



# EVENTS TERMS AND CONDITIONS

## 1 Definitions

1.1 The following definitions shall apply to these Events Terms and Conditions ("these Terms"):

"Attendees"	All persons attending the Event other than staff or subcontractors of the Space Centre, and including (without limitation) your guests, staff, speakers, entertainers, and Third Party Suppliers;
"Booking Enquiry"	your initial enquiries to Space Centre in relation to a potential event;
"Catering Services"	the provision of food and drink (including alcoholic drinks) and related services at the Event;
"Contract"	these Terms together with the Event Programme;
"Deposit"	a non-refundable, non-refundable deposit payable by you in relation to some or all of the Event Charges;
"Designated Individual"	the individual nominated by you to act as your key contact for Space Centre in relation to the Event;
"Event"	the event described in the Event Programme, which may include (by way of example only) a conference, function, meeting, corporate event, product launch, and/or use of the Premises as a film location;
"Event Charges"	the charges payable by you for any aspect of the Event, the Event Services, and/or any other additional charges payable by you pursuant to or in accordance with these Terms;
"Event Staff"	the Space Centre staff who act as your points of contact in relation to the Event;
"Event Services"	the goods or services provided by or on behalf of Space Centre in relation to the Event, including (without limitation) hire of the Venue, Catering Services, entertainment services, equipment hire, security, and any other goods or services;
"Premises"	the Space Centre's premises at Exploration Drive, Leicester LE4 5NS;
"Space Centre", "us" and "our"	NSSC Operations Limited (registered company no. 04141856 and registered office Exploration Drive, Leicester LE4 5NS) trading as National Space Centre;
"Third Party Services"	any services to be provided at the Event by Third Party Suppliers and including (without limitation) speaking or comper services, entertainment services, or technical services of any kind;
"Third Party Suppliers"	any persons (other than the Space Centre and/or any suppliers appointed directly by the Space Centre) instructed or appointed by you to provide goods or services in relation to the Event;
"Venue"	the part of the Premises (or such other location) in which the Event will be held, as confirmed in the Event Programme; and
"you" and "your"	the person who signs the Event Programme.

1.2 A reference to 'party' shall mean the Space Centre or you, as appropriate. A reference to 'parties' shall mean both the Space Centre and you.

1.3 References to clauses are to the clauses of these Terms. Clause headings shall not affect the interpretation of these Terms.

1.4 Unless the context otherwise requires, words in the singular include the plural and vice versa.

1.5 A 'person' includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## 2 Booking the Event

2.1 Before we can consider your Booking Enquiry and confirm your proposed event, we may need to ask you for further information. Please provide any information we ask you for promptly, as this will help us to accelerate the booking process.

2.2 If, following your Booking Enquiry, we approve your proposed Event in principle, we will send you an Event Programme confirming the interim arrangements for the Event, including:

- 2.2.1 the date of the Event;
- 2.2.2 a description of the nature or type of your Event and its location;
- 2.2.3 details of the Catering Services and menu options;
- 2.2.4 approximate numbers of Attendees;
- 2.2.5 itinerary, including set-up times and end times;
- 2.2.6 a quotation of the Event Charges, based on the information you have supplied to date;
- 2.2.7 your PO or order reference number;
- 2.2.8 the Deposit you are required to pay in advance to secure your booking; and/or
- 2.2.9 other relevant information.

2.3 The quotations provided in the Event Programme will be based on the information you have provided at that time. We may vary the Event Charges to reflect any subsequent changes or additions to the Event Services, including (without limitation):

- 2.3.1 changes to the number of Attendees, to the Catering Services and/or to the Event Services; and
- 2.3.2 any other additional costs chargeable to you in accordance with these Terms.

2.4 We will usually hold a provisional date in an Event Programme for 10 working days following the date the Event Programme is issued. If we do not receive your signed Event Programme within this time, we may release and reallocate the date to another customer. If this happens, you may start the booking process again by starting a new Booking Enquiry for a different date.

2.5 The Space Centre reserves the right, at its sole discretion, to refuse any event requested in a Booking Form, and shall not be obliged to provide reasons for any such refusal.

## 3 The Event Contract

3.1 Your submission to the Space Centre of a signed Event Programme constitutes:

- 3.1.1 an offer by you to purchase the Event Services subject to and in accordance with the Contract; and
- 3.1.2 an agreement by you to pay the Deposit and all the Event Charges (whether or not you are organising the Event on behalf of a third party) in accordance with the Contract.

3.2 Your submission of a signed Event Programme does not bind Space Centre, until we have sent you an invoice for any Deposit payable. You are required to pay the Deposit within 7 days, unless otherwise stated in the Event Programme or unless otherwise agreed in writing by the Space Centre.

3.3 Once your booking has been accepted by the Space Centre in accordance with this clause 3, a binding contract for the Event will arise between us and you on the terms of the Contract. In the event of a conflict between the Event Programme and these Terms, the Event Programme shall prevail to the extent of the conflict only.

## 4 Invoicing and payments

4.1 You will provide to the Space Centre your PO or order reference number at the Booking Enquiry stage or otherwise promptly upon request by the Space Centre.

4.2 Following the Event, Space Centre will send you an invoice for all outstanding Event Charges. You shall pay all amounts due within 30 (thirty) days of the date of the invoice. If you do not pay the invoice in full and on time, we may charge you interest at a rate of 8% per month (charged daily) over the base rate for borrowing then applied by the Bank of England.

4.3 All quoted charges exclude VAT. VAT will be charged at the rate prevailing at the time an invoice is raised.

4.4 No refunds or deductions shall be made for Attendees who have not attended the Event or for Event Services which have been ordered but not used.

4.5 Any additional services used by Attendees during the Event and not paid for, including (without limitation) equipment, photocopying, faxing and printing services, shall be added to the Event Charges in accordance with Space Centre's prevailing rates for such services.

4.6 You acknowledge and accept that it shall be your responsibility to pay any and all charges due to Third Party Suppliers in connection with the Event, which shall include any charges due to Third Party Suppliers following the cancellation or postponement of the Event in accordance with these Terms.

## 5 When you must provide us advance notice

5.1 We ask that you provide to us, at the earliest possible opportunity, all relevant details of the following:

5.1.1 **Health and safety issues:** if your Event may incorporate any health and safety issues or risks, including (for example) any potentially dangerous acts, products, machinery or installations, please provide all relevant details to us as soon as possible. You must supply a method statement and risk assessment to the Space Centre for any dangerous act which may result in accident or injury, including movement of heavy objects and events involving technology, vehicles, laser, heat, or mechanical movement of any kind. We draw your attention to clause 11 and clause 22 of these Terms;

5.1.2 **Machines and installations:** you must obtain our prior written consent before using or including any technical activities or products, large installations, or vehicles in the course of the Event. The Space Centre's technical staff may need to be consulted and involved in the planning and/or implementation of such activities, which may incur additional Event Charges. We draw your attention to clause 11.1 of these Terms;

5.1.3 **Third Party Services:** please provide us advance details of any Third Party Services you wish to use in the Event;

5.1.4 **Outside equipment:** please provide us advance details of any equipment you (or your Third Party Suppliers) wish to bring or hire for use at the Event. We draw your attention to clause 11.1 of these Terms; and

5.1.5 any other unusual or unconventional feature you wish to incorporate within your Event.

5.2 Our prior consent is required for all the matters listed above. We may request additional information before considering your request. We shall attempt to accommodate your wishes, but we reserve the right to refuse such arrangements if we consider there are good reasons for doing so.

5.3 By providing us proper advance notice of such matters, you will enable us to prepare the relevant risk assessments, and make other necessary preparations in good time. This will increase the likelihood that we can accommodate your wishes. You acknowledge and accept that, if you fail to provide sufficient advance notice or information in relation to such matters, we may refuse permission at our discretion.

## 6 Communications and information prior to the Event

6.1 You must provide to us no later than **10 (ten) days** prior to the Event, full and final details of:

- 6.1.1 the scheduled timings of activities taking place during the Event;
- 6.1.2 the number of Attendees;
- 6.1.3 the Catering Services and the Attendees' final menu choices (including details of any special dietary requirements and associated numbers);
- 6.1.4 your technical and equipment requirements; and
- 6.1.5 the Third Party Services and Third Party Suppliers.
- 6.1.6 any equipment or installations you intend to bring to the Event; and
- 6.1.7 other relevant information we request.

6.2 In addition to the specific information referred to above, you agree to promptly provide any other information reasonably requested by Space Centre from time to time in relation to the Event.

6.3 All our communications in relation to the Event will be directed to your Designated Individual. We will take all instructions provided to us by your Designated Individuals as being instructions given on your behalf, and you acknowledge and accept that the instructions of your Designated Individuals shall be binding upon you.

## 7 Change requests

7.1 You may request changes to the Event Services (hereafter referred to as "Change Requests") up to 28 days before the date of the Event.

7.2 To make Change Requests you must submit details of the requested changes to our Event Staff, in the manner requested by us at the time (we will usually ask you to submit such requests in writing).

7.3 We may add an additional administration charge for any Change Requests. If additional charges apply, we will use reasonable endeavours to inform you of such charges within a reasonable time.

7.4 We shall not be obliged to agree to any or all Change Requests, as they may not be possible or practical to us, and we reserve the right to decline any Change Request at our discretion.

7.5 Change Requests shall not be effective or binding on Space Centre until we have confirmed our acceptance of such changes in writing. If you do not receive written confirmation of your change requests it is your responsibility to contact us to confirm the position in good time before the Event.

7.6 The Space Centre shall be entitled to add to the Event Charges any and all costs incurred by the Space Centre in relation to any Catering Services or Event Services cancelled as a result of a Change Request.

## 8 Catering Services

8.1 All Catering Services at the Event shall be supplied by the Space Centre, unless we agree otherwise in writing. If you wish to bring to the Event any food or drink other than that supplied by the Space Centre (for example, a birthday cake or branded sweets), please let us know in advance so that we can make the relevant arrangements. You acknowledge and accept that, if you fail to provide sufficient advance notice or information, we may refuse permission at our discretion. You also acknowledge and accept that any and all food or drink brought to the Event other than that supplied by the Space Centre is entirely at your own risk (including, without limitation, in relation to any illness or injury caused to any person).

- 8.2 You may request changes to the Catering Services and menu choices up to 10 (ten) days before the date of the Event. If you wish to make any changes after this time, we will try to accommodate your request but it may not always be possible. If such changes are possible, they may incur additional Event Charges.
- 8.3 We generally calculate the cost of the Catering Services on a 'per head' basis. We shall not be obliged to cater for any Attendees in addition to those notified to us in accordance with clause 6.1 above, however we will try to accommodate a request for additional Attendees and, if we are able to do so, a surcharge will be added to the Event Charges to reflect the agreed arrangements.
- 8.4 We reserve the right to close the bar 30 minutes before the Event end time specified in the Event Programme. We may consider applying for an occasional late licence for the Event. Should you wish us to do so, you must give us at least 3 months' notice prior to the Event date, in order that we may consider your request and (at our discretion) submit an application. If we make such a licence application, an additional charge will be added to the Event Charges which shall be payable by you even if our application is refused.
- 8.5 No Attendees may consume their own food or drinks (including alcoholic drinks) in any areas of the Premises without our prior written approval. We reserve the right to confiscate any such food or drinks, or to levy a corkage charge for any alcoholic drinks consumed by Attendees in this way.
- 8.6 If the Event is held in the 'Shuttle Suite', this Venue may include refreshment fridges stocked with cold drinks. Any items consumed from the refreshment fridges will be added to the Event Charges. You must give us at least 48 hours' notice prior to the Event if you would prefer not to place these refreshment facilities at the disposal of the Attendees. Otherwise, the refreshment fridges may remain in the room and it shall be your responsibility to control the use of such facilities by your Attendees.
- 9 Event timings and access to the Venue**
- 9.1 The National Space Centre is first and foremost a public exhibition. You acknowledge and accept that your Event is at all times secondary to this primary purpose, and must integrate around that purpose. You acknowledge and accept that members of the public (including children) may be present on the Premises during your Event, and that our use of the Premises primarily as an exhibition may occasionally impact on the freedom of your Attendees on the Premises, including in relation to vehicle access. The Space Centre shall not be in breach of the Contract or under any obligation to provide any refund in respect of any perceived interference to any aspect of your Event caused by the normal use of the Premises as a public exhibition.
- 9.2 Unless otherwise agreed by the Space Centre, the Event start time and the Event end time shall strictly adhere to the times stated on the Event Programme. We will have no obligation to open the Premises and/or the Venue to Attendees prior to the agreed Event start time, nor (subject to clause 10 below) to keep the Premises and/or the Venue open after the agreed end time.
- 9.3 Unless otherwise agreed in writing prior to the Event, no Attendee may access the Venue prior to the set-up time stated in the Event Programme, including for the purpose of inspecting the Venue and setting up equipment. Should you require additional time, you must inform us at least 48 hours in advance of the Event date. We will try to accommodate your wishes (in which case additional Event Charges may apply), but we reserve the right to refuse such a request at our discretion.
- 9.4 You will be responsible for the organisation and administration of your Event, and for managing your Attendees effectively. If a registration desk is required to register Attendees on arrival and on departure from the Venue, it shall be your sole responsibility to provide this service.
- 9.5 On-site car parking is free of charge to all guests, but we cannot reserve or guarantee car parking spaces under any circumstances. You acknowledge and accept that the Space Centre shall not be liable for any loss of or damage to any car parked on our car park by Attendees. All Attendees park at their own risk.
- 10 Event close and build-down**
- 10.1 It shall be your responsibility to ensure that all Attendees vacate the Venue and the Premises at the time stated in the Event Programme ("Event End Time"), unless otherwise agreed by the Space Centre. We shall be entitled to add additional Event Charges for any periods during which Attendees remain on the Premises after the Event End Time.
- 10.2 At the end of the Event, you shall remove from the Premises all equipment (including without limitation any filming equipment, filming props, laptops, projectors, musical equipment, and any other equipment or possessions) brought on to the Premises by the Attendees (collectively "Equipment"), unless otherwise agreed by Space Centre. If you wish to leave any Equipment at the Premises overnight, you should inform us as soon as possible.
- 10.3 We shall be under no obligation to store or safeguard any Equipment left on the Premises after the Event End Time. Such Equipment shall be left entirely at your (or, as the case may be, your Attendees') own risk.
- 10.4 We reserve the right to remove Equipment from the Premises, and/or (at our discretion) to store Equipment for a reasonable time. In either of these events we may add additional storage or administrative charges to the Event Charges, and we may require payment of such charges in full before we permit collection of such Equipment. Please note that, for insurance purposes it is our policy to refuse any request to post or send Equipment to you. It shall be your responsibility to arrange the Equipment to be collected from us, at a time convenient to us.
- 10.5 If you do not collect Equipment within 7 days of the Event, we reserve the right to dispose of or to destroy Equipment without any liability to you or to your Attendees. In practice we are likely to telephone your Designated Individual to advise them that we hold the Equipment and seek instructions, however we shall not be obliged to do so.
- 11 Health & Safety**
- 11.1 You shall take all reasonable steps to comply with, and procure compliance by the Attendees with, all applicable health and safety requirements on the Premises, including (without limitation):
- 11.1.1 if you intend to use your own equipment, the *Provision and Use of Work Regulations 1998* ('PUWER'); and
- 11.1.2 if you intend to lift objects, the *Lifting Operations and Lifting Equipment Regulations 1998* ('LOLER').
- 11.2 The Space Centre may take all steps considered reasonably necessary to control issues relating to health and safety in respect of use of the Premises. You will use your best endeavours to ensure that all your Attendees adhere to our health and safety rules and regulations, and promptly obey any instructions provided by a staff member of the Space Centre in relation to any health and safety issue, including during the Event.
- 11.3 You may not bring into or place in the Premises or its environs any flammable, combustible, dangerous or objectionable items, substances or liquids.
- 11.4 Smoking is not permitted anywhere in the Premises.
- 12 Equipment**
- 12.1 All equipment, including cables and extension leads brought on site for use at an event at the National Space Centre must have a current PAT test and labelled as such. The National Space Centre reserves the right to charge for PAT testing equipment and may reject equipment that does not comply.
- 12.2 We shall not be liable to you for any loss or damage (howsoever caused) to any equipment or personal belongings brought on to the Premises by or on behalf of the Attendees. It is your and the Attendees' responsibility to ensure that such equipment or possessions are fully insured.
- 12.3 You agree to abide by the health and safety obligations referred to in clause 11.1.1 above.
- 13 Wi-fi and internet facilities**
- 13.1 The Event Charges do not automatically include free access to the Space Centre's Wi-Fi network.
- 13.2 The Space Centre normally operates a Wi-Fi service in areas of the Premises, however the strength of this service varies throughout the Premises and we do not guarantee the service will perform at all, at a particular speed, or will be uninterrupted, error-free or secure.
- 13.3 Certain parts of the Premises may not incorporate Wi-Fi services, although we may be able to provide wired internet connection upon request. If in doubt, please ask our Event Staff. Additional charges may apply.
- 13.4 If you require an internet connection to operate specific devices at the Event, you should advise us at least 48 hours in advance of the Event date and we will use reasonable endeavours to ensure there is a wired connection where possible.
- 14 Restrictions on filming and photography**
- 14.1 Restrictions on filming may apply in certain parts of the Premises, including as a result of terms that are applicable to our own use of certain artefacts loaned to the Space Centre by other organisations. For example, the following restrictions apply:
- 14.1.1 the Moon Rock can, in principle, be included in filming as a backdrop, but you may not film or use close up shots of the Moon Rock. This is for security reasons and to protect the artefact.
- 14.1.2 'Blue Streak' is on long term loan to the Space Centre from World Museums Liverpool. You may include Blue Streak in your films provided the films are used **only** for news or non-commercial use. If you wish to do so, you must obtain our prior written approval so that we may explain the restrictions in greater detail. Other than the foregoing, you **may not** film or use film in relation to Blue Streak except with the prior written permission of World Museums Liverpool, who reserve the right to administer fees on any and all such filming.
- 15 Communications and media**
- 15.1 You must acquire our prior written consent in relation to any promotional material you intend to use in connection with the Event (which may include posters, tickets, press releases or editorial), before you publish, circulate or otherwise communicate such material.
- 15.2 You may not use Space Centre's trade marks, logos, or photographs of our premises (internal or external) without our prior written permission. You must obtain our prior written approval before using any of our logos or trade marks in relation to the Event or the promotion of the Event. This is to ensure that such use is in accordance with our brand guidelines.
- 15.3 You must obtain our written permission before publishing or otherwise communicating to the public any photographs and/or film recorded within the exhibition areas of the Premises, other than for strictly personal and non-commercial use.
- 15.4 Flash photography is not allowed within certain areas of the exhibition areas of the Premises, and you must follow all instructions detailed in the Premises. If in any doubt, you should check with our Event Staff.
- 16 Your consent to our promotion of the Event**
- 16.1 The Space Centre has a policy of publicising details of events held at the Premises. Accordingly, we may share and publicise details of your Event on our website, Twitter, Facebook, Instagram and other social media channels. You consent to us:
- 16.1.1 publicising details of the Event via the online media referred to above, both before and after the Event;
- 16.1.2 using your name in relation to such promotional communications;
- 16.1.3 taking and using for these purposes a reasonable number of photographs during the Event; and
- 16.1.4 using and republishing on any medium (including versions thereof edited by us) any quotes or testimonials you provide to us in relation to the Event.
- 16.2 In the event that you do not wish us to carry out any aspect of the publicity or promotion detailed above, please let us know. Until such time as you communicate the withdrawal of your consent, we shall be entitled to carry out the acts listed in clause 16.1 above.
- 17 Alcohol restrictions**
- 17.1 It is your responsibility to ensure that Attendees under the age of 18 do not consume any alcohol on the Premises and/or do anything contrary to the terms of or to otherwise prejudice our alcohol licence.
- 17.2 We operate a "Challenge 21" policy. Our staff may ask any Attendee who looks under the age of 21 to provide identification prior to being served alcohol. Accepted forms of identification may include: Photocard Driving Licence; Passport; Proof of Age card bearing the PASS hologram.
- 17.3 The Space Centre reserves the right to refuse alcohol to any Attendee at its discretion, and to close the bar at any time during the Event (either temporarily or for the duration of the Event), should we consider the behaviour of the Attendees to be inappropriate or offensive.
- 18 Behaviour of Event Attendees**
- 18.1 It is your responsibility to ensure that your Attendees are well behaved and do not cause any nuisance, offence or disruption to the Space Centre, its employees, tenants and/or any other visitors to the Premises. You will ensure that your Attendees:
- 18.1.1 remain courteous and respectful to the Space Centre's staff and other visitors;
- 18.1.2 are respectful towards the Premises, including the artefacts and installations;
- 18.1.3 do not eat or drink in any area of the Premises in which it is prohibited to do so;
- 18.1.4 do not bring or use any illegal drugs in the Premises or otherwise commit any criminal act in any part of the Premises; and/or
- 18.1.5 do not smoke in any part of the Premises.
- 18.2 The Space Centre may oblige you to assist us in ejecting from the Premises any Attendee found or reasonably suspected to be behaving in a manner contrary to this clause 18. If you fail to co-operate in this respect, we reserve the right to effect such removal ourselves (or, if necessary, to call the police to effect such removal).
- 18.3 Notwithstanding the removal or ejection of any Attendee in accordance with these Terms, the Event Charges shall remain payable in full. In fact, the Event Charges may be increased to reflect any additional input required to deal with the removal or ejection of Attendees behaving inappropriately or offensively.
- 18.4 You will use your best endeavours to ensure that your Attendees treat the Premises, and any artefacts and installations, carefully and do not cause any damage or breakages.
- 18.5 We reserve the right to increase the Event Charges to include any additional cleaning required for any breakages, spillages or soiling of any kind caused by Attendees.
- 19 Use of the Premises as a filming location**
- 19.1 This clause 19 shall (in addition to the clauses above) apply to any Event for which the Premises will be used as a film location ("a Filming Event").
- 19.2 If you use the Premises for a Filming Event:
- 19.2.1 you will advise us of the structure and schedule of your intended filming activities at the Event, including all technical and equipment requirements, at least one month prior to the Event date;
- 19.2.2 we may require you to pay all Event Charges for a Filming Event up to 28 days prior to the Event;
- 19.2.3 you will carry out appropriate risk assessments in relation to all aspects of your film sets and equipment;
- 19.2.4 it shall be your responsibility to ensure that and ensure that your film sets are safe at all times and confirm with all applicable health and safety regulations, and do not cause personal injury or death;
- 19.2.5 we may require you to provide us a copy of your public liability insurance prior to filming;

- 19.2.6 filming can only take place for the duration agreed in the Event Programme and you may be obliged to finish promptly at the Event End Time;
- 19.2.7 the Event Charges will be calculated on the basis of the areas booked for the Event, and no refunds will be given for areas of the Premises hired but not used;
- 19.2.8 any of our staff, employees or sub-contractors who have reason to be on the Premises in connection with their ordinary duties may be present at any time during the filming process, however we will use reasonable endeavours to minimise the interference of the presence of our staff on your Filming Event;
- 19.2.9 you agree to include a credit in the final production of any film including material shot in the Premises, in the words 'By permission of the National Space Centre' or other equivalent wording specified by us; and
- 19.2.10 you must obtain our written permission before releasing or communicating to the public any film recorded within the exhibition areas of the Premises.

19.3 Please note that the restrictions detailed in 14.1 shall also apply to Filming Events.

## 20 The Space Centre's reserved rights

- 20.1 Notwithstanding any other provision in these Terms, the Space Centre at all times reserves the right to refuse admission of any Attendees if, in the reasonable opinion of the Space Centre or its staff, there are good grounds for doing so (which may include, without limitation, anti-social behaviour or intoxication).
- 20.2 The Space Centre may alter the Event Services at any time prior to or during the Event. Where this is necessary, we will use reasonable endeavours to provide comparable facilities and/or Event Services with the minimum disruption to your Event, and to the extent we are able to do so we shall not be obliged to offer any refund to the Event Charges.

## 21 Cancellation

21.1 Subject to the payment of our cancellation charges set out in the table below, you may cancel or postpone the Event at any time by giving us written notice.

No. of calendar months written notice received by us prior to Event	Cancellation charge payable by you (excluding VAT)
1 or less	100% of Event Charges
1 - 2	75% of Event Charges
2 - 3	50% of Event Charges
Over 3 months	25% of Event Charges

- 21.2 You acknowledge and accept that the cancellation charges referred to above represent a reasonable pre-estimate of the net loss that Space Centre will incur, based on previous experience, including but not limited to lost time, costs and expenses due to cancellation.
- 21.3 To the extent the Space Centre is able, using its reasonable endeavours only, to fully mitigate its losses or damage caused by your cancellation, an appropriate credit will be made to the cancellation charges detailed above.

## 22 Warranties

22.1 You warrant that:

- 22.1.1 you will obtain all clearances required (whether relating to copyright, performance rights or otherwise) in relation to the Event, except to the extent confirmed otherwise by the Space Centre in the Event Programme;
- 22.1.2 neither you, your Attendees nor the Third Party Services will breach any third party rights (including intellectual property rights) at the Event;
- 22.1.3 the Attendees will not cause any damage to the Premises or to any items or artefacts in the Premises;
- 22.1.4 all Equipment (including, where applicable, film production equipment) will be safe, will comply with all necessary laws and regulations, and will cause no damage or harm during the Event;
- 22.1.5 you will not cause any personal injury to any Attendee or visitor to the Premises by any act of negligence;
- 22.1.6 the Attendees will observe all health and safety regulations applicable to the Event;
- 22.1.7 any activities or installations at the Event that have any risk of injury or damage to property shall be subject to a thorough risk assessment in advance, and all actions identified by such risk assessment shall be taken; and
- 22.1.8 you will pay to Third Party Suppliers all costs associated with Third Party Services.

## 23 Indemnity

- 23.1 You shall fully indemnify the Space Centre, and keep the Space Centre fully indemnified, from and against all liabilities, costs, expenses, damages and losses (including indirect or consequential losses, loss of profit, loss of reputation) and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Space Centre arising out of or in connection with:
- 23.1.1 any breach of the warranties in clause 22;
- 23.1.2 any damage to any part of the Space Centre (including, without limitation, the artefacts and any equipment or furnishings) caused by the Attendees or to the Venue during the course of the Event;
- 23.1.3 any other breach of the Contract by you (including, without limitation, clause 19.2);
- 23.1.4 any claim made against the Space Centre by a third party in respect of death, personal injury or damage to property arising out of or in connection with any breach of the Contract or any negligence by you or your Attendees in connection with the Event.

## 24 Liability

- 24.1 The provisions of this clause 24 set out Space Centre's entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of the Contract and any aspect of the Event and/or the Event Services.
- 24.2 We warrant that the Event Services shall be provided with reasonable care and skill. Except as expressly provided in these Terms all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 24.3 Nothing in these Terms shall exclude or limit the Space Centre's liability for:
- 24.3.1 death or personal injury caused by the Space Centre's negligence;
- 24.3.2 fraud or fraudulent misrepresentation; or
- 24.3.3 any other liability which cannot lawfully be excluded or limited.
- 24.4 Subject to clause 24.3:
- 24.4.1 the Space Centre shall not be liable for any loss of profits or revenue or consequential, indirect, incidental, economic or other financial loss suffered by you or by any other party in connection with the Contract and/or any aspect of the Event; and
- 24.4.2 the Space Centre's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the Contract and/or any aspect of the Event shall be limited to a sum equal to the value of the Event Charges.

## 25 Force majeure

25.1 The Space Centre shall not be in breach of the Contract nor liable for any failure or delay in performance of any obligations under the Contract arising from or attributable to acts, events,

omissions or accidents beyond its reasonable control ("Force Majeure Event"), including but not limited to any of the following:

- 25.1.1 Acts of God, flood, earthquake, windstorm or other natural disaster or adverse weather conditions;
- 25.1.2 any damage or other emergency relating to the Venue, or collapse of building structures or failure of machinery;
- 25.1.3 closure of roads or cancellation of any air travel relevant to the Event;
- 25.1.4 interruption or failure of utility service, including but not limited to electric power, gas or water;
- 25.1.5 fire, explosion or accident;
- 25.1.6 epidemic or pandemic;
- 25.1.7 any law or government order, rule, regulation or direction, or any action taken by a government or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary licence or consent;
- 25.1.8 any labour dispute, including but not limited to strikes, industrial action or lockouts; and
- 25.1.9 non-performance by suppliers or subcontractors.

25.2 We will use reasonable endeavours to give you reasonable advance notice if we believe a Force Majeure Event may affect the Event or require its cancellation or postponement. In such circumstances we will co-operate with you to seek to find a suitable alternative date for the Event.

25.3 If we are required to change, cancel or postpone the Event as a result of a Force Majeure Event, we shall use all reasonable endeavours to seek alternative dates or a suitable alternative Venue (either within the Premises or otherwise as is reasonable and appropriate) to hold the Event.

25.4 If the Space Centre is prevented, hindered or delayed from performing any of its obligations under the Contract by a Force Majeure Event, we shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. You shall remain liable to pay all charges relating to Third Party Services, and all Event Charges relating to Event Services which we are unable to cancel or mitigate.

## 26 Termination

26.1 The Space Centre may terminate the Contract with immediate effect by giving written notice to you if:

- 26.1.1 you commit a material breach of any term of this Contract which cannot be remedied or (if capable of remedy) fail to remedy that breach within 14 days after being notified in writing to do so;
- 26.1.2 if Space Centre becomes aware of any significant change in your circumstances that would adversely affect Space Centre's reputation should the Event proceed;
- 26.1.3 if it comes to our attention that your planned event is materially different to the Event discussed and agreed with us in the Event programme, or would (in our reasonable opinion) risk harming our reputation in any way;
- 26.1.4 you become insolvent within the meaning of section 123 of the Insolvency Act 1986, or you cease or threaten to cease to carry on the whole or a substantial part of your business, or you compound or make any voluntary arrangement with your creditors, or a resolution is passed or an order is made for your winding up, or you are the subject of a notice of intention to appoint an administrator or liquidator or receiver, or you are the subject of a notice of appointment of an administrator, or the subject of an administration application, or you become subject to an administration order or have an administrator or receiver appointed over you or any of your assets, you are dissolved, or the Space Centre has reasonable grounds for believing that any of the above is likely to happen.
- 26.2 On termination or expiry of the Contract pursuant to clause 26.1:
- 26.2.1 you shall immediately pay any and all Event Charges due to the Space Centre at the time of termination and we may submit an invoice for any Event Charges not yet invoiced, which you shall pay immediately on receipt;
- 26.2.2 the following clauses shall continue in force: 4, 8, 11, 12, 15, 16, 19, 21, 22, 23, 24 (and such other obligations implied as being intended to remain in force); and
- 26.2.3 the Space Centre may offer the date of the Event to other customers.

26.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

## 27 General

- 27.1 Subject to clause 7, no variation of the terms of the Contract shall be effective unless it is agreed by the parties in writing. For the avoidance of doubt, this clause shall not apply to any changes agreed to the Event Services pursuant to these Terms.
- 27.2 You may not assign any of your rights and obligations under the Contract without the prior written consent of the Space Centre. The Space Centre may assign or sub-contract the Contract or any part of it to any person without your consent.
- 27.3 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 27.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 27.5 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Nothing in this clause shall limit or exclude any liability for fraud.
- 27.6 No one other than a party to the Contract shall have any right to enforce any of its terms. The Contract (Rights of Third Parties) Act 1999 shall not apply to the Contract.
- 27.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).