

WIMPOLE<sup>St</sup>



Standard Terms & Conditions

## Standard Terms and Conditions of Hire

**1 Wimpole Street is the trading name of Royal Society of Medicine Commercial Services Ltd., a wholly owned subsidiary of The Royal Society of Medicine.**

1 Wimpole Street's conference and venue facilities are available for hire by external organisations. There are conditions of use which these Standard Terms and Conditions set out.

1. These Terms & Conditions will form part of the Contract, together with any other terms stated in the Contract. This Contract is between Royal Society of Medicine and the Client. 1 Wimpole Street is owned by The Royal Society of Medicine. You may not transfer your rights or responsibilities under this Contract to any other person or organisation.

### DEFINITIONS

2. In these terms and conditions:
  - i) "RSM" means Royal Society of Medicine.
  - ii) "1WS" means 1 Wimpole Street.
  - iii) "Room" refers to spaces booked.
  - iv) "Minimum numbers" means the minimum numbers for which the Client will be liable to pay.
  - v) "Venue Sales Office" means the Venue Sales Office at 1WS.
  - vi) "Management" means the Management Team of 1WS.
  - vii) "Client" and "You" means the organising body / company and organiser responsible for commissioning of and payment for the event.
  - viii) "Contract" means the agreement between 1WS and the Client for a specific booking or series of bookings.

### CHARGES AND PAYMENT

3. 1WS requires at least 14 days' notice prior to arrival date to arrange any credit facilities. Credit accounts must not exceed their credit limit at any time.
4. Payment must be in pounds sterling (UKL). 1WS reserves the right to pass on any bank charges resulting from exchange of foreign currency payments.
5. Final invoice payment must be received by 1WS within 30 days from the date of the final invoice. Purchase orders used to facilitate payment must be supplied at least 14 days before the event date to the Venue Sales Office. Failure to do so can result in cancellation of the booking.
6. In the event of late or part payment of any invoiced charges, 1WS reserves the right to charge interest, on a daily basis, for the due date of each invoice, at 8% above the base lending rate from the time to time of 1WS's bankers, presently The Bank of Scotland.

7. 1WS reserves the right to carry out credit checks on the Client and to withdraw or refuse credit facilities as appropriate.
8. Following confirmation of the reservation by the Client, 1WS will issue an initial deposit request (venue hire paid in full) payable within 30 days (or before the event date, whichever is sooner) by the Client.

### CONFIRMATION BY THE CLIENT

9. All bookings are considered as provisional until the Contract is signed by both the Client and 1WS. Once the Contract is signed by both parties, and the initial deposit has been paid, all such facilities and services on your behalf will be subject to the terms and conditions of the Contract.
10. The Contract must be returned by the Client and received by 1WS within 14 working days of the date of issue or, if such time is not available prior to the date of arrival, within a maximum of 48 hours. If the Contract is not received by 1WS within this period, 1WS reserves the right to release the provisional booking and re-let the facilities.
11. Expected numbers must be advised to 1WS at the time of enquiry. Minimum numbers will be identified on the Contract. Final timings, menus and any special requests must be confirmed to 1WS at least 14 days prior to arrival.

### CLIENT'S OBLIGATIONS:

12. The Client shall not without RSM's prior written permission:
  - i) make alterations to the structure, internal layout, fittings, decorations or furnishings of the Room or provide any additional fittings, decorations or furnishings;
  - ii) bring into or install at the Room any additional machinery, electrical or other equipment;
  - iii) suspend or allow anything to be raised or lowered from the ceiling of the Rooms unless and until any such suspension, fixing or attachment and the method of so suspending fixing or attachment shall have been approved;
  - iv) fix anything to the walls, ceilings, floors or pillars of the Room by nails, screws, drawing pins, tape or other means;
  - v) bring into or use at the Room any explosives, fireworks, naked lights or dangerous substances. The Client shall ensure any event held at the Room does not involve danger to the public and shall not cause any harm or damage to the Room;

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Client's Signature & Print Name

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Management's Signature & Print Name

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- vi) show commercially available films or videos or DVDs; and
- vii) save as may be permitted in accordance with this Agreement take photographs or make video recordings in the Room for public relations or any commercial purposes.
- viii) Carry out any clinical or invasive procedures onsite without prior approval of 1WS.

13. The Client shall:

- i) ensure that all props and other items used in connection with the event it is hosting are properly fire proofed to the satisfaction of the local fire authority and RSM H&S Manager;
- ii) comply with all appropriate law, statutes, regulations, orders and requirements of the local fire authority;
- iii) pay the costs of installing any additional decorations, machinery, electrical or other equipment which are required for the event it is hosting (and approved by RSM) and the cost of any additional staff to operate such equipment;
- iv) at the end of the period of hire or upon earlier termination of this Agreement quietly leave 1WS without delay and ensure that all alterations are reinstated and that all machinery, electrical equipment or fittings brought in to 1WS by the Client's or the / Client's Contractors or guests are removed and the Room restored and left in a clean, tidy and in as good a state and condition as before the start of the event and in all respects to the reasonable satisfaction of Management;
- v) ensure that nothing used in the event to be hosted by the Client, infringes the copyright or other intellectual property rights or any other rights of any third party or is in any way obscene or defamatory;
- vi) not permit anything to be said or done at 1WS which is subversive of public law and order or calculated or likely to cause a breach of the peace, or which may injure or tend to injure RSM's reputation;
- vii) be responsible for the orderly and safe conduct of the event to be hosted by the Client at the Room, for ensuring that nothing that the Client, the Client's employees agents, Contractors or guests do, or fails to do interferes with any other person's use or enjoyment of the 1WS;
- viii) must not permit any unlawful activities at 1WS including without limitation illegal betting, gaming or drinking.

## AMENDMENTS BY CLIENT

- 14. Amendments to delegate numbers and/or arrangements must be confirmed to 1WS in writing. As the specific details of the booking are established, the value of the booking will inevitably increase. From time to time, 1WS will issue updated quotations, setting out the then current value current value of the Client booking. You hereby acknowledge and agree that in the event of cancellation of your booking and supplementary quotations issued to you shall be incorporated into the Contract for the purposes of these terms and conditions.
- 15. Reduction in the duration or Contracted value of the booking will be subject to 1WS's Cancellation policy.
- 16. At 14 days prior to the Event date, the Client must give an estimation of expected numbers. Final numbers are required 3 full working days before and must increase no more than 10% of the Contracted numbers. Numbers may not decrease below the minimum numbers.
- 17. Should the Client make significant changes in the programme or the expected numbers, this may result in amendments in the applicable rates and/or facilities offered by us.

## CANCELLATION BY THE CLIENT

- 18. In the unfortunate circumstances that you have to cancel or postpone your confirmed booking at any time prior to the event, 1WS will endeavour to resell the facilities on your behalf. 1WS's Cancellation policy is to charge for our loss of profit as follows:

RH - room hire, FB - food and beverage,  
 DDR - day delegate rate

DAYS	Number of Total Delegates			
	30 or less	31-50	51-149	150+
180 +	n/a	n/a	n/a	n/a
91-179	n/a	n/a	50% RH 25% DDR	50% RH 25% DDR
31-90	n/a	75% RH 50% FB 50% DDR	75% RH 50% FB 50% DDR	75% RH 50% FB 50% DDR
7-30	75% RH 50% FB 50% DDR	90% RH 75% FB 75% DDR	90% RH 75% FB 75% DDR	90% RH 75% FB 75% DDR
6 or less	90% RH 90% FB 90% DDR	90% RH 90% FB 90% DDR	90% RH 90% FB 90% DDR	90% RH 90% FB 90% DDR

Client's Signature & Print Name

Management's Signature & Print Name

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19. Any cancellation, postponement or partial cancellation should be advised to the Venue Sales Office in the first instance verbally. The Client must send a written confirmation of cancellation, signed by the Client.
20. Definitive cancellation charges due can only be confirmed to you after the intended date of your event, when 1WS shall reduce the charge by the profit on any alternative business 1WS have been able to secure on your behalf. If a deposit and/or other pre-payments have been made by you in respect to a cancelled booking, and such amounts at less than or equal to the amount of the cancellation charges due, they shall be non-refundable.

### AMENDMENTS OR CANCELLATION BY 1WS

21. Should 1WS for reasons beyond our control need to make any amendments to the Client's booking, 1WS reserves the right to offer an alternative choice of facilities which will be of an equal or higher standard to those facilities have been booked. Where named facilities have been booked, 1WS will cover any costs that may result from some charges.
22. Our acceptance of your booking is on the understanding that circumstances beyond our control may prevent us from meeting our obligations at the relevant time in which case 1WS will not be liable for any loss suffered by you or any third party.
23. 1WS may cancel the booking:
  - a. If the booking might, in the opinion of 1WS, prejudice the reputation of 1WS or the RSM.
  - b. If the Client is more than 30 days in arrears of previous payments due to 1WS.
  - c. If 1WS becomes aware of any alteration in the Client's financial situation.

### FORCE MAJEURE

24. RSM may cancel the hire of the Room at any time with immediate effect and without any liability to the Client if circumstances or events outside its reasonable control ("Force Majeure") prevent, delay or substantially affect RSM's ability to perform its responsibilities or any part of them.
25. Force Majeure events or circumstances outside the RSM's reasonable control shall include but not be limited to acts of God, fire and damage to the Room, refusals to grant licences, strikes, lock-outs or industrial action (whether involving RSM employees or a third Party's), the need to use the Room for a national emergency and RSM's belief that the Room will not be fit for public use at the time of the hire period.
26. If RSM cancels the booking in any of these circumstances, RSM will, as far as is practicable, give notice in writing to bring the Agreement to an end immediately and RSM will refund any

deposit or other charges paid by the Client unless the cancellation is related to the Client's acts or omissions or those of its agents or Contractors (or the Client's or their employees). This shall be without prejudice to any claim (by either of the parties) which may already have arisen under the Agreement.

### TERMINATION

27. RSM may also cancel this agreement if any or all of the matters referred to below apply. In these circumstances the Client shall not be entitled to a refund of the deposit or any part of it nor any charges paid up to the date of the cancellation:
  - i) in RSM's reasonable opinion there has been a material breach of this Agreement by the Client; or
  - ii) the Client suspends payment to or convenes or holds a meeting of creditors or commits an act of bankruptcy or (being a company) shall have a receiver appointed pursuant to the Insolvency Act 1986 or by the Court or any debenture holder or shall have an administrator or administrative receiver appointed pursuant to the Insolvency Act 1986 or shall go into liquidation (other than for the purpose of amalgamation or reconstruction) or shall make any arrangements with its creditors or any arrangements for the benefit of such creditors or if distress or execution shall be levied or threatened upon any of its property or any judgment against it shall remain unsatisfied for more than 14 days; or
  - iii) the Client ceases or threatens to cease to carry on business or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
  - iv) a petition is presented or a meeting is convened for the purpose of considering a resolution for the making up of an administration order, a winding up bankruptcy, or dissolution of the Client; or
  - v) a petition for the bankruptcy of the Client is presented or circumstances exist which would permit such a petition to be presented.

### CATERING

28. 1WS will undertake all catering by its own "inhouse" team.
29. The Client may not bring any food or drink into 1WS for use during the event, unless agreed, in writing, in advance with 1WS. When agreed that such food and drink can be brought into 1WS, additional disclaimers and charges will apply, at the sole discretion of 1WS.

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Client's Signature & Print Name

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Management's Signature & Print Name

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### AUDIO VISUAL

30. The Client has a responsibility to ensure that all of the presentations relating to the meeting are sent to the Audio-Visual Department at least 2 full working days prior to the event. Failure to deliver to the Audio-Visual Department will prevent testing of the presentations on the hired equipment and cannot report or rectify any issues that may arise with the compatibility of the equipment.

### DATA PROTECTION ACT

31. The details of the Client, or where different the Client, will be held by 1WS on its computer database for use by its Finance department for maintaining proper records and by the Venue Sales Office for marketing purposes and the Client hereby grants it consent for its details to be held in the manner referred to herein. It will not be passed on to any third parties.

### EQUIPMENT

32. 1WS cannot accept responsibility for any items lost or mislaid on the premises.
33. 1WS accepts no responsibility for any hired equipment or conference equipment provided by, for, or on behalf of the Client, left unattended prior to, during or after the event.
34. All items stored are at the Client's risk.
35. Any items not collected within 24 hours of the end of the event will be disposed of unless prior arrangements have been made.
36. 1WS will not be responsible for any items sent by courier that get lost or damaged or for any items left at 1WS after the event has taken place.

### INSURANCE

37. The Client acknowledges that any such objects, equipment, furniture, stock, or other property of any sort will remain under the control and care of the Client and/or guest and the Client, and the Client is responsible for ensuring such property and accordingly The RSM excludes liability for losses.

### LIABILITY AND INDEMNITY

38. The Client shall be liable for and shall indemnify RSM against all losses damages claims costs or expenses incurred directly in connection with the Client's use or occupation of the Room which arise from any deliberate fraudulent or negligent act or omission, breach of Contract or breach of statutory obligation by the Client, their agents, staff, sub-contractors and guests. Such liability and indemnity shall include, but without limitation, claims made against RSM by third Parties and claims in respect of personal and bodily injury and damage, loss or

destruction of any property.

39. RSM accepts no responsibility or liability for any loss or damage caused to the Client or the Client's property or any person or the property of any person using the Room provided that this clause shall not exclude liability for death or personal injury caused by RSM's own negligence.
40. Notwithstanding any other provision contained in this Agreement under no circumstances (including cancellation) will RSM accept liability, whether in Contract, tort (inclusive of negligence), breach of statutory duty or otherwise for: -
- i) any increased costs or expenses;
  - ii) any loss of profit, business or Contracts;
  - iii) any damage or loss, including special, indirect or consequential damage of any nature whatsoever, provided that nothing in these provisions shall limit RSM's liability for death or personal injury resulting from its negligence or breach of statutory duty.

### GENERAL

41. The Rooms are available for the time shown on the Contract. Any extension may incur additional charges. In addition, if any event exceeds the Contracted period of hire and causes a conflict with a following event and despite notice, does not end, then 1WS reserves the right to enter the room and end the event forthwith.
42. 1WS reserves the right to approve any externally arranged entertainment, services, equipment, or activities, that you have arranged in line with Health and Safety and cannot accept liability for any resulting cost.
43. The use of the RSM or 1WS logo or any other branding by external organisations may not be used without our written permission. The RSM and 1WS logo and name are trademarked and may not be used in any marketing, social media or communications material by any other organisation or person outside the RSM or 1WS.
44. Should any of your delegates not be able to correct any aspect of poor behaviour or activities unacceptable to 1WS, 1WS reserves the right to terminate the event. Should this occur, no monies will be refunded to you. The Manager's decision is final.
45. 1WS maintains the right to hire out any other Rooms not hired by the Client to third parties. If the Client wishes no other competitor to be in the venue, they must provide a list of all their competitors to the Venue Sales Office prior to the confirmation. 1WS will endeavour to comply but cannot guarantee this.

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Client's Signature & Print Name

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Management's Signature & Print Name



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- 46. 1WS will not be liable for any failure to provide or delay in providing facilities, services, food or beverages as a result of the event or the matters outside its control.
- 47. The costs of repairing any damage caused to the property, contents, or grounds by any of your delegates must be reimbursed to 1WS by the Client.
- 48. Prices quoted exclude VAT at the prevailing rate at the rate prevailing when the Contract was prepared and are subject to alterations should the rate change.
- 49. The Venue must comply with certain licensing and statutory regulations and requires the Client to fulfil their obligations in this respect.

I acknowledge that I have read and received a copy of the Terms and Conditions and agreed to abide by them. If the Contract is signed by the Client and 1WS it will be deemed a Contract formed in the locale of the event and come under English and Welsh governing law. Payment in UK British Pounds Sterling.

Client's Name (Printed): \_\_\_\_\_

Client's Signature: \_\_\_\_\_

Position within Company: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

Authorised to sign up to the Value of: \_\_\_\_\_

Company/ Organisation Name: \_\_\_\_\_

Invoice Address: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Summary of the Meeting/Event Title: \_\_\_\_\_

Estimated Numbers of Catering: \_\_\_\_\_

Agreed Event Minimum Numbers: \_\_\_\_\_

1WS Management's Name (Printed): \_\_\_\_\_

1WS Management's Signature: \_\_\_\_\_

Authorised to sign up to the Value of: \_\_\_\_\_

\_\_\_\_\_  
Client's Signature & Print Name

\_\_\_\_\_  
Management's Signature & Print Name

# At 1 with conferences and meetings

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