



Hirer Details

**Hirer:** Max Test  
**Account:** coax  
maksym.iv@coaxsoft.com  
+380958886677

Booking confirmation number

23-09-2020

Booking Terms

This document sets out your booking terms. However, your booking for each space is subject to final approval by the Location Provider. We will send you a booking confirmation immediately upon approval.

Campaign details

**Activity:** Event  
**Sector:** Charity  
**Brand:** wwwwww

**Brief Summary of the Campaign:**  
wwwww

Booking details

#	Space	Location	Hire Dates	Duration	Cost
4543	Town Hall Square	Town Hall Square Leicester	to	1	£208
Admin fee (0%)					0
Total cost of space					£208
VAT					£42
Total due					£250

## Specifics of Hire

### Town Hall Square

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Any additional Specifics of Hire requested by you when making your booking if agreed by Location Provider when approving your booking:

## Booking Terms

The following terms (the "Booking Terms") apply whenever you make a Booking on the Platform.

### 1 DEFINITION

1.1 The following definitions apply to your Booking:

#### **Booking**

A booking made by you on the Platform (whether or not confirmed) to use one or more Spaces for one or more Stroke 0.5pt specified periods. An "individual booking" refers to the booking of a Space for a specified period as part of a Booking.

#### **Booking confirmation**

For each Booking, a confirmation issued to you by the Platform to confirm the Booking.

#### **Booking Fee**

The Cost of Space and any other charges specified in the Booking Form and confirmed in the Booking Confirmation.

#### **Booking Form**

A form submitted by you on the Platform to make a Booking.

#### **Cost of Space**

The cost to book a Space as specified in the Booking Form and confirmed in the Booking Confirmation.

#### **Licence**

A licence granted to you by a Location Provider to access, occupy and use a Space for a specified period.

#### **Location**

The main site where a Space is located.

#### **Location Live**

Location Live Limited, a company incorporated and registered in England and Wales with company number 08307715 whose registered office is at 37 Meadowlands, West Clandon, Guildford GU4 7TA, United Kingdom.

#### **Location Provider**

The owner of the Location or such other person authorised to license Spaces at the Location.

#### **Platform**

lo:live, the online platform operated by Location Live for companies and other organisations to search and book locations for specified periods to conduct promotional and other activities. The platform is available at [locationlive.co.uk/lo:live](https://locationlive.co.uk/lo:live). For the purposes of any Booking, actions stated to be performed by the Platform are performed by Location Live.

#### **Space**

A designated area within a Location available for hire.

#### **Specifics of Hire**

Additional terms applicable to your use of a Space as confirmed in the Booking Confirmation.

#### **You**

The organisation making the Booking on the Platform.

### 2 MAKING A BOOKING

2.1 You make a Booking by submitting a Booking Form on the Platform.

2.2 When you make a Booking, you do so as principal. If you are making a Booking for one of your clients, you remain principal for the Booking and each Licence under the Booking.

2.3 Location Live is entitled at all times to rely on you having full authority on any and all matters relating to a Booking and the use of a Space.



### **3 AUTHORISATION**

- 3.1 Location Live will enter into Licences acting as your agent. When you submit a Booking Form, you authorise Location Live to enter into a Licence on your behalf for each Space included in your Booking.

### **4 PAYMENT**

- 4.1 You become liable to pay the Booking Fee to Location Live when you submit a Booking Form. Your liability to pay the Booking Fee is owed directly to Location Live and no-one else.
- 4.2 If for any reason there is a change to the Booking Fee after you submit a Booking Form, you will not be liable for any increase in the Booking Fee unless you agree to the increase.
- 4.3 Unless otherwise stated in the Booking Confirmation, you must pay 100% of the Booking Fee 45 days prior to the start date of the first individual booking under the Booking. If you make a Booking with less than 45 days to go before the start date of the first individual booking, you must pay 100% of the Booking Fee immediately.
- 4.4 You will have no permission to access or use any Space included in the Booking until you have paid 100% of the Booking Fee.
- 4.5 If a Location Provider applies any additional costs or charges to your use of a Space (eg, for utilities), you are liable to pay these to the Location Provider in accordance with any instructions given by the Location Provider.

### **5 DOCUMENTS TO DELIVER**

- 5.1 A Location Provider may require you to provide certain documents such as copies of your insurance policies or a Risk Assessment and Method Statement (RAMS).
- 5.2 A Location Provider may require you to complete certain documents such as site-specific health and safety forms.
- 5.3 You are liable to deliver any documents and other information required by a Location Provider directly to the Location Provider in accordance with any instructions given by the Location Provider.
- 5.4 You will have no permission to access or use a Space until you have delivered the documents and other information required by the relevant Location Provider.

### **6 BOOKING CONFIRMATION**

- 6.1 Your Booking is not final unless and until the Platform issues a Booking Confirmation.
- 6.2 The Booking Confirmation will include the details of your Booking, any Specifics of Hire applicable to each Space included in your Booking and a copy of these Booking Terms. In the event of any conflict between any Specifics of Hire applicable to a Space and these Booking Terms, the Specifics of Hire shall prevail.
- 6.3 If you have requested any additional requirements relating to your use of a Space and the Location Provider agrees to your request, the additional requirements will be included as Specifics of Hire in the Booking Confirmation. A Location Provider does not agree to any additional requirements unless they are included as Specifics of Hire in the Booking Confirmation.
- 6.4 The Platform will issue a Booking Confirmation after the relevant Location Providers have approved all individual bookings under your Booking.

### **7 CHANGING YOUR BOOKING**

- 7.1 You can request changes to your Booking before or after the Platform issues a Booking Confirmation.
- 7.2 Any changes are subject to approval by the relevant Location Providers.
- 7.3 You remain liable for the Booking Fee whether or not the changes are approved by the relevant Location Providers and whether you request the changes before or after the Platform issues a Booking Confirmation.
- 7.4 If you request a change that is not approved by the relevant Location Provider and you do not continue with your Booking, you may be deemed (by Location Live or a Location Provider) to have cancelled your Booking and your cancellation will be subject to any applicable cancellation terms.

### **8 LICENCE TO OCCUPY**

- 8.1 Each Licence connected to your Booking will permit you to access, occupy and use the relevant Space in accordance with the permitted use and subject to any Specifics of Hire and any conduct requirements applicable to you, your client or any persons permitted on-site. A Location Provider may terminate your Licence with immediate effect without refund if you are in material breach of the Licence or you, your client or any persons permitted on-site are in material breach of any applicable conduct requirements.
- 8.2 You acknowledge that no relationship of landlord and tenant will be created between you and the relevant Location Provider under any Licence or as a result of your or your client's occupation of a Space.
- 8.3 You acknowledge that the Location Provider will retain control, possession and management of any Space under Licence and neither you nor your client has any right to exclude the Location Provider from the Space.
- 8.4 You acknowledge that the Location Provider will retain control, possession and management of the Location within which a Space under Licence is located and neither you nor your client has any right to interfere in the Location Provider's use of the Location or in any other party's use of any other Space within the Location.
- 8.5 You acknowledge that at the end of a Licence, you will no longer be permitted to access, occupy and use the Space that was under Licence and that if you continue to access, occupy or use the Space you may be liable to pay an overrun fee (which might be an hourly or daily rate and which might be more than the hourly or daily rates included in the original Cost of Space).
- 8.6 You cannot assign a Licence.

### **9 INSTALLATION AND DE-INSTALLATION**

- 9.1 All display material must be acceptable to the Location Provider and you must comply with any instructions given by the Location Provider relating to your display material.
- 9.2 Your use of any sound, media, lighting or public-address systems must be acceptable to the Location Provider and you must comply with any instructions given by the Location Provider relating to your use of those systems.



- 9.3 Any and all modifications or alterations to the interior or exterior of a Space must be approved by the Location Provider prior to you making the modifications or alterations.
- 9.4 Any modifications or alterations must comply with any applicable health and safety requirements and any other applicable operational requirements and the Location Provider's approval of any modifications or alterations does not waive or confirm compliance with any such requirements.
- 9.5 In general, you are permitted to dress the façade or the designated signage area of a Space but you are not permitted to make any alterations to the exterior of a Space.
- 9.6 In general, you are permitted to make non-structural alterations to the interior of a Space but you are not permitted to make any structural alterations to the interior of a Space. Non-structural alterations are nevertheless subject to the prior approval of the Location Provider and the Location Provider may require you to submit detailed plans, specifications or illustrations of the proposed alterations.
- 9.7 You are required to reinstate the Space to the condition the Location Provider provided it to you. The Location Provider may require an inventory check and site inspection prior to your installation and subsequent to your de-installation.
- 9.8 You are liable for any dilapidations and you must make good all dilapidations at your own cost. If you have paid a security deposit to the Location Provider, the Location Provider is entitled to deduct from that deposit any costs related to any dilapidations.
- 9.9 Unless otherwise agreed, you are required to clean the Space and remove all rubbish from the Space at the end of your use of the Space. You are liable for all reasonable cleaning costs or the costs to remove rubbish. If you have paid a security deposit to the Location Provider, the Location Provider is entitled to deduct from that deposit any costs related to cleaning or the removal of rubbish.

## **10 SECURITY**

- 10.1 Unless otherwise agreed, you must provide your own security for your event or related activity. However, you must comply (and ensure that security personnel comply) with any applicable security requirements and any instructions given by the Location Provider relating to security.

## **11 BROADCAST RIGHTS**

- 11.1 You are responsible for ensuring you have the right to play, broadcast or display any pre-recorded or live music or other creative works and for paying for those rights.

## **12 INSURANCE**

- 12.1 You shall effect and maintain at your own cost reasonable and prudent policies of insurance with one or more reputable insurers, including without limitation: public liability insurance at a minimum coverage level of £10,000,000; employers' liability insurance at a minimum coverage level of £10,000,000; and event cancellation insurance for the abandonment, postponement, interruption or cancellation of an event at an appropriate coverage level for the event or related activity that you intend to hold or conduct in connection with any individual booking under a Booking.

## **13 CANCELLATION**

- 13.1 If you are unable to proceed with a Booking or any individual booking under a Booking, it is your responsibility to cancel the Booking or individual booking. You must not assume in any circumstances that a Booking has been automatically cancelled, including any failure to make payment by or on a payment date or any failure to deliver a document or fulfil any requirement by a specified date.
- 13.2 Unless otherwise stated in the Booking Confirmation, if you cancel your Booking or any individual booking under the Booking within 45 days of the start date of the first individual booking, you remain liable to pay 100% of the Booking Fee. This includes any Booking you make with less than 45 days to go before the start date of the first individual booking.
- 13.3 Location Live may cancel your Booking if you fail to make any payment by or on a payment date. Unless otherwise stated in the Booking Confirmation, if Location Live cancels your Booking because you failed to make a payment by or on a payment date, you remain liable to pay 100% of the Booking Fee.
- 13.4 A Location Provider may cancel an individual booking in circumstances beyond the Location Provider's reasonable control if the Location Provider reasonably determines that those circumstance require the abandonment, postponement, interruption or cancellation of the event or related activity that you intend to hold or conduct in connection with that individual booking. If a Location Provider cancels on this basis then Location Live will use all reasonable endeavours to ensure that the Location Provider refunds Location Live and, when the Location Provider refunds Location Live, Location Live will refund you (less any reasonable expenses).

## **14 COVID-19**

- 14.1 A Location Provider may make adjustments to or apply restrictions to the use and layout of a Space to comply with any social distancing measures in effect at the time of any individual booking. The Location Provider might consult with you but ultimately it is the Location Provider who will determine any adjustments or restrictions necessary to comply with any social distancing measures in effect. You do not have a right to cancel an individual booking if you are not satisfied with the Location Provider's determination.
- 14.2 Circumstances beyond the Location Provider's reasonable control include circumstances arising from Covid-19 which the Location Provider reasonably determines will directly or indirectly affect the Location Provider's ability to make the Space available or your ability to hold your event or conduct any related activity. If the Location Provider determines that circumstances arising from Covid-19 require the cancellation of one or more of your individual bookings, the Location Provider will in good faith offer alternative dates and arrangements for those individual bookings.



## **15 LIMITATION OF LIABILITY**

- 15.1 Neither Location Live nor any Location Provider gives any warranty that a Space or Location is physically fit or has any necessary consents required by any competent authorities for the purposes of your or your client's intended use of a Space (including where those purposes fall within any specified permitted use of the Space). You acknowledge that you do not rely on and you shall have no remedies in respect of any representation or warranty that might have been made by or on behalf of Location Live or a Location Provider at any point in time in relation to the same subject matter.
- 15.2 Subject to the other paragraphs of this section, Location Live owes no liability to your client and will only be liable to you for any reasonable losses, costs and expenses incurred by you in connection with a Booking which arise directly from: Location Live's breach of these Booking Terms; Location Live's negligence; or Location Live's breach of a statutory duty owed by it.
- 15.3 Location Live's liability to you in connection with a Booking is limited to any amounts paid by you to Location Live for that Booking.
- 15.4 Location Live will not be liable to you for any indirect or consequential loss including any loss of business, capital, profit, reputation or goodwill.
- 15.5 A Location Provider's liability to you, your client or any persons permitted on-site may be limited in accordance with the terms of the relevant Licence.
- 15.6 Nothing in these Booking Terms excludes the liability of Location Live or a Location Provider for fraud.
- 15.7 Nothing in these Booking Terms excludes Location Live's liability for death or personal injury or damage to property caused by negligence on the part of Location Live or its employees or agents.
- 15.8 Nothing in these Booking Terms excludes a Location Provider's liability for death or personal injury or damage to property caused by negligence on the part of the Location Provider or its employees or agents.

## **16 INDEMNITY**

- 16.1 You indemnify Location Live and each relevant Location Provider for any loss, cost or claim in connection with your Booking arising from: your breach of these Booking Terms; your breach of the terms of a Licence; your or your client's negligence; and your or your client's breach of a statutory duty owed by you, your client, Location Live or a Location Provider.

## **17 CHANGES TO THESE BOOKING TERMS**

- 17.1 Location Live may change these Booking Terms at any time by updating the terms set out at **[locationlive.co.uk/bookingterms](https://locationlive.co.uk/bookingterms)**.
- 17.2 The changes made by an update only apply to Bookings made after the date of the update.

## **18 GOVERNING LAW AND JURISDICTION**

- 18.1 These Booking Terms and any dispute or claim arising out of or in connection with a Booking (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 18.2 You and Location Live each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Booking (including non-contractual disputes or claims).