
Terms & Conditions

Commercial Events

2019

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

1. Booking

A signed Booking Form must be returned to the Exchange within 10 working days of receipt to confirm any provisional booking. If no Booking Form is received within 10 working days the provisional booking will be cancelled and the space will automatically be made available to other interested parties, without notification to you.

2. Booking Amendments

If the Hirer wishes to amend the booking, any changes should be notified to the Exchange immediately in writing. The Exchange reserves the right to adjust the charges payable by the Hirer in respect of the Event as set out on the Booking Form (“Event Charge”) to reflect any subsequent changes made by either party to the original booking. If the Exchange is unable to accommodate the Hirer’s required changes, the Exchange reserves the right to cancel the booking subject to cancellation clause 4.

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 clause 4).

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 will apply.

If the Hirer requires sole occupancy of the Exchange, they should hire all event spaces for the duration of the Event. The Exchange will supply the Hirer with room(s) suitable for the Hirer’s requirements, the Exchange reserves the right to change the room allocated to the Hirer at any time.

3. Payment terms

The Hirer will receive two invoices from the Exchange in respect of the Event: (i) Prepayment Invoice; and (ii) Final Invoice”.

A prepayment invoice for the amount specified on the Booking Form (“Prepayment Invoice”) will be issued by the Exchange on receipt of the signed Booking Form from the Hirer. The prepayment invoice must be paid by the Hirer within 30 days of the date on the Invoice. If the Prepayment Invoice is issued within one month of the date of the Event (“Event Date”), the invoice must be paid before the commencement of the Event. Should the Prepayment Invoice not be paid by the due date as set out therein, the Exchange reserves the right to cancel the booking.



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A Final Invoice will be issued as soon as reasonably practicable after the Event Date. The Hirer must pay the Final Invoice within 30 days of the date of the Invoice. Should any invoice not be paid by the due date as set out therein, further bookings by the Hirer will not be accepted by the Exchange until all overdue amounts (including any interest charges) have been paid in full. Overdue amounts are subject to a 2% discretionary interest charge.

With the exception of American Express and Diners Club, payment may be made by credit card.

4. Cancellation by the Hirer

Any cancellation by the Hirer of the Event must be notified to the Exchange in writing to events@lseg.com and receipt acknowledged by the Exchange.

| Notice period (before scheduled first day of venue hire) | Cancellation charges (% of total booking value) |
|---|--|
| 24 weeks to 36 weeks inclusive | 50% |
| 12 to 24 weeks inclusive | 75% |
| Less than 12 weeks | 100% |

If the Hirer (or the Exchange: (i) pursuant to clause 2; or (ii) in the event of a Default under clause 12 of these terms and conditions) cancels the booking:

24 weeks to 36 weeks inclusive of part weeks, the cancellation charge will be 50% of the total booking value.

12 to 24 weeks inclusive, the cancellation charge will be 75% of the total booking value.

Less than 12 weeks, the cancellation charge will be 100% of the total booking value and any applicable event extras such as (but not limited to) food and beverage.

Total booking value is equal to the amount on the Booking Form.

5. Event Charge

All charges are based on the Exchange's price list as may be amended from time to time by the Exchange. All charges are quoted exclusive of VAT which shall be payable in addition to the Event Charge at the current applicable rate for all clients – UK based or non-UK based. In addition to the Event Charge, the Hirer will also be responsible for paying the Exchange's charges for goods and services provided by the 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.

6. Conditions of Use of the Venue

Elements of the event must be confirmed in writing within the following deadlines:

| Confirmation | Deadline |
|---|---|
| Itinerary and summary details of Event (including details of proposed Event sponsors/exhibitors) (All proposed sponsors/exhibitors to be approved by the Exchange prior to appointment) (All marketing materials to be signed off by the Exchange prior to distribution) | no less than 10 working days prior to the Event Date |
| Menus | no less than 10 working days prior to the Event Date |
| Final numbers for catering | no less than 3 working days prior to the Event Date |
| Deliveries | no less than 24 hours prior to the delivery date including vehicle registration details |

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| Confirmation | Deadline |
|--|---|
| Delegate lists (full name and company name in alphabetical order by surname in excel format) | no less than 24 hours prior to Event Date |

If the Hirer fails to meet these deadlines, the Exchange reserves the right to treat such failure as a Default in accordance with clause 12.

The Hirer agrees to use the Exchange solely for the purpose of the Event specified and for no longer than the times set out in the Booking Form ("Hire Period") on the Event Date. At the expiry of the Hire Period the Hirer agrees to vacate the Exchange and remove any equipment advertising, or other material or property that it has brought into the Exchange. The Hirer shall ensure that good order is kept while using the Exchange and that nothing is carried out or broadcast which is obscene, illegal, immoral or harmful to the reputation of the Exchange, a nuisance to any other persons occupying or visiting the Exchange, or which may constitute a breach of the peace. The Exchange reserves the right to remove from the Exchange (or any other part of the Exchange premises), any person or thing which may, in the reasonable opinion of the Exchange, contravene any of the foregoing. The Hirer shall take all reasonable care of the Exchange and the equipment set out, without limitation, in the Booking Form ("Equipment"). The Exchange shall reserve the right to charge the Hirer for the cost of all damage and loss to the Exchange and Equipment arising from the Hirer's use.

The Hirer shall forward details of all proposed sponsors/exhibitors to events@lseg.com for approval prior to a sponsor's appointment.

For security reasons, the Exchange cannot accept bookings for annual general meetings.

The Hirer agrees not to make reference to, or use any images or logo of, the 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 the London Stock Exchange as set out at the beginning of this agreement. Additionally, all draft

invitations, website content, event registration and/or event advertising must be forwarded to events@lseg.com for approval prior to distribution. We do not allow the use of any LSEG photographs or logos on any marketing materials.

The Hirer agrees not to place, keep, permit or suffer to be placed or kept in the Exchange or any part of the Exchange premises any article or substance which, in the opinion of the 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 Exchange that all goods brought onto or left at the Exchange premises are brought or left at the owner's own risk, including but not limited to the belongings left in the Exchange's cloakroom. As such, the 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 Exchange 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 Exchange will be used in a way so as not to pose a risk to any persons or property at the Exchange. This shall apply to the Hirer, Hirer's agents and employees, contractors, sub-licensees and visitors' Equipment.

The Hirer will ensure all deliveries made to London Stock Exchange are via a courier and notified via email before the estimated delivery time. The following delivery details are required: estimated delivery date, estimated delivery time, courier name and vehicle registration. The Exchange will not be liable for any courier charges following any attempted deliveries that were not communicated to the Exchange and therefore, turned away.

The Hirer will ensure that food and beverage not purchased from us shall not be brought into or consumed at the Exchange by you or your attendees. Unless supplied by the Exchange, wines, food and other beverages are not permitted in the Exchange without prior written consent. A corkage charge will be applied at our standard rates where consent is given for third party sourced food and beverages.

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7. Liability

The Exchange's only liability to the Hirer under these terms and conditions for any breach shall be to refund the deposit paid. The Exchange shall not be liable to the Hirer for any loss, including (but not limited to) loss of profits, business, goodwill, reputation or contracts, indirect or consequential loss, or damage of any nature whatsoever resulting from or in connection with the Hirer's use of the Venue.

The Hirer shall take out before the Event and maintain in force during the Hire Period insurance with a reputable insurance company in respect of its liabilities under these terms and conditions and the Booking Form for an amount of cover not less than two million pounds sterling (£2,000,000). The Hirer shall provide a copy of the insurance policy to the Exchange on request.

8. Indemnity

The Hirer shall indemnify the 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 Exchange. The Hirer shall indemnify the Exchange against all claims which may be made against the Exchange in respect of such matters, except injury, loss or damage resulting from the negligence of the Exchange.

9. Security

The Exchange reserves the right of entry for itself and its contractors and agents to enter the Exchange at all times. The Hirer shall observe all rules, regulations and instructions of the Exchange in regard to access of the Exchange, the security thereof (including fire security procedures), issuing of passes and the like. The Hirer is responsible for disseminating the safety instructions of the Exchange's evacuation procedures to all Event guests

and staff, as outlined in the introductory email sent by your event manager following booking confirmation.

All delegates or visitors to the Exchange will have their bags searched and will 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 (or no later than 12 noon on the day prior to your Event). This information should be sent in Excel format by email only to your assigned Event Manager or risk delay and possible refusal of entry. Any guest of the Hirer arriving on the day that is not pre-registered will be held at reception. For security purposes, the guest of the Hirer will need to be verified by the Hirer in person. As part of this process the guest of the Hirer will be required to provide Government recognised photographic ID (passport, drivers licence or European ID card) to our reception team, failure to do so could result in the guest of the Hirer being refused entry. The 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. With prior written approval from the Exchange, 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 clause 9, the Exchange may terminate this agreement and cancel the Event with immediate effect and without liability for compensation or damages.

10. Confidentiality

Each of the Hirer and the Exchange agrees to hold any confidential information that it receives from the other party 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

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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.

11. 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.

12. Default

If the Hirer commits a material breach of these terms and conditions (“Default”), the Exchange may, at its own

discretion, cancel the Hirer’s booking forthwith and refuse access to the Exchange to the Hirer. In the event of such termination, the Hirer will be liable to pay the Exchange the amounts set out in clause 4.

13. Force Majeure

The Exchange shall use its reasonable endeavours to provide use of the Exchange 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 the Exchange. For the purposes of this clause, “causes beyond the control of the 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. The Exchange reserves the right to have the Exchange evacuated at its discretion where it deems it so necessary.

14. 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.

15. 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.

16. 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. Data Protection

For the purposes of the Data Protection Act 2018, the General Data Protection Regulation 2016/679 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, (in each case, to the extent applicable and as amended or replaced from time to time) ("Data Protection Laws"), the information provided on the Booking Form will be used by the Exchange and/or any of its group undertakings, (as construed in accordance with Section 1161 of the Companies Act 2006) (together with the 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 Laws ("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 Group Privacy Policy, accessible under the following URL (<http://lseg.com/privacy-and-cookie-policy>). The Hirer confirms and warrants that, in relation to the Personal Data of any third parties, it has provided notice to those third parties concerning the disclosure of their Personal Data to the Group, and obtained all consents necessary under Data Protection Laws to permit such disclosure. The Hirer explicitly consents to the Customer Data being exported to and processed in a location outside the European Economic Area including to third parties outside the Group. Where you have provided prior consent in accordance with Data Protection Laws, the Group will send you marketing materials and information about our services which we think may be of interest.
