

STANDARD TERMS AND CONDITIONS

Definitions and Interpretation

"Access Conditions"	the access conditions set out in Part A of these Standard Terms and any other reasonable conditions as may be notified by the Roundhouse to the Client regarding the Client's use of the Venue from time to time;
"Access Period"	as set out in the Special Conditions, the period during which the Client shall be entitled to access the Venue in accordance with the terms of this Agreement;
"Access Routes"	the routes that the Roundhouse may designate for the Client and any Visitors to access the Permitted Areas;
"Affiliate"	with respect to any Person, any other Person that is, directly or indirectly, controlling, controlled by, or under common control with, that Person;
"Business Day"	a day (other than a Saturday or a Sunday) on which banks are open for general business in London;
"Competent Authority"	any relevant licensing, fire, health, safety or other regulatory authority;
"Security Deposit"	the security deposit (if any) provided by the Client as set out in the Special Conditions;
"Equipment"	all equipment other than personal belongings brought in to the Venue by the Client and/or the Personnel during the Access Period in connection with the preparation for and/or staging of the Event including any sound equipment, additional lighting equipment or any other fittings, decorations, furnishings, costumes, props, backcloths, musical instruments or other articles;
"Event"	the event set out in the Special Conditions;
"Event of Force Majeure"	a circumstance beyond the reasonable control of either party, including an act of God, compliance with any law or governmental order rule regulation or direction, war, riot, acts of terrorism civil commotion or insurrection, malicious damage, fire, flood, accident, storm, breakdown of plant or machinery, default of suppliers or sub-contractors, embargo, strikes, lock-outs or other industrial disputes;
"Event Time"	if applicable, the period during which time Visitors shall be permitted access to the Venue in accordance with this Agreement for the purposes of attending the Event as set out in the Special Conditions;
Event Organisers Manual	the Venue's house rules as amended from time to time, which incorporate technical and general information about the Roundhouse;
"Fee"	the Fee set out in the Special Conditions;
"House Rules"	the Venue's house rules as may be amended from time to time;
"Neighbours"	the owners and/or occupiers of adjoining or neighbouring property to the Venue;
"Permitted Areas"	those parts of the Venue to which the Client is permitted access during the Access Period in accordance with the terms of this Agreement as set out in the Special Conditions;
"Personnel"	any and all agents, contractors and employees of the Client and any other third parties (but excluding Visitors) present at any time in the Venue during the Access Period solely by reason of the Client having entered into this Agreement and over which the Client may reasonably be expected to exercise control;
"Promotional Materials"	means all materials advertising or promoting the Client and/or the Event and making reference in any way to the Roundhouse whether intended for publication in any form either within the Client's organisation (including, without limitation, by e-mail or on the Client's intranet) or outside the Client's organisation (including, without limitation, by publication on the Client's external website or release to the media);
"Reinstatement"	the repair, restoration, and reinstatement of the Permitted Areas and of the fixtures, fittings, furniture, machinery, properties, scenery and equipment and other effects belonging to the Roundhouse and all improvements, additions and substitutions thereto to the same standard of repair, order and condition as they were at the commencement of the Access Period (subject to ordinary wear and tear and excepting only damage by fire and flood save to the extent that such damage by fire and flood was caused in part or in whole by an act or default of the Client or anyone at the Venue with its authority and under its control);
"Roundhouse Property"	the fixtures, fittings, furniture, equipment, plant, lighting, heating apparatus, machinery, scenery, decorations, accessories and properties in or about the Venue and any other property or effects of the Roundhouse;

"Special Conditions"	the special conditions agreed between the Roundhouse and the Client;
"Sponsorship"	any arrangement whereby a payment is made to the Client in return for the Client giving publicity, prominence or hospitality to a particular brand, company or business and "Sponsor" shall be construed accordingly;
"Ticket"	in relation to the Event, a ticket, document or other evidence of entitlement to admission;
"VAT"	value added tax;
"Venue"	the land and buildings known as The Roundhouse at Chalk Farm Road, London NW1 8EH and all appurtenances there to together with the surrounding public concourses and walkways; and
"Visitors"	Ticket holders, guests, spectators, invitees and other visitors to the Event.

The term "**control**" (including the correlative terms "**controlling**", "**controlled by**" and "**under common control with**") means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by board appointment, by contract or otherwise.

In this Agreement:

- a) references to Clauses, Schedules, Annexes and parties are references to Clauses, Schedules, annexes and parties to this Agreement;
- b) references to a person shall be construed so as to include an individual, firm, partnership, trust, joint venture, company, body corporate, unincorporated body, association, organisation, any government or state or any agency of a government or state, or any local or municipal authority or other governmental body;
- c) the words "include", "including" and "in particular" shall not be interpreted as limiting the generality of any foregoing words; and
- d) these Standard Terms and Conditions are to be read in conjunction with the most recent version of Roundhouse Event Organiser's Manual, with the provisions of these Standard Terms and Conditions to prevail in the event of any conflict between the two.

A GRANT AND ACCESS CONDITIONS

A1. Grant

- a) In consideration of payment of the Fee set out in the Special Conditions and subject to compliance by the Client and all Personnel with the terms of this Agreement, the Roundhouse hereby grants to the Client during the Access Period:
 - i) a right of access to the Permitted Areas in accordance with the provisions of the Access Conditions as may be necessary for the purpose of preparing for and staging the Event and making good such areas thereafter; and
 - ii) the right to leave the Equipment at the Venue (at its sole risk) in such places as may be agreed with the Roundhouse during the Access Period. The Roundhouse accepts no liability in respect of any loss or damage to Equipment or to personal belongings brought onto the Venue by the Client and/or the Personnel.
- b) During the Access Period the entire Venue (including the Permitted Areas) shall remain at all times in the possession and control of the Roundhouse and the Roundhouse reserves the right in respect of the Permitted Areas:
 - i) of access and egress at all times provided that where reasonably possible such access and egress shall not interfere with the enjoyment by the Client of any of the rights granted pursuant to this Agreement;
 - ii) to execute and carry out any works approved by the Roundhouse provided that the same shall not materially interfere with the enjoyment by the Client of the rights granted to it pursuant to this Agreement;
 - iii) to execute and carry out any works required to be made or done by Camden Council or any other Competent Authority and to perform therein any act or deed; and
 - iv) to refuse admission and/or to eject to or from the Venue any person or persons as the Roundhouse may in its sole discretion determine and the Roundhouse shall keep the keys to the Venue and the doors of the Venue in its charge at all times.
- c) Except in respect of the catering services actually provided by the Client, the Roundhouse reserves to itself and its licensees, all receipts and profits derived from the bars, cloakroom and refreshment rooms at the Venue.

A2. Alterations

The Client shall not without the prior written approval of the Roundhouse and the Competent Authority (if applicable):

- i) make or permit any temporary or other alteration or addition to the structure, fittings, decorations, furnishings or contents of the Venue;
- ii) allow any thing or any person to be suspended, raised or lowered from the roof or load bearing walls of the Venue or elsewhere within the Venue;
- iii) attach or drive into any part of the Venue any bolts, nails, tacks, screws, pins, tape (which damages paintwork) or other like objects or permit any other person to do the same;
- iv) otherwise do anything which may result in the Client leaving the Venue at the end of the Access Period in any worse condition than it was at the start of the Access Period (normal wear and tear excluded); and
- v) undertake any repair to the Venue.

A3. Repairs and Reinstatement

The Client warrants, undertakes and agrees with the Roundhouse that:

- i) it shall keep the Venue (except the main structure and walls) and all of the Roundhouse Property in the same standard of repair and working order as they were at the commencement of the Access Period (excepting only ordinary wear and tear and damage by fire and flood save to the extent that such damage by fire and flood was caused in part or in whole by an act or default of the Client or anyone at the Venue with its authority and under its control);
- ii) on the expiry or earlier termination of the Access Period, it shall at its own expense and according to a schedule determined by the Roundhouse leave the Venue and effect Reinstatement to the reasonable satisfaction of the Roundhouse; and
- iii) if the Client fails to effect Reinstatement and/or causes or permits any damage to be caused to the premises and/or property of any of the Neighbours, the Roundhouse shall be entitled to undertake all cleaning and/or reasonable repairs to the Venue including repairs suitable for the standard required for listed buildings. The Client agrees that it shall be solely responsible for the cost of all such cleaning and repairs and that, without prejudice to any other rights or remedies available to the Roundhouse under this Agreement or otherwise, the Roundhouse shall be entitled to apply the Security Deposit in respect of such costs in accordance with Part D of these Standard Conditions.

A4. Permitted Areas

The Client shall:

- i) comply and shall procure the compliance of all Personnel with these Access Conditions;
- ii) not access, and shall procure that no Personnel access any part of the Venue including the Permitted Areas without having previously obtained a valid security pass from the Roundhouse's security staff (and the Client hereby undertakes to provide the Roundhouse's security staff with an up to date list of all Personnel who require a security pass a minimum of 7 days prior to the Access period, specifying the time and Permitted Areas to which such access is required and the security passes themselves); and
- iii) prevent Visitors from accessing the Venue except on production of an appropriate Ticket or from entering any part of the Venue to which they are not entitled access.

A5. Access Period

- a) The Client shall vacate the Permitted Areas before the expiry of the Access Period, time being of the essence. Should the Client fail to vacate the Permitted Areas, the Client shall be liable, subject to Part H of these Standard Conditions, for any and all loss, damage, liability and/or cost incurred by the Roundhouse by reason of such late vacation including all consequential loss arising by reason of the resulting impact on the Roundhouse's ability to meet its obligations in respect of incoming events and/or productions to the Venue and Client confirms that, without prejudice to any other rights or remedies available to the Roundhouse under this Agreement or otherwise, the Roundhouse shall be entitled to apply the Security Deposit in respect of such costs in accordance with Part D of these Standard Conditions.
- b) The Client shall ensure that all Visitors have left the Venue by the end of the Event Time, that no beverages or catering of any sort is offered at the Venue from 30 minutes prior to the end of the Event Time and that all live music at the Venue ends or recorded music is turned off 15 minutes prior to the end of the Event Time.
- c) No vehicles belonging to the Client and/or the Personnel shall be permitted in or out of the Venue between the hours of 23:00 hours and 08:00 hours.

A6. Parking

- a) The Client hereby acknowledges that no parking spaces are available at the Venue with the exception of limited disabled parking [and accordingly the parking of any vehicles by the Client and/or the Personnel at the Venue shall be subject to the prior approval of the Roundhouse's representative in writing] and will be allocated within the client's own designated area of the service yard..
- b) Between the hours of 08:00 and 23:00, the Client and/or the Personnel shall be entitled to park at a designated loading bay at the Venue for the purpose of loading and unloading Equipment and/or Personnel in respect of the Event, subject to the Roundhouse's prior written approval.

A7. Roundhouse Property

The Client shall be responsible for damage caused to any Roundhouse Property which the Client is permitted to use for any purpose during the Access Period and the Roundhouse reserves the right to invoice the Client for the cost of any repairs or replacements to the Roundhouse Property.

B EVENT MANAGEMENT

- a) The Roundhouse requires that the Client appoint an event manager (who may be the Client's in-house events organiser or a third party supplier) (the "Event Manager") to manage the Event. The Client shall supply to the Roundhouse in writing the name and contact details for the Event Manager as soon as possible after the date of signature of this Agreement and in any event by no later than six months prior to the commencement of the Event.
- b) The Event Manager shall attend such meetings at the Venue with the Roundhouse's Event representative as the Roundhouse may reasonably request prior to the commencement of the Access Period. During the Access Period, the Event Manager shall be in attendance at the Venue at all times when any Personnel or third party suppliers are in attendance at the Venue.
- c) The Client shall procure that the Event Manager is fully aware of the content of this Agreement and the obligations of the Client pursuant to this Agreement and shall ensure that the Event Manager shall have complete authority from the Client to carry out the Client's obligations pursuant to this Agreement.

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C FEES AND PAYMENT

- a) The Roundhouse will invoice the Client in respect of the Fee and all other sums payable pursuant to this Agreement. All invoices must be paid within 10 Business Days of receipt by the Client unless alternative payment terms are specified in the Special Conditions, in which case such alternative payment terms will prevail. Booking is only secured upon receipt of payment.
- b) If the Client has a bona fide reason to dispute the amount of any invoice issued pursuant to this Agreement it shall within ten (10) Business Days of the date of such invoice inform the Roundhouse in writing giving full details of its reason(s) for disputing the invoice.
- c) Where the Fee, or any other amount due under this Agreement, is not paid by the date on which it should have been paid under this Agreement (the "due date") then the total amount payable shall be increased to include interest from the due date until the date on which the total amount payable is received by the Roundhouse (after as well as before judgement) at the rate of 4% per annum above the base rate from time to time of the Co-Operative Bank. Such interest shall accrue on a daily basis and be compounded monthly.
Unless otherwise agreed by the Roundhouse, all payments pursuant to this Agreement shall be made in cleared funds in Pounds Sterling by telegraphic transfer into the Roundhouse's Bank Account at the Co-Op Bank, Sort code 08-92-99, Account number 65226971 or by way of crossed cheque made payable to The Roundhouse Trading Ltd. If any payment falls due on a day which is not a Business Day, it shall be made on the next day which is a Business Day but its amount shall not be adjusted as a consequence.
- d) All sums payable to the Roundhouse by the Client pursuant to this Agreement shall be paid without counterclaim, withholding, set-off or deduction.
- e) Credit card payment may be accepted by prior arrangement with the Roundhouse and subject to an administration charge of 2% of the balance being paid.

D SECURITY DEPOSIT

- a) As security for the obligations of the Client under this Agreement the Client shall pay to the Roundhouse the Security Deposit specified in the Special Conditions.
- b) In the event that any amount payable by the Client to the Roundhouse under this Agreement shall not have been paid on the due date, the Roundhouse shall be entitled to apply all or any part of the Security Deposit towards the discharge of any liability of the Client under this Agreement.
- c) At the expiry of 30 Business Days following the expiry of the Access Period and subject to the Client having complied with its obligations under this Agreement to the reasonable satisfaction of the Roundhouse, the Roundhouse shall account to the Client for the balance of any Security Deposit held or retained by the Roundhouse in accordance with this Agreement Provided That for the avoidance of doubt, the Roundhouse shall, in its sole discretion, be entitled to set-off any amount of the Security Deposit repayable to the Client pursuant to this Clause against any additional amounts payable by the Client to the Roundhouse pursuant to this Agreement. This is without prejudice to any other rights or remedies available to the Roundhouse under this Agreement or otherwise.

E CANCELLATION

- a) If the Client cancels the Event and when the Roundhouse receives notice of the cancellation there are **more than 274 days** before the start of the Access Period, then the Roundhouse shall refund to the Client any balance of the Fee already paid to the Roundhouse subject to the retention by the Roundhouse of **an administration charge of 10% of the Fee**.
- b) The Roundhouse shall be entitled to cancel the Event at any time up to the commencement of the Access Period Provided That in the event of such cancellation, the Roundhouse shall immediately refund to the Client any balance of the Fee already paid to the Roundhouse by the Client and the Security Deposit (if applicable). For the avoidance of doubt, in the event of the cancellation or curtailment of the Event, the Roundhouse shall not be liable to return moneys received or pay damages or other compensation to the Client (for whatever reason such damages or other compensation may be due) in excess of the amounts received by the Roundhouse under this Agreement.

F TERMINATION

- a) The Roundhouse may terminate this Agreement immediately by notice in writing to the other in the event that the Client:
 - i) commits a material breach of this Agreement and, in the case of a breach which is capable of remedy, it is not remedied within ten (10) Business Days of receipt of written notice specifying the breach and requiring its remedy; or
 - ii) gives notice to its creditors or any of them that it has suspended or is about to suspend payment or shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order shall be made or resolution passed for its winding up or an administrator shall be appointed in respect of it, or any step is taken for its winding-up or for an administration order in respect of it, or it shall become insolvent or shall make any voluntary arrangement, composition or assignment with or for the benefit of creditors or has a receiver appointed over all or any part of its assets or it takes or suffers any similar action in consequence of debt or if any analogous situation to any of the above occurs under the law of any jurisdiction.
- b) Any termination of this Agreement (however caused) by either party shall not affect any rights or liabilities of either party which have accrued prior to the date of termination nor shall it affect the coming into force or the continuation in force of any provision of this Agreement expressed to survive such termination.

G FORCE MAJEURE

If either party is prevented from performing any of its obligations under this Agreement by reason of an Event of Force Majeure, such delay or non-performance shall not constitute a breach of this Agreement.

H INDEMNITY

- a) The Client agrees to indemnify and keep indemnified the Roundhouse from and against any claims against the Roundhouse by, or any liability of the Roundhouse to, a third party ("Claims"), costs (including legal costs on a full indemnity basis), liability and expense which the Roundhouse incurs or suffers as a consequence of, or which would not have arisen but for the material default by the Client in the due and punctual performance by the Client of any of its material obligations under this Agreement, provided that the Client shall not be liable under such indemnity to the extent that the Claim, cost, liability or expense arises, or is increased or aggravated, as a result of any failure by the Roundhouse to act with reasonable prudence and to take reasonable steps to minimise the Claim, cost, liability or expense and provided that the Client shall not be liable under such indemnity so far as the Claim, costs, liability or expense can be met by the Security Deposit as provided under this Agreement.
- b) The Client's liability under the above indemnity shall be capped at £5,000,000.
- c) The indemnity given in this Agreement is granted on the condition that:
 - (i) the Roundhouse notifies the Client promptly of the existence of any Claims in writing;
 - (ii) the Roundhouse shall not settle the Claim or make any statement or admission relating to the Claim without the prior written consent of the Client (such consent not to be unreasonably withheld or delayed) unless the Roundhouse is of the reasonable opinion that failing to do so may damage or harm the good name or reputation of the Roundhouse or may damage or harm the business, trading or financial prospects of the Roundhouse;
 - (iii) the Roundhouse grants to the Client the right in the first instance to defend any Claims and all related proceedings, subject to keeping the Roundhouse fully informed on a regular basis of all material circumstances or developments regarding the matter and allowing the Roundhouse's representatives to attend (and speak at) all meetings regarding the matter, whether with third parties, professional advisers, barristers or otherwise, provided that the Claim shall not be compromised or settled without the prior written consent of the Roundhouse (not to be unreasonably withheld or delayed); and
 - (iv) the Roundhouse shall provide all reasonable assistance to the Client at the Client's reasonable expense in relation to the handling of the Claim, provided that nothing in this Part H of these Standard Conditions shall obligate the Roundhouse to waive any legal or professional privilege

I LIMITATION OF LIABILITY

- a) The Client acknowledges that the Roundhouse's obligations and liabilities are exhaustively defined in this Agreement.
- b) Except in respect of death or personal injury caused by the negligence of the Roundhouse or its representatives, the Roundhouse shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Roundhouse, its servants or agents or otherwise) which arise out of or in connection with this Agreement.

J ROUNDHOUSE'S WARRANTIES, UNDERTAKINGS AND OBLIGATIONS

The Roundhouse hereby warrants, undertakes and agrees with the Client as follows:

- a) to make available the Venue for the Event during the Access Period in accordance with the terms of this Agreement;
- b) to permit Visitors upon presentation of a valid ticket, to have access to and to remain at the Venue for the duration of the Event (subject to said Visitor's compliance with all terms and conditions of entry and to the Roundhouse's general right to refuse access and to eject persons as it may deem fit);
- c) that it shall use its best endeavours to keep or procure the keeping of the main structure and walls of the Venue in good repair and condition and heat, clean and maintain the Venue in all respects to a high standard and maintain the supply of electricity to the whole Venue and promptly pay the outgoings in respect of the Venue; and
- d) that it shall obtain in respect of the Venue (but not the Event) all necessary licences and permissions to enable the Event to take place.

K CLIENT'S WARRANTIES, UNDERTAKINGS AND OBLIGATIONS

The Client hereby warrants, undertakes and agrees with the Roundhouse that:

- a) it shall use the Venue during the Access Period to prepare for and to stage the Event and thereafter to clear out and make good the Venue (in accordance with Clause A3 above) and shall not use the Venue for any other purpose other than as stated in this Agreement;
- b) it shall make arrangements with the appropriate suppliers to remove all waste from site and return the site in a similar state of cleanliness as it was provided to the Client by the Roundhouse at the start of the Access Period;
- c) save where the parties reach agreement to the contrary in writing, the Client shall comply with the dates and timings as set out in the Special Conditions;
- d) it shall effect and maintain at its own cost such reasonable and prudent policies of insurance with a reputable insurer or insurers in respect of the Client's liabilities pursuant to this Agreement (at a minimum coverage level of £5,000,000) as the Roundhouse may reasonably require, which insurance shall specifically allow the Client to reclaim from its insurer the whole amount of the Fee and to pay that whole amount of the Fee to the Roundhouse in the event of cancellation of the Event for any reason and shall be effective from the start of the Access Period until the expiry or earlier termination of the Access Period. Client shall at any time provide evidence that it is and continues to be covered by such insurance upon the request of the Roundhouse.
- e) it shall not carry on nor authorise any illegal activity and shall use its best endeavours to prevent any unlawful game or illegal betting or other unlawful activity at the Venue during the Access Period;
- f) it shall confirm to Roundhouse in writing the total number of Visitors attending the Event not less than five Business Days prior to the date of the Event;

- g) to ensure that all sub-contractors and in particular caterers and beverage suppliers have the appropriate licences and that the sub-contractors exercise good practice in relation to those licences. Particular attention will be paid to Events where young people are in attendance to ensure that the health and safety requirements particularly applicable to young persons are adhered to e.g. in relation to the sale of alcohol;
- h) it shall ensure that noise levels throughout the Access Period do not exceed those permitted by any relevant Competent Authority and in particular do not cause any nuisance or disturbance to the areas surrounding the Venue and in particular the Neighbours and the Client acknowledges that during the Access Period noise levels may be monitored by the Roundhouse or any other Competent Authority and the Client further undertakes not to commit or permit and shall use its best endeavours to prevent any act or thing which may become a source of danger, nuisance or annoyance to the Roundhouse or any of its Neighbours;
- i) it shall conduct, promote and manage the Event in a lawful and orderly manner and for this purpose shall unless otherwise agreed in accordance with the Special Conditions, be responsible for engaging such security personnel in relation to the Event from a list of the Roundhouse's preferred security suppliers as the Roundhouse may in its absolute discretion require;
- j) it shall comply with all requirements of the Venue and the Roundhouse with regard to the provision of security for the Event including numbers and conduct of all security personnel engaged by the Client and shall ensure the compliance of such security personnel with all such requirements;
- k) unless otherwise agreed in accordance with the Special Conditions, the Roundhouse shall not supply any catering services in respect of the Event and subject to the prior approval of the Roundhouse in writing, the Client shall engage caterers in relation to an Event to supply food, drink or tobacco products at the Venue as follows:
 - I the Roundhouse's in-house caterers; or
 - II a caterer selected from a list of the Roundhouse's preferred catering suppliers; or
 - III a caterer who is not on the Roundhouse's preferred list of catering suppliers but who may, subject to the prior approval of the Roundhouse, be appointed by the Client on such additional terms as the parties may agree;
- l) it shall notify the Roundhouse immediately of any proposed visit by any royal person, head of state or VIP during the Access Period. The Roundhouse retains the right for its authorised representatives to receive and/or to be presented to any such Visitor during the Access Period;
- m) it shall comply and shall procure compliance by all Personnel with all regulations and statutory or other provisions, bye-laws, rules or regulations applicable to the Venue, the Personnel, the Event and/or the Roundhouse;
- n) it shall not use copyright sound or audio-visual recordings at the Venue without first obtaining all the necessary licences and/or permissions (including, for avoidance of doubt, any licences required from the Performing Rights Society, Phonographic Performance Limited or any other collecting society) and that it shall pay all fees and royalties payable in respect of the licences and/or permissions as and when such fees and royalties are due;
- o) it shall co-operate fully with the Roundhouse in respect of any application by the Roundhouse for any licences or any consent or special permission required in respect of the use of the Venue for the Event including, forthwith on demand providing complete and accurate details of all participants in the Event or the manner of the Event or as otherwise required by the relevant Competent Authority;
- p) it shall comply and shall procure compliance by all Personnel with any fire or health and safety rules and regulations currently in force or amended by the Roundhouse from time to time and with any and all instructions issued by the Roundhouse for the purpose of compliance with requirements of licensing, fire, safety, health or other authorities, the Roundhouse's disability policy, equal opportunities policy, ethical policy and the House Rules;
- q) it shall not, without the Roundhouse's prior approval, present nor permit as part of the Event any act or demonstration involving the use of any animals, fish, insects, reptiles or birds nor bring nor permit any person to bring or allow any animal, fish, insect, reptile or bird (except a guide or hearing dog) into the Venue at any time. Copies of appropriate licences and insurance should be provided and where necessary the Competent Authority should be notified;
- r) no collection, raffle, auction or other fund raising event will be permitted to be held at the Venue without the prior written approval of the Roundhouse and the Client undertakes that the same shall, if approved, be conducted in accordance with all statutory and other legal requirements.

L ANCILLARY RIGHTS

- a) All services provided by the Roundhouse for the event must be agreed in writing no less than 7 days prior to the event date. The Roundhouse will endeavour to accommodate any changes or requests thereafter but is not in a position to guarantee such provisions.
- b) Before the publication by the Client of any Promotional Materials, the Client must obtain the written consent of the Roundhouse to the text and design of the Promotional Materials.
- c) The Client shall be entitled to secure Sponsorship for the Event subject to the prior approval of the Roundhouse of any proposed Sponsor (such approval not to be unreasonably withheld or delayed) and subject to the following provisions:
 - i) no use shall be made by a Sponsor of any of the Roundhouse Marks without written authority.
 - ii) the Roundhouse shall be entitled to refuse to permit the Client to secure Sponsorship for the Event where, in the Roundhouse's reasonable opinion the proposed Sponsor is unsuitable for the Venue;
 - iii) there must be no conflict between the rights granted to a Sponsor and any pre-existing sponsorship rights granted by the Roundhouse in relation to the Venue;
 - iv) the Roundhouse shall be entitled to continue to display all of its branding including the Roundhouse Marks at the Venue during the Access Period in such manner as it shall in its sole discretion determine;
 - v) the Client will authorise the Roundhouse to use in its publicity and marketing up to four images from the branding used by the Sponsor;
 - vi) the Client shall obtain the Roundhouse's prior approval as to the positioning and content of all commercial messages and branding used by a Sponsor at the Venue, subject to relevant charges; and
 - vii) no Sponsor shall be permitted in any way to associate itself with the Roundhouse or the Venue save as may arise incidentally through a Sponsor's Sponsorship of the Event.

M GENERAL

- a) Any notification given under this Agreement shall be in writing and may be sent by post or fax. Notices shall be deemed to have been received on the second day after despatch if sent by post or courier and immediately after receipt by the sender of a report (which shall be retained by the sender for evidential purposes) if sent by fax provided that where transmission occurs after 17.30 on any Business Day then receipt shall be deemed to have occurred at 09.00 on the next following Business Day.
- b) This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or understanding. It may not be varied except in writing between the parties.
- c) No failure or delay by either party in exercising any of its rights under the Agreement is to be considered a waiver of that right, and no waiver by either party of any breach of the Agreement by the other is to be considered as a waiver of any subsequent breach of the same or any other provision.
- d) If any provision of this Agreement is found by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.
- e) The Client may not assign or transfer any of its rights under this Agreement without first obtaining the Roundhouse's written consent. The Roundhouse shall be entitled to freely assign or transfer this Agreement to any Affiliate of the Roundhouse.
- f) Nothing in this Agreement creates or purports to create a partnership or tenancy agreement between the Roundhouse and the Client.
- g) The parties agree that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or any of its provisions.
- h) This Agreement shall be subject to English Law and the exclusive jurisdiction of the English Courts.

Signed by: _____

Dated: _____

As duly authorised signatory for and on behalf of the Client

The Roundhouse requests that the Client sign and return the copy of the Standard Terms attached to this Agreement to confirm that it has read and understood the Roundhouse's standard terms of business.