

TERMS AND CONDITIONS

VENUE HIRE, CATERING AND PRODUCTION – FROM 2 CARLTON HOUSE TERRACE

1. Interpretation

"The Hirer" means the organisation or individual booking rooms or facilities at 2 Carlton House Terrace. The Hirer is contractually bound by the clauses contained in the 2 Carlton House Terrace Conditions of Hire. "The Owner" means 2 Carlton House Terrace Ltd and The Royal College of Pathologists. The "Caterer" means London's Flying Chef Ltd.

2. Booking Procedure

- 2.1 Provisional reservations will be held for a maximum of four weeks from the initial contact and then automatically cancelled without further communication from the Owner.
- 2.2 A contract between the Hirer and the Owner will be formed on acceptance by parties of these terms and conditions which should be signed by an authorised signatory and returned to the Event Manager together with a deposit of 50% of the room hire and catering within 30 days of the invoice date. The deposit is non-refundable.
- 2.3 Bookings will be considered 'provisional' until a written confirmation has been received by the Event Manager. If no signed terms and conditions and deposit are received the booking will be released.
- 2.4 If payment is not received in accordance with the above, or does not clear for any reason the booking will be immediately cancelled. Final invoices not paid within the 30 days of invoice date will incur interest at 8% over the Royal Bank of Scotland base rate per annum.
- 2.5 Please note our prices are prepared on the basis of specific numbers. In the event of the final numbers falling below the guaranteed number, we reserve the right to increase the quoted price. Any variation to the services that is requested by the hirer must be notified in writing to the Event Manager not less than seven days prior to the function. The Event Manager will endeavour to comply with any requests for variations, subject always agreeing with the hirer any alteration to the quotation that may become necessary. For the avoidance of doubt the Event Manager shall not be obliged to make any such variations.
- 2.6 Prices are correct at the date of printing but such items are subject to alteration without notice.
- 2.7 The final number of guests must be supplied at least 14 working days prior to the function.
- 2.8 On bookings made 30 days prior to hire we require full payment within 14 days of event date.

3. Payments

- 3.1 A deposit representing 50% of the invoice must be paid on the confirmation of the booking at least 30 days prior to the event taking place. The remaining 50% and any additional cost will be invoiced 14 days prior to the event. All payments within these schedules must be cleared funds.
- 3.2 Prices quoted do not include agency commission unless stated otherwise.
- 3.3 The Owner reserves the right to demand payment from The Hirer prior to the event of up to 100% of the total costs. If the amount is not received by the date specified by the Owner, the Owner then reserves the right to cancel the contract and refuse usage to the Hirer.
- 3.4 Should the event continue beyond the contract time the Hirer shall be liable to pay the Owner for each additional hour or part thereof at the published rates.
- 3.5 Payment is due within 30 days of the date of invoice. If any sum payable by the client is outstanding on the due date, interest will be payable on the due amount at the rate of 8% above the Royal Bank of Scotland's base rate for the time from due date until payment.
- 3.6 Individuals and Companies outside the UK will not be granted credit under any circumstances and the full amount of your event will be payable 30 days prior to your event.
- 3.7 All prices quoted are exclusive of VAT at the prevailing rate unless otherwise stated.
- 3.8 Cheques should be made payable to 2 Carlton House Terrace Ltd and sent to the Events Department, 2 Carlton House Terrace, London, SW1Y 5AF.

4. Cancellation and amendments to bookings

- 4.1 **By the Hirer**
In the event that the Hirer for whatever reason cancels a confirmed booking less than 3 months prior to the event date a cancellation charge of 50% of the hire fee shall be made. Once the Event Manager is in receipt of confirmation, cancellation charges are effective immediately. If the cancellation is within 1 month of the event the full hire fee is payable. Outstanding invoices not paid within 30 days of invoice date will incur interest at 8% over the Royal Bank of Scotland base rate.
- 4.2 **By the Owner or the Event Manager**
The Owner shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, strike, Government restriction, act of God, act of terrorism, or any circumstance beyond the control of the Owner which may cause the hiring to be interrupted or cancelled. If the hiring is cancelled for any of the above reasons the Owner shall give to the Hirer the maximum practicable notice and shall refund the charges but shall not otherwise be liable to the Hirer.
- 4.3 Refunds will be given for under occupancy or drop in catering notified at least a month in advance. No refunds will be issued once final invoice has been raised. Refund requests in relation to customer service issues will only be granted at the discretion of the Events Manager and must be made in writing to the Owner detailing the complaint, up to seven days after the hire.

5. Equipment brought into the premises

- 5.1 The Owner must approve all contractors engaged by the Hirer in advance. The contractors are responsible for evidencing documentation appertaining to applicable legislation including copies of risk assessment documentation. The contractors are required to supply staff trained and fit for the purpose for which they are employed.
- 5.2 Permission must be obtained from the Owner for the construction of display units, audiovisual equipment, etc. Restrictions relate to weight of individual items, dimensions and proposed position with regard to the safeguarding of Hall Treasures and Fittings.
- 5.3 The Owner decline any responsibility for goods, equipment, personal effects left at 2 Carlton House Terrace after any function. Such items may be left at the Hirer's risk only by arrangement with the Owner.
- 5.4 All extra AV and Lighting equipment must be hired via our preferred supplier. Please contact the Event Manager for details.

6. Music and Entertainment

Music, Entertainment and Dancing are allowed at the discretion of the Owner.

7. Use of Premises

The Hirer agrees and undertakes as follows:

- 7.1 Not to use the premises other than for the purpose of the function specified in the hire agreement.
- 7.2 To pay Value Added Tax at the appropriate rate chargeable on the hiring charge and on any other supply of services or goods under the hire agreement.
- 7.3 To ensure that good order of staff and guests is kept whilst on the premises and at time of exit and to ensure that no activity is carried out that shall cause nuisance or annoyance.
- 7.4 To take all reasonable care of the premises and property therein and to make good all damage and loss or theft caused to the premises and any property therein.
- 7.5 To ensure that property brought onto the premises during the period of hire and all debris is removed from the premises on expiration of the period of hire so that the premises are vacated and left in a clean and orderly state. Any damage to the premises will be repaired by the Owner and charged to the Hirer thereafter. In the event of the Hirer failing to comply with the obligations under this sub clause the Owner shall be entitled to perform the same and also to put any such goods and chattels into store and costs connected therewith will be charged to the Hirer.
- 7.6 Not to permit any activity which may render an increased premium payable for insurance of the premises or any part thereof or to carry out any activity which may void any such policy of insurance.

- 7.7. To indemnify the Owner against all costs, expenses, actions, claims, demands and liability arising from any non-compliance with the terms and obligations of this Agreement or from any non-compliance with any regulation or direction that the Owner may from time to time give the Hirer pursuant to this Agreement.
- 7.8. Provide all contractors names, addresses and telephone numbers at the time of the confirmation of the booking and shall indemnify the Owner against any loss, damage, claim or expense in respect of all sub-contractors engaged by the Hirer to carry out work solely in connection with the said event.

8. Catering

- 8.1 London's Flying Chef currently have the sole right to cater at 2 Carlton House Terrace and they alone are allowed to bring food and drink onto the premises. The Owner reserve the right to substitute another caterer at any time should their contract with London's Flying Chef terminate before the date of the event
- 8.2 All negotiations on catering matters should be conducted directly with the Events Department (Tel: 020 7451 6740).
- 8.4 The Owner disclaim responsibility for all matters connected with catering at 2 Carlton House Terrace.

9. Smoking

As of the 1st July 2007 it is against the law to smoke in an enclosed public place therefore no smoking will be permitted on the premises.

10. Limitation of Liability

If the Owner is in breach of its obligations hereunder for any reasons or terminates this contract The Owner only liability is to return the hire charge, if appropriate and the Owner shall not be liable to The Hirer for any loss suffered by the client and in particular, The Owner shall not be liable for any consequential loss or damage occasioned by the cancellation of the event.

11. Right of Entry and Security

- 11.1 The Owner reserves the right of entry for itself and for contractors and agents to enter the premises at all times.
- 11.2 The Owner may for security purposes stop and search any person entering the building and shall be entitled to refuse entry to any person or animal which they consider to be a risk to safety.
- 11.3 In order to comply with fire regulations, the maximum number of people permitted in each room is as stated in the Operational Conditions and these Guidelines and may not be exceeded

12. Public Order, Health & Safety

The Hirer and the Owner acknowledge their respective responsibilities under the Health & Safety at Work Act 1974 and in particular:

- 12.1 The Hirer shall be responsible for the preservation of public order during the event.
- 12.2 A representative of The Hirer must be present and available throughout the event to ensure it runs smoothly.
- 12.3 The Hirer shall observe the Owner Health & Safety Rules in accordance with the above Act.
- 12.4 The Hirer shall ensure that satisfactory risk assessments and method statements are provided by their contractors before a Permit to work is issued by the Owner
- 16.5 The Hirer shall observe and comply with any additional regulations as the Owner may make in relation to the premises

13. Conduct

- 13.1 The Hirer shall take all reasonable care of the premises and its property and meet the cost of all damage and loss to the premises and its property arising from the event.
- 13.2 The Hirer shall remove immediately after the event all equipment and items brought onto the premises and clear all rubbish and debris which The Hirer has accumulated during the

event. The Hirer shall restore any part of the premises which it may have altered.

- 13.3 The Hirer shall inform the Events Department with written details of all equipment that the Hirer wishes to bring onto the premises. The Hirer shall not bring onto the premises any equipment that the Owner has not authorised.

14. Contractors and Agents

- 14.1 All Terms and Conditions shall apply to The Hirer's agents, contractors and visitors.
- 14.2 All quotations of charges made by the Owner which are passed on must not be altered or amended in any way without the consent of the Owner. Any commission or management fee must be presented separately from the Owner quotation

15. Indemnity

The Hirer shall indemnify the Owner against any losses, damages, claims, and expenses incurred in respect of the following, to the extent not caused as a direct result of the negligence the Owner or their employees:

- 15.1 Death or personal injury
- 15.2 Damage to the venue or any part of it
- 15.3 Damage to, loss or theft of any property.

16. Insurance

It is the Hirer's responsibility to ensure that adequate insurance cover is in place in respect of the Hirer's legal Liability for loss of or damage to the buildings 2 Carlton House Terrace and its contents.

- 16.1 The Hirer shall further indemnify the Owner against all loss, expenses or damage to third party property and in respect of death or injury to any person in conjunction with The Hirer's or its contractor's use of the premises. The Hirer shall indemnify the Owner against all claims which may be made against them in respect of such matter except injury, loss or damage resulting from the negligence of the Owner.
- 16.2 The Hirer shall effect to maintain public liability insurance in respect of the matters so indemnified to a minimum cover of £10,000,000
- 16.3 The Hirer must not do or allow to be done anything which may render payable an increased premium under policies of insurance effected by the Owner in respect of the premises or which may render void any such policies

17. Default

The Owner may at its discretion terminate this contract in the following circumstances;

- 17.1 Where any sum under this contract or any other contract has not been paid in full on the due date for payment
- 17.2 Where the Hirer has committed a material breach of this contract or any other contract between The Hirer and the Owner.
- 17.3 Where the Hirer is a limited company and makes a proposal for a voluntary arrangement within Part 1 of The Insolvency Act 1986.
- 17.4 Where the Hirer is not a limited company and commits an act of bankruptcy

18. Complaints

Any complaint must be received by The Event Manager in writing no later than **THREE** working days following the event.

19. Governing Law

This contract shall be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.

20. Force Majeure

The Owner shall not be liable for any loss due to any circumstances which include, but not exclusively, breakdown of machinery, failure of supply of electricity or other utilities, leakage of water, fire, flood, explosion, strike or labour dispute, external road or building works, Government restrictions, Force Majeure, act of terrorism or any circumstance outside the control of the Owner which may cause the event to be interrupted or cancelled.

To confirm your booking, please sign the form overleaf and return to the Events Manager, 2 Carlton House Terrace, London, SW1Y 5AF

TO CONFIRM YOUR BOOKING, PLEASE SIGN AND RETURN

I/We have read, understood and accept the Terms and Conditions as supplied and confirm the hire of this venue and appointment of London's Flying Chefs to carry out Catering Services at the 2 Carlton House Terrace.

VENUE: 2 Carlton House Terrace **EVENT DATE(S):**

YOUR PURCHASE ORDER REFERENCE (if applicable).....
Please attach a copy of the purchase order to your booking confirmation.

SIGNED:**NAME:**

COMPANY NAME:.....

CONTACT:

JOB TITLE:

COMPANY ADDRESS:.....

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TELEPHONE NUMBER:

EMAIL:

CONTACT DETAILS OF PERSON RESPONSIBLE FOR PAYING INVOICES

NAME:

ADDRESS:

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TEL:

EMAIL:

DATE.....