

# Terms & Conditions

# Events & Studios

## 2016

We, LONDON STOCK EXCHANGE PLC (“London Stock Exchange”) of 10 Paternoster Square, London, EC4M 7LS agree to allow you (“the Hirer”), to use meeting rooms, as set out in the Booking Form (attached hereto), within the Events & Studios of London Stock Exchange (“the Venue”) at the above address for the specified time and day as set out in the Booking Form (attached hereto), to enable you to hold an event (“the Event”) upon the terms and conditions set out below:

### 1.0 Booking

A signed Booking Form must be received by us within 21 days of the initial inquiry to confirm any provisional booking. If no Booking Form is received within that period your provisional booking will be cancelled and the time and Venue will automatically be made available to other interested parties, without notification to you. Once an invoice has been issued no amendment to the booking will be valid unless accepted by London Stock Exchange in writing.

### 2.0 Booking Amendments

If the Hirer wishes to amend the booking, any changes should be notified to London Stock Exchange immediately in writing. London Stock Exchange reserves the right to adjust the charges payable by the Hirer in respect of the Event as set out in the Booking Form (“the Event Charge”) to reflect any subsequent changes made by either party to the original booking. If London Stock Exchange is unable to accommodate the Hirer’s required changes, London Stock Exchange reserves the right to cancel the booking and return the deposit paid, subject to the cancellation periods set out in clause 4. Variable elements of the event need to be confirmed in writing within the appropriate time limit as follows:

Confirmation	Timing
<b>Itinerary/brief outline and summary details of Event</b> <b>(All marketing materials to be signed off by London Stock Exchange prior to distribution)</b>	no less than 14 working days prior to the Event Date
<b>Menus</b>	no less than 14 working days prior to the Event Date
<b>Numbers for catering</b>	no less than three working days prior to the Event Date
<b>Deliveries</b>	no less than 24 hours prior to the delivery date including vehicle registration details
<b>Delegate lists (full name and company name in alphabetical order)</b>	no less than 24 hours prior to Event Date

If the Hirer fails to provide these confirmations within the appropriate time limits, London Stock Exchange reserves the right to treat such failure as a Default in accordance with clause 12.

If the Hirer wishes to move the date of the confirmed booking to an alternative date in the same calendar month, reasonable endeavours will be made to accommodate such request. Should this not be possible and the Hirer is unable to proceed with the confirmed booking date, the standard cancellation terms will come into effect (as defined in 4.0) If the Hirer wishes to move the date of the confirmed booking to an alternative date in another calendar month, this will be treated as a cancellation and clause 4.0 will apply.

If the Hirer requires sole occupancy of the Venue, they should hire all the rooms in the Venue for the duration of the Event.

Provided always that London Stock Exchange will supply the Hirer with room(s) suitable for the Hirer’s requirements, London Stock Exchange reserves the right to change the room allocated to the Hirer at any time.



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## 3.0 Payment terms

An invoice for a deposit of 50% of the Event Charge (“the Deposit Invoice”) will be issued by London Stock Exchange on receipt of the Booking Form from the Hirer. The deposit must be paid by the Hirer within 30 days of the date of the Deposit Invoice. If the Deposit Invoice is issued within one month of the date of the Event (“the Event Date”), the invoice shall be due for payment before the commencement of the Event. Payment may be made by credit card. Should the Deposit Invoice not be paid by the due date as set out therein, London Stock Exchange reserves the right to cancel the booking. Overdue amounts are subject to a 2% discretionary interest charge. Should the Hirer confirm their booking less than two months before the Event Date, the deposit paid will be non-refundable. An invoice for the balance of the Event Charge including any additional charges payable, less the deposit paid by the Hirer (“the Balance Invoice”), will be issued as soon as reasonably practicable after the Event Date. The Hirer must pay the Balance Invoice within 30 days of the date of the Balance Invoice. Payment may be made by credit card. Overdue amounts are subject to a 2% discretionary interest charge. Should any invoice not be paid by the due date as set out therein, further bookings by the Hirer may not be accepted by London Stock Exchange until all over due amounts (including any interest charges) have been paid in full.

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## 4.0 Cancellation by the Hirer

Any cancellation by the Hirer of the Event shall be by email to [events@lseg.com](mailto:events@lseg.com) and acknowledged by receipt by London Stock Exchange.

If the Hirer (or in the event of a Default (as defined in clause 12) under clause 12 of these terms and conditions, London Stock Exchange) cancels the booking two months or more before the Event Date, London Stock Exchange shall return the deposit paid to the Hirer. Should the Hirer (or in the event of a Default under clause 12 of these terms and conditions, London Stock Exchange) cancel the booking less than two months before the Event Date, London Stock Exchange shall retain the deposit. Should the Hirer (or in the event of a Default under clause 12 of these terms and conditions, London Stock Exchange) cancel the booking less than six

weeks before the Event Date, the Hirer will pay 75% of room hire and AV costs. Should the Hirer (or in the event of a Default under clause 12 of these terms and conditions, London Stock Exchange) cancel the booking less than three weeks before the Event Date, the Hirer will pay 100% of room hire and AV costs. Should the Hirer (or in the event of Default under clause 11 of these Terms and conditions, London Stock Exchange) cancel the booking less than one week before the Event Date, the Hirer will pay 100% of the full Event Charge. All payments should be made within 30 days of the date of a Balance Invoice being issued by London Stock Exchange. Payment may be made by credit card.

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## 5.0 Event Charge

All charges are based on the Venue's price list as may be amended from time to time by London Stock Exchange. All charges are quoted exclusive of VAT which shall be payable in addition to the Event Charge at the current applicable rate. In addition to the Event Charge, the Hirer will also be responsible for paying London Stock Exchange's charges for goods and services provided by London Stock Exchange, at the request of any person purporting to represent the Hirer and having ostensible authority to do so (including any person, firm or company other than the Hirer), being goods and services in addition to those specified in the Booking Form.

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## 6.0 Conditions of Use of the Venue

The Hirer agrees to use the Venue solely for the purpose of the Event specified and for no longer than the times set out in the Booking Form (“the Hire Period”) on the Event Date. London Stock Exchange cannot accept bookings for annual general meetings of companies for security reasons. At the expiry of the Hire Period the Hirer agrees to vacate the Venue and remove any equipment advertising, or other material or property that it has brought into the Venue. The Hirer shall ensure that good order is kept while using the Venue and that nothing is done or broadcast which is obscene, illegal, immoral or harmful to the reputation of London Stock Exchange, a nuisance to any other persons occupying or visiting London Stock Exchange, or which may constitute a breach of the peace. London Stock Exchange reserves

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the right to remove from the Venue (or any other part of London Stock Exchange premises), any person or thing which may, in the reasonable opinion of London Stock Exchange, contravene any of the foregoing. The Hirer shall take all reasonable care of the Venue and the equipment set out, without limitation, in the Booking Form ("the Equipment"). London Stock Exchange shall reserve the right to charge the Hirer for the cost of all damage and loss to the Venue and Equipment arising from the Hirer's use.

The Hirer agrees not to make reference to, or use any images or logos of, London Stock Exchange in any correspondence, literature or documentation sent out by the Hirer or any third party, except to give details of the address of London Stock Exchange as set out at the beginning of this agreement. Additionally, the Hirer will send copies of all documentation connected with the occasion to London Stock Exchange for approval before being sent out or distributed prior to, or at the function.

The Hirer agrees not to place, keep, permit or suffer to be placed or kept in the Venue or any part of London Stock Exchange premises any article or substance which, in the opinion of London Stock Exchange, is of a dangerous, explosive or objectionable nature. The Hirer agrees to bring to the notice of all delegates and visitors of the Hirer to the Venue that all goods brought onto or left at London Stock Exchange premises are brought or left at the owner's own risk, including but not limited to the belongings left in London Stock Exchange's cloakroom. As such, London Stock Exchange does not accept any such goods into its charge or control and shall not be in any way responsible for any theft, loss or other damage in respect of such property.

The Hirer will ensure all Equipment brought to the Venue has been properly maintained so its operation does not pose a risk to persons or property. The Hirer will also ensure that all Equipment brought to the Venue will be used in a way so as not to pose a risk to any persons or property at the Venue. This shall apply to the Hirer, Hirer's agents and employees, contractors, sub-licensees and visitors' Equipment.

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## 7.0 Liability

If London Stock Exchange is in material breach of its obligations hereunder for any reason or terminates this agreement for reasons other than breach by the Hirer of these terms and conditions, London Stock Exchange's only liability to the Hirer shall be to refund the deposit paid. London Stock Exchange shall not be liable to the Hirer for any loss or profits, business or contracts or any other indirect or consequential loss or damage of any nature whatsoever resulting from or in connection with the Hirer's use of the Venue.

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## 8.0 Indemnity

The Hirer shall indemnify London Stock Exchange against all loss or damage to Exchange and/or third party property and in respect of death and personal injury to any person in conjunction with the Hirer's use of the Venue. The Hirer shall indemnify London Stock Exchange against all claims which may be made against London Stock Exchange in respect of such matters, except injury, loss or damage resulting from the negligence of London Stock Exchange.

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## 9.0 Security

London Stock Exchange reserves the right of entry for itself and its contractors and agents to enter the Venue at all times. The Hirer shall observe all rules, regulations and instructions of London Stock Exchange in regard to access of the Venue, the security thereof (including fire security procedures), issuing of passes and the like. The Hirer is responsible for disseminating the safety instructions of the Venue's evacuation procedures to all Event guests and staff, as outlined in the introductory email sent by your event manager following booking confirmation.

As a result, all delegates or visitors to London Stock Exchange may have their bags searched. They may also be asked to provide proof of identity. The Hirer is responsible for providing a list of attendees, including full name and company name no later than 24 hours prior to the Event by email only. This should be sent directly to

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the event manager assigned to your Event or risk delay and possible refusal of admission. London Stock Exchange may alter these procedures from time to time. The Hirer warrants that all delegates and visitors to the Event shall be well known clients or industry contacts of the Hirer prior to any marketing of the Event with bona fide business reasons for attending the Event. The Hirer may carry out registration by delegates for the Event through its website or any other medium accessible to the general public but only where those delegates registered are well known clients or industry contacts of the Hirer with bona fide business reasons for attending the Event and the Hirer has used verification methods at the point of registration to establish this. If the Hirer does not comply with this paragraph 9, London Stock Exchange may terminate this agreement and cancel the Event with immediate effect and without liability for compensation or damages.

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## 10.0 Confidentiality

Each of the Hirer and London Stock Exchange agrees to hold any confidential information that it receives from the other which is clearly labelled as such in strict confidence and not to disclose, copy, reproduce or distribute any of it to any person (other than their respective group undertakings, officers, employees and representatives ("Authorised Recipients"), and then only on the basis that they will keep it confidential on the terms of this clause 10) for a period of 12 months, save in respect of information which:

- (a) at the time of supply is in the public domain; or
- (b) subsequently comes into the public domain, except through breach of the undertakings set out in this letter; or
- (c) is already in the lawful possession of a party or any of its Authorised Recipients (as evidenced by written records) prior to the other party providing such Information; or
- (d) subsequently comes lawfully into the possession of either party or any of its Authorised Recipients from a third party who does not owe the other party or any of its

Connected Persons an obligation of confidence in relation to it; or

(e) is required to be disclosed by law, regulation or any governmental or competent regulatory authority ("Applicable Law"), as long as (to the extent reasonably practicable and permitted by Applicable Law) the disclosing party consults the other party first on the proposed form, timing, nature and purpose of the disclosure.

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## 11.0 Hirer's agents or sub-contractors

All these terms and conditions shall apply to the Hirer's agents, contractors, sub-licensees and visitors. It is the Hirer's responsibility to ensure their compliance with these terms and conditions.

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## 12.0 Default

If the Hirer commits a material breach of these terms and conditions ("Default"), London Stock Exchange may, at its own discretion, cancel the Hirer's booking forthwith and refuse access to the Venue to the Hirer. In the event of such termination, the Hirer will be liable to pay London Stock Exchange the amounts set out in clause 4.

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## 13.0 Force Majeure

London Stock Exchange shall use its reasonable endeavours to provide use of the Venue to the Hirer but shall not be liable for the failure to do so or any loss, damage or inconvenience occasioned by causes beyond the control of London Stock Exchange. For the purposes of this clause, "causes beyond the control of London Stock Exchange" shall include, but shall not be limited to, fire, tempest, flood, riot, civil commotion, explosion, threats relating thereto and any kind of strike, lockout, labour difficulties, war, shortage of materials and interruption of transport, water, electricity, gas or other services. London Stock Exchange reserves the right to have the Venue evacuated at its discretion where it deems it so necessary.

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## 14.0 Variation

These terms and conditions and the Booking Form constitute 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.

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## 15.0 Assignment

The Hirer agrees that the booking made on these terms and conditions is personal to the Hirer and shall not, in any way, be assigned, sub-licensed or disposed of to any third party.

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## 16.0 Applicable Law

These terms and conditions shall be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.

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## 17.0 Data Protection Act 1988

For the purposes of the Data Protection Act 1988 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, the information provided in this order form will be used by London Stock Exchange and/or any of its group undertakings, as construed in accordance with Section 1161 of the Companies Act 2006 (together with London Stock Exchange, the "Group") for the purposes of providing the Hirer with the products, services and data that the Hirer has ordered and enabling the Group to perform its business activities. The Hirer acknowledges and agrees that any entity within the Group may disclose the Customer's data, including Personal Data and Sensitive Personal Data as defined under the Data Protection Act 1988 ("Customer Data") to organisations within and outside of the Group for the purpose of providing products, services and data to the Hirer, performing its business activities and any other activities set out in the relevant Group Privacy Policy. The Hirer explicitly consents to the Customer Data being exported to a location outside the European Economic Area including to third parties outside the Group.

By ticking the box on your Booking Form, the Hirer explicitly agrees to the Customer Data being used by the Group and by carefully selected third parties to send marketing materials and information about services, products and data which may be of interest. This marketing material and information about services, products and data may be sent or communicated by email, fax, telephone, post or such other similar means. By ticking the box on your Booking Form, the Hirer also confirms that it has obtained all relevant consents from the data subjects listed in this order form to the marketing activity set out in this paragraph.