

1. Definitions

In these terms and conditions the following words shall have the following meanings: "the Company" means Oval Events Limited; "the Customer" means the person, firm or company which engages the Company to hold the Event and provide the Services at the Venue; "the Booking Form" means the booking form relating to the Event which shall be on the Company's standard booking form; "the Contract" means the contract formed by the receipt by the Company of the Booking Form returned by the Customer in accordance with clause 7 (d) below (which contract shall be subject to these terms and conditions); "the Services" means the provision of catering services, function services and supply of Consumables; "Consumables" means the food and drink (including alcoholic drinks) to be supplied at the Event; "the Event" means the dinner, lunch, function, conference, meeting or other specified occasion, the date of which has been agreed by the parties and at which the Company is engaged to provide the Services; "the Hire Period" means the date(s) and times specified on the Booking Form; and "the Venue" means the Kia Oval.

2. Consumables

- a) No unconsumed Consumables provided by the company may be taken from the Venue following any Event irrespective of whether the Customer is liable to pay any charges for such Consumables.

3. Numbers Attending

- a) Maximum Capacities for the rooms utilized for Dry hires are stated below. Guests will be counted in to the venue on arrival and any guests over the stated number will not be permitted into the venue on Health and Safety grounds.
 - I. Jardine Suite – 1400 Guest standing
 - II. Ashes and Australia Suite – 300 Guests seated - Banqueting
 - III. England Suite – 450 Guests seated - Banqueting
 - IV. India Room – 120 guests seated - Banqueting
 - V. Long Room – 60 guests seated - Banqueting
 - VI. Corinthian Roof Terrace – 450 standing (disposable cutlery, crockery and cups must be used)
- b) The Customer shall confirm in writing the expected numbers attending not less than 5 working days (excludes Saturday, Sunday and bank holidays) prior to the Event. Save as referred to below in this sub-clause, charges for the Services will be based on the Final Number or the number actually attending, if greater. If the Company provides the Services for any number less than the Guaranteed Minimum Number, the Company's charge to the Customer based on the expected numbers previously advised will nevertheless apply in full.
- c) The Maximum Capacity of each room at the Venue is confirmed between the Customer and the Company. In order to comply with fire regulations, under no circumstances may the Maximum Capacity for any room be exceeded.
- d) The Customer agrees to commence the Event promptly at the time agreed with the Company and to procure that those persons present at the Event vacate the room designated for it at the time stated on the Booking Form. Without prejudice to the foregoing, unless otherwise specified at the time of booking or otherwise agreed by the Company in advance in writing, the Customer shall ensure that all persons present at the Event (including without limitation all guests, Customer representatives, and third party service providers) have left the Venue and removed all equipment and belongings brought into the Venue for the purposes of the Event by no later than 23.30 on the date of the Event.
- f) The Customer agrees to reimburse all reasonable expenses incurred by the Company resulting from the Customer's breach of its obligations hereunder including (without limitation) any additional payments to staff.
- g) The Company reserves the right to re-allocate function rooms due to circumstances beyond its reasonable control. If the Final Number is significantly greater or less than the expected numbers advised at the time of booking the Company shall be entitled to allocate a more appropriate room of its choice. The Company shall discuss any re-allocation with the Customer when the decision is being made and will advise the Customer of any re-allocation as soon as reasonably possible.

4. Conduct

- a) The Customer will ensure that the Event will not be conducted and that its guests and third party service providers will not behave in a way which will or may constitute a breach of the law or cause a nuisance or be an infringement of any premises license held at the Venue. The Customer shall ensure that no person under the age of 18 is supplied with alcohol at the Event and the Customer accepts that staff at the Venue shall be entitled to demand evidence of age documentation from any person who appears to them to be under the age of 18.
- b) The Company reserves the right to exclude or eject any persons from the Event if it appears to the Company that any such person may be engaging in any undesirable activities that are deemed to be contrary to the best interests of the Company. This includes persons who are intoxicated and causing a nuisance to others or who are taking or dealing, or otherwise, in any illegal substances. The Customer will be liable for any liability arising thereby and shall indemnify the Company accordingly save where the Customer establishes negligence or bad faith by the Company.
- c) The Customer will be required to provide the Company with a full guest list and details of all personnel being provided by any third-party supplier in connection with the Event not less than 2 working days prior to the Event, in surname alphabetical order, for security purposes. The Customer shall ensure that all such persons have consented to their names being provided to the Company.
- d) The Customer shall take full responsibility for its guests and third party suppliers in ensuring that no-one shall use any other part of the Venue save the areas that have been booked (other than for gaining access to and from the areas booked by the Customer).
- e) For reasons of Health & Safety, animals are not permitted in the Venue with the exception of registered guide dogs.

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- f) There is no access to the Venue prior to 07.00 on the date of the Event unless otherwise agreed by the Company in writing.
- g) It is the responsibility of the Customer to ensure that all guests and third party suppliers comply with these terms and conditions.

5. Use of Contractors

- a) Should the Customer wish to hire a performing band, live act or other form of entertainment for the Event, the Customer shall:
 - (i) Obtain the Company's prior written permission to such entertainment and the contractor and equipment to be used;
 - (ii) Only hire a performing band, live act or other entertainment that has public liability insurance to the value of £1 million to cover any death or injury to any of the Company's employees or any third party and/or any loss or damage to the Company's or any third party's property resulting from the performers' acts or omissions and/or any malfunction of their equipment; and
 - (iii) Indemnify the Company for any claims brought against the Company by its staff and/or any third party for breach of contract, negligence or other tortious liability as a result of the performing band's, live act's or other entertainer's acts or omissions or performance including, without limitation, any claims in an Employment Tribunal.

6. Charges and Payment

- a) All charges for the Services will be the charges quoted by the Company at the time of booking (subject to any adjustment in accordance with these terms and conditions) or where no charge is quoted, the charge listed in the Company's published price list at the date of acceptance of the Customer's booking.
- b) All charges are subject to Value Added Tax at the current rate.
- c) All payments are required in pounds Sterling.
- d) The Company requires a non-refundable deposit payable at the time of the Customer's booking, such deposit being equal to 50% of the total estimated cost for the Event (the "Deposit"). The balance of the total estimated cost shall be payable no later than 2 weeks prior to the start of the Hire Period. Notwithstanding any acceptance by the Company of the Customer's booking, it will not be considered confirmed and the Company shall have no liability in respect of such booking unless the designated Deposit has been paid in full and the Booking Form has been returned to the Company with these terms and conditions signed by the Customer by the date set out on the Booking Form. Notwithstanding this deposit does not supersede the damage deposit referenced in clause 7(a). Notwithstanding the foregoing where the commencement of the Hire Period is less than 30 days from the date of the Customer's booking the full amount of the total estimated cost for the Event shall be payable at the time of booking.
- e) The Customer shall pay the balance of any charges over and above the amounts due pursuant to clause 7(d) above within 30 days of invoice date. The Company reserves the right to charge interest on overdue accounts at a rate of 2% above the base rate of Allied Irish Bank Plc for the time being per calendar month or part thereof.
- f) All queries relating to amounts invoiced must be notified in writing to the Company within 7 days of the date of receipt of the Event invoice failing which the Customer shall be deemed to have accepted that the charges on such invoice are due and owing.
- g) If the Customer fails to make payment of any charges on the due date then, without prejudice to any other rights or remedy available to the Company, the Company shall without liability to the Customer, be entitled to cancel the Event and the provision of the Services and any orders for future Events or Services from the Customer and charge the Customer for any charges outstanding and the cost of recovery thereof.

7. Clearing of Venue and damage

- a) A £2,500.00 deposit will be taken, 2 weeks prior to the commencement of the hire period, to cover any damage to the property incurred during the event or additional charges incurred by the Company in relation to this event. This deposit will be returned to the customer only upon the recommendation of the manager on duty after a full inspection of the venue has been carried out after the event.
- b) At the end of the Hire Period the Customer shall remove from the Venue anything that the Customer has brought into the Venue for the purposes of or in connection with the Event and shall ensure that all rooms used are clear, undamaged and free from rubbish (other than that properly disposed of in any receptacles provided for that purpose). The Customer shall be responsible for ensuring that no loss or damage to the Venue or any fixtures, fittings or other equipment at the Venue shall be caused by the Customer or any of its representatives, guests or third party suppliers and whether caused during set-up of the Event, the period of operation of the Event or during any break-down of the Event.
- c) If, in the opinion of the Company, the Customer has failed to comply with clause 7(b) above, the Company may, in place of the Customer but at the Customer's expense, do all that is necessary to comply with that clause including, without limitation, carry out any cleaning (which cleaning shall be subject to a minimum charge of £250 plus VAT). Clearance from the Venue of vomit, confetti and party string will always incur such minimum charge.
- d) Nothing may be glued, pinned, nailed or otherwise stuck to any of the fixtures or fittings in the Venue.

8. Cancellation by the Company

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- a) The Company reserves the right to cancel an Event and the provision of the Services without liability to the Customer if:-
 - (i) the Venue or part of the Venue has to be closed for reasons beyond the Company's reasonable control and/or the Venue is required for the staging of a sporting, cultural, or other event which shall be open to the general public, which event was not known by the Company to be staged at the Venue at the time of the Customer's booking and the staging of which event shall take precedence over the Event. In such circumstances the Company shall notify the Customer as soon as reasonably possible to facilitate the Customer in making alternative arrangements. Where the Event is cancelled by the Company due to the staging of a sporting cultural or other event at the Venue the Company shall return to the Customer the Deposit paid by the Customer. Where the Event is cancelled by the Company due to reasons beyond the Company's reasonable control the Company shall refund to the Customer a fair and reasonable proportion of the Deposit paid by the Customer;
 - (ii) the Customer is in arrears with any payment due to the Company;
 - (iii) without prejudice to clause 8 (a) (ii) above, the Customer is in breach of any of these terms and conditions (whether or not amounting to a material or repudiatory breach) and, where such breach is remediable, fails to rectify such breach within 7 days (or such shorter period as may reasonably be stipulated by the Company) of request so to do by the Company; or
 - (iv) the Customer becomes (or the Company has reasonable grounds to believe that the Customer will become) insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts or (being an individual) is adjudicated bankrupt or dies.

9. Cancellation by the Customer

- a) The Customer shall be entitled to cancel a booking by written notice to the Company but subject always to the provisions of this clause 9. A confirmed booking shall only be treated as having been cancelled when the Company actually receives written notification of the cancellation.
- b) In the event of cancellation by the Customer no later than 3 months prior to the commencement of the Hire Period the Customer shall forfeit the Deposit save that if the Company is able to re-sell the relevant part of the Venue booked for the Event the Company shall return to the Customer 50% of the Deposit paid by the Customer.
- c) In the event of cancellation by the Customer at any time within 3 months of the commencement of the Hire Period, the Customer shall forfeit the Deposit. If such cancellation takes place within 2 weeks of the commencement of the Hire Period the Customer shall in addition remain liable to pay to the Company the balance of the total estimated cost for the Event.

10. Liability

- a) The Company shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Event and/or the Services if such delay or failure is due to any cause beyond the Company's reasonable control (including, without limitation, regulations, bye-laws, prohibitions of any kind on the part of any governmental or local authority, strikes, or other industrial or trade disputes, accidents due to natural causes, national or local disasters, flood, fire, accident, sabotage, insurrection, civil disturbance, war, acts of terrorism or the threat of war or terrorism or any event causing the whole or part of the Venue to be closed to the public).
- b) The Company does not accept liability for loss or damage to any object, equipment, furniture, stock or other property of any sort brought onto the Venue by the Customer or hired by the Company on the Customer's behalf howsoever such loss or damage may occur unless as a direct result of the Company's negligence. All such property will remain under the care and control of the Customer and is entirely at the Customer's own risk.
- c) The costs of repairing any damage caused to the property, contents or grounds of the Venue by the Customer or any of its guests/delegates, representatives or third party suppliers (whether caused during set-up of the Event, the period of operation of the Event or during any break-down of the Event) must be reimbursed to the Company by the Customer and the Customer shall indemnify and keep indemnified the Company accordingly.
- d) The Company shall have no liability to the Customer for any loss of profit, loss of business, contract, goodwill or reputation (in each case whether such loss is direct or indirect) or for any consequential or indirect loss to the Customer arising out of or in connection with the Event and/or the provision of the Services pursuant to the Contract. Except in respect of death or personal injury resulting from negligence of the Company, its servants or agents, the total aggregate liability of the Company for any loss of the Customer arising out of or in connection with the Event and/or the provision or non-provision of the Services shall not exceed the charges payable by the Customer to the Company pursuant to the Contract.
- e) The Customer shall be liable for any loss, damage, personal injury or death arising out of or in connection with the Event, except to the extent that any of the same is caused by the negligence of the Company, its servants or agents and the Customer shall indemnify the Company against any claim brought against the Company in relation to any such matters.
- f) All vehicles are parked at the Venue at their owners' own risk and the Company can accept no responsibility in respect of loss or damage to vehicles (except to the extent that any loss or damage to the same is caused directly by the negligence of the Company).

11. Insurance

The Customer shall be responsible for the entire risk of damage to or loss at the Venue or any part thereof except to the extent that any of the same is caused by the negligence of the Company) and (unless otherwise agreed by the Company on the Booking Form) shall take out before the Event and maintain during the Hire Period comprehensive insurance (including, without limitation, in respect of public liability with an amount per claim of not less than £5 million) with respect to its liabilities under these terms and conditions and shall produce satisfactory evidence of such insurance to the Company on demand and in any event not less than 2 weeks in advance of the commencement of the Hire Period.

Customer Approval

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Date

12. General

- a) The Customer will not use the names “the OCS Stand”, “the Kia Oval”, “Oval Events” or the name of any sponsor of the Venue or any part of the Venue in any of its advertising or publicity for the Event without the prior written approval of the Company.
- b) No variation to these terms and conditions shall be effective unless agreed in writing and signed on behalf of the Company and the Customer.
- c) Any notices to be given under these conditions must be given in writing and delivered personally or sent by pre-paid recorded delivery or registered post or by facsimile to the addresses of the parties stated on the front page of these terms and conditions.
- d) All quotations issued by the Company and all bookings for any Event are subject to these terms and conditions which shall prevail over any conditions offered by the Customer or subject to which the Customer purports to make any booking for an Event.
- e) The Customer may not assign, transfer or sub-contract its rights and/or obligations under the Contract without the prior written consent of the Company.
- f) If the term “the Customer” includes more than one person those persons shall be jointly and severally liable under the Contract.
- g) These terms and conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising.

13. Specific requirements for dry hire events

The dry hire agreement gives the caterer access to the following:

- a) Room hire of suites as agreed in the event contract from and to the times stipulated within the events contract.
- b) Security charges will be levied to the client (either included in the room hire or stated separately). Security will be provided on a ratio of 2 stewards for the first 100 Guest and 1 additional steward for every 100 guests thereafter.
- c) Use of the associated kitchen which may not be exclusive use depending on which room is hired (the main Kitchen, in the Jardine Suite, is subject to an additional £5,000.00 deposit which will be taken to cover any damage incurred during the event. This deposit will be returned to the customer only upon the recommendation of the manager on duty after a full inspection of the venue has been carried out after the event.)
- d) Use of conference chairs and tables; the company will leave these tables and chairs in the room to be left to be set up by the caterer. Table linen, crockery, glassware and cutlery is not included in the hire fee
- e) Additional charges will be added on post event for any linen, crockery, glassware or cutlery used by the caterer on the day.
- f) One duty manager will be provided by the company. The duty manager will not run your function; all staffing will have to be provided by the caterer. The duty manager will open and close the venue only.
- g) Caterers are permitted to bring in their own beverages, however glassware will not be provided by the company. Ice must also be bought in by the client; alternatively, the company is able to provide ice at an additional charge.
- h) In order to be permitted onsite, each caterer must provide the company with the following documentation at least 28 days prior to the event date:
 - Public Liability Insurance for a minimum of £5,000,000;
 - Food Safety training certificates - all food handling personnel must have basic food hygiene as a minimum;
 - Personal Licences enabling them to serve alcohol (if applicable);
 - Company registration documents;
 - Risk Assessments;
 - Relevant training documents
 Additional documentation may also be required dependent on the event type/structure
- i) The number of guests attending the event will be counted in and counted out of the venue. Any guests over the stated numbers in this contract will not be permitted into the venue.

The company reserves the right to refuse to allow a function to run if all the above documentation is not provided prior to the function date.

Customer Approval _____ Date _____

KIA Oval Signature _____ Date _____

Customer Approval Date

KIA Oval Signature Date

Created Date: 10/15/2018