

sunbeam

Our Standard Business Conditions

1 Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

“We” “Us” “Our”	Sunbeam Photographic Limited a company registered in England and Wales with company registration number 07171165 and whose registered office is at 4 Albemarle Street, London W1S 4GS
“You” “Your”	the person or firm who deals with Us under the Contract
“Agreed Event Invoice”	Our invoice to You for the Fee which is raised as soon as we have agreed your Event Plan with you in writing
“Agreed Event Plan”	Your Event Plan that we have agreed with You in writing
“Building”	The building known as Ladbroke Hall 79 Barlby Road London W10 6AZ
“Contingency Deposit”	The contingency deposit stated as such in our Agreed Event Invoice and to be dealt with under clause 6.10
“Contract”	The contract between Us and You by which we agree to hire the Venue and provide the Services and Equipment to You on the day of your event in consideration of the payment of the Fee by You to Us, consisting of the Reservation Form, Agreed Event Invoice/s, Agreed Event Plan, these Conditions and the Venue Information Guide
“Equipment”	The furniture, lighting, audio, catering and other equipment which We have agreed to supply to You under the Contract
“Event”	The function, conference or special occasion, the date and times of which has been agreed by You and Us and at which We are engaged to provide the Services
“Event Date”	The date that we have agreed to reserve for You for Your Event at our Venue
“Event Plan”	Your written proposal for Your event at Our Venue
“Fee”	The fee is the price stated in our Agreed Event Invoice by Us to You due and payable by You to Us together with any additional costs and fees payable by You under these Conditions
“Fee Balance”	The Fee plus the Contingency Deposit less any monies including the Reservation Deposit received from You
“Force Majeure Event”	An event beyond our reasonable control including failure of a utility service or transport network, act of God (such as fire, flood, storm), war, civil commotion, terrorist attack, fire, compliance with any law or governmental order, rule, regulation or direction;
“Hire Period”	The period of time for which, as agreed between You and Us, You wish to hire the Venue and will include all time allotted for setting up and removing your Event at the Venue.
“Minimum Event Value”	The guaranteed minimum spend by You with Us for the Event as set out on the Agreed Event Invoice
“Refund Invoice”	Our invoice to You for such of the following as shall apply (1) our agreed charges arising for your changes to your Agreed Event Plan; (2) charges for any of the additional expenses incurred under clause 5.1 of these Conditions; (3) our reasonable and proper costs claims expenses and losses arising from Your Default; and (4) any shortfall in the Minimum Event Value
“Reservation Deposit”	The sum that We require You to pay to Us when returning the

	Reservation Form to reserve the date for your event at the Venue as stated in the Reservation Form
“Reservation Form”	The form headed “Reservation Form” dated signed and returned to Us by You
“Services”	The services which We have agreed to supply to you under the Contract
VAT	Value Added Tax
“Venue”	The rooms stated in the Reservation Form at Our premises at Sunbeam Studios Ladbroke Hall 79 Barlby Road London W10 6AZ
“Venue Information Guide”	refers to Our guide to the Venue issued to You with the Reservation Form containing relevant information relating to Venue licensing restrictions and guidelines (as updated from time to time);
“Venue Restrictions”	The restrictions affecting the use of the Venue and the Equipment referred to in the Venue Information Guide_

1.2 **Construction. In these Conditions, the following rules apply :**

- (a) a reference to a party includes its personal representatives, successors or permitted assigns;
- (b) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (c) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (d) a reference to writing or written includes e-mails.

2. **Reservation**

2.1 If You return to Us the Reservation Form and pay the Reservation Deposit then We shall reserve for You Your Event on the Event Date, subject to these Conditions.

2.2 **Cancellation by Us:** Notwithstanding any other term of these Conditions, We reserve the right to cancel Your Event (at anytime / prior to payment in full by you of the Agreed Event Invoice for any reason and through no fault of Your own and in which event we shall refund to you all charges (including the Reservation Deposit, Fee, the Fee Balance and the Contingency Deposit) paid to Us by You within 14 days of cancellation by us.

2.3 Where the Event is cancelled by Us, in accordance with clause 9 or 5.2, We reserve the right to:

- (a) retain Your Reservation Deposit (to cover Our reasonable losses and administration expenses); and
- (b) charge You all or a proportion of the Fee Balance (if we are unable to hire out the Venue on the date of the Event to a third party at the same rate);
- (c) charge You a proportion of the Fee Balance to cover any third-party costs, liabilities and expenses incurred by us in in respect of the Event to the extent not covered by the Reservation Deposit.

2.4 **Cancellation by You:**

(a) If You cancel Your Event more than 12 weeks before the Event Date, We reserve the right to:

- (i) retain Your Reservation Deposit (to cover Our reasonable losses and administration expenses); and
- (ii) charge You a proportion of the Fee Balance to cover any third-party costs, liabilities and expenses incurred by us in in respect of the Event to the extent not covered by the Reservation Deposit.

(b) If You cancel Your Event less than 12 weeks before the Event Date, We reserve the right to:

- (i) retain Your Reservation Deposit (to cover Our reasonable losses and administration expenses);
- (ii) charge you all or a proportion of the Fee Balance (if we are unable to hire out the Venue on the date of the Event to a third party at the same rate); and
- (iii) charge You a proportion of the Fee Balance to cover any third-party costs, liabilities and expenses incurred by us in in respect of the Event to the extent not covered by the Reservation Deposit.

2.5 A request by You for a change of Event Date shall be treated as a cancellation and the terms of clause 2.4 shall apply.

3. **Our Contract with You**

- 3.1 These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.2 Any samples, drawings, descriptive matter or advertising issued by Us and any illustrations or descriptions of the Services contained in Our catalogues or brochures (including the Venue Information Guide) are issued or published for the sole purpose of giving an approximate idea of the Services described in them and may be subject to minor variation.
- 3.3 Any quotation given by Us to You shall not constitute an offer, and is only valid for a period of 14 days from its date of issue.
- 3.4 All of these Conditions shall apply to the supply of both Equipment and Services except where application to one or the other is specified.
- 3.5 We will procure the insurance of the Venue and the Equipment against all normal insurable risks but not further or otherwise. Evidence of such coverage can be provided on request, and is otherwise prominently displayed around the Venue. You shall be liable for and must effect insurance cover against all or any loss or damage to or theft of any property belonging to You, or anyone invited or requested to attend the Venue. You shall be responsible for any damage or loss occasioned to the Equipment or the Venue caused by or arising out of Your use thereof or by anyone attending the Venue at Your request, Your invitation or with Your consent (where express or implied by Your actions or Your omissions).
- 3.6 While We are happy to look after deliveries, garments and personal belongings of the organizer, staff or persons attending the Event at Our Venues, all tangible items of personal or business property not belonging to Us brought into the Building by You or Your guests, employees or contractors shall be at the risk of the person who brought the items, belongings, property or equipment into the Building. Other than any loss or damage caused by Our own negligence or wilful misconduct, We shall not be liable to You for any loss or damage to such items.
- 3.7 No responsibility can be accepted for the loss or damage of property and equipment during the period of hire including but not limited to the cloakroom. Though We have on-site parking, please note that vehicles and their contents are parked at Your own risk. We advise that all valuables be removed, or stowed from sight.
- 3.8 We reserve the right to conduct tours of the Venue for future bookings to actual or potential hirers. These site visits will be scheduled at convenient and agreed times with You. For the avoidance of doubt, these site visits can be held at any time during the Hire Period however we will ensure they do not unreasonably interfere with the preparations for, and operation of, your Event. Approval for such access not to be unreasonably withheld by You but may be refused during the actual performance of the Event itself.
- 3.9 We will supply security personnel to be charged to You as deemed necessary by Us on any Event and all associated costs will be notified to You in advance (at the rate in force from time to time).
- 3.10 We will supply one Venue Manager to assist You with any information required during the Hire Period, the cost of which is included in Our Fee.

4. Venue Hire, Supply of Services and Equipment

- 4.1 We grant You the right to use the Venue during the Hire Period for Your Event and shall provide the Services and the Equipment to You in accordance with the Contract in all material respects.
- 4.2 We shall have the right to make any changes to the Services and/or the Equipment which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services and/or the Equipment, and We shall notify You in any such event.
- 4.3 We warrant to You that:
- (a) all Services shall be provided with due care, skill and diligence;
 - (b) We shall meet all performance dates specified in the Agreed Event Invoice;
 - (c) We shall co-operate and communicate promptly and substantively with You in all matters relating to the Event;
 - (d) We shall hold and maintain all necessary licences and consents, and comply with all applicable laws and regulations in order to provide the Services and the Venue to you on the Event Date.
- 4.4 In relation to all personnel directly engaged by Us in connection with the Services and providing support at the Event, We shall ensure that they:
- (a) are competent, courteous, capable, suitably motivated and appropriately trained and qualified;
 - (b) have the legal right to work in the UK; and
 - (c) are not intoxicated or under the influence of any medication or other substance which might impair their ability to work safely.

5. Your obligations

- 5.1 You shall:
- (a) ensure that the terms set out in the Reservation Form and the Event Plan are complete and

accurate;

- (b) co-operate with Us in all matters relating to the Services;
- (c) provide Us with such information and materials as We may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (d) keep and maintain the Equipment and all materials, documents and other property belonging to Us at the Venue (collectively "**Our Materials**") in safe custody at Your own risk, maintain Our Materials in the condition in which they were given to You until returned to Us, and not dispose of or use Our Materials other than in accordance with Our written instructions or authorisation;
- (e) use the Venue only for Your Event from the start time stated in the Reservation Form and finish no later than the finish time stated in the Reservation Form unless agreed by Us. Any overtime of any kind by You at the Venue will be subject to additional fees (to be charged at the rate set out in any price list supplied by Us to You, as listed on Our website, as per Our catalogues or Our brochures including the Venue Information Guide or as stated in the Contract, as applicable) and deductible from the Contingency Deposit or payable within 5 (five) working days upon receipt of a VAT invoice;
- (f) not sub-contract, sub-let or otherwise permit any third party to use the Venue or the Equipment;
- (g) observe all rules, regulations, laws and bye-laws regarding the use of the Venue and the Building as appropriate and the Equipment including amongst other things all health and safety guidelines, all security measures and all fire regulations and the restrictions set out in the Venue Information Guide;
- (h) leave the Venue including fixtures, fittings and contents, Equipment and the Building in the same condition that it was at the start time for Your Event (fair wear and tear excluded) and report to Us immediately any defects or damage on receipt or return. A standard clean is included in the Venue hire charge however; if the Venue, fixtures and fittings or Equipment require additional cleaning or repairs after the termination of the Hire Period due to excessive mess, damage caused, defacement of surfaces or breach of restrictions We retain the right to charge You additional charges in respect of the cost of cleaning or making good or repairing the Venue, fixtures and fittings or Equipment so as to restore the level of cleanliness and presentation or state of repair in which the Venue, fixtures and fittings and Equipment were provided to You. These additional costs and any related loss of earnings (to be charged as set out in the Venue Information Guide or as stated in the Contract, as applicable) will be taken from the Contingency Deposit or payable within 5 (five) working days upon receipt of a VAT invoice;
- (i) observe and perform and procure the observance and performance of the Venue Restrictions.
- (j) conduct your own method statements, risk assessments and COSHH assessments for Your Event, if applicable and ensure that any such assessments are produced by an appropriately competent and qualified person and provide evidence of all such assessments to Us no later than 28 (twenty eight) working days prior to the commencement date of the Hire Period.

5.2 If Our performance of any of Our obligations in respect of the Services is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation ("**Your Default**"):

- (a) We shall without limiting Our other rights or remedies have the right to suspend performance of the Services (including Your access to the Venue) until You remedy Your Default, and to rely on Your Default to relieve Us from the performance of any of Our obligations to the extent the Your Default prevents or delays Our performance of any of its obligations;
- (b) We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations; and
- (c) In the event of Your Default, or where Your Default is capable of remedy and You fail to remedy Your Default to our reasonable satisfaction on notice from us, we shall have the right to terminate the Contract and cancel the Event.

6 Charges payment and indemnity

- 6.1 You will pay to us the Reservation Deposit when you return to us the Reservation Form signed and dated.
- 6.2 You will pay the Fee Balance not later than 28 days before the Event Date or within 14 days of receiving an invoice, whichever is the earlier.
- 6.3 The fee in the Agreed Event Invoice is based on the Agreed Event Plan, any changes to the Agreed Event Plan including changes to the number of guests or changes to the Services required by You will result in changes to the amount of the fee payable. For the avoidance of doubt, any reduction in the number of guests from that set out in the Agreed Event Plan will not entitle You to a refund of fees.
- 6.4 It is your responsibility to ensure that the Agreed Event Plan is accurate and realistic. We have agreed a Minimum Event Value with you based on the Agreed Event Plan and this is the minimum amount

payable by you for the Equipment, Services and hire of the Venue for Your Event under the Contract and if the Fees payable by You under the Contract are less than this Minimum Event Value then the shortfall will be payable by You and may be deducted by us from the Contingency Deposit

- 6.5 We shall send to You within a reasonable period after Your Event Our Refund Invoice together with your Contingency Deposit less any amount charged in Our Refund Invoice. If these additional fees, costs and charges payable under these Conditions exceed the Contingency Deposit, any additional sum is payable within 5 (five) working days upon receipt of a VAT invoice.
- 6.6 All amounts payable by You under the Contract are exclusive of amounts in respect of VAT (which shall be charged in addition, if applicable, on receipt of a valid VAT invoice from Us).
- 6.7 Without limiting any other of Our rights or remedies, if You fail to make any payment due to Us under the Contract by the due date for payment ("**Due Date**"), We shall have the right to charge interest on the overdue amount at the rate of 5% per annum above the then current Barclays Banks Plc's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 6.8 To the extent not covered by Your Deposit(s), You agree to indemnify Us in full against all actions, proceedings, costs, charges, claims, expenses, demands and losses which We may suffer or incur arising out of any wilful damage caused by You (or any of Your guests, suppliers or contractors), or arising out of (or in connection with) Your breach of the Contract, use of the Venue and/or the Equipment or arising from loss of or damage to any items not belonging to Us brought into the Building by You or Your guests employees or contractors.
- 6.9 You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and You shall not be entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part (without Our consent). We may, without limiting Our other rights or remedies, set off any amount owing to it by You against any amount payable by Us to You. Where this happens, we will notify you in writing of the amount to be withheld and the reason for such withholding.
- 6.10 Contingency Deposit – The Contingency Deposit is a deposit against any claims, losses or damage to the Venue or the Equipment or incurred by Us as a result of Your Default. If you fail to pay the additional charges payable under these Conditions or cause any loss or damage to the Equipment or Venue or to Us then We shall be entitled to apply all or any part of the Contingency Deposit against such default, loss or damage. The balance of the Contingency Deposit shall be refundable by Us to You within 10 working days of the end of the Hire Period

7. **Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

7.1 Nothing in these Conditions shall limit or exclude Our liability for any liability which cannot be legally limited including liability for:

- (a) death or personal injury or damage to property caused by our negligence, or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by S.12 of the Sale of Goods Act 1979 and S.2 of the Supply of Goods and Services Act 1982

7.2 Subject to clause 7.1:

- (a) We shall not, under any circumstances (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) be liable to You for any loss of profits, savings, revenue or business opportunities (actual or anticipated), any indirect or consequential losses, or any wasted expenditure You incur arising under or in connection with the Contract and/or Your use of the Venue; and
- (b) In respect of all other losses incurred by You under or in connection with this Contract and/or the Event, Our total aggregate liability to You for any claims, losses, damages, charges and expenses (whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise) shall not exceed the amount of the Fees actually paid to Us at the date the liability arose.

7.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.4 This clause 7 shall survive termination of the Contract.

8. **Intellectual Property**

8.1 All recognised intellectual property rights relating to Us or the Venue (including trade and service marks, business and domain names, goodwill, design rights, copyright and related rights, database rights, the rights to protect the confidentiality of, confidential information (including know-how and

trade secrets) and all other intellectual property rights (whether registered or unregistered) shall belong to Us (or Our licensors).

8.2 In using the Venue, You shall use all reasonable endeavours not to damage (or allow to be damaged), and procure that none of Your guests, agents or suppliers damage, any of Our intellectual property rights, or do anything that may harm Our (or the Venue's) reputation or goodwill.

8.3 Where You seek to advertise or promote Your Event at any time on any medium (including on any social media platform or profile under your possession or control), You agree only to do so within the parameters and restrictions contained in this clause 8 or as set out in the Venue Information Guide.

9. **Termination**

9.1 Without limiting Our other rights or remedies, We may terminate the Contract and cancel your Event for breach with immediate effect by giving notice to You if:

(a) You commit a material breach of Your obligations under the Contract including failure to remedy Your Default under clause 5.2;

(b) You fail to pay the Fee Balance on the Due Date.

(c) You (being an individual) have a bankruptcy order made against You or You make an arrangement or composition with Your creditors or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or (being a body corporate) convenes a meeting of creditors (whether formal or informal) or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose of reconstruction or amalgamation or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof or documents are filed with the court for the appointment of Your administrator or notice of intention to appoint an administrator is given by You or any of your director or by a qualifying charge holder or a resolution is passed or a petition is presented to any court for your winding up or for the granting of an administration order in respect of You or any proceedings are commenced relating to your insolvency;

(c) You (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing Your own affairs or become a patient under any mental health legislation;

(d) the Event is, or in our reasonable opinion is likely to be, dangerous, unsafe, illegal, offensive or damaging to Our reputation; or

(e) if You are in breach or likely to be in breach of the Venue Restrictions.

9.2 Any such termination shall be without prejudice to any rights accrued to Us against You prior to the date of termination.

10. **Confidentiality**

10.1 You and Us respectively agree not to disclose to any person any information that could reasonably be regarded as confidential by a reasonable business person (whether or not marked or notified as confidential), unless any such disclosure is made to:

(a) Your staff, officers, representatives or advisers who need to know such information in order to exercise Your rights, or perform Your obligations under, this Contract; or

(b) as required by law, Court or competent authority.

10.2 Confidential information shall only be used to exercise respective rights, or perform respective obligations under, this Contract.

10.3 You agree not to disclose, or make any announcement about, this Contract, its terms or negotiations relating to the same without Our prior written consent.

11. **Your personal data**

11.1 All personal data that We ask You to provide to Us in connection with Your Event is to enable us to verify Your identity in order to perform the Contract. We consider that the personal data that We request is reasonable and necessary for this purpose, and We warrant to You that We will keep it secure from unauthorised access by, or disclosure to, third parties at all times.

11.2 As stated on the Agreed Event Invoice, all of Your personal data shall be processed by Us in accordance with Our privacy policy, a copy of which is available on Our website at <http://www.sunbeamstudios.com/privacy-policy/>. Personal data relating to names, addresses and contact details for individuals who make reservations with Us shall be retained for up to 6 years after the date of the Event. All other personal data will be securely deleted from Our systems once the Contract has been performed.

11.3 Should You wish to contact Us in relation to the personal data we hold about You at any time, or to exercise Your rights given to You by law in relation to that data, please speak to Your reservation

contact in the first instance, or otherwise refer to the contact details given at the bottom of the privacy policy.

11.4 You are expressly notified that We use CCTV cameras around the Venue for the prevention, investigation and detection of crime and the protection of Our property. It is therefore likely that images or footage of You will be processed by Us during Your stay.

12. **General**

12.1 We shall not be liable to You as a result of any delay or failure to perform Our obligations under this Contract as a result of a Force Majeure Event provided that We notify You as soon as reasonably possible after the occurrence of the relevant Force Majeure Event of:

(a) the nature, impact and likely duration of the Force Majeure Event; and

(b) all reasonable attempts We are making to mitigate or reduce the effects of the Force Majeure Event.

12.2 The provisions of The Contract (Rights of Third Parties) Act 1999 shall not apply to these Conditions or to the Contract

12.3 If any part or provision of this Contract is deemed invalid or unenforceable, the relevant provision shall be deemed deleted without affecting the validity or enforceability of the remainder.

12.4 Nothing in this Contract is intended, or shall be deemed, to establish any partnership, agency or joint venture between You and Us, or authorise You or Us to make, or enter into, any commitment for or on the other's behalf.

12.5 Any notice to be given under this Contract shall be in writing, correctly addressed to the relevant point of contact specified on the Agreed Event Invoice and Booking Confirmation.

12.6 This 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to resolve any such dispute or claim.

