund any deposit paid by you unless the cancellation is related to acts as indicated in points 16,17 and 21 above. This shall be without prejudice to any claim (by either party) which may have already arisen under the Hire Agreement.
23. The Club reserves the right to cancel or change your booking if you the client are in arrears of more than 30 days on outstanding previous payments to the Club or if the Club becomes aware of any alteration in the clients financial situation.
24. The Club reserves the right to take up credit references in respect of the client in order to confirm the event and ensure settlement.

CHARGES

25. The charge for hire of the venue as stated on the hire agreement may be subject to change under the Clubs pricing policy.

26. Where VAT is chargeable it will be paid at the prevalent rate at the date of event.
27. You will pay the costs of installation of any special equipment or fitting which may be required for the purpose of the event and the cost of any additional staff required in connection with the operation thereof, the need for such installation having been agreed with the Club in advance.
28. If, at your request, we buy goods or services from a third party, we will charge you for all costs incurred by us and may add a handling charge. If you cancel for any reason, you must pay those costs and any handling charge in addition to any cancellation charges.
29. We may at anytime require payment of further deposits beyond that indicated in the Hire Agreement in respect of charges that become due. Under such circumstances you must pay any further charges required within 7 days of our request.
30. Under the terms of the Hire Agreement you agree to pay the full cost for restitution for any damage to any Equipment, Fixtures, Fittings, Building, Persons or the Reputation of the Club or any costs incurred however caused by You, Your Guest, Invitees or Any Other Persons present on your behalf attending or working in the Club.

SETTLEMENT

31. After the event (or upon it being cancelled) we will invoice you for the amount due. You must pay this amount within 7 days of invoice date. Invoices raised will indicate to whom cheques should be made payable. All payments should be made in Pounds Sterling.

CATERING

32. You or Your Guests or any Third Party must not bring into the Club any Food, Liquor or Any Other Refreshment nor do anything which may infringe the sole right of the Club to supply Food, Liquor or Other Refreshments.
33. Minimum number for catering are applicable to each room as follows:-

Carisbrooke Hall	65	El Alamein	40	Trafalgar	30
President Suite	20	Grill Room	20	Allenby Room	10
Chetwode	10	Committee	10	Plumer Room	N/A

No less than these minimum numbers will be charged for the selected menu and for the catering arrangements agreed.
34. A Charge will be made for the provision of a "Snack Food Bar" facility where food items are sold by the Club directly to the Guests attending the Event and where there is no guarantee of minimum earnings – Maximum provision for this facility is 4 hours.
35. Final numbers for catering must be advised to the Club in writing not less than 7 days prior to the event. The final numbers for the catering to be charged will be for the actual number supplied on the event and not less than the final number that had been advised 7 days prior to the event.

PROVISION OF ALCOHOL

36. For events not having substantial formal catering (i.e. 3-course set *continued overleaf*)

menu/buffet) if bar services are required that are ancillary to the main purpose of the Event, a minimum Bar Hire charge will be made. The final decision to levy such charges remains with the Events Manager.

37. A Charge will be made for the provision of Bar Services after midnight, up to the latest time of 1am.
38. The Club's Licensee or nominated Representative reserve the right, at any time or for any reason, to close down or to withdraw the supply of Alcohol and associated beverages.
39. The sale and or supply of intoxicating liquor is the sole right of the Clubs appointed Licensee and no exceptions to this will be given. No alcohol of whatever description or associated beverages may be brought onto the premises at anytime or for any purpose.

AUDIO VISUAL EQUIPMENT (AND THE PROVISION OF)

40. The Club provides a minimum level of AV in the majority of our Event Rooms. It is imperative that at the time of booking, clients make the Club aware of as many details as possible in respect of their AV Requirements. Where it is considered appropriate the VSC will use the services of our nominated AV supply Company to ensure compliance with the client's requirements. Under such circumstances the Client will be notified of the relevant cost for such provision.
41. Where the Client requires the use of the Club's nominated AV Supplier, the Client undertakes to cooperate with the supplier to enable them to fulfill their obligations under the contract.
42. Where the Client has negotiated the supply of AV Services directly with the Club's nominated AV Supplier, the Club will not accept any liability for any shortfalls in the provision that might occur.
43. Where the Client has chosen to make their own AV arrangements, the Club will accept no responsibility or liability for any shortfalls or problems associated with that provision including any presumption on the compatibility of that provision with the Club's existing equipment.

USE OF THE VICTORY SERVICES CLUB

44. You may have access to the venue between the access time and room clear time stated in the Hire Agreement. You may not alter the starting time of the event without our consent and the event must end no later than the finish time. Events finishing later than the agreed time may be subject to additional charges.
45. If an event is scheduled for more than a one day period, the Club reserves the right to use the space between the times not stipulated in the Hire Agreement. Under such circumstances if an "Overnight Hold" on a room is required, this may be subject to an additional charge.
46. You must not (without consent) sub-let or share occupation of the venue.
47. You, the Client, your Agents, Guests and any other representative must ensure full compliance with all statutory law, including Licensing of Premises and Persons, Health and Safety, Fire Regulations and any other Statutes of Law.
48. You may take photographs and make video recordings of your event for your private use only. If you wish to take photographs or make video recordings in the Club for public relations or any other commercial purposes you must, before so doing, obtain the Clubs written consent.
49. You may not use the venue for the following purposes:
 - a) Public Music and Dance where payment is accepted at the door
 - b) Public Auctions and Sales
 - c) Public Worship
 - d) Political Rallies or Meetings
 - e) Any other event which is considered by the Club Management to be inappropriate or contrary to the aims and objectives of the Club
50. No advertisement, Notice Sign, Decoration, Flag, Emblem or Other Promotional Material may be attached to or displayed on or about the interior or exterior of

the venue without prior approval from the Club.

51. If you propose to use the Venue for an exhibition or similar event you shall provide the Club upon request a complete set of detailed drawings of the proposed exhibition layout and other such information in connection with such exhibition as the Club may require.
52. Without prior written permission you shall not:
 - a) Make any alterations to the Structure, Internal Layout, Fittings, Decorations or Furnishings of the Venue
 - b) Fix anything to the Walls, Ceilings, Floors or Pillars of the Venue by Nails, Drawing Pins, Tape, Blue Tack or Any Other means
 - c) Suspend anything from the ceiling
53. You shall assume responsibility for Damage, Personal Injury or Any Kind of Liability which may arise from the use of the Venue caused by the client or your guests, Invitees or Other Persons attending the event. You shall undertake to pay full restitution for the making good of any material damage to Furniture, Fixtures and Equipment howsoever caused by you, or by any persons working on your behalf during setting up or the dismantling of equipment.
54. You shall provide and maintain adequate fireproofing to all Structures, Fittings Decorations and Furnishings used in connection with the event, all to the satisfaction of the Club.
55. You shall not bring or use any explosives, fireworks, flares, dangerous substances or use naked lights in the Club.
56. The Club reserve the right to change the location of your event or amend the details should there be a reduction in the numbers attending the event or in the contracted value.
57. The Club reserves the right to refuse the use of any externally arranged Entertainment, Services or Activities that you may have arranged and the Club cannot accept liability for any incurred cost.
58. The Club must comply with certain licensing and statutory regulations and requires the Client to fulfill their obligations in this respect.

CLOAKROOM PROVISION

59. All Events Rooms have the provision of adjacent cloakroom or coat-hanging facilities. These are provided, unmanned, free of charge for the use of clients and guests, 'At The Owners Risk'. Where these services are utilized by clients or guests, the Club can accept no liability for loss or damage to property howsoever caused.
60. Where the Client requires the use of a 'Manned' Cloakroom, the Club can provide this service and will make a charge for the facility based upon the prevalent hourly staffing rate specific to the duration of the Event.
61. Clients may use the Club's Cloakrooms and provide their own staff, but it is not permitted, under any circumstances, for any charge to be made to guests for so doing. No charges may be made under any circumstances.

OPERATIONS MANAGERS AUTHORITY

62. You shall comply with any requirements of the Operation Manager who shall be at liberty to suspend or control to any extent any use of the Venue which in his judgment is not in accordance with the Venue Terms and Conditions, or which are unacceptable to the Club. The Operations Manager's decision is final.

PROPERTY LEFT AT THE CLUB

63. We accept no responsibility or liability (whether in negligence or otherwise) for loss or damage to any property of Yours or of Your Guests, Contractors or Agents occurring within the Club.

THE CLUB'S RESPONSIBILITY

64. At our expense, the Club shall undertake to keep the venue clean and free from rubbish and debris on a daily basis provided that:

- a) This obligation shall not extend to the cleaning and removal of rubbish which exceeds or differs substantially from the type reasonably generated by bookings of the Venue for similar events
 - b) If any Structure, Goods, Chattels, Rubbish or Debris which it is your responsibility to remove from the Venue are not removed to the entire satisfaction of the Club, then the Club will be entitled to remove the items from the Venue at your expense. All such costs shall be recoverable from you as a debt due on demand
 - c) The Club shall not be liable for any damage occurring to these items by reason of their removal under sub paragraph 52 (b) nor shall we be responsible for their subsequent safekeeping or storage
65. The Club shall provide such staff, equipment and services as are specified in the Hire Agreement. If such staff, equipment and services are wholly or in part unavailable due to circumstances outside the Club's control, the Club's liability shall be limited to a refund or reduction which is considered reasonable as a proportion (to be determined by the Operations Manager) of the charges referred to in the Hire Agreement.

THE CLIENT'S RESPONSIBILITY

66. The Client has the responsibility to assist the Club in ensuring the Security of the Event and of those in attendance, including the staff. The Client is required to take all reasonable action to ensure full compliance with this condition and must comply with any instructions from the Club or Statutory Body as may be required.
67. You will be responsible for the orderly and safe conduct of the event ensuring that nothing that you, your agents or guests do will interfere with any other person's use or enjoyment of the Club or cause a nuisance. It must not cause infringement or render possible the forfeiture of our licenses to sell intoxicating liquor or for music or dancing.
68. You must not permit any unlawful activities in the Club with particular references to illegal Betting, Gaming, Drinking or the Supply or the Consumption of Illegal Substances.
69. You must not say or do anything which may injure the reputation of the Club.
70. Music is allowed only if booked and approved in writing by the Club. Noise levels must not exceed what is appropriate and reasonable or the stipulated decibel level as determined by the Club.

INDEMNITY

71. Apart from the result of negligence of the Club, you will be responsible for and will indemnify the Club against any liabilities, claims, proceedings and expenses in respect of injury (including death) loss or damage to persons or property in connection with your use of the Club.

INSURANCE

72. The Club recommends the client gives due consideration to Public Liability Insurance in respect of their event and any relevant statutes of law.
73. The Club has arranged Public Liability Insurance for the benefit of all those who hire any part of the Club. Subject to the policy terms this insurance makes provision for claims arising from accidental injury and damage for which the Club is liable.

COMPLAINTS AND CLAIMS

74. If you have a complaint, notify us immediately and we will do our utmost to help. If any complaint or claim arises out of the booking or regarding our compliance with the Hire Agreement, you must notify us in writing within 7 days after the end of the event.

LAW

75. This agreement is subject to English Law.