

## IET London: Savoy Place Terms and Conditions

These terms and conditions (referred to as the "Conditions" in this document) together with the Booking Sheet form a contract between you and IET Services Limited for the hire of the Venue and the provision of the Services. These Conditions also include obligations on you to comply with any instructions and directions set out in the Events Manual. Please ensure that you understand and are able to comply with the obligations and instructions set out in these Conditions and the Events Manual before signing the relevant section of the Booking Sheet. Where you are entering into the Contract in relation to an Event being held by someone else, any reference to "Client Event Manager" applies to you. All Client Event Managers must ensure that the person or entity holding the Event is made aware of the obligations in this Contract particularly in respect of duties prior to and during the Event.

When the following words or phrases with capital letters are used in these Conditions and the Booking Sheet, this is what they mean:

- "**Authorised Representative**" means the person or entity named as such on the Booking Sheet;
- "**Booking Sheet**" means the document provided to you with the heading "Booking Sheet", which sets out details of your booking;
- "**Business Customer**" has the meaning given to that term in clause 1.3;
- "**Charges**" means the charges payable for the hire of the Venue and the provision of the Services as set out in the Booking Sheet and for any additional Services as set out in the Consumption **Sheet(s)**;
- "**Client Event Manager**" means a Customer who hires the Venue for an Event to be held by a third party individual or entity (the "End Client");
- "**Conditions**" means these terms and conditions;
- "**Consumer**" has the meaning given to that term in clause 1.3;
- "**Confirmation Sheet**" means the document to be provided to you prior to the Event setting out the complete details of your booking (including any changes that have been made since you returned the Booking Sheet to the Manager in accordance with clause 4.1), together with the associated Charges and which must be returned prior to the Event Date in accordance with clause 4.6;
- "**Contract**" means the contract between you and the Manager for the hire of the Venue and provision of the Services, which comes into existence by the process set out in clause 4.2;
- "**Customer**" or "**you**" means the organisation or individual(s) hiring out the Venue and receiving the Services as detailed on the Booking Sheet;
- "**Customer Equipment**" means any electrical equipment other than that which the Manager provides, any articles, substances, marketing material or other items brought by the Customer into the Venue;
- "**Customer Marks**" means the Customer's name and logo;
- "**Days**" means calendar days;
- "**Delegate**" means anyone attending the Event at your invitation whether an attendee, guest, invitee, participant or delegate;
- "**Deposit**" means the amount payable by you in accordance with clause 5.8.1 if you do not have a credit account, or clause 5.9.1 if you do have a credit account, and which is set out on the Booking Sheet or notified to you otherwise by the Manager;
- "**DDR**" means a daily Delegate rate, which shall be the Charge for a lecture theatre and includes Room hire, catering and audio visual facilities;
- "**End Client**" has the meaning given in the definition of Client Event Manager;
- "**Event**" means the purpose or occasion for which you wish to hire the Venue and receive the Services as set out on the front page of the Booking Sheet;
- "**Event Coordinator**" means the member of our staff responsible for your booking, as set out on the front of the Booking Sheet, who shall liaise with you in relation to the hire of the Venue, the provision of the Services and your Event. The Manager may substitute the individual fulfilling the role of Event Coordinator as necessary;
- "**Event Date**" means the date(s) on which the Event is to take place. If the Event lasts more than one day, where the context requires, a reference to the Event Date shall be first day of the Event;
- "**Events Manual**" means the event manual issued and updated by the Manager from time to time, which sets out information and instructions as to how the Venue is to be used (including health and safety requirements) and which has been provided to you at the same time as these **Conditions** and is also accessible online at [https://savoyplace.theiet.org/media/2977/events\\_manual\\_2019-1.pdf](https://savoyplace.theiet.org/media/2977/events_manual_2019-1.pdf)
- "**Expiration Date**" means the date on which this Contract expires (unless either party terminates the Contract in accordance with its terms) and will be the date on which we accept payment from you of the full amount set out in your Final Invoice;
- "**Final Invoice**" means the invoice issued to you in accordance with clause 5.11, which sets out the total Charges payable and the outstanding balance due from you in relation to those **Charges**;
- "**Force Majeure Event**" means any unforeseeable event affecting the performance by either party of its obligations under this Contract arising from or attributed to acts, events, omissions or accidents which are beyond the reasonable control of the affected party, including (but not limited to) any abnormal inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage (including damage to the Venue necessitating emergency repair work), epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, vandalism, arson or criminal damage to the Venue, terrorist action, or civil commotion or (in the case of the Manager) any other event beyond the reasonable control of the Manager necessitating the closure of the Venue or any situation or circumstances in relation to which the Manager is of the reasonable opinion that not to cancel or delay the Event would place any of the Customer, Delegates, the Customer's or the Manager's contractors and suppliers, and Venue staff at risk or have an adverse impact on the quality of the Event as envisaged by the parties at the time of entering into this Contract. The Customer's inability to pay the Charges is not a Force Majeure Event;
- "**Manager**" or "**we**" or "**us**" means IET Services Limited, a company registered in England with company registration number 00909719 and with its registered office at 2 Savoy Place, London, WC2R 0BL. IET Services Ltd is a wholly owned subsidiary of the Owner;
- "**Owner**" means the Institution of Engineering and Technology, a charity registered in England and Wales with charity registration number 211014, whose registered office is at 2 Savoy Place, London, WC2R 0BL;
- "**Rooms**" means any room, lecture theatre or other bookable space at the Venue. The Rooms hired by the Customer are identified on the Booking Sheet;
- "**Services**" means any services provided by the Manager to you at the Venue, including catering and refreshments and the provision of audio visual services as set out on the Booking Sheet;
- "**Venue**" means 2 Savoy Place, London, WC2R 0BL and where the Customer has only hired part of the Venue, references to the Venue in these Conditions shall, where applicable, mean those Rooms which the Customer has hired together with the associated communal areas comprising the lobbies and bathroom facilities. The area located in 2 Savoy Place named the Faraday Centre is only available for access by Delegates who hold membership of the Institution of Engineering and Technology; and
- "you" or "Customer" means the organisation or individual hiring out the Venue as detailed on the Booking Sheet.

Where these Conditions refer to a "**clause**", this means a clause in these Conditions.

### 1 **These Conditions**

- 1.1 You should read through these Conditions and the Events Manual carefully before signing and submitting the Booking Sheet. These Conditions set out details about the Venue, the terms relating to any Services you have requested (as set out on the Booking Sheet), how each party can change or end the Contract (for example, if you want to cancel your booking), what to do if there is a problem and other important information. If you think there is a mistake in the Contract or require any changes, you should contact the Manager. Contact details are set out in clause 2.
- 1.2 As the Venue can be hired by both business and non-business customers, these Conditions are set up so that certain provisions will only apply to the type of customer you are. The Manager may also be handling the personal information of you and your Delegates. Therefore, these Conditions are divided as follows:
  - 1.2.1 Part A - Terms applying to both Business Customers and Consumers;
  - 1.2.2 Part B - Additional terms for Business Customers;
  - 1.2.3 Part C - Additional terms for Consumers; and
  - 1.2.4 Part D - Data Protection.
- 1.3 You are a "**Consumer**" if you are acting for purposes that are wholly or mainly outside of a trade, business, craft or profession. You can obtain further information about your legal rights as a Consumer by contacting the Citizens Advice Bureau (<https://www.citizensadvice.org.uk>) or calling 03454 04 05 06). If you are not a Consumer, then you are a business customer ("**Business Customer**") for the purposes of the Contract.
- 1.4 If you are a Consumer, the Manager will not be able to offer you a credit account.
- 1.5 Although the Events Manual does not itself form part of the Contract, certain provisions in these Conditions oblige the Customer to comply with instructions included in the Events Manual. Failure to comply with those instructions will be considered a breach of the clause which contains that obligation.
- 1.6 You acknowledge that we are not obliged to accept any instructions given on your behalf by any individual or entity who is not an Authorised Representative. Any Authorised Representative who provides us with instructions on your behalf will be deemed to have the necessary authority to do so. It is your responsibility to notify us if the identity of any of your Authorised Representatives changes.

### **PART A - VENUE TERMS APPLYING TO business Customers and consumers**

### 2 **How to contact us**

- 2.1 If you have any questions or complaints relating to these Conditions, the Booking Sheet, the Events Manual or the Services, you can contact the Manager by: (i) writing to us at 2 Savoy Place, London, WC2R 0BL, addressed to Head of Venues and Facilities; or (ii) by telephone on telephone number +44 (0) 203 797 3240; or (iii) by email at [savoyplace@ietvenues.co.uk](mailto:savoyplace@ietvenues.co.uk).
- 2.2 There is a website for the Venue operated by the Manager which can be found at <https://savoyplace.theiet.org>

### 3 **What we will do**

- 3.1 The Manager will:
  - 3.1.1 hire out the Rooms and facilities at the Venue to you in accordance with the details on the Booking Sheet to enable you to access and use the Venue for the sole purpose of hosting the Event; and
  - 3.1.2 provide the Services agreed between you and the Manager as set out on the Booking Sheet or as otherwise subsequently agreed between the parties in writing, on the terms set out in the Contract and shall use reasonable skill and care when performing its obligations under the Contract.
- 3.2 The Manager will provide an adequate, in the Manager's reasonable opinion, number of Venue staff to assist at the Event. Depending on the nature of the Event, such staff may include a duty manager, a catering manager, waiting staff and staff to provide audio-visual services.

### 4 **Hiring the Venue, your Contract with us and making changes**

- 4.1 If you would like to hire the Venue and receive the Services on the basis of the Contract terms, you will need to sign the Booking Sheet and return it to the Manager.
- 4.2 The Contract between you and the Manager comes into existence upon our receipt of the signed Booking Sheet. Until we receive the signed Booking Sheet, your booking will be held on a provisional basis.
- 4.3 If we do not receive a signed Booking Sheet within 7 days of the date on which it was sent to you, we may release the Event Date and Rooms for availability to other customers. It is your responsibility to ensure that we have received the Booking Sheet.
- 4.4 You must notify:
  - 4.4.1 us of the potential number of Delegates when the booking is made; and
  - 4.4.2 the Event Coordinator of the final number of Delegates 10 working days prior to the Event Date.You may change the final number of Delegates, by notifying the Event Coordinator by email, no later than 11am, 4 working days prior to the Event Date at a variance of up to 10% of the final numbers quoted (in accordance with clause 4.4.2) and, where applicable, the Charges will be amended and noted on the Final Invoice. For DDR bookings and for certain Rooms, no amendment to the Charges is available for any variance in the number of Delegates. It is your responsibility to check with the Event Coordinator as to whether or not the Charges for the Rooms you have hired can be varied in accordance with this clause 4.4. If any Delegates, additional to those included in the notification to be given under clause 4.4.2, attend the Event, the corresponding charges will be included the Final Invoice.
- 4.5 If, after your booking has been confirmed, you require any additional Services or Rooms not originally provided for on the Booking Sheet, you may send a request by email to the Event Coordinator. Our ability to fulfil such requests will depend upon the proximity of the Event Date. The provision of any additional Services or hire of any additional Rooms will, where we can fulfil these requests, be considered part of the Contract upon our written acceptance of your request.
- 4.6 Prior to the Event, we will issue a Confirmation Sheet, which you must sign and return to us before the Event commences. Receipt by the Manager of the Confirmation Sheet signed by you shall be deemed an agreed

variation to this Contract. If we do not receive the Confirmation Sheet, any changes requested or made since the issue of the Booking Sheet and shown on the Confirmation Sheet may not be accepted by the Manager, which means any additional Services requested may not be provided. If you do not return the Confirmation Sheet to us and we provide any additional Services that were noted on the Confirmation Sheet, you will be liable for the Charges for those Services in the same way as if we had received a signed Confirmation Sheet from you.

- 4.7 Any further Services provided to you during the Event which relate to catering and/or audio visual services, and which were not recorded on the Confirmation Sheet, will be noted on a Consumption Sheet to be signed by you in accordance with clause 13.1.8. Any additional Charges due for any item listed on the relevant Consumption Sheet:

- 4.7.1 will, where you have a credit account, be included in your Final Invoice; or  
4.7.2 where you do not have a credit account, must be paid for before your departure from the Venue at the end of the Event.

## **5 Charges and Payment Terms**

- 5.1 This clause 5 explains how the Charges are calculated as well as how and when they must be paid, and details of our right to make additional charges or increase the Charges where appropriate.  
5.2 The amount due from the Customer, provided no changes are made to the booking after you return the signed Booking Sheet, is set out on the Booking Sheet and represents the hire of the Venue and provision of the Services as detailed on the Booking Sheet. Any changes made by you to those arrangements will be dealt with in accordance with clauses 4.4 to 4.7, and if not included on a revised Confirmation Sheet, will be shown on the Final Invoice. We have the right to cancel any hire of the Venue which is not paid in accordance with this clause 5.  
5.3 The Charges are calculated in accordance with the way in which the Manager hires out the Rooms as follows:  
5.3.1 for Rooms that are hired on a DDR basis, the Charges include Room hire and Services, which, for DDR, consist of catering and audio visual facilities. (The Charges for catering are based on minimum number of Delegates and there is no reduction in the Charges stated where the number of Delegates expected falls below that minimum number); and  
5.3.2 for Rooms that cannot be hired on a DDR basis, the Charges are calculated in accordance with the number and type of Rooms required at the Venue, the number of Delegates per day, the catering requirements (which are based on an actual number, rather than a minimum number, of Delegates) and audio visual services as agreed with the Manager and confirmed in the Booking Sheet.  
5.4 If you are a Business Customer, you may be able to obtain a credit account with us. Details of obtaining a credit account are set out in clause 29. We will not be able to open a credit account for you if:  
5.4.1 you make a booking 30 Days or less prior to the Event Date, in which case, the full amount of the Charges will be due and payable upon our acceptance of your booking; or  
5.4.2 the Customer is a company based outside of the United Kingdom.  
5.5 All prices stated in the Booking Sheet or communicated to you otherwise in writing are exclusive of VAT or other taxes, except where stated.  
5.6 If you are a Business Customer using a corporate (or business) credit or debit card, the Manager has the right to charge a fee of up to 2.5% and 1% for credit and debit card transactions respectively (subject to the type of card used). This fee reflects our additional costs in processing such transactions. (For precise percentage rates, please contact the Event Coordinator.)

### **Increase to Charges**

- 5.7 The Manager has the right to increase any Charges relating to any of the Services which involve catering or the provision of drinks:  
5.7.1 by the amount necessary to reflect any increased costs to the Manager of providing catering (including drinks), where you have requested changes to any menu made available by the Manager; and where bookings have been made more than four months in advance;  
5.7.2 by the amount necessary to reflect any price increase in the cost of providing the catering (including the cost of ingredients and drinks). Where such Charges are to increase by more than 5%, providing the menu ingredients and/or drinks have not been ordered for the Event, the Manager may agree cheaper substitute items with you; or  
5.7.3 by any amount reasonably necessary to reflect the impact of any legislative change resulting in an additional cost to the Manager of providing the Services or any part of the Services (for example, an increase on the tax on alcohol or in relation to national insurance or minimum wage payments).

### **When to pay**

- 5.8 If you are: (i) a Business Customer and we are unable to open a credit account for you, or you do not require a credit account; or (ii) you are a Consumer; and you make a booking:  
5.8.1 31 Days or more prior to the Event Date, then you must pay the following amounts:  
(i) the Deposit, calculated as 75% of the Charges, payable upon signature of the Booking Sheet; and  
(ii) the balance of the Charges (25%), payable no later than 30 Days prior to the Event Date; or  
5.8.2 30 Days or less prior to the Event Date, then the Charges are due immediately upon the coming into force of the Contract, which takes place when we receive the Booking Sheet signed by the Customer, and all such Charges due must be paid:  
(i) in full within 3 Days of the Contract coming into force; or  
(ii) immediately if the Event Date is less than three Days after the Contract comes into force.  
5.9 If you are a Business Customer for whom we have opened a credit account, then you must pay the following amounts:  
5.9.1 the Deposit, calculated as 50% of the Charges, payable upon signature of the Booking Sheet; and  
5.9.2 any outstanding amount as stated on your Final Invoice in accordance with clause 5.12.  
5.10 The Manager may agree payment terms with you which differ from those set out in clause 5.8.1 or clause 5.9, but is under no obligation to do so. Where alternative payment terms are agreed, these will only be valid where set out in writing by the Manager.

### **Final Invoice**

- 5.11 All Customers will be issued with a Final Invoice as follows:  
5.11.1 Business Customers who have a credit account with us will be issued a Final Invoice within 3 working days after the Event; or  
5.11.2 all other Customers will receive their Final Invoice on the Event Date or the final day of the Event if the Event lasts more than one day.  
5.12 Any additional Services which have been provided by us and which were not included on the Booking Sheet (but recorded on the Confirmation Sheet and/or a Consumption Sheet) will be included in the Final Invoice. If you have a credit account, you must pay the Final Invoice within 30 Days of the date on the Final Invoice. If you do not have a credit account, any amount shown as outstanding on the Final Invoice must be paid before the Customer leaves the Venue on the Event Date or on the final day of the Event where the duration of the Event is more than one Day.

### **Interest for late payment**

- 5.13 If you fail to make any payment by the date specified in the Contract, we may charge interest on this debt. The rate applicable to Business Customers is set out in clause 30 and the rate applicable to Consumers is set out in clause 34.

## **6 Cancellation by you where we are not at fault or in the event of Force Majeure**

- 6.1 If you wish to terminate the Contract where there has been no fault by the Manager but because you wish to cancel the Event and therefore the hire of the Venue, or if you wish to cancel any part of your booking (for example, you require fewer Rooms), you must give written notice to the Manager at the address or e-mail address set out in clause 2. Depending on when you terminate the Contract, you may be liable to pay a Cancellation Fee in accordance with clause 10.  
6.2 The Customer may, where any Force Majeure Event continues up to and including a date which is 7 Days before the Event, terminate this Contract by giving written notice to the Manager if the continuance of such Force Majeure Event would prevent 75% or more of the Delegates attending. The Manager may, upon receipt of the notice, ask the Customer to provide, as soon as reasonably possible, written evidence of such potential non-attendance. If the Customer cancels the booking in accordance with this clause 6.2, the Customer will be entitled to a refund of any Charges paid, less: (i) any portion of the Charges related to Services already delivered and, (ii) an amount representing the reasonable administration costs of the Manager of up to 2% of the overall Charges that would have been due had the Event taken place subject to clause 35.3.  
6.3 The Manager has no liability for any contracts you have made in relation to commitments with third parties for catering (with approval from the Manager) and other services relating to your Event, including but not limited to hire of equipment and catering and/or audio visual services. The Manager will not be a party to these contracts and, in the event of cancellation by you, it is your sole responsibility to pay all fees and costs relating to any commitments under such third party contracts.

## **7 Cancellation by us**

- 7.1 The Manager may end the Contract immediately at any time, and without any liability to you, by providing you with written notice if:  
7.1.1 it comes to our attention that the Event may, in our reasonable opinion, impair or damage the reputation of the Venue, the Manager or the Owner in any way or which may bring the Venue, the Manager or the Owner (or their affiliates, partners or members) into disrepute;  
7.1.2 the nature of the Event as provided on the Booking Sheet changes significantly;  
7.1.3 you are in breach of the Contract and, if the breach is capable of remedy and, in the reasonable opinion of the Manager, could be remedied prior to the Event Date, you fail to remedy the breach within 7 Days of receiving notice from the Manager specifying the breach and requiring it to be remedied, or where the Event Date falls less than 7 Days after such notification, within the timeframe specified by the Manager for remedying the breach;  
7.1.4 you notify us of changes to the Event in accordance with clauses 13.1.2, 13.1.3 or 13.1.4, and the changes are such that, if the Manager had known about these changes at the time, the Manager would have been prevented from entering, or would have refused to enter, into the Contract; or  
7.1.5 you fail to make any payment by the date which it is due under the Contract.  
7.2 If we terminate the Contract for any of the reasons set out in clause 7.1, we have the right to charge the Cancellation Fee set out in clause 10.

## **8 Rights for each party to end the Contract for fault**

- 8.1 This Contract may be terminated by:  
8.1.1 either party if the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) provided that the non-defaulting party has provided prior written notice of the alleged material breach to the other party, clearly setting out the details of the material breach, and the defaulting party has failed to remedy the breach within 10 Days. In the case of the Manager, the rights under this clause will be without prejudice to our rights under clause 7;  
8.1.2 either party if the other party is unable to pay its debts when they fall due, is insolvent or enters into any arrangement with its creditors for the repayment of its debts, an administrator, receiver, liquidator, manager or similar officer is appointed over all or any substantial part of its assets, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (other than for the purposes of solvent amalgamation or reconstruction), or if it ceases or threatens to cease business or is subject to any analogous event or proceeding in any applicable jurisdiction; or  
8.1.3 the Manager if, in the case of a Business Customer, there is a change in the nature of your business (such as a merger or acquisition) such that your business is inconsistent with the values and ethos of the Manager or the Owner;  
8.1.4 the Manager if the Customer's financial position deteriorates to such an extent that, in the Manager's opinion, your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy;  
8.1.5 the Manager if the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or  
8.1.6 either party in accordance with clause 17 (force Majeure).  
8.2 If the Manager terminates the Contract under this clause 8, the Manager will refund to you within 30 Days of the date of the termination any monies that you have paid in advance under this Contract less any reasonable administration costs of up to 2% of the overall Charges that would have been due had the Event taken place, subject to clause 35.3 in the case of Consumers. In addition, where the Manager terminates the Contract

- under any of clauses 8.1.1 to 8.1.5, the Manager is entitled to deduct or charge reasonable compensation for the costs that the Manager has incurred as a result of you failing to comply with the Contract and shall have the right to charge you for the Cancellation Fee set out in clause 10.
- 8.3 If the Customer terminates the Contract under this clause 8, the Manager will fully refund to the Customer all Charges that have been paid to the Manager at the date of termination within 30 Days of the date of termination.
- 8.4 If you are a Consumer, you have the right to terminate the Contract where the Manager is at fault under this Contract in accordance with the rights of termination set out in clause 37.
- 9 Expiration of the Contract and rights upon expiration or termination**
- 9.1 Unless terminated in advance in accordance with its terms, this Contract will expire on the Expiration Date.
- 9.2 The expiration or termination, for whatever reason, of this Contract shall not affect any of either party's rights and remedies that have accrued, including the right to claim damages in respect of any breach of this Contract, or which existed at or before the Expiration Date or date of termination.
- 9.3 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after expiry or termination shall remain in full force and effect.
- 10 Cancellation Fees**
- 10.1 Where a Cancellation Fee is due, we will calculate this as a percentage of the Charges due from you in accordance with the tables set out in:
- 10.1.1 clause 31 for Business Customers; and
- 10.1.2 clause 35 for Consumers,
- and where there is a partial cancellation, that element of the Cancellation Fee which relates to cancelled Rooms will be pro-rated to reflect such partial cancellation, but will include any reasonable administration costs which may apply.
- 10.2 You must pay the Cancellation Fee, the amount of which will be invoiced to you, within 14 days of the Event Date (or the last day of the Event where more than one day).
- 10.3 We may set-off any Cancellation Fee and (if applicable) any costs incurred under clause 8.2 owed to us by you against any money previously paid by you to us under the Contract, but if the money paid by you and held by us is greater than the amount of any Cancellation Fee and costs incurred under clause 8.2 payable, then we shall refund the balance to you within 14 Days of the Event Date.
- 10.4 In the event that the Manager is able to re-let the Venue following cancellation (or partial cancellation):
- 10.4.1 where the Rooms were hired on a DDR basis, the Manager shall issue a credit to you with regard to the Cancellation Fee it has recouped by re-letting the event space; and
- 10.4.2 where the Rooms were not hired on a DDR basis, the Manager shall issue a credit to you with regard to the Cancellation Fee in respect of Room hire only. Note that any costs incurred by you for the Services will not be credited to you, even if they have been recouped by the Manager by re-letting the event space.
- 11 Management, Staffing and Security**
- 11.1 It is your responsibility to ensure that the entrance to, and the presence at, the Venue of all Delegates, contractors, suppliers and agents is managed safely and efficiently. You are responsible for restricting access to the Event by anyone who is: (i) not a Delegate or one of your employees, contractors, suppliers and agents; or (ii) whose potential presence at the Event or the Venue would not reasonably be considered acceptable in the Manager's opinion.
- 11.2 You must provide one responsible individual ("Host") per 100 Delegates to assist with the registration, administration, enquiries, emergencies and control at the Event. You, or at least one of your Hosts, must remain in attendance for the duration of the Event and until the departure of all Delegates. You must provide a list of all Hosts to the Manager prior to the Event Date setting out names, mobile telephone contact numbers and hours of duty of each Host.
- 11.3 If your Event has potentially in excess of 460 Delegates, you must submit a crowd protection plan ("CPP") to the Manager 14 Days prior to the Event. The Manager will review the CPP and if, in the reasonable opinion of the Manager, your security arrangements are inadequate, the Manager has the right to delay the Event until you have improved the security arrangements to the Manager's satisfaction. You shall propose the level of security required for your Event and shall agree this with the Manager. If, in the reasonable opinion of the Manager, security personnel are required, we shall arrange this and the cost of such security personnel shall be included as part of the Charges. Please see the Events Manual for further directions and requirements on security and crowd control.
- 11.4 The Manager reserves the right to exclude or remove (as it reasonably thinks fit) from the Event any individuals conducting themselves in an inappropriate manner, which also includes Delegates and any persons engaged by you to provide entertainment or perform any other duties or services at the Event, and you agree to co-operate to ensure compliance with the Contract by you, Delegates and your employees, contractors,
- 12 Catering and event suppliers**
- 12.1 If you require any catering services, you must use the Services provided by the Manager (including for the supply of drinks), except where you have requested and received the prior consent of the Manager to use external caterers. Only requests made 30 Days in advance of the Event will be considered by the Manager, who is under no obligation to give consent. Where the use of external caterers is permitted, there will be a compensation charge (calculated on a 'per head' basis) included as part of the Charges. Please refer to the Events Manual for more details on requesting external caterers and corkage charges.
- 12.2 In the case of any other goods or services that you wish to receive at the Event, you must obtain the Manager's prior written approval before booking any external supplier. This is to ensure that the proposed alternative supplier meets the Manager's internal supplier appointment criteria.
- 12.3 The Manager does not take any responsibility in relation to the services or goods to be provided by external suppliers, and it is your sole responsibility to satisfy yourself as to the suitability of the relevant supplier and enter into a separate and direct arrangement with those suppliers approved by the Manager in accordance with clause 12.2. The Manager will not be a party to any arrangement between you and any other approved supplier, and as such, will not be responsible for dealing with any complaints or issues which you may have with such suppliers, or be responsible for communicating with third party suppliers unless the Manager has agreed (at its discretion) to assist you with liaising with third party suppliers on your behalf. However, any such agreement will not mean that the Manager is a party to third party supplier arrangements, and you will remain fully responsible to third party suppliers, including payment of all relevant fees to suppliers and complying with your commitments to suppliers.
- 13 What you must and must not do when hiring the Venue**
- 13.1 You must:
- 13.1.1 do all things to ensure that you comply with the Contract and this will be at your own cost;
- 13.1.2 promptly provide us with any information that we reasonably request from you in relation to the Event, your company (if you are a Business Customer) and your Delegates, promptly provide us with details of any changes to this information and ensure that any information provided to us is true, complete and accurate;
- 13.1.3 ensure the Event Coordinator is fully informed at all times about the Event so as to avoid conflicts with the activity of any other customers at the Venue during the Event. This includes providing details of any changes to the type of event, likely noise levels, music and entertainment discussed with the Event Coordinator or the Manager prior to entering into this Contract;
- 13.1.4 inform the Event Coordinator as soon as possible if any of the information provided to us regarding the Event changes;
- 13.1.5 provide us with the names of any members of your organisation who are authorised to give us information or instructions, and ensure that all information or instructions are only provided to us by those named individuals;
- 13.1.6 ensure that a full list of names of Delegates is provided to the Event Coordinator prior to the Event, and that all Delegates are provided with name badges, identifying the Event being attended, and which are to be worn at all times during the Event;
- 13.1.7 start and end the Event promptly in accordance with the timings specified on the Booking Sheet or at the times subsequently agreed by the Manager in writing, and you must ensure that: (i) you and the Delegates vacate the Venue by the agreed finish time; (ii) you have removed all items brought to the Venue by you and any Delegates; and (iii) such areas are left tidy by the end time of the Event. Should the Event exceed the time specified on the Booking Sheet, you agree that you will pay any additional hire charges for any extension agreed with the Event Coordinator or the Manager;
- 13.1.8 check and sign a Consumption Sheet, either during the Event once all catering and/or audio visual Services have ended or, where you have a credit account and with the prior agreement of the Event Coordinator, the day after the Event;
- 13.1.9 observe and comply, and ensure that Delegates and all of your employees, contractors, suppliers and agents shall observe and comply, with the reasonable access and usage rules, policies, instructions and directions of the Manager, including the Events Manual and the policies referred to in the Events Manual (the "Venue Policies"), both prior to and during the Event. (Any Venue Policies not set out in the Contract or the Events Manual will be made available in advance but if you do not receive any Venue Policy it is your responsibility to request it from the Manager.) You shall not do or omit to do, nor allow your Delegates, employees, contractors, suppliers and agents to do anything (or omit to do anything) that would cause a breach of the Venue Policies, including any fire regulations which may impact on the fire insurance in place at the Venue or would reasonably be deemed to cause an increased risk of the occurrence of a fire or otherwise affect the safety of all persons in or about the Venue;
- 13.1.10 observe and comply with, and ensure that Delegates and all of the your employees, contractors, suppliers and agents observe and comply with, any licences, permissions and/or consents required to allow the hosting of the Event;
- 13.1.11 request permission from the Manager in order to bring any Customer Equipment into the Venue, and where permission is granted, you must carry out a full risk assessment and submit the assessment together with a method statement, in accordance with the process set out in the Events Manual, to the Event Coordinator 14 Days prior to the Event;
- 13.1.12 ensure that all Customer Equipment is compatible for use at the Venue (including any power supplies, other equipment and appliances) and that the Customer Equipment is installed and operated in a safe and efficient manner by a reasonably experienced operator, for its normal purposes, in accordance with the manufacturer's instructions and all applicable health and safety laws, including as set out in the Events Manual;
- 13.1.13 ensure that any piece of Customer Equipment which is electrical has a current Portable Appliance Test (PAT) Certificate, to be presented to the Manager on request, and complies with any relevant safety regulations and applicable laws;
- 13.1.14 ensure that the Customer Equipment is disconnected, dismantled and packed within the times for which you have hired the Venue as shown on the Booking Sheet;
- 13.1.15 request permission from the Manager if you wish to arrange for deliveries of Customer Equipment prior to the Event. Such deliveries must be minimal and details of the process to be followed is set out in the Events Manual;
- 13.1.16 if required for an Event, provide all necessary assistance and information (including completing all relevant paperwork) to enable the Manager to apply for any temporary event notices or other permissions or consents required for the Event, and to pay to the Manager any fees associated with obtaining such notices, permissions or consents within such timeframes as notified by the Manager;
- 13.1.17 comply with any and all applicable laws, rules or regulations (including those relating to health & safety, planning, disability discrimination and fire certification) applicable to the Event;
- 13.1.18 ensure that:
- (i) Delegates and your employees, contractors, suppliers and agents are familiar with those exits and entrances to be used in cases of emergency at the Venue, and when required to do so, the Manager shall provide you with relevant floor plans; and
- (ii) all gangways, exits and entrances at the Venue are kept free from obstructions and, in respect of fire exits, are visible at all times. You will further ensure that all seating arrangements put in place by you do not impede or hinder in cases of emergency speedy access and exit from the areas used for the Event.

- 13.1.19 if during the Event, the fire alarm sounds, assist, and ensure your Hosts assist, the Manager's fire wardens to lead Delegates and your employees, contractors, suppliers and agents from the Venue to the meeting point as indicated in the Events Manual, and account to the Manager for all Delegates, employees, contractors, suppliers and agents;
- 13.1.20 obtain consent from the Manager before any filming or photography takes place at the Venue that will be or may be made available for commercial use or financial gain;
- 13.1.21 observe and comply with the reasonable restrictions imposed by the Manager in relation to any recorded and/or live music and dancing permitted at the Event;
- 13.1.22 inform the Manager or the Event Coordinator immediately on becoming aware of any damage, accident or injury occurring in the course of the Event;
- 13.1.23 ensure that no one smokes or vapes at the Event; and
- 13.1.24 take all reasonable steps to carry out your own research and make enquiries as to:
- (i) any external conditions including traffic conditions, road works, river works, and construction works that may impact the Event or access to the Event ("**External Conditions**"); and
- (ii) any routine maintenance at the Venue that may be scheduled to take place during the Event ("**Venue Maintenance**"),
- as the Manager will not be liable if the Event is affected by any External Conditions or Venue Maintenance although in the case of Venue Maintenance the Manager will use reasonable endeavours to reduce any disruption.
- 13.2 You must not:
- 13.2.1 exceed the maximum number of Delegates as set out in the Booking Sheet, the capacity of the Rooms or as otherwise agreed with the Manager in writing;
- 13.2.2 without the prior written consent of the Manager, bring into, install or leave at any time at the Venue any Customer Equipment;
- 13.2.3 use or allow the Venue to be used for any illegal or immoral purpose, or for any activity requiring a licence or consent from an authority or third party without having first obtained such licence or consent;
- 13.2.4 allow your employees, contractors, suppliers and agents to erect any exhibition, stand or display or make any alterations or additions to the Venue or its fittings or affix anything whatsoever to the floors, walls, windows and ceilings of the Venue without the prior written consent of the Manager; or
- 13.2.5 make any statements or claims that, or which could potentially lead to the reasonable belief that, the Event is approved, organised or endorsed by the Manager or the Owner unless appropriate permission has been granted (in writing) by the Manager and the Owner for you to do so.
- 13.3 If you leave any Customer Equipment, other equipment, brochures or other items at the Venue after the Event:
- 13.3.1 without the Manager's consent; or
- 13.3.2 where the Manager's consent has been obtained and the relevant items remain uncollected after 7 Days,
- the Manager shall be entitled to dispose of such items and charge you the reasonable costs of such disposal.
- 14 Advertising and Publicity**
- 14.1 You shall not use, sell, publish or broadcast any name, brand, trade marks, logos or images ("**Branding**"), whether registered or unregistered, belonging to or associated with the Venue, the Manager or the Owner, without the Manager's prior written consent. Where consent is given to use any Branding, you will comply with any instructions provided by the Manager as to the use of such Branding.
- 14.2 You shall be clearly shown as the organising body of the Event and your name and address together with contact details must appear on any printed material issued in respect of the Event. All promotional material must specify that enquiries in relation to the Event should be addressed to you.
- 15 Responsibility for loss and damage**
- 15.1 You shall be liable to the Manager, and in the case of Business Customers such liability shall be subject to clause 32, for any loss or damage suffered or incurred by the Manager arising as a result of the Event or arising out of the use of the Venue by you, your employees, contractors, suppliers, agents and Delegates or out of any breach of your obligations under this Contract, including but not limited to damage to property, furnishings, paintings and audio visual equipment.
- 15.2 If the Manager fails to comply with the Contract, we will be responsible for any loss or damage that you suffer that is a foreseeable result of a breach by us of the Contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both parties knew it might happen, for example, you discussed it with the Manager prior to making a booking.
- 15.3 Subject to clause 15.8, our total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract, shall be limited to the amount of the Charges paid by you.
- 15.4 If you are a Business Customer, subject to clause 15.8, the Manager shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, for any loss of profit, business, anticipated savings, data, reputation, business opportunity or goodwill (in each case whether direct or indirect) or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, even if foreseeable, howsoever caused, arising or in connection with the Services, and/or the Contract.
- 15.5 The Manager does not accept liability for:
- 15.5.1 the death of or injury to any person at the Venue in connection with your, or if applicable, any Delegate's or third party supplier's use of the Venue or Services, unless such death or injury arises as a result of negligence on the part of the Manager;
- 15.5.2 the loss of or damage to the Customer Equipment or your, or if applicable, any of your employees', contractors', suppliers', agents', and Delegates' equipment or property while at the Venue or any lost, missing or damaged items (including in the cloakrooms) and you shall remain responsible for your, and your Delegates', contractors', suppliers' and agents' personal items.
- 15.5.3 the failure of any materials provided by you for use at the Event; and/or
- 15.5.4 any defects in any materials, food, drink or any products provided by you (or any of your suppliers or contractors) at the Event.
- 15.6 If the Manager's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by you ("**Customer Default**"):
- 15.6.1 the Manager shall, without affecting its other rights or remedies, have the right to suspend the performance of its obligations under this Contract until the Customer Default is remedied to the extent the Customer Default prevents or delays the Manager's performance of any of its obligations under the Contract; and
- 15.6.2 the Manager shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from the Manager's failure or delay to perform the Contract due to a Customer Default; and
- 15.6.3 you shall reimburse the Manager for any costs or losses reasonably sustained or incurred by the Manager arising directly or indirectly from a Customer Default. If you are a business Customer, any advice or recommendation given by the Manager or its employees shall be followed or acted upon entirely at your risk.
- 15.7 If the Manager is of the reasonable opinion that the Customer, after being notified of the Customer Default by the Manager, has not taken appropriate and adequate steps to remedy the Customer Default, and is unlikely to be able to remedy the Customer Default within a sufficient timescale to allow the Manager to recommence the performance of its obligations prior to the Event, the Customer Default will be considered a breach which cannot be remedied for the purposes of clause 7.1.3.
- 15.8 Nothing in the Contract excludes or restricts either party's liability for death or personal injury resulting from the negligence of that party or of its employees, while acting in the course of their employment, or will exclude or restrict a party's rights, remedies or liability under English law in respect of any fraud or fraudulent misrepresentation or for any other liability which cannot lawfully be limited or excluded, or affects your statutory rights if you are a Consumer.
- 16 Insurance**
- 16.1 You shall ensure that you have (and shall ensure that your contractors have) a valid certificate of public liability insurance to the value of £10,000,000, and such insurance certificate(s) shall be submitted to the Manager with any risk assessments and method statements as set out in the Events Manual or provided to the Manager no less than 14 Days before the Event Date or otherwise upon the Manager's request. The insurance policy shall be obtained from a reputable insurance company and maintained at your own expense.
- 16.2 If you are a Business Customer and the Event involves your employees, you shall ensure that you obtain and maintain appropriate employer's liability insurance to cover your legal obligations in respect of your employees.
- 16.3 You shall ensure that you do not do anything which will (or is likely to) invalidate any insurance policy referred to in this clause 16.
- 17 Force Majeure**
- 17.1 Subject to the remaining provisions of this clause 17, neither party to this Contract shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Contract to the extent such delay or non-performance is due to a Force Majeure Event.
- 17.2 If either party is delayed or prevented from or hindered in performing its obligations under this Contract by a Force Majeure Event, such party shall:
- 17.2.1 notify the other party in writing as soon as possible, stating the commencement date and extent of such delay or prevention, the cause of the delay or prevention and its estimated duration;
- 17.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Contract; and
- 17.2.3 resume performance of its obligations as soon as reasonably possible after the removal or end of the Force Majeure Event.
- 17.3 A party cannot claim relief under this clause 17 if the Force Majeure Event is attributable to the party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 17.4 The Customer may, during the continuance of any Force Majeure Event, terminate this Contract in accordance with clause 6.2 in the circumstances set out in that clause.
- 17.5 Where the Customer is the party affected by the Force Majeure Event, unless clause 6.2 applies, it cannot rely on the provisions of this clause 17 to avoid payment of the Charges.
- 17.6 Where a Force Majeure Event has prevented the Manager from being able to hire the Venue and provide the Services to the Customer on the Event Date, the Manager will endeavour to reschedule the Event or, if an alternative date is not available, the Manager will terminate the Contract and will return any Deposit or Charges already paid less any reasonable administration costs of up to 2% of the overall Charges that would have been due had the Event taken place, subject to clause 35.3 in the case of Consumers, but will not be liable for any costs incurred by you or any consequential or inconsequential loss directly or indirectly suffered by you as a result of entering into this Contract.
- 17.7 If this Contract relates to an Event which has been rescheduled by the Manager and the circumstances which led to such rescheduling persist or, in the reasonable opinion of the Manager, are likely to persist up to and including the Event Date, the Manager may at any time prior to the Event Date, cancel the Event if, in the Manager's reasonable opinion, not to do so would put you, your Delegates and your contractors and suppliers and Venue staff at risk or have an adverse impact on the quality of the Event as envisaged by the parties at the time of entering into this Contract. Where the Manager cancels the Event under such circumstances, the Manager will endeavour to reschedule the Event again or, if an alternative date is not available, the Manager will terminate the Contract and will return any Deposit or Charges already paid less any reasonable administration costs of up to 2% of the overall Charges that would have been due had the Event taken place, subject to clause 35.3 in the case of Consumers, but will not be liable for any costs incurred by you or any consequential or inconsequential loss directly or indirectly suffered by you as a result of entering into this Contract.
- 18 Confidentiality**
- 18.1 For the purposes of this clause 18, the term:
- 18.1.1 "**Confidential Information**" means all confidential information (however recorded or preserved) disclosed by a party (the "**Disclosing Party**") or its Representatives (as defined below) to the other party

(the "Receiving Party") and the Receiving Party's Representatives in connection with or during the Event, including any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, plans, intentions, or market opportunities of the Disclosing Party (or of any member of the group of companies to which the Disclosing Party belongs) and the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party (or of any member of the group of companies to which the Disclosing Party belongs); and

- 18.1.2 "Representatives" means, in relation to a party, its employees, officers, sub-contractors, representatives and advisers.
- 18.2 The provisions of this clause shall not apply to any Confidential Information that:
- 18.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the Receiving Party or its Representatives in breach of this clause 18);
- 18.2.2 was available to the Receiving Party on a non-confidential basis before disclosure by the Disclosing Party; or
- 18.2.3 was, is or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party.
- 18.3 Each party shall keep the other party's Confidential Information confidential and shall not:
- 18.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Contract; or
- 18.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 18.
- 18.4 The Receiving Party shall ensure that each of its Representatives to whom the Disclosing Party's Confidential Information is disclosed is informed of the confidential nature of the Confidential Information before disclosure and shall ensure that all Representatives who are reasonably likely to have the Disclosing Party's Confidential Information disclosed to them, whether directly or indirectly, comply with the obligations set out in this clause 18 as if the relevant Representative were a party to the Contract, and the Receiving Party shall be liable at all times for any failure of its Representatives to comply with the obligations set out in this clause 18.
- 18.5 A Receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible.
- 18.6 The Disclosing Party reserves all rights in its Confidential Information. No rights or obligations in respect of the Disclosing Party's Confidential Information other than those expressly stated in this clause 18 are granted to the Receiving Party, or are to be implied from the Contract.
- 18.7 The provisions of this clause 18 shall remain in force for a period of two years from performance of or termination of the Contract, whichever is the later.
- 19 Intellectual Property Rights**
- 19.1 All Intellectual Property Rights (as defined below in clause 19.5) in, or arising out of or in connection with, the hire of the Venue or the provision of the Services shall be owned by the Manager.
- 19.2 The Customer shall, upon request, supply to the Manager details of the Customer Marks, and grants to the Manager a royalty-free, non-exclusive licence to use such Customer Marks for signage at the Event or for any reasonable purpose in connection with the Contract.
- 19.3 If you require the Manager to use a third party's Intellectual Property Rights in relation to the hire of the Venue or the provision of the Services (such as names, logos or branding), you shall obtain a written licence from the relevant third party to entitle such use by the Manager. The Manager shall determine whether it is appropriate for the material to which such third party Intellectual Property Rights subsist to be used at the Venue (taking into account factors such as the consistency of that third party's Intellectual Property Rights with the value and ethos of the brand, values and ethos of the Manager, the Venue and the Owner). If you are unable to obtain this licence, you shall not be able to require the Manager to use the relevant third party's names, branding, or logos at or in relation to Event.
- 19.4 All materials, equipment, documents and other property of the Manager belong (or are licensed) to the Manager along with any Intellectual Property Rights in such items, and they are the exclusive property of the Manager (or its licensors), unless expressly stated otherwise on the Booking Sheet.
- 19.5 "Intellectual Property Rights" means any patents, rights to inventions, copyright, related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) 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.
- 20 Client Event Manager Warranties**
- 20.1 This clause 20 shall apply if you are a Client Event Manager.
- 20.2 You warrant and undertake that:
- 20.2.1 you have informed the End Client of the obligations set out in this Contract, in particular those in clauses 11 to 13, and communicated to the End Client that in order for you not to be in breach of this Contract, the End Client must comply with those provisions particularly if you will not be attending the Event; and
- 20.2.2 you will provide a copy of the Events Manual to the End Client and shall ensure the End Client understands that in order for the Event to be held in a safe and secure manner for all Delegates, compliance
- 21 The Contract prevails**
- 21.1 The Contract will apply to the exclusion of, and will prevail over, any terms and conditions contained in or referred to in any documentation submitted by you (for example, a purchase order supplied by you) or in any correspondence or elsewhere, or implied by trade custom, practice or course of dealing, unless specifically excluded or varied in writing by the Manager or its authorised representative.
- 22 No Partnership**
- 22.1 Nothing in the Contract will create, or be deemed to create, a partnership or joint venture between the parties.
- 23 Variation**
- 23.1 Subject to clauses 4.5 and 4.6, no variation to these Conditions or the Contract shall be effective unless agreed in writing and signed by the authorised representatives of the parties.
- 24 Transferring rights and obligations under this Contract to someone else and appointing sub-contractors**
- 24.1 You may not transfer this Contract or transfer or sub-contract any of its rights or obligations without the prior written consent of the Manager.
- 24.2 In the event of the Manager granting its consent to any sub-contractors, the Customer shall remain fully responsible for the acts and omissions of any sub-contractors.
- 24.3 The Manager may sub-contract any of its obligations under the Contract.
- 24.4 The Manager may, after having given prior written notice to the Customer, transfer its rights and obligations under the Contract to any person or organisation to which it transfers all or part of its business. If this happens, the Manager will notify you, and if you are a Consumer and you are unhappy with the transfer, you may end the Contract within 14 days of notification by the Manager of the transfer and the Manager will refund to you any payments made in advance for Services not received.
- 25 Entire understanding**
- 25.1 This Contract supersedes, cancels and replaces any prior agreement that may have existed between the parties relating to its subject matter.
- 25.2 If you are a Business Customer, the Contract embodies the entire understanding of the parties in respect of the matters contained or referred to in it, and there are no promises, terms, conditions or obligations (oral or written, express or implied) other than those contained in the Contract. Nothing said by any salesperson, agent, employee or other representative on the Manager's behalf should be understood as a variation of the Contract or an authorised representation about the nature or quality of the Services. Save for fraud or fraudulent misrepresentation, the Manager shall have no liability for any such representation being untrue or misleading.
- 25.3 Any samples, drawings, descriptive matter or advertising issued by the Manager, and any descriptions or illustrations contained in the Manager's catalogues or brochures or website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them and therefore may vary slightly from the Services provided. These samples, drawings, descriptive matter or advertising do not form part of the Contract or have any contractual force, subject to your statutory rights and Part C of the Contract, if you are a Consumer.
- 25.4 Notwithstanding the jurisdiction of the English courts, the parties will attempt in the first instance in good faith to resolve any dispute or claim arising out of or relating to the Contract promptly through negotiations between the parties or, in the case of Business Customers, the respective senior executives of the parties who have authority to settle the same.
- 26 No rights for third parties**
- 26.1 No one else has any rights under the Contract other than the Manager and the Customer. The Contract is between these parties and no other person will have any rights to enforce any of its terms.
- 27 Notices**
- 27.1 Any notice given under the Contract shall be in writing, which includes by e-mail.
- 27.2 Each party's address for the service of notice shall be the address for each party as stated on the Booking Sheet or such other address as a party may specify by notice to the other party.
- 28 Other important terms**
- 28.1 In performing its obligations under the Contract, the Manager shall:
- 28.1.1 maintain and comply with policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with other parties; and
- 28.1.2 comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including the Modern Slavery Act 2015.
- 28.2 Even if the Manager delays enforcing any terms of the Contract, the Manager can still enforce the Contract. If the Manager does not insist immediately that the Customer does anything that it is required to do under the Contract, or the Manager delays in taking steps against the Customer in respect of a breach of these Conditions by the Customer, that will not mean that you do not have to do those things and it will not prevent the Manager taking steps against you at a later date. For example, should you fail to pay an invoice by the due date and the Manager does not send you a reminder for payment, but the Manager continues to fulfil its obligations under this Contract, the Manager is still entitled to require you to make the payment at a later date.
- 28.3 If the expression "the Customer" includes more than one person, those persons shall be jointly and severally liable under the Contract.
- 28.4 This Contract is governed by English law and you can bring legal proceedings in respect of the hire of the Venue and the Services in the English courts.

**PART B - SPECIAL TERMS: BUSINESS CUSTOMERS**

If you are a Business Customer, this Part B shall apply.

**29 Credit account**

- 29.1 We will not be able to open a credit account for you if:
- 29.1.1 you make a booking 30 Days or less prior to the Event Date, in which case the full amount of the Charges will be due and payable when you return the Booking Sheet to us; or
- 29.1.2 the Customer is a company based outside of the United Kingdom, and under either of these circumstances, you will be required to pay in accordance with clauses 5.8 and 5.10.
- 29.2 If you require a credit account and this has not been arranged prior to signing the Contract, you need to request a "New Customer Form" from the Manager or the Event Coordinator. You must complete the New Customer Form in full and ensure that the Event Coordinator receives it at least 30 Days before the Event. The grant of a credit account is subject to credit checks, credit status and where appropriate, approval by the Manager's credit insurer. If the New Customer Form is received by the Manager or the Event Coordinator less than 30 Days before the Event Date, the Manager shall have discretion as to whether or not to grant credit.

29.3 You must comply with the terms of any credit account we open for you. Your credit account may be suspended immediately without notice if: (i) you fail to meet any agreed credit terms; (ii) your credit status deteriorates; or (iii) our credit insurer withdraws cover in relation to your account. In the event of the suspension of your credit account, unless we, at our discretion, agree to payment in accordance with clause 5.8, full payment of the Charges will be due immediately. We reserve the right to cancel the booking if payment is not received within 3 Days of the Customer being notified that payment is due or if payment is not received immediately where the Event Date is less than 3 Days from the date of notification.

**30 Interest on late payments**

30.1 If the Business Customer fails to make any payment to the Manager by the date on which payment is due in accordance with these Conditions, then without limiting any remedy of the Manager under these Conditions, unless agreed otherwise by the Manager, interest shall be due at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the date the payment is due until payment of the overdue amount, whether before or after judgment.

**31 Cancellation Fees**

**Up to 30 Delegates**

Amount of notice	Cancellation Fee			
	DDR	Non-DDR		
		Room Hire	Catering	Audio Visual
Up to 90 Days' notice	Not applicable	Not Applicable	Not Applicable	Not Applicable
Between 89 and 60 Days' notice	25% of the charges			
Between 59 and 30 Days' notice	50% of the charges			
Less than 30 Days prior to the event.	100% of the charges			

**31+ Delegates**

Amount of notice	Cancellation Fee			
	DDR	Non-DDR		
		Room Hire	Catering	Audio Visual
Up to 181 Days' notice	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Between 180 and 151Days' notice	10% of the charges			
Between 150 and 121 Days' notice	50% of the charges			
Between 120 and 91 Days' notice	70% of the charges			
Less than 90 Days prior to the event.	100% of the charges			

31.2 Clause 10.1 includes details of the calculation of the Cancellation Fee due for partial cancellations.

**32 Liability**

32.1 In respect of your liability to the Manager under clause 15.1, you shall indemnify the Manager for all such loss or damage as set out in clause 15.1.

**33 Warranties**

33.1 You warrant that:

33.1.1 you will promptly respond to all requests from the Manager or the Event Coordinator for information regarding your organisation or its hire of the Venue; and

33.1.2 at the time of entering into the Contract, any information provided to the Manager in relation to your organisation and the Event is true, accurate, complete and is not misleading in any way.

33.2 Except where expressly set out in these Conditions, the Manager excludes all warranties, conditions, representations, rights, obligations, liabilities and other terms whether express or implied by statute or common law, to the fullest extent permitted by law.

**PART C - ADDITIONAL TERMS FOR CONSUMERS**

If you are a Consumer, this Part C shall apply. You can obtain further information about your legal rights by contacting the Citizens Advice Bureau (<https://www.citizensadvice.org.uk> / or call 03454 04 05 06).

**34 Interest on late payments**

34.1 If you do not make any payment to us by the date the payment is due under these Conditions, unless agreed otherwise by the Manager, we may charge you interest on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank. This interest will accrue on a daily basis from the date the payment is due until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**35 Cancellation Fees**

35.1 Where you request to cancel the hire of the Venue, which will mean termination of the Contract, the following percentage Cancellation Fee will be applied:

**Up to 30 Delegates**

Amount of notice	Cancellation Fee			
	DDR	Non-DDR		
		Room Hire	Catering	Audio Visual
Up to 90 Days' notice	Not applicable	Not Applicable	Not Applicable	Not Applicable
Between 89 and 60 Days' notice	25% of the charges			
Between 59 and 30 Days' notice	50% of the charges			
Less than 30 Days prior to the event.	100% of the charges			

31+ Delegates

Amount of notice	Cancellation Fee			
	DDR	Non-DDR		
		Room Hire	Catering	Audio Visual
Up to 181 Days' notice	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Between 180 and 151 Days' notice	10% of the charges			
Between 150 and 121 Days' notice	50% of the charges			
Between 120 and 91 Days' notice	70% of the charges			
Less than 90 Days prior to the event.	100% of the charges			

- 35.2 Clause 10.1 includes details of the Cancellation Fee due for partial cancellations
- 35.3 Any administration costs deducted from any sum due to a Customer who is a Consumer under clause 6.2, clause 8.2, clause 17.6 or clause 17.7 shall only reflect the administration costs of the Manager in respect of managing your booking, including any services and assistance provided to you, up to the date on which you or the Manager terminate the Contract as relevant. No deductions shall be made in relation to the work required by the Manager to process your refund.

**36 Quality of Services**

- 36.1 In addition to other remedies which you may be entitled to, if the Services are not provided with reasonable care and skill, or if the services supplied as part of the Services are not of satisfactory quality or mis-described or not provided as required by the Contract:
- 36.1.1 the Manager will, if requested by you and if practicable, re-perform that part of the Services which were not provided to the standard required by the Contract;
- 36.1.2 otherwise, the Manager shall refund the price quoted in respect of the unsatisfactory quality or mis-described items; and
- 36.1.3 such refund shall be made using the same method of payment used to make the payment (in the case of card payments, on the credit card or debit card used by you to pay).

**37 Your right to terminate the Contract**

- 37.1 If you are entering into this Contract as a Consumer, you have additional rights under this Contract to those given to Business Customers. However, in relation to cancellation rights, the Contract is an exception for the purposes of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. In many contracts, Consumers have a statutory right to a "cooling off" period in relation to contracts made by distance or not on the supplier's premises (for example, by telephone) and may cancel a contract made in this way without any liability within 14 days of entering into that contract. However, as the Contract is for the hire of a venue with catering services for a specific date, it comes under one of the allowed exceptions set out in Regulation 28, which includes "the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities, if the contract provides for a specific date or period of performance". Therefore, any cancellation of the Event or termination of the Contract by you (except where this is due to our breach) may incur a Cancellation Fee.
- 37.2 In addition to your right to terminate the Contract if we are at fault as set out in clause 8, you have the right to terminate the Contract for the reasons set out below. If you terminate the Contract for these reasons, the Manager will provide a full refund in respect of any Services or Room hire for which you have paid but which have not been provided to you, and you may, in certain circumstances, also be entitled to compensation. The reasons are:
- 37.2.1 you do not agree to a material change to the arrangements for the hire of the Venue or to the Services made by the Manager;
- 37.2.2 the Manager has informed you of a significant error in the Charges or in the description of the Venue facilities or the Services and you do not wish to proceed; or
- 37.2.3 you have a legal right to terminate the Contract because of something that the Manager has done wrong including, if applicable, late delivery of the Services or if the Manager fails to provide the Services with reasonable care and skill.

**PART D - DATA PROTECTION**

**38 Data protection**

- 38.1 The parties acknowledge that where the Manager is acting as a Processor (as defined below) on behalf of the Customer, this clause 36 shall apply and the following terms shall have the following meanings:
- "Controller" means a "controller" for the purposes of the GDPR;
- "Data Protection Legislation" shall mean (i) the GDPR and any applicable national implementing laws as amended from time to time, (ii) the DPA to the extent that it relates to processing of Personal Data and privacy; and (iii) all other applicable laws relating to the protection of personal data and the privacy of individuals;
- "Data Subject" means an identified or identifiable natural person;
- "DPA" means the Data Protection Act 2018;
- "GDPR" means the General Data Protection Regulation (EU) 2016/679;
- "Personal Data" has the same meaning as "personal data" in the GDPR;
- "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
- "Processing" has the same meaning as "processing" in the GDPR and "Process" and "Processed" shall be construed accordingly; and
- "Processor" has the same meaning as "processor" in the GDPR.
- 38.2 For the purposes of this Contract:
- 38.2.1 the type of Personal Data and categories of Data Subjects are the names and contact details of the Customer and Delegates and the category of data is individual attendees at an organised event; and
- 38.2.2 the nature/purpose of the Processing is to enable the Manager to carry out its duties under this Contract (which form the subject matter of the Processing) and the duration of the Processing shall be the term of this Contract.
- 38.3 Each party shall comply with their respective obligations under the Data Protection Legislation and the Manager shall, in particular:
- 38.3.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carrying out its duties under this Contract and in accordance with the Customer's written instructions and this clause 38;
- 38.3.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
- 38.3.3 not transfer the Personal Data outside of the European Economic Area without the prior written consent of the Customer;
- 38.3.4 ensure that any employees or other persons authorised to process the Personal Data are subject to appropriate obligations of confidentiality;
- 38.3.5 not engage any third party to carry out its Processing obligations under this Contract without obtaining the prior written authorisation of the Customer and, where such authorisation is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in this clause 38;
- 38.3.6 notify the Customer, as soon as reasonably practicable, about any request or complaint received from Data Subjects without responding to that request (unless authorised to do so by the Customer) and assist the Customer by technical and organisational measures, insofar as possible, for the fulfilment of the Customer's obligations in respect of such requests and complaints;
- 38.3.7 on request by the Customer and taking into account the nature of the Processing and the information available to the Manager, assist the Customer in ensuring compliance with its obligations under the GDPR (where applicable) with respect to:
- (i) implementing appropriate technical and organisational measures in accordance with Article 32 of the GDPR;
- (ii) where relevant, notifying any Personal Data Breach to the Information Commissioner's Office (or any replacement body) and/or communicating such Personal Data Breach to the Data Subject in accordance with Articles 33 and 34 of the GDPR; and
- (iii) where necessary, carrying out and/or reviewing and, if applicable, consulting with the relevant supervisory authority with respect to data protection impact assessments in accordance with Articles 35 and 36 of the GDPR;
- 38.3.8 on request by the Customer, make available all information necessary to demonstrate the Manager's compliance with this clause 38 and otherwise permit, and contribute to, audits carried out by the Customer (or its authorised representative); and
- 38.3.9 on termination or expiry of this Contract, destroy or return to the Customer, in accordance with the Customer's preference as indicated on the Booking Sheet, all Personal Data and delete all existing copies of such Personal Data.