

## Terms and Conditions for Events and Services at the IET London: Savoy Place

<b>Client</b>	@Event_Company_Name@
<b>Event Start Date</b>	@Event_From_Date@
<b>Event End Date</b>	@Event_To_Date@
<b>Event Timings</b>	@Event_Start_Time@ @Event_End_Time@ [If multiple days, specify start time and end time for each day]
<b>Event (at which the Services are to be provided)</b>	@Event_Title@

### 1. Interpretation

<b>“Additional Equipment”</b>	means any electrical equipment other than that which the Manager can provide, any articles, substances, marketing collateral or other goods brought by the Client into the Venue.
<b>“Booking Sheet”</b>	means the document confirming the Client’s requirements which must be signed in order to enter into the Contract.
<b>“Charges”</b>	means the sums which the Client has agreed to pay to the Manager in respect of the Services for the Event and as detailed on the Booking Sheet.
<b>“Contract”</b>	means these Terms and Conditions together with the Booking Sheet.
<b>“Coordinator”</b>	means the Manager’s staff member who shall liaise with the Client regarding the Event and Services.
<b>“Days”</b>	means calendar days.
<b>“Delegate”</b>	means any person attending the Event.
<b>“Deposit”</b>	means all or a part of the Charges that the Manager may require the Client to pay in advance of the Event, as particularised in Clause 5.
<b>“Events Manual”</b>	means the Manager’s events manual as supplied to the Client at the same time as these Terms and Conditions.
<b>“Final Invoice”</b>	means the invoice provided to the Client after the Event to cover any charges incurred that had not been included in the Charges or other invoice before the Event.
<b>“Rooms Booked”</b>	means the rooms as identified on the Booking Sheet.
<b>“Services”</b>	means the provision of a room or other space, refreshments and catering to be provided by the Manager to the Client at the Event and as detailed on the Booking Sheet.
<b>“Manager”</b>	means IET Services Ltd, the supplier of Services at the Venue and whose registered office is at 2 Savoy Place, London, WC2R 0BL.
<b>“Owner”</b>	means the Institution of Engineering and Technology (the IET) whose registered office is at 2 Savoy Place, London, WC2R 0BL.
<b>“Venue”</b>	means 2 Savoy Place, London, WC2R 0BL and includes fixtures and fittings at this address.

### 2. Conditions for Booking

- a. The Client must specify such details of the Event on the Booking Sheet that the Manager may reasonably require.
- b. The Manager may in its absolute discretion and without providing reasons refuse to let the Venue for the Event.
- c. The Client must comply with general law and any local bye-laws. The Client must also comply with the Client’s Further Obligations under Clause 9 and adhere to any additional requirements/obligations (where applicable) as set out in the Events Manual. The Client may not, unless authorised by the Manager and the Owner, claim that the Event is endorsed or in any way approved by the Manager or the Owner. The Manager reserves the right to terminate the Contract if the Client does not comply with the provisions of this clause.
- d. The Event shall be catered by the Manager’s caterers and no other catering facility, food or drink shall be permitted in the Venue unless agreed in writing by the Coordinator for the Event, who will advise on the additional costs to be incurred.
- e. The Manager and Owner reserve the right to put in place such security and access control measures as they deem reasonably necessary from time to time.

### 3. Confirmation of Booking and Numbers

- a. All bookings will be on a provisional basis until the Manager has received a signed copy of the Contract. If the Contract has not been signed by the Client and returned to the Manager within seven Days of receipt of the Booking Sheet from the Coordinator, the room(s) may be hired out to a third party without further notice.
- b. The Charges shall be calculated according to the number of Rooms Booked, the number of Delegates attending the Event (per day), the predicted catering requirements and AV requirements as agreed and confirmed in the Booking Sheet by both parties before they sign the Contract.

- c. The Client agrees to pay the minimum service charge for each Room Booked. This will be based on the minimum number of Delegates for the relevant room/s and disclosed to the Client by the Manager prior to completion of the Booking Sheet and included in the Charges.
- d. The Client shall notify the Coordinator of the number of Delegates attending the Event at least seven Days prior to the Event Start Date. The numbers may be slightly altered by the Client (at a variance of up to 10% of the number attending) before 11am four Days prior to the Event Start Date. The Manager shall then issue the Final Invoice for the latter number of Delegates. However, if any additional Delegates attend the Event, the Manager shall issue the Final Invoice accordingly.
- e. It is the responsibility of the Client's representative at the Event to check and sign a consumption sheet provided during the Event. Should the Client fail to check the consumption sheet and thereafter dispute the Final Invoice, the invoiced amount will apply.

#### 4. Cancellation / Termination

- a. Notice of cancellation must be given in accordance with the provisions of clause 12c and will be effective on the first working Day after it is received by the Manager, subject to the cancellation fees set out below:

##### **Functions with delegate numbers of 2 to 100**

<b>Days prior to the function start date</b>	<b>Cancellation Charge</b>
Up to 90 Days	None
Between 89 Days and 60 Days	25% of the Charges
Between 59 Days and 30 Days	50% of the Charges
Less than 30 Days	100% of the Charges

##### **Functions with delegate numbers of 101 to 451**

<b>Days prior to the function start date</b>	<b>Cancellation Charge</b>
Up to 181 Days	None
Between 180 to 151 Days	10% of the Charges
Between 150 Days and 121 Days	50% of the Charges
Between 120 Days and 91 Days	70% of the Charges
Less than 90 Days	100% of the Charges

It is the Client's responsibility to ensure that notification of cancellation has been received and processed by the Manager.

- b. In the event that the Manager is able to re-let to a third party the Rooms Booked following cancellation, the Manager shall issue a credit to the Client with regard to the Cancellation Charge in respect of room hire only. Any costs incurred that cannot be recouped by re-letting including but not limited to catering or other Services costs shall not be credited to the Client. Notwithstanding the aforementioned, the Manager will not be obliged to mitigate any loss incurred due to cancellation and the Client shall remain obliged to pay the Cancellation Charge specified above unless otherwise notified in writing by the Manager.
- c. In the event of cancellation, the balance of the Charges as set out in clause 4a shall be payable immediately after the Event Start Date.
- d. The Manager reserves the right at any time to change the Event Start Date (and consequently the Event End Date), make material changes to the booked Event or to cancel or terminate a Contract for the Event due to circumstances beyond the Manager's reasonable control or force majeure; if the Manager has reasonable concerns about staff safety, the safety of the Venue or those using it; or the nature of the Event is judged to be compromising to the Venue, the Manager, the Owner, or its occupants. Neither the Manager nor the Owner shall be liable for any loss or damage arising directly or indirectly from such amendment or cancellation.
- e. In the event that the Client becomes bankrupt, ceases to trade, has a receiver appointed or makes any voluntary arrangement with its creditors, the Manager shall be entitled to immediately terminate this Contract by giving notice in writing to the Client or the Client's representative(s).

#### 5. Payment Terms

- a. The Client shall be subject to a credit check renewable on a 12-monthly basis and shall require a credit account with the Manager prior to the Event. To apply for a credit account, the Coordinator must be in receipt of a complete and accurate application on an IET 'New Customer' form at least 30 Days before the Event Start Date together with any Deposit stipulated by the Coordinator in the Booking Sheet and as specified below in this clause. The grant of a credit account is subject to credit checks, credit status and, where appropriate, to approval by the Manager's credit insurer.
- b. Non-UK companies or individuals must pay a Deposit of 100% of the Charges immediately upon signature of the Contract.
- c. For companies that pass the credit check, unless the Manager deems it necessary to apply a Deposit, the Charges will be invoiced inclusive of Value Added Tax ("VAT") immediately following the Event End Date and shall be payable by the Client to the Manager within 30 Days of the Event End Date.

- d. Credit accounts may be suspended immediately without notice if the Client fails to meet agreed credit terms or the Client's credit status deteriorates or if credit insurance is withdrawn with regard to their account. In such case, clause 5e shall apply.
- e. Should the Client fail the credit check, at the Manager's sole discretion, 50% - 100% of the Charges shall be payable immediately as a Deposit. The balance of the Charges shall be payable 30 Days prior to the Event Start Date. Any additional Services (either prior to or during the Event) must be paid for immediately by credit card before receipt of the Services.
- f. If the Client is not granted a credit account or if their credit account is suspended and they wish to make a booking less than 30 Days before their proposed Event Start Date will be required to pay 100% of the Charges in advance as a Deposit.
- g. All Deposits will include VAT and will include the Charges for all Services, including room hire, catering and equipment hire where equipment is provided by the Manager.
- h. All payment must be made in Pounds Sterling.
- i. The Manager reserves the right to request payment of a Deposit of any amount up to 100% of the value of the Charges at any time prior to the Event Start Date. In such case, failure to pay such a Deposit within 14 Days of being required to do so may result in the Event being cancelled and the Manager may re-let the Rooms Booked to a third party until such a time as the Deposit is received by the Manager to secure that function space.
- j. The Manager reserves the right to charge a 2.5% surcharge on all credit account bookings in excess of £5,000 (including VAT) paid by credit card. There is no surcharge for payments made by debit card.
- k. Should the Client contract with the Manager through an agent, the agent shall at all times be deemed to act for the Client and not for the Manager or the Owner. The Client therefore accepts full responsibility for timely payment of the Charges or Deposit.

## **6. Late payment**

- a. In the event that the Client fails to pay the Manager's invoice(s) on time, the Manager shall be entitled to charge interest on a daily basis from the date of the invoice to the date full payment is made. This shall be at 8% above base rate (Bank of England) from time to time.
- b. In the event of invoices remaining unpaid within the relevant payment term, the Manager shall be entitled to cancel the Client's outstanding bookings and all outstanding invoices will immediately become due and payable.

## **7. Booking Details**

- a. The Event shall end on the Event End Date at the time specified in the Event Timings. Should the Event continue after the specified Event Timings, the Client agrees to pay further charges for the additional period until the Client and the Delegates vacate the Venue, in addition to the Charges and any further costs specified in Clause 7b. If the Client wishes to extend the agreed Event Timings, the Client must liaise with the Coordinator or with the Manager's representative at the Event beforehand to enquire as to the continued availability of the Rooms Booked.
- b. The Client may not delay departure from the Venue, Rooms Booked, catering space and /or theatre if this causes another client's function to be delayed or cancelled. The Client shall fully reimburse all costs incurred by the Manager in case of non-compliance with this provision.
- c. The Client must consult with the Coordinator during pre-contractual negotiations regarding any particularities of the Event including but not limited to noise levels, type of event, music and entertainment; as well as any other particularity that could potentially affect any other client's function, the Manager or the Owner. The Client acknowledges that there may be other clients holding functions at the same time and it is the Client's responsibility to ensure that the Coordinator is fully informed about the Client's Event and therefore able to ensure that it is unlikely to conflict with any other function or activity at the Venue.

## **8. Equipment**

- a. Any Additional Equipment must be specified during pre-contractual negotiations. An additional charge will be incurred and will be specified on the Booking Sheet. A full list of the AV equipment held on site is available from the Coordinator.
- b. The Client may only bring Additional Equipment into the Venue with the prior written agreement of the Manager. When bringing Additional Equipment into the Venue, a full Risk Assessment and Method Statement must be submitted to the Coordinator not less than 14 Days prior to the Event Start Date. Further details are listed in the Events Manual, which also contains the Health and Safety requirements and permits to work required by the Client and their third party contractors with regard to functions at the Venue and the Client and their subcontractors, if any, shall comply with these.
- c. All Additional Equipment that is electrical must be PAT tested and must comply with safety regulations. Neither the Manager nor the Owner shall be liable for any loss or damage to such Additional Equipment.

- d. The Client will ensure that the Event can be de-rigged within the Event Timings shown on the Booking Sheet and in compliance with Clause 7.
- e. The Client may arrange for small deliveries of their Additional Equipment to the Venue subject to the Coordinator's prior written consent. These items can be accepted within a pre-agreed time frame no earlier than 2 Days prior to the Event Start Date and must be collected by the Client within a pre-agreed time frame no later than 2 Days after the Event End Date or the Manager shall be entitled to charge the Client a reasonable sum for the storage of any Additional Equipment. Any items not collected within 14 Days of the Event End Date may be disposed of safely by the Manager at the expense of the Client.

## 9. Client's Further Obligations

- a. The Client shall be clearly shown as the organising body responsible for the Event, rather than the Manager or the Owner. The Client's name and address together with a contact name, address and telephone number must appear conspicuously on any printed or electronic material issued by the Client in connection with the Event. All promotional material must specify that all enquiries should be addressed to the Client only.
- b. The Client must provide at least one host per 100 Delegates ("Host") who shall be responsible for the Delegates and shall assist with their registration and control. The Host(s) shall remain present for the entire duration of the Event and until departure of all Delegates.
- c. Unless the Manager has agreed otherwise in writing, the Client shall provide name badges for all Delegates on arrival and ensure that they are worn clearly at all times.
- d. The Manager's prior consent in writing must be obtained:
  - i. if the Client wishes to contract directly for the services of a third party in connection with the Event;
  - ii. if the Client wishes to use the logo or any images of the Manager or the Owner in marketing material or any items that are being used for or in connection with the Client's Event including in social media;
  - iii. for photography and filming at the Venue;
  - iv. for any display or advertisement that the Client wishes to put up (to include the attachment of any materials to the walls, furniture, fixtures or fittings in the Venue). As a condition of such consent being granted, the Client must ensure that the display or advertisement complies with all relevant laws, regulations and codes in force, is not deemed offensive at the Manager's reasonable discretion, and does not damage the Venue. The Client agrees to take down any such display or advertisement at the end of the Event or at request of the Manager, whichever is the earlier. The Client indemnifies and holds the Manager harmless from and against all losses, claims, costs, damages, liabilities, proceedings, fees and expenses incurred by the Manager as a direct result of or in connection with any alleged or actual infringement of any applicable laws, regulations and codes in force in respect of any display or any advertisement displayed at the Venue by the Client.
- e. If during the Event the Fire Alarm sounds, it is the responsibility of the Client's Host(s) to assist the Manager's Fire Wardens to lead the Delegates out of the Venue to the Meeting Point where the Host(s) must report to the Manager's Incident Controller and provide assurance that they have accounted for all Delegates.
- f. The Client shall immediately remove or procure the removal from the Venue any Delegate, representative, employee, subcontractor, agent or guest of the Client acting in a manner which, in the opinion of the Manager, is undesirable, inappropriate, harmful, offensive, obscene or illegal or may cause a breach of the peace. The Client shall immediately procure the cessation of any such activity in the Venue.
- g. The Client shall not do or use or bring into the Venue, suffer anything to be done, used or brought into the Venue any act or thing which may render any extra or increased premium payable for the insurance of the Venue or which may make void or voidable any policy of insurance carried by the Manager and / or Owner, including without limitation hazardous substances, articles or equipment. The Manager shall provide on request copies of insurance certificates relating to the Manager and / or the Owner.
- h. The Client shall not use, permit or suffer the Venue to be used for any illegal or immoral purpose. The Client shall not use, permit or suffer the Venue to be used for betting or gaming or for any activity requiring a licence or the consent of any authority or other third party ("Licences"), without first receiving written permission from the Manager and then obtaining such Licences, which the Client shall present to the Manager at least 7 Days before the Event Start Date.

## 10. Liability

- a. The Client shall be liable for any loss or damage in or to the Venue, including but not limited to property, furnishings, paintings and equipment by any act or omission of the Client, their Delegates, representatives, employees, subcontractors, agents or guests and the Client agrees to indemnify the Manager and Owner accordingly. The Client (and their subcontractors) shall maintain in force appropriate insurances to the value of £10million.
- b. Where the expression "Client" includes more than one person those persons shall be jointly and severally liable under the terms of the Contract.
- c. To the extent permitted by law, the Manager excludes liability for any direct or indirect loss or damage, any claim, action or proceeding, loss of profit, costs, expenses or other liability related to this Contract except for death or personal injury caused by the Manager's negligence.

- d. The Manager shall not under any circumstance be liable for any damage to or any loss of property of any kind belonging to the Client or Delegates. Cloakroom facilities are made available only on condition that the Manager and the Owner are under no liability in respect of loss of or damage to property deposited there.

**11. Legislative Requirements**

- a. The Manager is subject to statutory regulations regarding the following matters including without limitation Licensing, Fire Regulations, Health and Safety and the Environment. Clients and their Delegates, representatives, employees, subcontractors, agents and guests must therefore comply with these requirements including as may be directed by the Manager from time to time.
- b. The Client is responsible for the health and safety of its Delegates, representatives, employees, subcontractors, agents and guests throughout the duration of the Event and shall comply with all relevant legislation. Information regarding emergency procedures, safety policy and first aid arrangements is available from reception.

**12. General**

- a. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract. Nothing in this Contract shall exclude either party's liability for fraudulent misrepresentation.
- b. All bookings are subject to this Contract which may not be amended or varied without prior written agreement from the Manager's authorised representative.
- c. Any notice required to be given hereunder may be sent: by email to the Manager at [savoyplace@ietvenues.co.uk](mailto:savoyplace@ietvenues.co.uk) and shall be deemed to have been given on confirmation of receipt by the Manager; or by pre-paid first class post addressed to the last known address of the party for whom such notice is intended and shall be deemed to have been given on the second Day after posting.
- d. No failure or delay by the Manager in exercising any of their rights under this Contract shall be deemed to be a waiver of that right.
- e. Except as expressly stated in this Contract or where the Client is a consumer, all warranties and conditions implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- f. This Contract shall be governed by the laws of England and the courts of England shall have exclusive jurisdiction.

**Signed for and on behalf of the Client**

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Position** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**You must sign and return these Terms and Conditions along with the Booking Sheet to confirm your booking.  
PLEASE EMAIL TO [savoyplace@ietvenues.co.uk](mailto:savoyplace@ietvenues.co.uk)**