



# Converge Venues – Venue Terms and Conditions

Last updated: 29/10/2025

These Terms and Conditions (“Conditions”) govern the contractual relationship between Converge Venues (“Converge Venues”, “we”, “us”, “our”) and the Supplier (“you”, “your”) in relation to the provision of venue and event services. By engaging with Converge Venues, the Supplier agrees to be bound by these Conditions.

## 1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions.

1.1.1 “Booking” means the Client’s booking of the Event Services procured by Converge Venues.

1.1.2 “Booking Enquiry” means Converge Venues’ enquiry with the Supplier to assess the Supplier’s ability to provide Event Services.

1.1.3 “Business Day” means a day other than a Saturday, Sunday or public holiday in England.

1.1.4 “Commission” means the percentage of the Gross Amount payable by the Supplier to Converge Venues, excluding VAT.

1.1.5 “Contract” means the contract between Converge Venues and the Supplier incorporating these Conditions.

1.1.6 “Event Services” means the provision of hotel, meeting, or event facilities and related services.

1.1.7 “Force Majeure” means an event beyond a party’s reasonable control, including natural disasters, war, strikes, or pandemics.

1.1.8 “Gross Amount” means the total amount payable by the Client for the Event Services, inclusive of taxes.

1.1.9 “Supplier” means the person or company providing Event Services to the Client through Converge Venues.

1.2 Interpretation rules:

1.2.1 References to legislation include any amendments or re-enactments.

1.2.2 References to “writing” include email communications.

1.2.3 Headings are for convenience only and do not affect interpretation.

## 2. Basis of Contract

2.1 These Conditions apply to all Contracts between Converge Venues and the Supplier.

2.2 A Contract shall be formed upon Converge Venues issuing written Confirmation of the Booking.

2.3 No other terms or conditions issued by the Supplier shall apply.

2.4 The following order of precedence applies: (a) these Conditions; (b) the Contract; (c) the Confirmation; (d) the Booking Enquiry; (e) the Response.

### 3. Supply of Services

3.1 Converge Venues provides introduction services connecting Clients with Suppliers for Event Services.

3.2 Converge Venues shall not be liable for any acts or omissions of the Client or Supplier in relation to the Event Services.

3.3 Where a Booking is cancelled by the Client or affected by Force Majeure, the Commission shall remain payable to Converge Venues in accordance with clause 5.

### 4. Supplier Obligations

4.1 The Supplier shall:

- (a) cooperate fully with Converge Venues in all matters relating to the Booking;
- (b) provide accurate and complete information when requested;
- (c) notify Converge Venues immediately of any cancellation, changes, or overbooking;
- (d) obtain and maintain all necessary consents and licences for the Event Services;
- (e) act in good faith towards Converge Venues at all times.

### 5. Commission and Payment

5.1 In consideration for the Services, the Supplier shall pay Commission to Converge Venues at the rate stated in the Booking Enquiry.

5.2 Commission shall become due and based on the total amount invoiced to the client upon Confirmation of the Booking by Converge Venues.

5.3 Converge Venues shall issue an invoice for commission on final reconciliation from the Suppliers final invoice and following the completion of the event services

5.4 Converge Venues shall issue an invoice for the Commission, payable within 14 days of the invoice date.

5.5 Late payments shall accrue interest at 4% above the Bank of England base rate until paid in full.

5.6 All Commission amounts are exclusive of VAT and shall be paid in full without deduction or set-off.

### 6. Data Protection

6.1 Both parties shall comply with all applicable Data Protection Legislation.

6.2 Each party acts as a data controller with respect to the personal data shared for the purposes of facilitating the Booking.

6.3 Each party shall ensure it has lawful grounds for processing such data and shall implement appropriate technical and organisational measures to protect it.

6.4 Personal data shall not be transferred outside the UK or EEA without adequate protection.

### 7. Limitation of Liability

7.1 Nothing in these Conditions limits or excludes liability for death, personal injury, or fraud.

7.2 Subject to clause 7.1, Converge Venues' total liability shall not exceed the total Commission paid under the relevant Contract.

7.3 Converge Venues shall not be liable for indirect or consequential loss, including loss of profits, business, or goodwill.

## 8. Termination

8.1 Either party may terminate the Contract immediately by written notice if the other party:

- (a) commits a material breach which is not remedied within 14 days of notice; or
- (b) becomes insolvent or ceases trading.

8.2 Termination shall not affect any accrued rights or obligations at the date of termination.

## 9. Confidentiality

9.1 Both parties shall treat all business, financial, and operational information of the other as confidential.

9.2 Confidential information may only be disclosed where required by law or with the other party's written consent.

## 10. General

10.1 Assignment: Converge Venues may assign or subcontract its rights; the Supplier may not do so without prior written consent.

10.2 Notices: Notices shall be in writing and delivered by hand, post, or email to the registered address.

10.3 Severance: If any clause is held invalid, the remainder shall continue in effect.

10.4 Entire Agreement: These Conditions constitute the entire agreement between the parties.

10.5 Governing Law: This Agreement is governed by the laws of England and Wales.

10.6 Jurisdiction: The parties submit to the exclusive jurisdiction of the courts of England and Wales.