

MJMK EXCLUSIVE HIRE TERMS AND CONDITIONS

1. THE VENUE AND THE DATE

The client/s are responsible for checking the date, timings, and site name listed on this contract to ensure details are correct before signing. After booking, any amends are subject to the site availability and managers discretion, the client/s may also be required to pay additional charges.

2. CONFIRMATION

To secure a booking at the site the client is required to pay the deposit payment as outlined in the payment schedule section and sign the contract. The contract needs to be sent to the manager via email within 7 working days from the date of issue. If it is not returned the manager reserves the right to cancel the clients booking and offer it to other clients, in this instance any deposits which have been paid will not be refunded.

All such facilities and services reserved on the client's behalf will be subject to the terms and conditions of this contract. The contract must be signed by the clients and manager.

3. PAYMENT SCHEDULE

The client upon booking owes a 50% deposit payment of the agreed minimum spend or hire fee*

The remaining agreed minimum spend/hire fee is due no later than 1 month prior to the event date.

*Where the event date is less than 1 month away upon booking, 100% of the agreed minimum spend/hire fee is due immediately to secure the booking.

4. PRE-PAYMENTS

The agreed minimum spend /hire fee for your event is shown on this contract. A deposit amount of 50% is required now by the clients to secure the date of their event at the site.

Final guest numbers are required 2 weeks prior to the event date and all payments for any additional guests' food and beverage are also required at this time.

In the case any event payments become overdue by 14 days, we reserve the right to cancel your booking and keep any payments which have been made thus far.

5. AMENDMENTS BY THE CLIENTS

Should the clients make significant changes to the booking this may result in amendments to rates and/or the facilities offered. Amends must be requested in writing to MJMK. Reduction in the duration, guest numbers, or contracted value of the booking

shall be subject to the venue's cancellation rights. Reduced guest numbers do not impact the minimum spend or hire fee, as this fee still needs to be met for the event to take place as agreed.

6. CANCELLATIONS BY THE CLIENTS

In the unfortunate circumstances that the clients have to cancel or postpone their confirmed booking, the following cancellation charges apply.

We require 6 weeks' notice to cancel your event. Should you cancel within this window we will retain all payments made to date, or claim the full card authenticated amount we have on file (whichever is greater).

*If we have had to order anything in specially such as food, drink, entertainment etc the client is responsible for covering these costs.

Any cancellation or postponement must be received by the site in writing from the client and the site must confirm it has been read and received.

7. CANCELLATIONS BY THE VENUE

Should the manager for reasons beyond their control need to make amends to the booking, the manager reserves the right to offer an alternative choice of facilities. We would attempt to host the client's event in another space within the same venue where possible, or if not possible we would attempt to host the event in one of our other MJMK sites whereby the distance for guests to travel to the new venue is deemed reasonable by the manager.

The venue reserves the right to cancel any booking at its discretion in the following circumstances and keep any payments made thus far:

- a) If it appears in the opinion of the Manager that there is a serious threat to the security of the site or its guests, or that the event is likely to create a serious disturbance
- b) If it appears in the opinion of the Manager that the purpose of the event is different to what as initially agreed and may cause harm to the reputation of the venue.
- c) If it appears in the opinion of the manager that the event is a promoted event, which our licensing does not allow.
- f) In the case any event payments becoming overdue by 14 days, we reserve the right to cancel your booking and keep any payments which have been made thus far.

The venue reserves the right to cancel any booking at its discretion in the following circumstances and offer an alternative date, space or venue or offer a full refund:

- g) In the case the venue is unable to operate, due to refurbishments, operational changes or closure with at least two months' notice.

h) In the case of a force majeure set out in clause 9

Train Strikes: should there be a train strike affecting over 50% of train and underground lines in and around London on the original event date then the client will be able to move their event date within 28 days of the original date. The client can only move the event once and notification of this must be in writing and received at least 72 hours before the original event date.

8. Force Majeure

Failure to perform any term or condition of the Terms as a result of conditions beyond either parties' control including, but not limited to, war, strikes, riots, fires, floods, pandemics, acts of God, government restrictions, and power failures, shall not be deemed a breach of the Terms.

If the event is unable to go ahead due to any of these reasons, any money paid can be transferred to a new date, within 60 days, or a full refund issued.

9. DRESS CODE

Whilst the site has no specific dress code, guests are expected to be appropriately dressed at all times. The manager reserves the right to refuse any guests who in the managers opinion, are inappropriately dressed.

10. ACCESS & VACATE

All rooms/areas are booked on the understanding that the times listed in the contract are the access time and vacate time, these must be strictly adhered to on all occasions. The manager reserves the right to levy additional charges should the client fail to vacate the premises at the contracted time.

Should earlier access be required or a later vacate time, this must be requested by the client in writing to the manager. This is subject to availability as the site may have other bookings they need to accommodate, and extra charges may apply to the client.

11. EXTERNAL SUPPLIERS

Where the clients have external suppliers assisting them with their event (this could include but not limited to entertainment, stage and lighting equipment, planning team etc), it is their responsibility to ensure they comply with all terms and conditions given by the manager, current health and safety legislation and that they hold public liability insurance where required. The manager reserves the right to approve any external supplier, or decline based on the managers reasonable judgement.

The manager is unable to book external facilities and/or services on behalf of the clients or their guests. The manager may recommend suppliers in good faith, but will not be held liable for any issues which may come from any external supplier.

All external suppliers are responsible for the removal of their equipment and supplies at the stated vacate time.

12. MUSIC

The site must comply with certain licensing and statutory regulations and requires the clients to fulfil their obligations in this respect. The clients confirm that levels of noise must be controlled at all times. The manager reserves the right to decide what is deemed to be a nuisance to neighbours and/or guests and turn the volume down to a reasonable level. Refusal by the clients could result in the music being discontinued for the duration of the event and such action will not constitute a breach of contact between MJMK and the client.

13. FOOD & BEVERAGE

The clients ensure they nor any of their guests bring any food or beverage in to the venue, unless previously agreed in writing by the manager. A corkage charge for cooling, opening and serving per bottle will be made for any consumption of such beverages as agreed in advance.

(i) All food and drink pre orders are required no later than 2 week/s prior to the event date.

(ii) If your party reduces in size after your final orders have been received, your food will be charged based on the final number given

(iii) Full payment of all pre ordered food and drink for the event will be required no later than 2 week/s prior the event date

14. MISCELLANEOUS

The manager reserves the right to change the client's event to a different room if numbers substantially fall from those originally expected or due to adverse weather conditions.

The clients must obtain prior consent for all signs and decorations they wish to display inside and outside the site. The manager reserves the right to remove anything which is unauthorised, unlawfully displaced or which is deemed to cause offence.

MJMK logo or the sites logos may be used in publicity, once a proof of the promotional material has been approved by our marketing team.

MJMK will not be liable to the clients or any person claiming through the clients, for any loss or damage caused by or arising from their failure to carry out any obligations under this contract, due to anything beyond the control of the manager.

All prices quoted are inclusive of service and VAT at the current rate unless otherwise stated. The manager reserves the right to change prices due to increases in suppliers' costs, taxes, duties and any VAT changes.

Any additional bookings and or services arising out of the contract will be deemed subject to these contractual conditions.

Should any of the client's guests be unable to correct any aspect of poor behaviour or activities unacceptable to the manager, the manager reserves the right to remove this guest and or terminate the event if the manager feels this is necessary. Should this occur, no monies will be refunded to the clients, the managers decision is final.

MJMK do not accept responsibility for any loss or damage to vehicles or other property however caused.

The costs of repairing any damage caused to the property or its contents by any of the clients or clients guests must be reimbursed to MJMK by the clients within 7 days.

Internet and email use – the use of internet or email facilities while at the venue is carried out in the knowledge that clients and clients guests accept liability for any views expressed, damage caused by virus and full personal responsibility for downloading illegal materials.

15. SERVICE CHARGE

Please note that a discretionary 13.5% service charge is applied to all bills for private events.

Should the client for whatever reason be unhappy with the service on the day and like to dispute it, they must raise all issues on the night with the manager on duty so MJMK can attempt to resolve these at your event. Post event if you are still unhappy a formal complaint must be received in writing to MJMK via email within 7 days so we can investigate and attempt to resolve the issue. The parties agree to act in good faith and in the case of any disagreement they will try to settle the matter promptly and in an amicable manner.

16. CONFIDENTIALITY

The parties agree that the contents of this contract shall be confidential. The parties acknowledge to have read this contract through carefully and agree to its terms and conditions stated.

The client agrees that MJMK is allowed to use their personal information for purposes of this contract. MJMK will keep client records in accordance with the data protection act, we may from time to time contact you with marketing materials, which you are able to opt out of via email.