



PLAYBOY CLUB
LONDON

Event Contract and Confirmation

Thank you for choosing Playboy Club London for your event, the details of which are set out below – please ensure these are correct and sign where indicated to confirm your acceptance. If you have any queries then please contact Layla Jensen, Sales Manager on + 44 (0) 20 7514 9038.

| | | |
|-------------------------|--|--|
| Client: | | |
| Address: | | |
| Event Name: | | |
| Organiser: | | |
| Date and Time: | | |
| No. of Guests: | | |
| Venue(s): | | |
| Event Details: | ➤ Minimum spend on Food and Beverage | |
| | ➤ | |
| | ➤ All food & beverage are subject to a 12.5% service charge | |
| | ➤ Total value of contract to include VAT and service charge | |
| Deposit: | ➤ 50% deposit upon signing of contract | |
| | ➤ Remaining deposit due | |
| Contact Details: | Name: | |
| | Tel: | |
| | Email: | |

| For and on behalf of CLIENT | | For and on behalf of PLAYBOY CLUB LONDON LIMITED | |
|-----------------------------|--|--|--|
| Signature: | | Signature: | |
| Name: | | Name: | |
| Position: | | Position: | |
| Date: | | Date: | |

Terms and conditions

1. Definitions

1.1 In these terms and conditions the following words and expressions shall have the following meanings:

| | |
|---------------------|---|
| "Business Day" | A day on which UK banks are normally open for business in the UK, excluding weekends and public holidays. |
| "Company" | Playboy Club London Limited. |
| "Contract for Hire" | This event contract incorporating these terms and conditions, signed by an authorised representative of the Hirer. |
| "Deposit" | The non-refundable deposit of 50% of the total cost of the Event, payable in advance by the Hirer to the Company to secure the booking. |
| "Event" | The purpose of hiring the Hired Area. |
| "Event Sheet" | An operations schedule detailing all Event information including an itinerary, catering and technical requirements and all related charges. |
| "Firm Booking" | A booking which is subject to a signed Contract for Hire and payment of the Deposit. |
| "Hire Charge" | The charges payable by the Hirer to the Company for the hire of the Hired Area. |
| "Hired Area" | That part of the Premises hired. |
| "Hirer" | The person, firm, company or body to whom the Company agrees to hire the Hired Area in accordance with this Contract for Hire. |
| "Minimum Spend" | An arrangement whereby the Hirer commits to a minimum guaranteed level of spend for an Event. |
| "Premises" | Playboy Club London, 14 Old Park Lane, London, W1K 1ND. |

2. Basis of Hire

- 2.1 All persons and guests attending the Event must be over 18 years of age. Please note we operate a challenge 25 policy and ID is required to gain entrance.
- 2.2 All hiring of the Hired Area shall be concluded on the basis of this Contract for Hire together with any special conditions notified by the Company to the Hirer. Variations and/or qualifications of such conditions can only be effected if approved in writing by a duly authorised officer of the Company.
- 2.3 No terms or conditions submitted by the Hirer to the Company shall prevail over, or in any way vary or amend, this Contract for Hire.
- 2.4 The Company's employees or agents are not authorised to make any representations concerning the Premises and/or the Hired Area unless confirmed in writing by a duly authorised officer of the Company. In entering into a contract, the Hirer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 2.5 The Company reserves the right to refuse admission to the Premises.
- 2.6 The Company reserves the right to adjust the music level of the hired premises. The sound level on the premises is at the discretion of the Company's sound engineer or management.

3. Booking Procedure

- 3.1 Any booking will provisionally reserve the Hirer's requested date(s), if available, and the Hired Area will be held for **3 Business Days** from the date of receipt of the booking unless alternative arrangements have been agreed.
- 3.2 Any booking will be considered a Firm Booking upon receipt of a signed Contract for Hire.
- 3.3 The Company reserves the right to cancel any provisional or verbally confirmed booking, without any liability to the potential Hirer, if a signed Contract for Hire has not been received by the Company within **3**

Business Days of the said booking having been made, or such earlier date as may be specified by the Company. The Contract for Hire represents a contract between the Hirer and the Company confirming acceptance by both parties of these Conditions.

3.4 Upon receipt of a signed Contract for Hire for the Event from the Hirer, the Company shall issue an invoice to the Hirer for the Deposit (50% of quoted costs) which shall be payable within **14 days** of the invoice date or such earlier date as may be specified by the Company. If no Contract for Hire and Deposit are received within the time periods specified then the booking may be cancelled by the Company and the Company shall have no further liability or responsibility to the Hirer whatsoever.

3.4.1 For the avoidance of doubt, the Deposit is non-refundable, except as set out herein.

4. Rates and Payment

4.1 Quotations of Hire Charges are not offers and may be withdrawn or varied at any time prior to the acceptance by the Company of the Hirer's signed Contract for Hire for the Hired Area.

4.2 Unless previously withdrawn or varied by the Company, quotations shall remain open for acceptance for **3 Business Days** (or such longer or shorter period as may have been specified in writing by the Company) from the date of the quotation, having regard to the provisions of clause 3 pertaining to provisional bookings.

4.3 The Hire Charge includes the hire of the relevant room(s) together with any ancillary facilities subject to negotiation and approval by the parties. The Hire Charge includes the provision of reasonable venue stewarding/security staff and standard cleaning, but does not include specialist services of any kind. The Hire Charge does not include other equipment or services unless specifically stated.

4.4 Catering, technical and other additional facilities and services required will be quoted, confirmed and charged separately over and above the charges for the Hired Area, unless a Minimum Spend has been agreed. If there is a Minimum Spend, the Hirer will be charged the full Minimum Spend amount unless the total charge, including the additional facilities and services, totals more than the agreed Minimum Spend, in which case the Hirer will be charged the Minimum Spend amount and any excess over the Minimum Spend amount.

4.5 The Hirer must confirm final numbers for catering and any other pre-ordered facilities and services, including technical equipment at least **5 Business Days** prior to the Event date. These details will be confirmed back to the Hirer via the Event Sheet.

4.6 The balance of the Hire Charge is due **3 Business Days** prior to the Event. Failure to pay the balance by the due date may result in the cancellation of the Event and forfeiture of the Deposit.

4.7 Any charges in excess of the Minimum Spend must be settled on the day of the Event, unless agreed otherwise, in writing, prior to the Event. Credit card facilities are available on the Premises.

4.8 Should the Event continue beyond the contracted time, the Company reserves the right to charge the Hirer for each additional hour or part thereof.

4.9 All Deposits due to the Company from the Hirer are payable within **14 days** from the date of the invoice or such earlier date as the Company may specify.

4.10 Payment of other sums due to the Company from the Hirer is due within **30 days** of the date of invoice and, in any event, not later than **3 Business Days** prior to the Event date.

4.11 All prices quoted are exclusive of VAT at the appropriate rate unless otherwise stated.

- 4.11.1 A discretionary service charge of 12.5% will be added to all food and beverage items.
- 4.11.2 Minimum Spends exclude the 12.5% discretionary service charge, unless otherwise stated.
- 4.11.3 All payments should be made either:
- (i) By cheque, payable to "Playboy Club London Limited", Finance Team, 10 Brick Street, London, W1J 7HQ, or
 - (ii) By BACS of CHAPS transfer to National Westminster Bank, Mayfair, Berkeley Square, London W1A 1SN
Account name: Playboy Club London Limited
Sort code: 60-02-20
Account number: 06248934
- 4.12 Where the Hirer fails to pay amounts due within the time specified in this clause 4, the Company shall be entitled to charge interest (before as well as after judgment) on the outstanding amount at the rate of 2% per annum above the base rate of National Westminster Bank from time to time being in force from the due date until the outstanding sum is paid.
- 4.13 In addition, the Company reserves the right to charge the Hirer for all costs, both direct and indirect, associated with recovering any unpaid amounts due from the Hirer.

5. Cancellation

5.1.1 By the Hirer:

If a Firm Booking is cancelled or postponed by the Hirer, for whatever reason, the Deposit is non-refundable and shall be forfeited by the Hirer. Cancellation within **7 Business Days** of an Event will result in all Hire Charges together with the full estimated costs of additional facilities or services whether confirmed verbally or in writing (and whether or not expenditure has been incurred) becoming due and payable in full.

5.1.2 By the Company:

The Company shall be entitled, by providing as much notice as shall be reasonably practicable in writing, to cancel the Event for all or part of the period of hire if, in the sole discretion of the Company, acting reasonably, the circumstances require it. Following such cancellation, the Company will refund any Hire Charges, including the Deposit, already paid by the Hirer and use its reasonable endeavours to find an alternative venue for the Hirer, but shall not be otherwise liable to the Hirer. If the Company cancels the Event due to a default on the part of the Hirer, in the sole opinion of the Company, acting reasonably, then the Company reserves the right not to refund the Deposit or any Hire Charges.

6. Force Majeure

- 6.1 The Company shall not be liable to the Hirer for any loss due to any circumstances which are outside its reasonable control and which include, but without prejudice to the generality of the foregoing, the following: breakdown of machinery, failure of supply of electricity or other utilities, leakage of water, fire, flood, explosion, strike or labour dispute, external road or building works, government restrictions, act of terrorism or any other circumstance outside the control of the Company, which may cause the Event to be interrupted, cancelled or postponed.

7. Limitation of Liability

- 7.1 The Company shall have no liability to the Hirer for any loss (including consequential loss) expense or claim whatsoever or howsoever caused whether arising under contract, tort (including negligence) or otherwise including, without limitation, loss of profits or of contracts, loss of goodwill or loss of

anticipated savings occasioned by any cancellation or postponement of an Event even if the Hirer has advised the Company of such a possibility.

7.2 The Company does not exclude liability to the extent that it results from its own negligence, or the negligence of its employees, subcontractors or agents for death or personal injury.

7.3 The Hirer agrees that, except as provided in these Conditions, the Company will not be under any liability of any kind whatsoever or howsoever caused, arising directly or indirectly from any Event.

8. Joint and Several

8.1 All persons shown as the Hirer in this Contract for Hire shall be jointly and severally liable to the Company in respect of the obligations set out in this Contract for Hire.

9. Right of Entry and Security

9.1 The Company reserves the right of entry for itself and its contractors and agents to enter the Hired Area at all times.

9.2 The Company may, for security purposes, stop and search any person entering the Premises and/or the Hired Area and shall be entitled to refuse entry to any person or animal.

9.3 In order to comply with fire regulations, the maximum number of people permitted in each room of the Premises is as stated in the Event Sheet and may not be exceeded by the Hirer in any circumstances.

10. Public Order, Health & Safety

10.1 The Hirer and the Company both acknowledge their respective responsibilities under the Health and Safety at Work Act 1974, as amended from time to time and, in particular:

- (i) The Hirer shall be responsible for the preservation of public order during the event;
- (ii) A duly authorised and qualified representative of the Hirer must be present and available throughout the Event to ensure it runs smoothly;
- (iii) The Hirer shall comply with any reasonable directions of the Company in relation to Health and Safety matters;
- (iv) The Hirer shall ensure that its contractors provide a satisfactory risk assessment and method statement prior to being permitted to work on the premises by the Company;
- (v) The Hirer shall observe and comply with such additional regulations as the Company may reasonably impose from time to time in relation to the Premises.

11. Conduct of Hire

11.1 The Hirer shall take all reasonable and proper care of the Premises and the Hired Area and all property of the Company and meet the cost of all damage and loss to the Premises and the Hired Area and all property of the Company arising from any acts or omissions of the Hirer or its guests during the Event.

11.1.1 Smoking is only permitted in designated areas of the Premises.

11.2 The Hirer shall provide the Company with written details of all equipment that the Hirer wishes to bring onto the Premises and the Hired Area. The Hirer shall not bring onto the Premises or the Hired Area any equipment that the Company has not previously authorised in writing.

11.3 The Company must be advised of, and agree to, any decorations that the Hirer wishes to use. All decorations must be fire retardant and come complete with fire certificates. Nothing may be fixed to any walls or fixtures and fittings without the Company's prior written consent. The Company must be advised

of, and agree to, any electrical equipment that the Hirer wishes to use, (e.g. discotheque units, amplifiers, etc.).

- 11.4 The Company does not permit any of the following on the Premises: fun casinos or gaming of any description other than its own, smoke effects, fire effects, strobe lighting or hypnotists. All entertainment or staging must be agreed with the Company prior to the Event.
- 11.4.1 Candles may only be used with the prior written agreement of the Company.
- 11.5 The Hirer shall not, without the prior written consent of the Company, use the Premises or the Hired Area, for any purpose or in any manner other than that specified in this Contract for Hire.
- 11.6 If such consent is given, then the Hirer will, on demand, pay to the Company any additional hire fee or expenses or other monies specified by the Company as a consequence thereof.
- 11.7 The Hirer shall not do or permit anything to be done at or in the vicinity of the Premises or the Hired Area which will or might injure the reputation of the Company or the Premises, or which will, or might, contravene any law or statute or statutory instrument or the requirements of any local or public authority, or the terms of any agreement, licence, consent or permission relating to the Company or its employees or the Premises.
- 11.8 The Hirer shall comply with the terms of all licences, permissions and consents relating to the Premises and shall not breach, or cause, or permit any breach thereof, nor do anything which might endanger the continuation of any of those licences, permissions or consents, or prejudice the validity or effectiveness of, or infringe the terms of any insurances for the benefit of the Company.
- 11.9 The Hirer shall comply in all respects with the provisions of Part II of the Copyright Designs and Patents Act 1988 (rights in performance).
- 11.10 The Hirer shall not use the Premises or the Hired Area, or any part thereof, for the taking of photographs or films, without the prior written consent of the Company. If such consent is given, then the Hirer will, on demand, pay to the Company any additional fee or expenses or other monies incurred by the Company as a consequence.
- 11.11 Immediately following the Event, the Hirer shall remove all equipment and items brought onto the Premises and the Hired Area. The Hirer shall restore any part of the Premises and the Hired Area which it may have altered and shall fully indemnify the Company against all costs and losses in this regard.
- 11.12 The Hirer shall comply with the music noise level as mandated by the Company sound engineer or management to avoid impact to the premise's neighbours.

12. Contractors and Agents

- 12.1 These Conditions shall apply to the Hirer's agents, contractors and visitors and the Hirer shall indemnify and keep indemnified the Company against all costs, losses, damages, expenses and liabilities arising out of any act or omission of the Hirer's agents, contractors or visitors.

13. Indemnity and insurance

- 13.1 The Hirer shall indemnify the Company and its employees against all losses, damages, claims and expenses in respect of death or personal injury, damage to the Premises or damage to, loss of, or theft of any property (including any third party property), to the extent caused by the acts or omissions of the Hirer or its agents, contractors, guests or visitors.

- 13.2 The Hirer must not do, or allow to be done, anything which may render payable an increased premium under policies of insurance effected by the Company in respect of the Premises or which may render void any such policies.
- 13.3 In any area of the Premises which involves any sub-contractors employed by the Hirer, they must be insured under their own policy for third party public liability.

14. Default

- 14.1 The Company may, at its sole discretion, immediately terminate any contract with the Hirer without any liability to the Hirer, or any obligation to repay any sums paid by the Hirer pursuant to this Contract for Hire, in the following circumstances:
- (i) Where any sum under the Contract for Hire or related thereto has not been paid in full on the due date for payment;
 - (ii) Where the Hirer has committed a material breach of this Contract for Hire or any other contract between the Hirer and the Company;
 - (iii) Where any distress or execution is levied on the Hirer's assets or if the Hirer has made, or offered to make, any arrangement or composition with its creditors or commit an act of bankruptcy, or an administration order is presented or made against the Hirer or if the Hirer is a limited company and any resolution or petition to wind up the same (other than for the purposes of solvent reconstruction or amalgamation) has been passed or served or an administration order has been made or if a receiver or administrator has been appointed over the Hirer's assets and undertaking or any part thereof;
 - (iv) The Hirer ceases or threatens to cease to carry on business; or
 - (v) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Hirer or if, in the reasonable opinion of the Company, serious doubts arise as to the solvency of the Hirer.

15. General

- 15.1 The headings in these conditions are for convenience only and shall not affect their interpretation.
- 15.2 No waiver by the Company of any breach of this Contract for Hire by the Hirer shall be considered as a waiver of any subsequent breach of the same. Any delay by the Company in exercising its rights under this Contract for Hire shall not be construed as a waiver of any or all of those rights.
- 15.3 If any provision of this Contract for Hire is held by any court or other competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of this Contract for Hire and the remainder of the provision in question shall not be affected.
- 15.4 This contract shall be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.