



Standard Terms and Conditions for Holding an Event in Middle Temple

1. Definitions

In these terms and conditions the following terms shall have the following meanings:

- 1.1. **Additional Costs** means any costs incurred by Middle Temple in respect of the Event and which are payable by the Hirer pursuant to Clause 9.5;
- 1.2. **Agreement** means these Standard Terms and Conditions, the Contract Document and the Event Guidelines (as amended by Middle Temple from time to time).
- 1.3. **Catering Costs** means the costs payable by the Hirer for any food and beverage services provided by Middle Temple and requested by the Hirer for the purposes of the Event;
- 1.4. **Contract Document** means the detailed plan for the Event, describing the Venue, Event Times, Event Date, Fee(s) payable, and Payment Schedule, a copy of which has been provided by Middle Temple to the Hirer.
- 1.5. **Damage Deposit** means the amount specified in the Contract Document or requested by Middle Temple (if any);
- 1.6. **Duty/Event Manager** means a member of Middle Temple staff responsible for managing the Event and who will be in attendance to ensure the smooth running of the Event;
- 1.7. **Events Department** means the staff responsible for organising and managing the Event at Middle Temple located at Middle Temple;
- 1.8. **Event** means the event for which the Hirer has hired the Venue as set out in the Contract Document;
- 1.9. **Event Date** means the date(s) of the Event as set out in the Contract Document;
- 1.10. **Event Guidelines** means the guidelines issued by Middle Temple governing the use of the Premises for events, as may be amended by Middle Temple from time to time and as are made available by the Events Department to the Hirer upon request or at <https://www.middletemplevenue.org.uk/event-guidelines>
- 1.11. **Event Times** means the times of the Event as set out in the Contract Document;
- 1.12. **Fee(s)** means any monies payable by the Hirer to Middle Temple including the Hire Fee (and any applicable VAT), Catering Costs (if applicable), Additional Costs plus any additional charges payable by the Hirer in accordance with this Agreement and otherwise for the Event as may be agreed from time to time;
- 1.13. **Force Majeure Event** means as is defined in clause 7.1;
- 1.14. **Hire Fee** means the fee payable by the Hirer for the use of the Venue, such fee being specified in the Contract Document;
- 1.15. **Hirer/You** means you and includes your Invitees, any person who is present at the Venue and/or Premises with your permission, and invitees or any of them;
- 1.16. **Initial Payment** means 50% of the Total Fee or such other amount as specified in the Contract Schedule;
- 1.17. **Intellectual Property Rights** means patents, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent

rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

- 1.18. **Invitees** means those persons attending the Venue and/or Premises in connection with the Event including the Hirer's agents, contractors, officers, employees and guests;
- 1.19. **Middle Temple** means The Honourable Society of the Middle Temple located at The Treasury, Ashley Building, Middle Temple Lane, London EC4Y 9BT and Middle Temple Hall and Bench Apartments located at Middle Temple Hall, London EC4Y 9AT;
- 1.20. **Payment Schedule** is specified in the Contract Document;
- 1.21. **Premises** means any premises or land used or owned by Middle Temple, including walkways, grounds, car parks and/or facilities including toilets, lifts and stairways;
- 1.22. **Total Fee** is specified in the Contract Document;
- 1.23. **VAT** means Value Added Tax at the rate prevailing at the time of an event which shall be added to all prices that are not quoted inclusive of VAT; and in the event that the VAT rate is higher or lower at the time of confirming an event and the date of the event itself there will be an adjustment either way in the final invoice; and
- 1.24. **Venue** means such part of the Premises as the Hirer is permitted to use for the purposes of the Event as specified in the Contract Document.

2. Interpretation

- 2.1. The headings in the Agreement are for convenience and reference only and shall in no way affect the construction or interpretation of the Agreement.
- 2.2. In the Agreement:
 - 2.2.1. the singular includes the plural and vice versa
 - 2.2.2. the use of the term "persons" shall include partnerships, bodies corporate and unincorporated associations of persons and vice versa (including persons, individuals, companies, firms, governments, states, regional or local authorities, agencies of a state, joint ventures, trusts, charities, societies, funds, associations (whether or not having separate legal personality and whether incorporated or not);
 - 2.2.3. any reference to the feminine includes the masculine and vice versa;
 - 2.2.4. any reference to a statute or statutory provision includes references to the same as from time to time re-enacted, amended or modified unless otherwise stated;
 - 2.2.5. any reference to "include" and "including" shall be deemed to include the words "include(s) without limitation" or "including without limitation" as the context requires; and
 - 2.2.6. a day refers to a working day and means a day between Monday and Friday (inclusive) other than Christmas Day, Good Friday and any other bank or public holiday in England and Wales; a week refers to a period of 7 days and a month refers to a calendar month.

3. The Event

- 3.1. In consideration of the Fees, Middle Temple has agreed to make the Premises available to the Hirer on a non-exclusive basis for the purposes of the Event on the Event Date during the Event Times under the terms and conditions set out in this Agreement.
- 3.2. Subject to receipt of payment of the Fees from the Hirer in accordance with the Payment Schedule and save to the extent access is required to be restricted for security or health and safety reasons, Middle Temple shall procure that the Hirer may have access to parts of the Premises (such as relevant roadways, entrances, passageways and stairs within the Premises) so as to allow the Hirer and its Invitees entrance to and exit from the Venue, and the Hirer shall (and shall procure that its Invitees) use such parts for this purpose only.
- 3.3. The Hirer warrants that it has fully and fairly represented to Middle Temple the purpose for which it requires access to and use of the Venue. Middle Temple reserves the right to cancel the Event (without liability of any kind on the part of Middle Temple and with forfeiture of the

- Initial Payment) and to terminate this Agreement immediately in the event of any misrepresentation of such purpose.
- 3.4. The Hirer undertakes not to use the Venue and/or the Premises for any unpermitted, improper or unlawful purpose or in any improper or unlawful way.
 - 3.5. Applications for use of Middle Temple will only be accepted if the Event is deemed by Middle Temple to be appropriate and in keeping with the nature of Middle Temple. Middle Temple reserves the right in its sole discretion to reject applications for a proposed event.
 - 3.6. The parties acknowledge that the Venue and/or Premises have not been designated or adapted for the purposes of the Event. No warranty is given by Middle Temple that the Venue and/or Premises or any part of it is appropriate or fit for the purposes of the Event or free from any defect of whatsoever kind and howsoever arising and the Hirer agrees to make its own investigations with regards to the safety and adequacy of the Venue and/or Premises for its purposes.
 - 3.7. Unless otherwise notified in writing to Middle Temple, the Hirer acknowledges that Middle Temple may film and/or photograph the Event. The Hirer hereby grants consent to Middle Temple to use such filming and/or photography for marketing and/or promotional purposes.
 - 3.8. The Hirer warrants that in using the Venue, it shall not directly or indirectly infringe any Intellectual Property Rights of any third party. Unless Middle Temple has specifically authorised the same in writing, the Event may not involve any screenings or other reproductions containing third party Intellectual Property Rights. Where Middle Temple has approved such screenings or reproductions, the Hirer undertakes to obtain all necessary licences, clearances and permissions for the same, and to be solely liable for and shall indemnify and shall keep Middle Temple and its officers, employees and agents indemnified against all liability for loss, costs (including legal costs on a full indemnity basis), fees, damages, expenses or other monies incurred or suffered by Middle Temple arising out of the same, including without limitation any failure to obtain the necessary licences, permissions and consents.
 - 3.9. Middle Temple shall ensure that an Event Manager shall be present for the duration of the Event. The Hirer acknowledges and agrees that it shall be responsible for any fees and/or costs associated with presence of an Event Manager during the Event.

4. Deposit

- 4.1. The Hirer shall pay the Initial Payment and Damage Deposit (if applicable) to Middle Temple when requested by Middle Temple.
- 4.2. The Hirer shall have no rights pursuant to this Agreement until the Initial Payment (and Damage Deposit, if applicable) is paid and a copy of the remittance advice is received by the Events Department
- 4.3. If a Damage Deposit has been paid, Middle Temple shall hold such Damage Deposit as security for any loss or damage suffered by Middle Temple as a result of any act or omission of the Hirer or its Invitees. For the avoidance of doubt, the Damage Deposit shall be paid in addition to the Total Fee.
- 4.4. Without prejudice to any other right or remedy Middle Temple may have, Middle Temple may retain the Damage Deposit (or such part of the Damage Deposit as Middle Temple reasonably determines is appropriate) in the event of any loss or damage to the Venue and/or Premises including any equipment, fixtures and fittings or furniture located within the Venue and/or Premises (but excluding fair wear and tear) pursuant to any act or omission of the Hirer or its Invitees, or by way of set off of any other sums owing to Middle Temple pursuant to this Agreement.
- 4.5. Subject to Clause 4.4, Middle Temple shall return the Damage Deposit to the Hirer exclusive of any interest, within 30 days after the Event Date (or within 30 days of cancellation of notification of cancellation of the Event).
- 4.6. The Initial Payment shall be non-refundable (including in the event of cancellation by the Hirer).

5. Facilities/Services to be provided

- 5.1. Middle Temple shall provide only those services, utilities and facilities as are specified in the Contract Document or otherwise agreed in writing between the parties. Middle Temple shall not be liable for any failure or interruption of any services, or for any failure of any utilities or facilities to be in proper or working order where any such failure or interruption is caused by:
 - 5.1.1. necessary repair, replacement or maintenance of installations or apparatus;
 - 5.1.2. damage or destruction of them, mechanical, electrical or other defects or breakdowns, frost or other inclement conditions;
 - 5.1.3. shortage of fuel, materials, water or labour;
 - 5.1.4. Middle Temple's compliance with Government rules, regulations or guidelines; or
 - 5.1.5. anything beyond Middle Temple's control.
- 5.2. Middle Temple warrants that it owns and manages the Premises and retains legal possession and control of it at all times.
- 5.3. The Hirer shall only be permitted access to the Premises at the times set out in the Contract Document, or such other times as are agreed by Middle Temple in writing.
- 5.4. The booking of Middle Temple for the Event is not an exclusive booking. Middle Temple may itself use, or authorise others to use, the Premises at the same and at all other times. Hirer shall not do anything which may interfere with any use by Middle Temple or any person authorised by Middle Temple to use the Premises.

6. Hirer Warranties

- 6.1. The Hirer hereby warrants, undertakes and agrees that:
 - 6.1.1. it will act in good faith towards Middle Temple and shall not bring Middle Temple or any of its residents into disrepute or use or otherwise make unauthorised reference to Middle Temple's Intellectual Property Rights including, without limitation, its name, logos and trademarks;
 - 6.1.2. it shall not use any parts of the Premises which are not the Venue, without the prior express and written consent of Middle Temple; and then only to the extent of that consent; and
 - 6.1.3. no changes additions and alterations in or to the Venue and/or Premises' interior/exterior and/or the contents thereof may be made except as shall have been agreed in advance in writing with Middle Temple, all of which shall be of a temporary nature only and the Hirer undertakes immediately at the end of the Event to restore the said Venue and/or Premises to its condition before any such changes additions and alterations or, at Middle Temple's sole discretion, to meet the full cost of restoration.
- 6.2. The Hirer shall, and shall procure that its Invitees and all other persons on the Premises with its permission shall:
 - 6.2.1. comply with all relevant government guidance and advice, statutes, by-laws, regulations, health and safety requirements, applicable codes of practice, fire regulations and other matters affecting the Venue and/or Premises (including but not limited to the Event Guidelines and any relevant COVID-19 protocols Middle Temple may put in place from time to time as a result of government guidance and advice) and ensure that all equipment brought into the Venue and/or onto the Premises will be compliant in all respects with all applicable health and safety legislation;
 - 6.2.2. observe at all times any reasonable restrictions or conditions which Middle Temple or its authorised personnel wish to impose in relation to any matter concerning the Event including (without limitation) access, supplies, parking, movement of vehicles and routing of power leads;

- 6.2.3. ensure that noise levels during the Event do not exceed those permitted by any competent regulatory authority including The City of London Corporation and in particular do not cause any nuisance or disturbance to the areas surrounding the Premises;
- 6.2.4. keep safe and free from damage or loss the chattels in and fabric of the buildings in the Venue and/or at the Premises;
- 6.2.5. refrain from smoking or consuming any banned substances at or near the Premises save for in designated smoking areas (including the Middle Temple gardens);
- 6.2.6. not bring any animal of any kind on to any part of the Premises; and
- 6.2.7. not use anywhere on the Premises any hazardous or flammable materials not approved by Middle Temple in advance and not undertake any activities which may endanger the safety of staff or members of the general public or others during the course of the Event.

7. Force Majeure

- 7.1. If Middle Temple determines that the availability of the Premises for the purposes of the Event is prevented, interrupted or materially interfered with by reason of an event whether or not existing, known or foreseeable as at the date of this Agreement or thereafter including but not limited to the COVID-19 outbreak or any other epidemic/pandemic or spread of infectious diseases, fire, casualty, accident, act of God or the Queen's enemies, strike, lockout, labour conditions, unavailability of materials transportation power or other commodity, delay of common carrier, civil disturbance, riot, war or armed conflict (whether or not there has been an official declaration of war), judicial order or enactment, or governmental advice or actions, the death of the monarch or a senior public figure, or any other cause, occurrence or event not within Middle Temple's control (**Force Majeure Event**), then Middle Temple shall be entitled to terminate the Agreement immediately by written notice to the Hirer.
- 7.2. Subject to Clause 4.4, in the event of termination under Clause 7.1 above Middle Temple shall return the Damage Deposit (exclusive of any interest and costs incurred by Middle Temple in relation to the Event) and the Initial Payment (or such part thereof that relates to dates following termination of this Agreement) to the Hirer within 30 days of such written notice of the Force Majeure Event. The Hirer shall be required to immediately vacate the Premises and Middle Temple shall be under no further liability to the Hirer.

8. Cancellation, Postponement and Termination

- 8.1. All notices by the Hirer of postponements or cancellation of an Event must be in writing to the Events Department.
- 8.2. If the Event is cancelled by the Hirer for any reason within the following time periods, the Initial Payment shall be forfeited and the following percentage of the Total Fee shall immediately become due to Middle Temple:
 - 8.2.1. More than 6 months before the Event: 5% of the Total Fee;
 - 8.2.2. 3 to 6 months before the Event: 10% of the Total Fee;
 - 8.2.3. 2 months up to 3 months before the Event, 20% of the Total Fee; or
 - 8.2.4. Less than 2 months before the Event, the Total Fee (including the Initial Payment).
- 8.3. If the Hirer postpones the Event within three (3) months of the date of the Event then the Hirer will be charged 20% of the Total Fee, and if the Hirer postpones the event more than three (3) months prior to the current date of the Event then the Hirer will be charged 10% of the Total Fee.
- 8.4. If the Hirer postpones the Event within 30 days of the date of the Event, such postponement shall be treated as a cancellation and Clause 8.2.4 shall apply.
- 8.5. The parties hereby agree that the charges detailed in Clauses 8.2 to 8.4 represent a genuine and reasonable pre-estimate of Middle Temple's loss in the given circumstances.

- Middle Temple shall endeavour to mitigate its losses by replacing the hire with another and shall reduce the costs payable by an appropriate amount if an alternative event is secured.
- 8.6. If the Event is postponed by the Hirer to a future date in accordance with Clause 8.3 then the Initial Payment will be applied towards the future hire.
 - 8.7. Given the age of certain buildings within the Premises Middle Temple may terminate the Agreement at any time if urgent unforeseen remedial works are found to be necessary but will use reasonable endeavours to find a suitable alternative venue should this situation arise. If it is not possible to find such a venue the Initial Payment (and any Damage Deposit, if applicable), will be repayable in full but Middle Temple will be under no further liability to the Hirer.
 - 8.8. Middle Temple will be entitled to terminate the Agreement immediately by written notice to Hirer:
 - 8.8.1. if Hirer is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction;
 - 8.8.2. if Hirer ceases, or threatens to cease, to carry on business;
 - 8.8.3. if Hirer fails to pay the Fees or any part of it in accordance with the terms of this Agreement;
 - 8.8.4. if Hirer acts in such a way as to, in the reasonable opinion of Middle Temple, prejudice the reputation of Middle Temple;
 - 8.8.5. if Hirer, being an individual, dies or is made bankrupt;
 - 8.8.6. if Hirer commits or, in the reasonable opinion of Middle Temple, is expected to commit a serious or persistent breach of the Agreement; or
 - 8.8.7. if Middle Temple determines (in its reasonable opinion) that the Event is of a nature which materially conflicts with the interests of Middle Temple or which may offend public morals or decency.
 - 8.9. Termination shall be without prejudice to the rights or either party accrued at the date of such termination.

9. Payment of invoices/Charges incurred

- 9.1. All Fees are payable in full by the Hirer without set-off, reduction, counterclaim or withholding on or before the dates set out in the Payment Schedule and shall be deemed received only when received by Middle Temple in full and in cleared funds.
- 9.2. If the cost to Middle Temple of providing the Venue increases as a result of any breach of this Agreement by the Hirer, or the supply of incorrect or inadequate information by the Hirer, or any change to the law, such increase shall be added to the Fees payable. Middle Temple shall notify the Hirer as soon as reasonably practical in advance of any such increase.
- 9.3. Any additional services which Middle Temple provides at the request or with the agreement of the Hirer which is additional to that specified in the Contract Document shall be charged at Middle Temple's then-prevailing rates, available from Middle Temple on request, unless otherwise agreed in writing between the parties.
- 9.4. Middle Temple will render invoices to the Hirer in accordance with the Payment Schedule, or otherwise at it deems necessary. One month prior to the Event a final invoice for the anticipated cost of the Event will be sent to the Hirer. All invoices sent to the Hirer must be paid within fourteen (14) days of the date of such invoice in Pounds Sterling by direct bank transfer to a bank account nominated by Middle Temple or by credit card (subject to

additional charges), time for payment being of the essence and the final invoice rendered hereunder must be settled in full prior to the Event taking place.

- 9.5. Middle Temple shall issue an invoice for any Additional Costs incurred in respect of the Event as soon as practicable after the Event and such invoice must be settled by the Hirer within 14 days of the date of such invoice. Middle Temple shall use reasonable endeavours to contact the Hirer to process any refund or overpayments due to the Hirer within 30 days of the Event taking place. Should any refund or overpayment remain unclaimed after 6 months of the Event taking place, Middle Temple reserves the right to transfer any unclaimed amounts to the Middle Temple scholarship fund.
- 9.6. If the Hirer fails to pay any part of the Fees in accordance with this Agreement then, without prejudice to any other right or remedy available to Middle Temple:
 - 9.6.1. Middle Temple may terminate the Agreement and cancel the Event with no further liability to the Hirer; or
 - 9.6.2. Middle Temple may charge interest on the overdue amount at (i) a rate of 2.5% per annum above the Bank of England base rate, such interest to accrue on a daily basis and be compounded quarterly; or (ii) the rate specified by virtue of the Late Payment of Commercial Debts (interest) Act 1998, at Middle Temple's option, and interest shall be payable by the Hirer forthwith on demand, from the due date of payment up to the date of actual payment, after as well as before judgment.

10. Liability, Indemnity and Insurance

- 10.1. The Hirer agrees (if so required by Middle Temple at the time when it accepts the booking) to take out and maintain the following insurances with a reputable insurance company approved by Middle Temple for the duration of the Event:
 - 10.1.1. all risks cover for its own property; and
 - 10.1.2. employer's and public liability insurance cover with a limit of not less than £10 million. The Hirer will provide evidence from its insurer or insurance broker that the said insurances are in place by not later than two weeks in advance of the Event.
- 10.2. Middle Temple reserves the right to request additional insurance cover at the Hirer's expense in the event that it deems the activities scheduled to take place may require additional cover.
- 10.3. Middle Temple will maintain the following insurances:-
 - 10.3.1. all risks cover for its own property; and
 - 10.3.2. employer's liability and public liability cover with limits of not less than £10million.
- 10.4. If requested Middle Temple will provide evidence from its insurer or insurance brokers that the said insurances are in place.
- 10.5. Without prejudice to any rights or remedies of Middle Temple, the Hirer shall be liable for and shall indemnify and shall keep Middle Temple and its officers, employees and agents indemnified against all liability for loss, costs (including legal costs on a full indemnity basis), fees, damages, expenses or other monies incurred or suffered by Middle Temple arising out of or in connection with the Event including, without limitation:
 - 10.5.1. liability incurred as a result of any claim or threatened claim for injury to any person or damage to any property or otherwise whatsoever by any visitor to the Middle Temple or the staff, agents or subcontractors of Middle Temple or any Invitees of the Hirer or any other person whatsoever in connection with the Event arising out of any act or default of the Hirer, its Invitees or persons acting under its instructions or on its behalf or arising out of any defect in or accident caused by the effects, equipment and other property of the Hirer;
 - 10.5.2. any advice or information given or omitted to be given by the Hirer;
 - 10.5.3. any breach of third party rights, including Intellectual Property Rights;
 - 10.5.4. anything done or omitted to be done under this Agreement by the Hirer or any breach of warranty by the Hirer;

- 10.5.5. any other acts or omissions of the Hirer; and
- 10.5.6. any damage to the Premises, its equipment, contents or fittings by the Hirer.
- 10.6. The only liability of Middle Temple is that set out in this Agreement.
- 10.7. Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury caused by a party's negligence or any other liability which cannot be excluded or limited by applicable law.
- 10.8. Middle Temple will not be liable to the Hirer under this Agreement in contract, tort or otherwise (including any liability for any negligent act or omission) for:
 - 10.8.1. loss of revenue;
 - 10.8.2. loss of actual or anticipated profits;
 - 10.8.3. loss of contracts
 - 10.8.4. loss of anticipated savings
 - 10.8.5. loss of business or opportunity
 - 10.8.6. loss of goodwill or reputation; or
 - 10.8.7. indirect or consequential losses,howsoever arising out of or in connection with, the performance of its obligations or any breach of its obligations under this Agreement, whether or not such loss or damage is foreseeable, foreseen, or known.
- 10.9. Subject to Clause 10.7, the maximum total liability of Middle Temple in contract, tort or otherwise (including but not limited to any liability for any negligent act or omission) for loss or damages which are not otherwise limited or excluded under this Agreement howsoever arising out of or in connection with the performance or observance of its obligations or any breach of its obligations under this Agreement will be limited to an amount equal to the total sums actually received by Middle Temple from the Hirer under this Agreement.
- 10.10. Middle Temple shall in no event be liable for any loss or damage to the Hirer or its Invitees for any property, equipment, personal belongings or other effects (including motor vehicles) of the Hirer or any guest whilst on the Premises.

11 Damage

- 11.1 Middle Temple shall use reasonable endeavours to notify the Hirer:
 - 11.1.1 within two (2) days after the Event of any damage by the Hirer (or any guest or the Hirer or any person permitted to be on the Premises by the Hirer) to the Premises, its equipment, contents or fittings; and
 - 11.1.2 within one (1) month after the Event the cost of repair of such damage.
- 11.2 The Hirer shall be liable for and shall, as soon as possible, make good all damage occurring to the Venue and/or Premises, its equipment, contents or fittings occasioned by the Hirer, its Invitees or any person permitted to be on the Premises by the Hirer or otherwise arising out of or in connection with the Event whether or not it has been notified to the Hirer within the time limits specified in Clause 11.1. Middle Temple shall be entitled to undertake all cleaning and/or repairs to the Venue and/or Premises as it deems in its sole discretion to be it necessary and the Hirer shall be solely responsible for the cost of all such cleaning and repairs.

12 Third Party Suppliers

- 12.1 The Hirer may not, without the prior written consent of Middle Temple:
 - 12.1.1 use any services other than those provided by Middle Temple at the Venue;
 - 12.1.2 consume any food or beverages not supplied by Middle Temple at the Venue; or
 - 12.1.3 use or allow access to any third party suppliers of services to the Venue.

13 Partnership/Landlord and Tenant

- 13.1 Nothing contained in this Agreement shall be construed to create any partnership or joint venture relationship between the parties.
- 13.2 Nothing in this Agreement creates or purports to create a relationship of landlord and tenant between the parties.

14 Rights of Third Parties

- 14.1 Notwithstanding anything elsewhere in this Agreement, nothing contained in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

15 Confidentiality

- 15.1 Each party shall keep confidential all information (written or oral) acquired by a party (whether before or after the date of this Agreement and whether directly or indirectly) as a result of negotiating, entering into or performing the Agreement relating to the business or affairs of the other party and shall not disclose such information to third parties (other than professional advisers) without the prior written consent of the other party, except where required by law or where such information is in the public domain (other than by reason of breach by that party).

16 Assignment

- 16.1 The Hirer shall not assign or sub-licence its rights under this Agreement to any third party without Middle Temple's prior written consent.

17 Illegality

- 17.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

18 Jurisdiction

- 18.1 This Agreement (and any non-contractual matter arising out of or in connection with it) shall be governed and construed in all respects in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

19 Entire Agreement and Variation

- 19.1 This Agreement shall constitute the entire agreement between the parties and shall supersede any previous agreements and understandings, whether in writing or otherwise.
- 19.2 Any variation of this Agreement by either party after the date of signature shall only be by the written consent of both parties.

20 Survival

- 20.1 The provisions that are either expressed to survive expiry or termination of the Agreement or from their nature or context it is implied that they are to survive such termination, shall survive termination of the Contract.

21 Waiver

- 21.1 Failure or forbearance by either party to exercise any right or remedy under this Agreement shall not be deemed a waiver of that right or remedy.

