

# TERMS AND CONDITIONS

## FOR ROOM AND EXHIBITION HIRE AT COMPASS THEATRE, WINSTON CHURCHILL THEATRE, GREAT BARN RUISLIP AND MANOR FARM SITE

Thank you for booking a room with us. Below are the basic conditions for room hire. There are more detailed terms and conditions attached. All clients must abide by these terms.

### BASIC TERMS

- The times you book must include set up and pack up time. If you over-run or go in early you will be charged extra hours at penalty rate (see rate card).
- Please leave the room laid out as you found it
- For basic room hires we do not lay out the furniture for you, but we can tell you what furniture is supplied for you to use - this is normally supplied stacked
- Please always abide by the instructions of any duty staff who are working during your hire
- If your activity is open to the public, you must have Public Liability Insurance, and a suitable arrangement over First Aid (either a first aider or an “appointed person”)
- Please familiarise yourself with the position of fire exits, and the assembly point
- Do not use naked flames in any of our buildings, except small birthday candles

### FEES AND CANCELLATIONS

- All bookings are charged at the ratecard for the year the booking is in.
- once your booking is confirmed with a deposit or an acceptance of terms, it is not possible to change the date(s) of your booking. Deposits are non-refundable in the event of cancellation.
- Cancellations made with less than 3 months to the first date of the hire have to pay 50% of the total cost of the booking as it stood when cancelled.
- Cancellations (or partial cancellations of individual dates or times) made with less than 6 weeks to the first date of the hire have to pay the full cost of what was booked originally.
- Additional hours may be requested after confirming your booking. This is subject to availability of spaces and staff.
- Hillingdon rates are only available when the contact/billing address is within the London Borough of Hillingdon.

### SPECIAL TERMS FOR UNSUPERVISED HIRES

- Keys must be returned to the library or office immediately after each use of the room
- Lost or late-returned keys are charged at £20 per key per occasion

### SPECIAL TERMS FOR EXHIBITIONS IN THE COW BYRE

- In addition to the room hire, there is a 20% plus VAT commission charge and all sales must be reported
- Missing hooks are charged at £20 per hook.

## SERVICES INCLUDED

Location	What's included?	NOT included	Accessibility and parking
<b>Compass Theatre and Ickenham Hall Rooms</b>	Room and chairs	<del>use of kitchen cups and saucers tea, coffee, milk (unless bar is open) tea-making equipment</del>	Limited on site, shared with all other users of the building. Ickenham Station car park is opposite (pay and display)  Compass Drawing, Hilliard, Tate and Long Rooms are only accessible via stairs.
<b>Manor Farm Community Hut, Manor Farm House Provost's Parlour, Provost's Chamber and Yellow Room</b>	Room and chairs Use of the kitchen area	<del>cups and saucers tea, coffee, milk tea-making equipment</del>	St Martin's Approach Car Park (pay and display Mon-Sat 8am - 6.30pm, free at other times)  Manor Farm House Provost's Chamber and Yellow Rooms are only accessible via stairs
<b>Manor Farm Stable</b>	Room, chairs and tables Exclusive use of toilets Use of water heater Use of microwave oven and hob Use of fridge	<del>cups and saucers tea, coffee, milk</del>	St Martin's Approach Car Park (pay and display Mon-Sat 8am - 6.30pm, free at other times)
<b>Cow Byre Exhibition Hires</b>	Room, chairs and tables Picture hooks	<del>cups and saucers tea, coffee, milk</del>	St Martin's Approach Car Park (pay and display Mon-Sat 8am - 6.30pm, free at other times)

## HOW TO GET IN ON THE DAY OF YOUR HIRE

Location	How to get access
<b>Compass Theatre and Ickenham Hall Rooms</b>	No key required. The building and the room will be open ready for you.
<b>Manor Farm Community Hut and Stables</b>	<i>Birthday Parties in the Stables:</i> The Duty Officer will let you into the building at your start time and lock up at your finish time.  <i>Unsupervised Community hires:</i> You should pick up the key from Manor Farm Library before your hire starts. If the library is closed during your booking, you need to pick it up during opening times. Library opening times are Monday-Thursday: 0900-2000, Friday: 0900-1730, Saturday: 0900-1700  <i>Long term hirers:</i> you may be issued with your own key to use, subject to availability
<b>Manor Farm House Provost's Parlour and Chamber</b>	<i>Most hirers:</i> The Duty Officer will let you into the building at your start time and lock up at your finish time.  <i>Long term hirers:</i> you may be issued with a key to use and instructions for unsetting the alarm.
<b>Cow Byre Exhibition Hires</b>	<i>All exhibitors:</i> You should pick up your keys and the picture hooks from Manor Farm Library before closing time at 5pm on Saturday (the day before your booking starts).

# FULL TERMS AND CONDITIONS

## FOR ROOM AND EXHIBITION HIRE AT COMPASS THEATRE, WINSTON CHURCHILL THEATRE, GREAT BARN RUISLIP AND MANOR FARM SITE

### INDICIA

- Accepting these terms implies you have read and fully understood the conditions outlined in the contract and enclosed schedules and that you and any members of your company or organisation agree to abide by all the terms and conditions contained therein.
- Failure to return any of the documents or provide all the information required therein by the stipulated deadlines may have an adverse affect on the event, as it may not be possible to conduct safety and risk assessments or obtain necessary approvals in time.
- The confirmation by the client of any booking, either by payment of a deposit, signature or online declaration shall be understood by both parties as a full acceptance of all the terms and conditions as stated herein and in any attached contract documentation and an agreement on behalf of the client to abide by them.
- Please ensure that all members of your company, and anyone else you are working with are advised about and comply with all the conditions of hire. Please also ensure all enclosed sections of the contract have been read and fully understood by all those concerned.

### TERMS AND CONDITIONS

1. The Council may from time to time make alterations to these terms and conditions, which may take immediate effect, and shall advise the client of revisions to these terms and conditions.
2. The Council will supply to the client the use of spaces at its venues (hereinafter referred to as "the premises") as further defined by correspondence with the client
3. This agreement shall extend to all usage or periods of usage of the premises or services that the Council shall explicitly and in writing acknowledge as falling within the scope of this agreement (hereinafter referred to as "the letting periods") through the issuing of a booking number.
4. This agreement shall extend to all services that the Council acknowledges fall within the scope of this agreement (herinafter referred to as "the agreed services")
5. The Council will supply to the client, non-exclusively, the agreed services
6. The duration and extent of the letting periods and the agreed services shall exclusively be that which is acknowledged in writing by the Council
7. Notification by the client to the Council of the desire to use any service or space in the premises without subsequent written acknowledgement from the Council of its willingness or ability to provide such services or spaces shall not be sufficient to secure access or create any enforceable claim in respect of hire of the premises or provision of services
8. Charges payable by the client shall be applied according to ratecards (hereinafter referred to as "the applicable ratecards") as the Council shall explicitly confirm, prior to issuing any demand for payment, as applying to the letting period or any individual part of the letting period
9. The Council agrees to let space and/or provide services upon and subject to the terms and conditions contained within all the schedules and documentation which form an integral part of and are included with this agreement
10. This agreement shall not be construed or taken as forming a partnership or tenancy between the parties hereto
11. The Council may at its discretion, and with the client's agreement, grant particular responsibilities to persons who are members of the client's company or party, (hereinafter referred to as "authorised persons")
12. The client shall:
  - a. IN GENERAL
    - i. not assign or purport to assign the benefit of this agreement
    - ii. pay the Council in accordance with the conditions of hire and applicable ratecards, fees for hire and

other services as shall fall into the scope of this agreement, subject to the terms below relating to cancellation

- iii. make payments in accordance with deadlines as the council shall lay out
- iv. undertake responsibility for ensuring that all persons who are assigned any responsibilities by the client in relation to the client's use of the Council's premises and services understand the totality of their obligations as defined in this agreement, if necessary supplying copies of the relevant sections of this agreement and other terms and conditions issued by the Council
- v. deliver to the Council in accordance with any deadlines as shall be provided in this agreement or otherwise by the Council, all documentation which the Council requires to be completed.
- vi. designate a single person to be the Council's sole point of contact for all matters relating to this agreement, and provide telephone, postal address and email contact details for this person
- vii. prior to confirmation of the booking, provide sufficient details about the client to enable the Council to determine which ratecards shall be appropriate to apply in accordance with its policies

b. IN RESPECT OF DEPOSITS AND CONFIRMATION OF BOOKING

- i. For room hires, pay to the council in advance the fees for the whole letting periods from the applicable ratecard, according to deadlines specified by the council
- ii. For exhibitions at the Cow Byre, pay to the Council the deposit that the council shall specify in order to secure any dates falling under this hire. Failure to pay this deposit, or the forfeiture of any payment held on account in lieu of a deposit shall result in the cancellation of the client's hold on the dates in this agreement.

c. IN RESPECT OF USE OF SPACES ON THE PREMISES

- i. provide in writing, in accordance with deadlines specified by the council, the full details of access to space required, including all rooms and areas to be included in the letting periods, layouts, dates, and start and end times for bookings, and taking account of minimum booking periods as specified on documentation provided by the Council
- ii. take responsibility for ensuring that the time requested to be included in the letting periods is adequate for all needs, including any set up. rehearsal or get-out time required
- iii. not be entitled to the supply of a layout not specified six weeks in advance of the first date of the booking periods
- iv. take responsibility for ensuring the confirmed booking dates and times are confirmed by the Council to their satisfaction prior to the commencement of the letting periods.
- v. not make use of, nor be entitled to access to the premises outside of the letting periods.
- vi. not make use of, nor be entitled to access any part of the premises not explicitly included in the hired spaces
- vii. vacate the premises by the time specified as the end of the letting periods (or any discrete part thereof), or else pay penalty charges as are laid out on the ratecard deemed by the Council to apply to this hire
- viii. not unreasonably reject an offer by the Council of access to an alternative space made by the Council at any time up to and including the letting periods in consequence of the non-availability for whatever reason of a space previously agreed by the Council to be included in the letting periods, and pay in such a case the rate originally agreed for the space first offered or the amount specified for the alternative space on the applicable ratecard, whichever is the lower
- ix. permit the entrance of Council staff into any space hired by the client at any time

d. IN RESPECT OF SAFETY AND SAFEGUARDING

- i. be responsible for their own health and safety and take all reasonable care for their own safety, and the safety of others who may be affected by their actions, omissions, or by the use or misuse of any property or equipment belonging to them, their company and/or members and supporters of their company or group.
- ii. comply with any instructions for safety as shall be issued at any time by any member of Council staff, or be displayed on signage at the premises

- iii. where they are the last to leave a staffed premises, undertake where requested to provide at least one fit and suitable person to remain behind with the duty manager for the completion of the lock-up and alarm setting process
  - iv. report to Council staff any accidents or use of the first aid kit that occurs during the letting periods
  - v. ensure that any children under the age of seventeen attending or participating in activities undertaken by the client are supervised by a responsible adult at all times during the letting periods, and when on the premises at large between discrete letting periods.
  - vi. indemnify the Council in respect of claims for damages, proceedings, costs and expenses of any description arising from the client's usage of the premises
  - vii. not obstruct any fire exit, or prop open, or obstruct the full closure of any door
  - viii. permit to be disconnected and/or removed any item of electrical equipment which has not been Portable Appliance Tested or is in the assessment of a member of council staff unsafe, and to comply with any request to desist from using such equipment
- e. IN RESPECT OF LICENSING, PRIVACY AND COPYRIGHT
- i. not make use of any recording equipment (cameras, video cameras, sound recording equipment) on the premises without the prior permission of the Council
  - ii. not make use of any TV receiving equipment without the prior permission of the Council
  - iii. indemnify the Council against any claims in respect of copyright infringement relating to the performance, reproduction, sharing or showing of copyrighted material on the premises
  - iv. pay to the council PRS fees in accordance with the applicable ratecards that are notified by the Council as applicable to the hire, or as otherwise explicitly defined by the Council in writing.
- f. IN RESPECT OF NUISANCE OR INCONVENIENCE TO THE PUBLIC, STAFF OR OTHER CLIENTS
- i. not make excessive noise during a hire, and alert the Council at the time of signing this agreement to the potential for unusually high levels of noise during the letting period
  - ii. ensure that attendees leaving the premises do so in a reasonably quiet and orderly manner
  - iii. act in a respectful and non-abusive manner to Council staff and other users of the premises
- g. IN RESPECT OF TIDINESS AND RESPONSIBLE USE (BUILDINGS)
- i. not carry out any alterations to the fabric of the premises or to equipment or furniture within the premises nor to fix or cause to be fixed any apparatus equipment notice or decoration without the previous consent of the Council
  - ii. take responsibility for all removal of any furniture or equipment supplied as standard with the hired spaces, and undertake to replace these in their original positions by the end of the booking or otherwise make arrangements at least six weeks prior to the date of the hire to pay additional charges for their removal.
  - iii. keep the premises and any council equipment utilised by the client clean, tidy, and in good repair and working order, subject to reasonable and ordinary wear and tear
  - iv. compensate the Council at rates to be determined by the Council, which shall not be unreasonable, for loss, damage or depreciation of any item owned by the Council which is used by the client in the course of the letting period.
  - v. report to the Council and take responsibility for any breakage or damage to the contents and/or structure and fabric of the premises however caused, including the loss of any equipment and furniture on the premises by neglect or otherwise by members of the client, its employees, servants or agents
  - vi. in the event of unauthorised alterations taking place, undertake to make such changes at its own expense and to restore the fabric equipment and furniture of the premises to their state at commencement of hire.
  - vii. at the end of the letting periods, leave the premises in the condition as required by this agreement, or else pay such cleaning charges and/or additional storage costs as laid out in the applicable ratecard and additional fees for repair set at the sole discretion of the Council
  - viii. remove from the premises all property brought on to the premises by the client, its agents, employees or by any person acting under the authority or associated with the client, or else pay storage and cleaning costs as defined in the applicable ratecard

- ix. make no alterations or additions to the lighting, heating, seating, fixtures or fittings or other arrangements that constitutes as being the fabric of the premises
- x. not drive bolts, screws, nails, pegs or tacks into any part of the intrinsic fabric of the premises.
- xi. not bring any article of an inflammable or explosive nature into the vicinity of the premises without the prior knowledge and explicit consent of the council

h. IN RESPECT OF ACTIVITIES WITH ATTENDEES OTHER THAN MEMBERS OF THE CLIENT, E.G. PERFORMANCES AND EXHIBITIONS

- i. obtain its own public liability insurance for all events which are to take place on the premises, with the amount of cover being no less than £5 million if during any part of the letting periods the client undertakes activities (whether educational, social or artistic) that shall be advertised as available to the public in any way, or where attendance shall be charged, or where a performance of any kind shall be given
- ii. provide the Council whenever requested with a certificate showing that public liability insurance is in place for the whole of the letting periods
- iii. concede to the council sole discretion, agree to comply with, and waive the right to challenge the council's decisions in the following circumstances:
  - 1. where the content of a production or an activity undertaken at the premises may not be suitable for certain types or ages of person, and the council introduces admissions policies to exclude certain types or age of people
  - 2. where activity undertaken by the client may be reasonably regarded as hazardous, or likely to cause a hazard, and the council introduces admissions policies to prevent any person from attending whom it considers to be at risk or to advise hazards to any person according to the direction
  - 3. where the content and reputation of any performance or activity might bring the Council into disrepute, and the Council requires modifications to or the cessation of performances or activity
  - 4. the admission of any person, whether holding a ticket or not, to the premises
  - 5. the expulsion or a request to leave of any person, whether holding a ticket or not, without the issue of a refund
- iv. pay to the Council a percentage of the sale of any merchandise or art, at the percentage specified in the applicable ratecard (with merchandise not including programmes or raffle tickets), except at the discretion of the Council as expressed in writing.

i. WHERE THE CLIENT HOLDS A KEY FOR ANY SPACE

- i. nominate an authorised person or persons to hold a key for the premises, whose authorisation will be subject to the consent of the Council, and which may be revoked at the sole discretion of the Council at any time without notice
- ii. ensure that all authorised persons have received instruction from the council in all procedures around opening and locking the premises
- iii. maintain vigilant supervision of all persons they admit to the building
- iv. never allow members of the public into any space without supervision by the client
- v. indemnify the council against any claim for damages, including those made by third parties, resulting from the client admitting any person to the building outside of staffed hours, including the client's own staff, outwith the council's normal duty of care
- vi. ensure a risk assessment and control measures are in place for lone working by any of the client's staff, contractors or visitors
- vii. whenever required by the Council, return and account for all keys issued by the council
- viii. undertake not to give access to keys to the premises or alarm codes to anybody apart from persons authorised by the Council
- ix. maintain a list of those thus authorised and record the dates of issue of any keys and alarm codes
- x. not take any other key relating to the premises off site
- xi. not make a copy of any key relating to the premises
- xii. indemnify the council in respect of claims for damages, including those made by third parties, resulting

from the client's failure to adhere to any provision in this agreement

j. RELATING TO THE PROVISION OF SERVICES BY THE COUNCIL

i. PUBLICITY

1. IN GENERAL

- a. indemnify the council in respect of claims for damages, proceedings, costs and expenses arising from the unauthorised or unlicensed use of copyrighted material provided by the client for use by the Council and its sub-licencees for promotion of the event or the sale of its tickets.
- b. notify the Council prior to the deadline for inclusion in the seasonal brochure whether it intends to seek such inclusion

2. THE ESSENTIAL PUBLICITY PACKAGE - STANDARD DEAL

- a. If buying the Council's essential publicity package, the client shall:
- b. provide to the Council, in accordance with deadlines specified by Council staff, all advertising and publicity material including programme and press statements in connection with the event.
- c. provide images at a sufficient resolution to be used and copy at a an appropriate length to be used in the outlets specified by the Council
- d. be responsible for ensuring that all material provided is either free of copyright or appropriately licensed by the copyright and underlying rights holders to the client for all the uses described in this contract, and that all appropriate and legally required written permissions have been obtained from the subjects of images or their parents or guardians to enable the Council to use the images for the purposes described in this agreement
- e. hereby licence all such material for the Council to use and further sub-licence without restriction worldwide for purposes including but not limited to:
  - i. publicising the client's event
  - ii. publicising similar events in the future
  - iii. creating illustrated listings on websites owned by third parties
  - iv. reporting on arts activity within the Council
  - v. storing and publishing an archive of arts activities in a publicly accessible format
- f. grant permission to the Council to amend or edit images and text provided for publicity purposes for purposes including but not limited to consistency of style, quality and appropriateness of language or imagery for the targeted audience, and for such amendments to be made without the final approval of the client
- g. undertake and be responsible for the production, distribution and cost of all programmes and other publicity material relating to the event

13. The Council shall:

- a. Specify, prior to the issuing of any bill or settlement, the ratecard or ratecards that will be used to calculate costs, and provide a copy to the client of the applicable ratecards
- b. have the right to cancel without further obligation any booking specified in the letting periods if the client is not in good standing in respect of debts to the council from another agreement or obligation
- c. in respect of insurance
  - i. insure itself only in respect of public liability in the event of theft, accidents, injury and accidental death, which occur through the Council's or its officers' negligence or actions. Please note the Council's policy does not insure against negligence or actions by the client or its employees and agents.
  - ii. not accept responsibility in respect of any loss, through theft or damage to goods or property left on the premises. Furthermore the Council will not be held responsible or liable for costs incurred for the storage, removal or disposal of items left on the premises after the hire period has lapsed or expired.
- d. IN RELATION TO USE OF ANY SPACE ON THE PREMISES
  - i. make available the spaces booked by the client for the client's use

- ii. confirm in writing a full roster of dates, times and spaces booked as part of the letting periods, and notify the client of the status of bookings whether provisional or confirmed
- iii. provide heat and light in the indoor spaces to a sufficient level as shall be appropriate for general use
- iv. confirm in writing to the client any change made by the council to confirmed bookings
- v. provide for any use of the premises either a member of qualified staff to act as the duty manager, who shall be able to provide access to the premises and take charge in the event of an evacuation, or alternatively give instructions to the client of the correct procedures to be followed in the event of an emergency
- vi. retain at all times the sole and exclusive right of superintendence and control of all persons on the premises
- vii. have the right to:
  - 1. offer and hire any of the hired spaces to other clients outside of the letting periods
  - 2. offer the client a non-exclusive hire of a space in the premises, for example to allow another client to store items in the space at the same time as the client shall hire the remainder of the space, but not do this in such a way as to obstruct the activities or which the client has hired the space
  - 3. refuse permission for the repositioning or removal of any item of equipment fixture or fitting on the premises
  - 4. stop any work or activity being undertaken by the client that it considers unsafe
  - 5. disconnect and/or remove any item of electrical equipment which has not been Portable Appliance Tested or is in the assessment of the duty manager unsafe, and where necessary to require the removal of the item by the client or otherwise confiscate such an item and store securely until the end of the letting periods
  - 6. under no circumstances be liable for loss or damage to properties, equipment or any other effects which have been brought onto and/or stored on the premises by the client or any member or employee of the client, even where a member of Council staff has given assurances in relation to its protection
- viii. have the right, but not the obligation to offer a suitable alternative space to the client if safety or other requirements should necessitate the withdrawal of the hire of the space initially agreed without breaching this agreement.

e. RELATING TO THE PROVISION OF SERVICES BY THE COUNCIL

i. PUBLICITY

1. (NON-CUSTOM: THE ESSENTIAL PUBLICITY PACKAGE)

- a. If the client express a desire to be included in the Essential publicity package, the Council shall provide:
  - i. if the client shall express its desire for inclusion before the specified deadline for the season brochure, a one-third-of-a-page listing in the seasonal brochure, consisting of an image and words which must be provided by the client

14. CANCELLATIONS

- a. If the client elects to cancel the whole or any part of its bookings or services under the letting periods
  - i. with more than three calendar months before the first affected booking,
    - 1. The client shall forfeit any deposit paid to the Council
  - ii. with fewer than three calendar months but more than six working weeks before the first affected booking
    - 1. the client shall pay to the Council 50% of all fees that would have been due should the booking have proceeded to its original schedule, including, but not limited to
      - a. space hire fees
      - b. duty management fees
      - c. fees for services provided by other staff
      - d. any liabilities incurred by the council on the client's behalf
  - iii. with fewer than six working weeks before the first affected booking
    - 1. the client shall pay to the Council all fees that would have been due should the booking, have



- proceeded to its original schedule, including, but not limited to
      - a. space hire fees
      - b. duty management fees
      - c. fees for services provided by other staff
      - d. any liabilities incurred by the council on the client's behalf
- b. The Council may cancel, without breaching this agreement, the whole or any part of the client's bookings under the letting periods
  - i. if the cancellation is for any of the following reasons, the client shall pay all hire fees that would have been due should the letting periods have gone ahead as normal.
    - 1. the client disregards safety advice given by the Council
    - 2. the client does not comply in a timely fashion with any obligation in this agreement
    - 3. the client does not make in a timely fashion any payment owed to the Council relating to the current or any other agreement
    - 4. the client disregards an obligation to a third party in such a way as to render the continuation of the event unconscionable by the Council
    - 5. the client through its activities or omissions breaches statute or is likely in the Council's view to breach statute
  - ii. if the cancellation is for any of the following reasons, the Council's liabilities shall be limited to refunding any fees already paid for the affected booking, which may only be a part of the fees for the letting periods at large, which shall be regarded by the client as full and final settlement for any inconvenience or loss caused by the cancellation
    - 1. the Council closes the building because severe weather or other circumstances make it unsafe to operate, even though your full event team are available to run the event
    - 2. the Council needs to use the building for a different purpose on an emergency basis
    - 3. the council is unable to provide a duty manager or otherwise staff the event in a way that meets statutory health and safety requirements, excluding the obligation to provide ushers

## 15. TERMINATION OF THE AGREEMENT

- a. The Council shall be entitled to terminate this agreement forthwith by written notice at any time, if any of the following should occur:
  - i. IN GENERAL
    - 1. the client shall be in breach of any of the terms of this agreement
    - 2. the client shall enter into any arrangement with its creditors or enter into liquidation, either voluntary or compulsory except for the purpose of reconstruction or have a receiver of any of its assets appointed or if any of the client's effects in the premises shall be seized or threatened under any execution of distraint.
    - 3. the Duty Manager or General Manager may be of the opinion that continued use may constitute an infringement of the law, the Premises Licence, or would not be in the interest of the good management of the premises. The Council may, in a matter of public importance or emergency require use of the premises. If this agreement is terminated pursuant to any of the provisions contained in this clause, the client shall have no claims for any payment by way of damages or compensation arising out of, or in respect of the termination.
    - 4. due to circumstance beyond the control of the management of the premises the premises is used or required to be used by the local authority or government for a public event or for any legitimate reason deemed to be in the interest of public protection and safety.
    - 5. the theatre premises licence shall be liable to forfeiture by reason of any act of omission or commission by the client.
    - 6. if the Council are of the opinion that continued service would constitute an infringement of the law, or otherwise not be in the interest of the good management of the Hillingdon Box Office.
  - ii. Any termination of this agreement shall be without prejudice to any right which may have previously accrued to either party.

