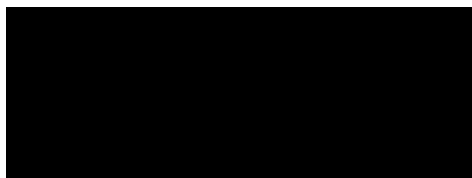


*The House  
of Koko*



### Room Hire Agreement and Payment Terms

<b>Member/ Client Name:</b>	Department for business and trade
<b>Company:</b>	Department for business and trade
<b>Telephone:</b>	[REDACTED]
<b>Email Address:</b>	[REDACTED]
<b>Address:</b>	SW1A 2DY
<b>Start Date and Time:</b>	7 <sup>th</sup> November 14:00
<b>End Date and Time:</b>	7 <sup>th</sup> November 20:00
<b>Type of Event:</b>	Business briefing event with panels
<b>Name of Room(s):</b>	Café Koko
<b>Approximate Numbers:</b>	70pax
<b>Room hire</b>	n.a
<b>Minimum spend</b>	On consumption
<b>Service charge @ 12.5%</b>	On consumption
<b>Total:</b>	Consumption
<b>Deposit Required: (80% Upfront)</b>	Will follow up with costs upfront
<b>Total now due:</b>	Consumption
<b>Deposit Due date:</b>	Consumption

The remaining balance needs to be paid on the day of the event, once final numbers and requirements have been confirmed.

Please note:

- All food and beverage is charged on consumption and therefore may exceed the guaranteed minimum spend.
- Any shortfall of the minimum spend will be charged as room hire and therefore not returned.
- Please note that a 12.5% charge will be added to the entire bill (including room hire, production costs, food and beverage) for the staff
- All food & beverage options must be confirmed at least 10 days prior to the event date.
- The hirer agrees that all production and entertainment is charged in addition to the room hire and minimum spend.
- If the hirer requires a DJ or band, this will require a sound engineer, which is an additional charge of [REDACTED] including VAT for up to 12 hours.
- Guestlist must be sent by 4pm on day of event in excel format

## **The House of Koko - Standard Terms and Conditions**

### **1. Booking Deposits, and Payments**

- There is a required deposit of 80% of estimated expenditure on confirmation of booking, which is payable by bank transfer upon receipt of an invoice from the House.
- The event is not guaranteed until a deposit has been received.
- The House reserves the right to cancel the event if deposits are not received

The House shall provide promptly following the Event, a final invoice. Any unpaid balance shall be payable by the hirer on demand on receipt of an invoice from the House. The House shall be entitled to include any charges, fees, outstanding deposit, additional facilities fees, or any other monies due to the House in the performance of this Agreement due by the Hirer.

### **2. Cancellation by the House**

In the event of cancellation by the hirer of rooms and food and beverage bookings (or any part thereof), cancellation charges will be applied to the full fee as follows:

Less than three months prior to the event	50%
Less than one month prior to the event	75%
Less than 14 days prior to the event	100%

Cancellations are not valid unless a notice of cancellation is received in writing and the cancellation date is date of receipt by the House of such notice.

The House shall be entitled to apply any amount paid by the hirer held by the House to meet the hirer's obligations to pay cancellation charges under the Standard Terms and Conditions.

The House reserves the right to immediately cancel any booking or otherwise take such action as may be deemed necessary at its absolute discretion in, but not limited to, the following circumstances:

- If the member is in breach of these Standard Terms and Conditions in any manner.
- If it appears in the opinion of the General Manager that there is a serious threat to the security and safety of the Club or its guests or that the event is likely to create a serious disturbance.
- If it appears in the opinion of the General Manager that the nature of the event is materially different from that originally envisaged by the House.
- Force Majeure (including COVID-19 Force Majeure Event)

### **3. Conduct**

The House Management reserve the right to fully protect its operating license and in its sole discretion will refuse entry or to continue to serve any member or guest whose behavior may be considered to be impaired by any overindulgence in the consumption of alcohol.

The signing Member or Hirer is deemed to be responsible for the orderly conduct of guests attending the function and will ensure that no nuisance, noise or harm is caused either to the House, its members, the business or reputation of the House, and its surrounding areas. The Member will comply with the reasonable instructions made by the management and with any rules and regulations as issued from time to time.

### **4. Cloaks, Personal Property, Storage**

The House excludes responsibility for property of members or their guests, agents or employees. Cloakrooms are provided but items deposited there are entirely at the member's or guests risk. The House will endeavour to assist members, guests with storage or equipment etc. but it excludes liability

or loss or damage to any such items of equipment. Due to space restrictions the House is unable to accept large bags, folding bicycles, e-scooters or skateboards in the cloakroom. Items are kept for 28 days.

## **5. Corkage**

No wines or spirits may be brought into the House, and all food or beverage must be purchased from the House. Corkage is therefore not applicable.

## **6. Damage**

The Hirer shall take all reasonable care in its use of the allocated rooms and of all property therein. If any damage or loss is caused to the club or any property owned by the House by the Hirer or Member, or other persons associated with the Hirer during the event then the Hirer shall indemnify the House for any losses sustained or incurred by the House.

## **7. Dress Code**

'When the fun goes out of dressing, you might as well be dead.'  
Iris Apfel

A beautifully designed space, The House is a home away from home for a creative community, and our dress code reflects that; originality is encouraged, and dressing with flair is celebrated. Members are invited to express their individual style.

The following is respectfully prohibited:

- Any casual outfit that generally looks untidy or unkempt, including scruffy trainers, t-shirts and ripped jeans.
- White t-shirts after 6pm.
- Corporate attire (work suits, collared shirts & ties).
- Beach attire including flip flops.
- Gym or athletic sportswear (Excluding sports luxe/luxury streetwear) after 6pm.
- Partial nudity.

We reserve the right to refuse entry if the dress code is not adhered to by members and their guests. This is at the sole discretion of our front of house team, and their decision is absolute. In reoccurring instances, The Membership team will be in touch to remind you of the policy and failure to comply may lead to your membership being revoked.

This policy also applies to guests of private events.

## **8. Finishing Times**

Functions must finish punctually at the time agreed when the booking is made. Extensions to this time are only available with prior approval of the House or at the discretion of the manager on duty.

If the Hirer fails to vacate the House at the end of the event, the Hirer fully indemnifies the House against any losses incurred by the House including any fees, penalties, fines or sums imposed by any Licensing Authority or payable to a third party.

## **9. Furniture removal**

No furniture can be moved or removed from any of the rooms for any event without written approval from the House prior to the event. The House cannot guarantee to store the furniture during the event; nor can furniture be removed from the building. If any damage is caused to the furniture by a member who moves it without prior permission will be charged the full cost of its repair.

## **10. Non Arrival Charges**

In the event of non-arrival, the entire booking will be subject to cancellation charges and as such, 100% of the payment shall be due.

### **11. Outside spaces and terraces**

Please note that due to our licensing regulations we are required to close doors to our outside spaces and terraces at 10pm.

### **12. Production**

A detailed list of all production, including suitable H&S documentation where appropriate, is to be received in writing at least ten days prior to the event. The list will need to be approved and signed off by the House before it can be brought into the building and set up. If any additional production or material is brought to the House on the day of the event that is not suitable and has not been approved the club retains the right to remove, restrict or forbid such items at its discretion.

All Production must be removed from the House at the end of each event. Items can only be left overnight by prior arrangement as storage space is extremely limited.

The use of lasers, confetti, strobe lights, sparklers and smoke machines is prohibited.

Hirers must adhere to the sound levels set by our Sound Engineers.

No production equipment, apparatus or other article of whatsoever description shall be affixed, distributed, or introduced by the Hirer or its agents without the House's written consent.

The House has no allocated parking available at the event. The Hirer shall be responsible for its arrangements as to the parking, loading and/or unloading of any vehicles belonging to or used by it at or for the event, including those vehicles used to load or unload event equipment or personnel. Any production packaging and boxes will need to be taken off site during the event and then brought back for the breakdown.

### **13. Publicity, Photography and Content Creation**

There should be no photography, videography, advertising, signage, marketing displays or publicity for events at the House without the prior knowledge and written consent of the Management and if approved, must be of a standard reflecting the reputation and aesthetic of the House. There should be no live content creation nor filming shared from the House at any time.

The Member or Hirer must submit their proposal directly to the Director of Events, who will indicate their authority if agreed or changes if necessary at their sole discretion. Such requests will not be unreasonably withheld or delayed.

### **14. Reconfirmation and Notification of Numbers and Organizers**

The Member or Hirer shall notify the House of the final number of guests no less than 48 hours prior to the event. The House will endeavour to meet any last minute fluctuation in numbers but this is dependent on availability and capacity of the room .

Please note that any decreases in numbers less than 48hrs prior to the event will be subject to the full charge.

### **15. Security**

The House expressly reserves the right for security purposes to search any person or vehicle entering or leaving the event and shall be entitled to refuse to allow any person or thing to enter the event which the House reasonably considers to be a risk to the comfort safety or security of the House or any persons.

### **16. Safety Regulations**

The Member or Hirer is required to comply with all statutory, local authority and standards, institution regulations, standards provision, requirements, codes of practice, recommendations and laws in force that are applicable to their use of the House.

Both parties shall co-operate with each other to maintain a safe environment for all those persons engaged in the preparation, presentation and dismantling of the event and to protect the safety of those persons attending the event.

The Hirer will notify the House as soon as reasonably practicable on becoming aware of any accident or injury occurring at the event and will provide the House with a details of such accident or injury within seven days.

### **17. Limitation of Liability**

The House shall not be liable to the Hirer in contract, tort (including negligence) or otherwise in relation to this agreement for any indirect, special, or consequential loss or damages including, but not limited to, loss of profit (whether direct or indirect) anticipated savings, revenue, goodwill, opportunities, reputation, or business (even if such loss was reasonably foreseeable or had been advised of the possibility of the Hirer incurring the same).

The Owner shall only be liable for any loss or damage to the Hirer pursuant to this Agreement (save for fraud, death, or personal injury) to the extent such liability does not exceed the aggregate of the Hire Fee and any other sums paid by the Hirer to the Owner.

### **18. Insurance and Indemnity**

If so obliged, the Hirer shall affect and maintain throughout the event at its own cost with insurers approved by the House public liability insurance and employers' liability insurance of not less than [REDACTED] for each and every claim. If the House in its reasonable opinion believes that such insurances are not in place, then the House shall have the right in its sole discretion to terminate this agreement without any liability to the Hirer and without prejudice to any of the House's other rights or remedies.

The Hirer will indemnify the House against all losses sustained or incurred by the House, its agents, servants or employees as a result of the negligence or breach of any obligation under this agreement, of the Hirer, its agents, servants, subcontractors or employees or persons appearing in or attending or otherwise involved with the event and any members of the public attending the event and against all costs of repair or replacement due to the damage caused to property or equipment at the House arising out of the actions of persons preparing for or attending the event where such persons are its agents, servants, subcontractors or employees.

### **19. Data Protection**

For the purpose of this agreement, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR. Both parties will comply with all applicable requirements of the Applicable Data Protection Laws.

The House shall process the personal data as controller on behalf of the Hirer upon instruction. The Hirer consents to all actions taken by the House in connection with processing of personal data.

The House shall notify the Hirer without undue delay on becoming aware of a personal data breach involving the Hirer's personal data.

The House's liability for loss arising from the failure to comply with its data processing obligations shall not exceed the full fee under this agreement.

## **20. Force Majeure (including COVID-19 Force Majeure Event)**

If a party (the "Affected Party") is prevented or delayed in or from performing any of its obligations under this Agreement by an event beyond the reasonable control of a party and not a COVID-19 Force Majeure Event (as defined below) (a "General Force Majeure Event") the Affected Party shall not be in breach of this Agreement or otherwise liable, except as set out in this clause for any such failure or delay in the performance of such obligations and the parties shall agree if the Event is to be cancelled (the "Original Event") or rescheduled to a mutually agreed date (the "Rescheduled Event").

### **General Force Majeure Event Affecting House:**

The House shall not be liable to perform its obligations under this Agreement to the extent it is unable to do so due to a General Force Majeure Event of the House and is not a COVID-19 Force Majeure Event (as defined below).

If, for any General Force Majeure Event of the House, the House is unable to provide the allocated rooms as envisaged in this Agreement then the Event will be cancelled.

For the purposes of this clause "General Force Majeure Event" shall include fire, tempest, pandemics (excluding a COVID-19 Force Majeure Event as defined below), flood, riot, civil commotion, official national mourning, explosion and any kind of industrial action, lockout, labour difficulties, war, terrorist action, shortage of material and interruption of transport, water, electricity, gas and other services where the same are in fact beyond the reasonable control of the House and which directly affects the ability of the House to perform their obligations under this Agreement.

Upon termination or cancellation pursuant to this clause the Hirer shall be entitled to receive a refund from the House within ten working days equal to all sums paid to the House up to that date, or if the Event has commenced a pro-rated amount, and subject to compliance with the terms of this Agreement up to that date neither party shall have any claim against the other for interest costs or compensation.

### **General Force Majeure Event Affecting Hirer:**

Where a General Force Majeure Event has arisen and the Hirer is the Affected Party, the Hirer shall remain liable to the House for payment of the full fee and any other costs incurred by either party in respect of the event. If the parties agree to reschedule the event, then the Hirer shall pay a separate additional hire fee for the rescheduled event and shall be responsible for all costs incurred by the Hirer and the House in respect of the rescheduled event.

### **COVID-19 Force Majeure Event:**

Where a COVID-19 Force Majeure Event has arisen, the parties agree as follows:

- a) if the original event is cancelled:
  - (i) the House shall refund to the Hirer the fee paid under this Agreement in relation to the original event; and
  - (ii) the Hirer shall be liable for all of the House's costs and Hirer costs in relation to the original event; or
- b) if the original event is rescheduled:
  - (i) the fee shall be re-credited to the rescheduled event; and
  - (ii) the Hirer shall be liable for all House's and Hirer costs in relation to the original event and the rescheduled event, and in each case the House shall mitigate its costs where reasonably possible.

In this clause "COVID-19 Force Majeure Event" means whether foreseeable or otherwise the outbreak of a Disease; or any law or government order, rule, regulation, direction or official guidance issued or exercised by or on behalf of any national or local government, the World Health Organisation, Public Health England

or any other official UK Government body in relation to a Disease PROVIDED THAT the outbreak prevents or delays both parties, in the reasonable opinion of the House, in or from performing any of their obligations under this Agreement; or from performing any of its obligations under the Agreement; and "Disease" means an epidemic, pandemic and/or any other outbreak of disease or infectious disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), declared as pandemic by the World Health Organisation on 11 March 2020 in a community, population or geographical area (which shall not, for the avoidance of doubt, include where a Disease outbreak only affects an individual or family household).

## **21. Miscellaneous**

This Agreement constitutes the entire agreement of the parties and may not be varied or added to except by written agreement signed by the parties or duly authorised persons on their behalf.

The parties are and will remain independent contractors and nothing in this Agreement will be deemed to create any agency, partnership, or joint venture relationship between the parties. Neither party will be deemed to be an employee or legal representative of the other nor will either party have any right or authority to create any obligation on behalf of the other party.

Each party undertakes that it will not at any time hereafter use or disclose to any person, except to its professional representatives or as may be required by law or any legal or regulatory authority, the terms and conditions of this Agreement or any confidential information concerning the business or affairs of the other party which may have or may in the future come to its knowledge.

Any notice under or in connection with this Agreement may be served personally or sent by first class pre-paid registered mail (airmail if sent outside the United Kingdom) or email to the House's designated Management Contact. Unless delivered personally, the notice shall be sent to the address of the relevant party set out in the Standard Terms and Conditions or as notified in writing from time to time. A notice sent by mail shall be deemed served at 10.00am on the third working day after the date on which it was posted. A notice sent by email shall be deemed served at 10.00am on the working day following the date on which it is sent.

Time shall be of the essence as regards any date, period or time agreed to between the parties in or pursuant to this Agreement.

The Hirer shall not assign either in whole or in part the benefit of this Agreement or the hiring hereunder to any other person or persons nor assign or sub-licence any rights or benefits under it.

The Hirer undertakes to the House that the signatory to this Agreement has been duly authorised to execute this Agreement and to enter into this Agreement and the provisions contained herein.

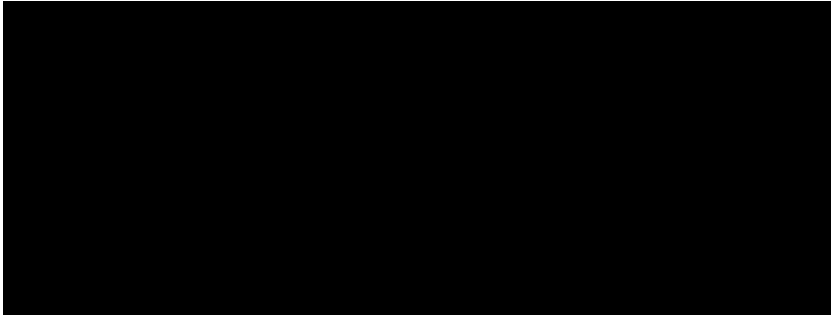
Words in this Agreement shall be defined in accordance with the Standard Terms and Conditions unless the context otherwise requires. In this Agreement the clause headings are included for convenience only and shall not affect the construction of this Agreement. Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include a reference to each other gender.

The failure to require performance of any provision will not affect a party's right to require performance at any time thereafter; nor will waiver of a breach of any provision constitute a waiver of the provision itself.

Nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

This Agreement and any non-contractual obligations will be governed by and construed in accordance with the laws of England and the parties hereto submit to the exclusive jurisdiction of the English Courts.



[Email: jordan@koko.uk.com](mailto:jordan@koko.uk.com)

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*Please note that The House of Koko never sends emails that ask for confidential or security information. We will never send you an email asking you for log on details or direct you to a web page that asks for this information. Please note that any data sent via email is not secure and could be read by others.*