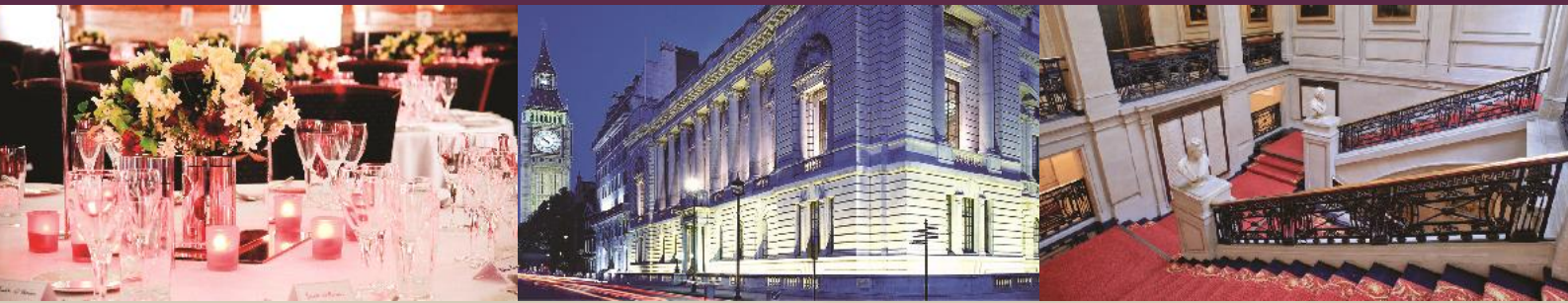


One Great George Street's  
Terms & Conditions

(2017 Version)



**1 Interpretation**

1.1 In this Agreement, where the context allows, the following words and phrases shall have the following meanings:-

<b>Agreement</b>	These terms and conditions (including the Schedule), the Hire Form, the attached appliance checklist, any Function Sheet issued by the Manager from time to time, together with those of the Manager's standard rates and Maximum Legal Capacities set out in Brochure/Website which apply to this Agreement from time to time accordance with its terms.
<b>Belongings</b>	All items and personal effects brought onto the Property by the Hirer and any Invitees
<b>Brochure/Website</b>	Each of the Manager's online brochure and the Manager's website from time to time, accessible via the link(s) provided by the Manager to the Hirer, including those of the Manager's published rates for room hire, catering and supply of audio visual facilities, and the maximum legal capacity for each of the rooms, in each case, to the extent applicable from time to time in accordance with this Agreement
<b>Catering</b>	The catering (if any) specified in the Hire Form to be provided by, or on behalf of, the Manager to the Hirer but subject to any variation to the same effected, and/or any additional catering to be supplied by or on behalf of the Manager, from time to time in accordance with this Agreement
<b>Catering Charge</b>	The charge, for the Catering, as particularised in clause 3.1 but subject to any variation to such charge effected, and/or any additional charge applicable to Catering payable by the Hirer, from time to time in accordance with this Agreement
<b>Charge Method</b>	The Package Rate Option or the Room Hire Option, whichever such charging method is applicable to the Hirer as specified in the Hire Form
<b>Equipment</b>	The equipment (if any) specified in the Hire Form to be provided (on a hire basis) by, or on behalf of, the Manager to the Hirer during the Hire Period, but subject to any variation to the same effected, and/or any additional equipment to be supplied (on a hire basis) by or on behalf of the Manager, from time to time in accordance with this Agreement
<b>Equipment Charge</b>	The charge, for the Equipment, as particularised in clause 3.1 but subject to any variation to such charge effected, and/or any additional charge applicable to Equipment payable by the Hirer, from time to time in accordance with this Agreement
<b>Event</b>	The event to which the Hirer's booking relates as shown on the Hire Form
<b>Function Sheet</b>	The document (if any) which the Manager may, at its discretion, issue to the Hirer, setting out any updated or amended details of the booking.
<b>Hire Form</b>	The front signature page to this Agreement setting out the hire details
<b>Hire Period</b>	The hire period as described in the space allocated for the Date and Times on the Hire Form, but subject to any amendment to the same effected in accordance with this Agreement from time to time
<b>Hirer</b>	The person named on the Hire Form

<b>Invitees</b>	The Hirer's employees, agents, contractors, sub-contractors, guests, delegates, exhibitors, customers or other invitees of the Hirer
<b>Layout Manager</b>	The layout as agreed between the Hirer and the Manager Thomas Telford Limited (registered in England with registered number 2556636 having its registered office at 1-7 Great George Street, Westminster, London, SW1P 3AA), which company manages the Property under the trading name "One Great George Street"
<b>Maximum Numbers</b>	The maximum number of Invitees agreed between the Hirer and the Manager to be accommodated in the Room(s) in accordance with the original Layout
<b>Maximum Legal Capacity</b>	The maximum number of Invitees which each of the respective Room(s) is legally permitted to hold, as stated in the Brochure/Website
<b>Minimum Number</b>	The minimum number of Invitees specified in the Hire Form but subject to any variation to the same effected in accordance with this Agreement from time to time
<b>Owner</b>	The Institution of Civil Engineers (registered in England with Registered Charity No. 210252 having its registered office at One Great George Street, Westminster, London SW1P 3AA)
<b>Package Rate Option</b>	The charges and charging method particularised in, or by reference to, clause 3.2
<b>Property</b>	The premises at One Great George Street, Westminster, London, SW1P 3AA including the Room(s)
<b>Provisional Hold Period</b>	The period between the reservation being made and the Manager inviting the Hirer to confirm the booking
<b>Room Hire Charge</b>	The charge for the Room(s) as particularised in clause 3.1 but subject to any variation to such charge effected, and/or any additional charge applicable to Room(s) hire payable by the Hirer, from time to time in accordance with this Agreement
<b>Room Hire Option</b>	The charges and charging method particularised in, or by reference to, clause 3.1
<b>Room(s)</b>	The room or rooms specified in the Hire Form but subject to any variation to the same effected, and/or any additional room(s) to be made available to the Hirer, from time to time in accordance with this Agreement
<b>Services</b>	The additional services (if any) specified in the Hire Form to be provided to the Hirer by, or on behalf of, the Manager but subject to any variation to the same effected, and/or any additional services to be supplied by or on behalf of the Manager, from time to time in accordance with this Agreement
<b>Service Charge</b>	The charge, for the Services as particularised in clause 3.1 but subject to any variation to such charge effected, and/or any additional charge applicable to Services payable by the Hirer, from time to time in accordance with this Agreement
<b>Working Day</b>	Any day other than a Saturday or a Sunday or a public bank holiday in England

1.2 References to clauses are to clauses of this Agreement and references to sub-clauses are, unless otherwise stated, references to sub-clauses of the clause in which the reference appears.

1.3 The headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

- 1.4 References to British Standards are to those current from time to time.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of this agreement shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.6 A reference to a party or parties is a reference to the Manager and/or the Hirer.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.9 Any words following the terms including, include, in particular or for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to writing or written includes email.

## **2 Booking Procedure**

- 2.1 If the Manager agrees, the Hirer may make a provisional booking. The Hirer must provide full contact details including telephone and fax numbers and email address when making a provisional booking along with details of the proposed event to the satisfaction of the Manager.
- 2.2 At the end of the Provisional Hold Period agreed between the Hirer and the Manager, the Manager will normally contact the Hirer to invite the Hirer to confirm the booking immediately, by returning a copy of this Agreement signed by or on behalf of the Hirer. If the provisional booking is not confirmed within one Working Day of the Hirer being contacted by the Manager it will be cancelled unless it is extended under clause 2.3.
- 2.3 The Manager may at its absolute discretion decide to extend the provisional booking for a further period. During this time the Manager may contact the Hirer to invite the Hirer to confirm the provisional booking. If the provisional booking is not confirmed within one Working Day of the Hirer being contacted by the Manager, it will be cancelled.
- 2.4 Notwithstanding the above, a provisional booking does not create a contract and the Manager reserves the right to cancel a provisional booking at any time during or after the Provisional Hold Period without notice and without any liability to the Manager.
- 2.5 Before confirmation of booking the Hirer, if so requested, shall inform the Manager in writing of:
- a) the purpose for which the Room(s) are required;
  - b) the nature of the Hirer's business or activities; and
  - c) the names of affiliated companies/organisations of the Hirer and any parent or subsidiary companies of the Hirer,

and the Manager will then decide in its absolute discretion whether or not the purpose and Hirer are acceptable before accepting the booking. In particular, but without limitation, the Manager may in its absolute discretion refuse a booking if it considers there may be a security risk or other controversial purposes are likely to be unacceptable. Subject to the provisional booking becoming a Confirmed Booking, the Hirer hereby warrants and represents to the Manager that all of the information provided to the Manager pursuant to this clause 2.5 (whether on, before or after the Booking Date) is accurate, complete and not misleading and this warranty shall be repeated on each day from (and inclusive of) the Booking Date to (and inclusive of) the last date of the Hire Period.

- 2.6 Before confirmation of the booking the Hirer shall provide an estimate of the number of Invitees attending the Event.
- 2.7 Bookings will only become contractually binding when the Hirer confirms them and the Manager, by signing a copy of this Agreement, accepts such booking (**Confirmed Booking**) (and the date of such acceptance shall be the **Booking Date**)
- 2.8 If a Hirer cancels a confirmed booking, the cancellation charges in clause 5 will apply.

### **3 Charge Method**

- 3.1 If the agreed Charge Method is the Room Hire Option, the charges payable by the Hirer to the Manager, shall, to the extent applicable, subject to clause 3.3, be the aggregate of the following:
- 3.1.1 the Room Hire Charge specified in the Hire Form; and
- 3.1.2 the Equipment Charge specified in the Hire Form; and
- 3.1.3 the Service Charge specified in the Hire Form; and
- 3.1.3 the Catering Charge, which shall be higher of:
- (a) the minimum catering charge per Invitee as specified in the Hire Form multiplied by the Minimum Number; or
- (b) the minimum catering charge per Invitee specified in the Hire Form multiplied by the confirmed number of Invitees due to attend the Event; or
- (c) the minimum catering charge per Invitee specified in the Hire Form multiplied by the actual number of Invitees who attend the Event.
- 3.2 If the agreed Charge Method is the Package Rate Option, the charges payable by the Hirer to the Manager shall, subject to clause 3.3, be the higher of:
- 3.2.1 the charge per Invitee specified in the Hire Form multiplied by the Minimum Number; or
- 3.2.2 the charge per Invitee specified in the Hire Form multiplied by the confirmed number of Invitees due to attend the Event; or
- 3.2.3 the charge per Invitee specified in the Hire Form multiplied by the actual number of Invitees who attend the Event,

and such amount shall be deemed to be inclusive of the Room(s), the Equipment, the Services and the Catering, subject always to any variation or addition to any of the same, and any variation and/or addition to the above

mentioned Package Rate Option charge, effected from time to time in accordance with this Agreement.

3.3 A variation or addition to the Room(s), the Equipment, the Services, the Catering, the Minimum Number or the Hire Period (including Session Times) may be validly effected, if agreed between the parties or, at the sole discretion of the Manager (whose decision and any subsequent action need not be communicated to the Hirer) provided it is in accordance with a written request from the Hirer. In the event that there is such a variation or addition to any of the Room(s), the Equipment, the Services, the Catering, the Minimum Number or the Hire Period (including Session Times) from time to time, the Manager shall be entitled to charge for all additional commitments in the amount agreed between the parties for such purposes or, to the extent not agreed, by reference to the applicable rates set out in the Brochure/Website, and clause 3.1 or clause 3.2 (whichever applies) shall be construed so as to take account of such additional amounts. For the purposes of this clause 3.3, something shall be deemed to have been 'agreed between the parties' if and to the extent that:

3.3.1 it is agreed in writing between the parties (whether or not signed by both parties); or

3.3.2 it is set out in a Function Sheet issued by the Manager to the Hirer and either, signed by the Hirer or, if not so signed, not objected to by the Hirer in writing within 7 days of its date of issue by the Manager.

3.4 This clause 3 is without prejudice to any other charges and amounts expressly required to be paid by the Hirer under and in accordance with any other provision in this Agreement and not covered by this clause 3, but such other provision shall not operate so as to duplicate any amount payable by the Hirer under this clause 3.

#### **4 Payment and Deposit**

4.1 Within 7 days of the Booking Date, the Hirer shall pay a deposit to the Manager calculated by reference to the agreed Charge Method as follows:

4.1.1 for the Package Rate Option, 50% of the amount payable based on the Minimum Number or the confirmed numbers of Invitees under clause 3.2.2 (whichever is higher at that point); or

4.1.2 for the Room Hire Option, 50% of each of the Room Hire Charge, the Equipment Charge, the Service Charge and the Catering Charge based on the Minimum Number or the confirmed numbers of Invitees under clause 3.1.3(b) (whichever is higher at that point),

and the amount of the deposit paid (and any additional deposit paid under this clause 4) will be credited against the overall charges. In the event of a cancellation, the deposit (and any additional deposit paid under this clause 4) will be used towards satisfaction of any cancellation charges incurred under clause 5, and any balance not used towards satisfaction of any cancellation charges and/or any other liabilities owing to the Manager or the Owner shall be refunded.

4.2 If, after payment of the deposit but before payment of the balance, there is an increase to the Minimum Number or the confirmed number of Invitees under clause 3.1.3(b) or clause 3.2.2 (whichever is applicable) or if there is any other change which results in an increase in any of the overall charges payable by the Hirer, the deposit shall be recalculated in accordance with clause 4.1 but taking account of any and all such aforementioned applicable increases, as known at that point, and the Hirer shall, on demand pay to the Manager the difference between the previous deposit(s) paid and the recalculated deposit.

4.3 The full balance of all outstanding sums (or as close to full balance as can be ascertained at that point) shall be paid no later than one month before the start of the Hire Period. If a booking is confirmed less than one month before the start of the Hire Period starts, full payment (or as close to full payment as can be ascertained at that point) is required to be paid on the Booking Date, as follows, depending upon the agreed Charge Method:

- a) for the Package Rate Option, 100% of the amount payable under the Package Rate Option based on the Minimum Number or the confirmed numbers of Invitees under clause 3.2.2 (whichever is higher at that point); or
- b) for the Room Hire Option 100% of each of the Room Hire Charge, the Equipment Charge, the Service Charge and the Catering Charge based on the Minimum Number or the confirmed numbers of Invitees under clause 3.1.3(b) (whichever is higher at that point).
- 4.4 If there is an increase to the Minimum Number or the confirmed number of Invitees under clause 3.1.3(b) or clause 3.2.2 (whichever is applicable) or if there is any other change which results in an increase in any of the overall charges payable by the Hirer, following payment of the balance (or, as the case may be, the full payment) under clause 4.3, the Hirer shall pay to the Manager, on demand, the full balance owing in respect of such increase or change (or as close to full balance as can be ascertained at that point).
- 4.5 An invoice for any and all outstanding charges and/or further charges payable by the Hirer, beyond those already paid, will be issued after the Hire Period and shall be paid by the Hirer within 30 days of issue.
- 4.6 In the event that the Hirer makes an overpayment, the Manager, shall pay the amount of such overpayment to the Hirer within 30 days after the end of the Hire Period, to the extent that such amount still constitutes an overpayment at that point.
- 4.7 All prices in relation to this Agreement are stated exclusive of VAT and VAT shall be payable by the Hirer in addition where applicable.
- 4.8 If the Hirer fails to pay any amount properly due and payable by it under this Agreement, the Manager shall have the right to charge interest on the overdue amount at the rate of 4% per annum above the base rate for the time being of HSBC Bank Plc accruing on a daily basis from the date of default up to the date of actual payment, whether before or after judgment.
- 5 Cancellation Charges**
- 5.1 The Manager will not be obliged to recognise and shall not be bound by any cancellation that is not promptly confirmed by notice in writing to the Manager, in which case the date of cancellation shall be the date on which the notice is deemed to have been received by the Manager. However, the Manager may at its discretion, accept and implement a cancellation requested by the Hirer, in the absence of a notice in writing, provided that if it does so, the Manager shall not be liable for accepting and implementing any cancellation made without such written notice, and under such circumstances the date of cancellation shall be the date on which the cancellation was communicated to the Manager by the Hirer.

5.2 If the Hirer cancels a Confirmed Booking, the Manager shall be entitled to be paid, subject to clauses 5.3 to 5.5, the following cancellation charges:

	TELFORD THEATRE & GREAT HALL	TELFORD THEATRE & GREAT HALL	ALL OTHER ROOMS	ALL OTHER ROOMS
If cancelled:	Bookings using Package Rate Option (with the charge per Invitee being the <b>Rate</b> )	Bookings based on Room Hire Option. <u>Where Catering Charge is included in the column below, it shall be calculated by reference to the Minimum Number unless otherwise stated</u> )	Bookings using Package Rate Option (with the charge per Invitee being the <b>Rate</b> )	Bookings based on Room Hire Option. <u>Where Catering Charge is included in the column below, it shall be calculated by reference to the Minimum Number unless otherwise stated</u> )
Less than <b>three Working Days</b> before Hire Period starts	100% of the Rate times the Minimum Number or the confirmed number of Invitees, whichever is the greater at the point of cancellation	100% of each of Room Hire Charge, Equipment Charge, and Catering Charge (with the latter calculated by reference to the Minimum Number or the confirmed number of Invitees, whichever is the greater at the point of cancellation)	100% of the Rate times the Minimum Number or the confirmed number of Invitees, whichever is the greater at the point of cancellation	100% of each of Room Hire Charge, Equipment Charge, and Catering Charge (with the latter calculated by reference to the Minimum Number or the confirmed number of Invitees, whichever is the greater at the point of cancellation)
Less than <b>one week</b> but at least <b>three Working Days</b> before Hire Period starts	100% of the Rate times the Minimum Number	100% of Room Hire Charge & Equipment Charge and 65% of Catering Charge	100% of the Rate times the Minimum Number	100% of Room Hire Charge & Equipment Charge and 65% of Catering Charge



Less than <b>two weeks</b> but at least <b>one week</b> before Hire Period starts	75% of the Rate times the Minimum Number	100% of Room Hire Charge and 75% of Equipment Charge and 30% of Catering Charge	75% of the Rate times the Minimum Number	100% of Room Hire Charge and 75% of Equipment Charge and 30% of Catering Charge
Less than <b>four weeks</b> but at least <b>two weeks</b> before Hire Period starts	75% of the Rate times the Minimum Number	100% of Room Hire Charge, 50% of Equipment Charge and 30% of Catering Charge	75% of the Rate times the Minimum Number	100% of Room Hire Charge, 50% of Equipment Charge and 30% of Catering Charge
Less than <b>two months</b> but at least <b>four weeks</b> before Hire Period starts	50% of the Rate times the Minimum Number	75% of Room Hire Charge and 15% of each of Equipment Charge and Catering Charge	50% of the Rate times the Minimum Number	75% of Room Hire Charge and 15% of each of Equipment Charge and Catering Charge
Less than <b>three months</b> but at least <b>two months</b> before Hire Period starts	50% of the Rate times the Minimum Number	75% of Room Hire Charge and 15% of each of Equipment Charge and Catering Charge	25% of the Rate times the Minimum Number	50% of Room Hire Charge (no cancellation charge for Catering or Equipment)
Less than <b>six months</b> but at least <b>three months</b> before Hire Period starts	25% of the Rate times the Minimum Number	50% of Room Hire Charge (no cancellation charge for Catering or Equipment)	No cancellation charges	No cancellation charges

5.3 If the Manager succeeds in re-letting the Room(s) for the Hire Period following a valid cancellation of a Confirmed Booking, then so far as they relate to Room(s) hire, the cancellation charges will be reduced by **the lower of** (i) the amount (excluding VAT) that the Manager receives from such replacement hirer, to the extent that such amount relates to the hire of the same Room(s) during any period falling within, what would have been, the Hire Period, and (ii) **90%** of:

- a) in the case of the Room Hire Option, the amount (excluding VAT) of any Room Hire Charge (but not Catering Charge, Service Charge or Equipment Charge) that would have been payable by the Hirer if the Hire Period had not been cancelled; or
- b) in the case of the Package Rate Option, the proportion of the charges (excluding VAT) relating to Room(s) hire (but not Catering, Services or Equipment) of the Package Rate Option charges (excluding VAT) payable by the Hirer if the Hire Period had not been cancelled,

and if necessary a refund shall be made to the Hirer accordingly. In the case of charges based on the Package Rate Option, the proportion of charges and cancellation charges relating to Room(s) hire shall be that specified in the breakdown in the Hire Form, or if not so specified, the amount determined by the Manager in its absolute discretion (but acting reasonably).

- 5.4 If the Hirer makes a valid cancellation more than 3 Working Days before the Hire Period starts and the Manager succeeds in re-letting the Room(s) for the Hire Period then any cancellation charges for Catering will be reduced on a £ for £ basis by the amount (excluding VAT) that the Manager receives from the replacement hirer for catering (to the extent that the amount received for catering applies to the Room(s) during the Hire Period) and if necessary a refund shall be made to the Hirer accordingly. In the case of charges based on the Package Rate Option, the proportion of charges relating to Catering shall be that specified in the breakdown in the Hire Form, or if not so specified, the amount determined by the Manager in its absolute discretion (but acting reasonably).
- 5.5 If the Hirer makes a valid cancellation more than 3 Working Days before the Hire Period starts then, in the case of Equipment, provided the Manager succeeds in re-letting the Room(s) for the Hire Period, the cancellation charges for Equipment will be reduced on a £ for £ basis by the amount (excluding VAT) that the Manager receives from the replacement hirer for equipment (to the extent that the amount received is for equipment for use in the Room(s) during the Hire Period), and if necessary a refund shall be made to the Hirer accordingly. In the case of charges based on the Package Rate Option, the proportion of charges relating to Equipment shall be that specified in the breakdown in the Hire Form, or if not so specified, the amount determined by the Manager in its absolute discretion (but acting reasonably).
- 5.6 Under no circumstances shall any refund to the Hirer under this clause 5, exceed the amount actually received by the Manager from the Hirer under this Agreement.
- 5.7 The Manager shall be entitled to retain and use any and all charges paid by the Hirer under this Agreement to satisfy cancellation charges. Cancellation charges, to the extent that they exceed the charges paid by the Hirer (and retained and used by the Manager to satisfy cancellation charges due) shall be paid within 30 days of invoice and where required by law shall be subject to VAT which shall be payable by the Hirer in addition.
- 5.8 In the event that the Hirer commits a material breach of this Agreement no charges will be refunded.

**6 Session Times and Charges for Overrunning the Hire Period**

- 6.1 Session times are given below. The session times applicable to the Hire Period shall be those which fall within the Hire Period (**Hired Session Times**). All set up and clearing away of stands, equipment and other materials whatsoever must be carried out during the Hired Session Periods.

Morning	all rooms	0700-1300
Afternoon	all rooms	1400-1730
Evening	all rooms	1830-2300

- 6.2 Extensions to these Hired Session Periods may be permitted by prior arrangement in writing. Agreed extensions outside Hired Session Periods as stated in clause 6.1 will be subject to additional charges unless otherwise agreed in writing by the Manager.
- 6.3 If the Hirer or any of its Invitees fails to vacate the Property at the expiry of the Hire Period, as a minimum the Hirer will be charged and shall pay for an additional full session of hire in respect of the Room(s) into which the session of hire has overrun and in addition (but without prejudice to the generality of clause 14.1), to the extent not covered by such additional charge the Hirer shall indemnify the Manager and the Owner against any sums that the Manager pays, or any discounts the Manager allows, to any subsequent hirer whose hire period has been disrupted by virtue of any such overrun, irrespective of whether or not the Manager has a legal obligation to make such payment or allow any such discount.

## **7 Facilities and Equipment**

- 7.1 The Room Hire Charge includes cloakroom and washroom facilities and, in the lecture theatres, audio-visual equipment and technician as detailed in the Hire Form.
- 7.2 Where this Agreement, provides for the Supply of Equipment, the Manager shall supply (by way of hire) the Equipment for use at the Event. Any variation to the Equipment and/or any additional equipment requested by the Hirer, shall be subject to clause 3.3.
- 7.3 Equipment (whether audio visual or otherwise), not being the Equipment, or the equipment referred to in clause 7.1, may be brought onto the Property only at the Hirer's risk and only with the prior permission of the Manager. When requesting such permission the Hirer must if so required by the Manager complete the Appliance Checklist attached to this Agreement to the satisfaction of the Manager. Permission will be given or refused at the absolute discretion of the Manager.
- 7.4 The Hirer shall be responsible for and ensure that any Equipment or other equipment supplied by the Manager or brought onto the Property by the Hirer shall only be used by competent operators safely and without risk to health and shall not be used for any purpose other than that for which it is designed or is reasonably practicable.
- 7.5 The Hirer shall be responsible for (and shall indemnify each of the Manager and the Owner against) any and all liabilities, claims, losses, damages, costs and expenses arising out of:
- a) the use of any equipment brought onto the Property by or at the direction of the Hirer or any of its Invitees or the use of any such equipment in breach of Clause 7.4; and/or
  - b) the use of, loss of or damage to any Equipment or other equipment hired by the Hirer or any of its Invitees from the Manager (save to the extent resulting from the negligence of the Manager or the Owner) or the use of any such equipment in breach of Clause 7.4

and the Hirer shall ensure that all equipment referred to in sub-clause 7.5(a) has been checked to ensure that it is safe for the intended purpose in accordance with current Institution of Electrical Engineers Regulations from time to time.

- 7.6 The Manager reserves the right to dispose of the Hirer's or any of its Invitees' Belongings brought onto the Property in connection with the Event if not reclaimed within 3 days following the end of the Event without liability for the Manager or the Owner to any person.

## **8 Permitted Uses**

- 8.1 Provided the Maximum Numbers are not exceeded, the Room(s) may be used by the Hirer during the Hire Period in the agreed Layout for the Event. The Room(s) may not be used for any purpose other than the Event without the prior written consent of the Manager.
- 8.2 The Hirer acknowledges that use of the Property is subject to the terms of a Premises Licence, a summary of the terms of which is attached in the Schedule to these conditions. The Hirer shall comply (and shall procure that its Invitees shall comply with all relevant provisions of the Premises Licence applicable to the Property and the general law, bye-laws and statutory regulations and orders applicable to the Property.
- 8.3 The Manager and the Owner retain the right of access to the Room(s) during the Hire Period but shall not unreasonably interfere with the Event's proceedings if they are in accordance with this Agreement.

## **9 Advertising, Publicity and Photography**

- 9.1 All activities and material prepared for or used by or on behalf of the Hirer in connection with hire of the Room(s) must maintain the highest professional standards and be in keeping with the Owner's status as a professional body. Display material must not be attached to the fabric of the Property except where facilities exist for this purpose and the Manager and the Owner reserve the right to remove any such display material.
- 9.2 All publicity material (including invitations) for the Event produced by or on behalf of the Hirer for display or distribution must clearly state the name of the venue as "ONE GREAT GEORGE STREET" and not the Institution of Civil Engineers. A clear indication of the Hirer's address, or the Hirer's nominated address (but not the Property) where applications and further details of the Event may be obtained must be indicated on all publicity material, which must also give the name and the address of the Hirer.
- 9.3 The hire of Room(s) does not give the Hirer the right to assume, claim or imply sponsorship by the Owner or the Manager. No part of the Brochure/Website or publicity material of the Manager may be reproduced without the prior written permission of the Manager. Unauthorized reproduction will be a breach of copyright.
- 9.4 Photographs may be taken only within the Room(s). TV, radio and other broadcast media interviews may take place only with the prior written permission of the Manager, and then must take place only within the Room(s). No photography is allowed in any areas of the Property (other than the Room(s)) without the prior written permission of the Manager.

## **10 Exhibitions, Stage Sets, Large displays**

- 10.1 Plans of stage sets and large rigs (including without limitation audio-visual rigs and other large displays), any proposed exhibition layout and a list of exhibitors and proposed exhibits must be submitted to the Manager for approval (with such approval being at the Manager's discretion) before stands are allocated to individual exhibitors and not less than 4 weeks before the Hire Period starts or with the booking if it is made less than 4 weeks before the Hire Period starts.
- 10.2 Construction and finish of fitments must be composed entirely of
- a) Non-combustible material;
  - b) Inherently non-flammable material which (even if it has not been submitted to a flame proofing process nor been provided with a flame resistant finish) is 'flame-proof' in the case of a fabric when tested in accordance with the provisions of the current British Standard 3120 or in the case of other materials, has a surface spread of flame not lower than Class 1 when tested in accordance with the provisions of the current British Standard 476: Part 7 with no greater flammability throughout its thickness than its surface;
  - c) Timber, hardboard or plywood rendered flame-resistant by a process of impregnation acceptable to UK local authority standard and so marked. The required standard is Class 1 for surface spread of flame when tested in accordance with the provisions of the current edition of British Standard 476: Part 7; and
  - d) Durably flame proof fabric which after being submitted to a washing treatment, remains flame-proof, as determined by the method of test prescribed in the current edition of British Standard 3120.

## **11 Catering**

- 11.1 Where this Agreement provides for the supply of Catering, all Catering shall be provided by the Manager, either in house or through the event caterer appointed by the Manager. The Hirer and its Invitees may not

bring food or beverages into the Property, nor may any other caterer operate in the Property.

- 11.2 Any variation to the Catering and/or any additional catering requested by the Hirer, shall be subject to clause 3.3.
- 11.3 Cancellation charges shall apply to Catering in accordance with Clause 5.
- 11.4 Final numbers of Invitees shall be supplied by the Hirer at least 3 Working Days before the start of the Hire Period and such numbers will be the confirmed number of Invitees for the purpose of clause 3.1.3(b) and clause 3.2.2.

## **12 Safety, Security and consideration for Neighbours**

- 12.1 Fire instructions including fire escape routes are displayed inside all meeting rooms. Fire exits and routes must not be obstructed by the Hirer or any of its Invitees.
- 12.2 The Hirer shall report immediately to the Manager any incident (whether damage to persons or property, involving the police or otherwise, or any other difficulty, problem or trouble) occurring at the Property.
- 12.3 The Hirer shall ensure that the Maximum Legal Capacity of each of the Room(s) must not be exceeded. If this should happen or appear likely to happen, people may be refused admission or required to leave by the Manager's staff without the Manager or the Owner incurring any liability to return hire charges or otherwise to the Hirer.
- 12.4 Each of the Owner and the Manager reserves the right to refuse permission to enter the Property to anyone who does not consent to having their Belongings searched and inspected.
- 12.5 The Hirer shall ensure that all its Invitees comply forthwith with the reasonable instructions of the Manager and/or its staff.

## **13 Limitation of Liability**

- 13.1 The Hirer accepts that the Owner is not a party to this Agreement and as such, but subject to clause 13.6, the Owner shall not be liable to the Hirer, or to any of the Invitees for any loss or liability whatsoever, incurred by the Hirer or any of the Invitees, provided that, in the event that the Owner is, in spite of this clause 13.1, liable to the Hirer or to any of the Invitees, such liability of the Owner shall be subject to the other limitations and exclusions in this clause 13 which are expressed to apply to the Owner.
- 13.2 Subject to clause 13.6, the Manager shall not, in any circumstances, be liable to any of the Invitees, for any loss or for any liability whatsoever incurred by any of the Invitees, provided that, in the event that the Manager is, in spite of this clause 13.2, liable to any of the Invitees, such liability of the Manager shall be subject to the other limitations and exclusions in this clause 13 which are expressed to apply to the Manager.
- 13.3 Subject to clause 13.1 and clause 13.2 (to the extent that each such clause applies), and subject to the following sub-clauses of this Clause 13:
  - (a) the aggregate liability of the Manager and the Owner for claims under this Agreement against the Manager and/or the Owner other than claims of the kind falling within Clause 13.3(b) shall not exceed £50,000 however that liability arises including (without limitation) breach of contract, tort, misrepresentation, negligence, breach of warranty or breach of statutory duty to the Hirer, any of the Hirer's Invitees or any other persons affected by the hiring; and
  - (b) the aggregate liability of the Manager and the Owner for claims under this Agreement against the

Manager and/or the Owner in respect of damage to or loss of tangible property shall not exceed £100,000 however that liability arises including (without limitation) breach of contract, tort, misrepresentation, negligence, breach of warranty or breach of statutory duty to the Hirer, any of the Hirer's Invitees or any other persons affected by the hiring,

provided that, for the avoidance of doubt, the overall liability of the Manager and the Owner for all claims under clause 13.3(a) and clause 13.3(b), taken together, shall not exceed £100,000.

- 13.4 The Manager or the Owner will not under any circumstances accept responsibility for any loss or liability in respect of damage to or loss of any goods or articles of any kind brought into or left at the Property either by the Hirer or by any of the Invitees or left or deposited with any officer or employee of the Manager or the Owner.
- 13.5 The Owner gives no warranties whatsoever. The Manager gives no warranty that the Property is legally or physically fit for any purpose other than the purpose(s) set forth in this Agreement (including any purposes clearly expressed in the definition of 'Event').
- 13.6 Nothing in this Agreement shall operate to exclude or restrict the liability of the Manager or the Owner for death or personal injury due to the negligence of the Manager or Owner respectively, or for any fraudulent misrepresentation or anything else that it would be unlawful for the Manager or the Owner to exclude (or attempt to exclude) or restrict liability for.
- 13.7 Neither the Manager nor the Owner shall be liable to the Hirer for any (a) loss of profit, (b) production, (c) anticipated savings, (d) goodwill or business opportunities or (e) any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or any such party was aware of the possibility of the loss or damage arising.
- 13.8 If, for circumstances beyond the Manager's or the Owner's reasonable control, the Manager cannot, or the Manager reasonably considers that it cannot, proceed with the booking on the agreed terms, the Manager will (subject to availability) use reasonable endeavours to offer the Hirer alternative suitable facilities and/or times, provided that if it cannot do so, or if the Hirer does not accept such alternative facilities and/or times, either party may terminate the Agreement with immediate effect by giving notice in writing to the other party. If the Agreement is terminated (and only if the Agreement is terminated) by either party under or in connection with this clause 13.8, the Manager shall refund the charges paid by the Hirer, beyond which, neither the Manager nor the Owner shall incur any liability whatsoever to the Hirer or to any other person as a result of such termination. Furthermore neither the Manager nor the Owner shall incur any liability whatsoever to the Hirer or to any other person as a result of any alternative facilities and/or times offered by the Manager and/or accepted by the Hirer.
- 13.9 The Hirer acknowledges that though the Manager may have recommended third party suppliers to the Hirer for the purposes of providing goods or services at or in connection with the Event, the Manager shall have no liability to the Hirer or any other person in respect of the acts or omissions of such third parties or their staff irrespective of whether or not the Manager receives a commission or other payment arising out of such recommendation.

#### **14 Liability of the Hirer**

- 14.1 The Hirer shall indemnify each of the Manager and the Owner against all liabilities, claims, losses, damages, costs or expenses whatsoever (including without prejudice to the generality of the foregoing, theft, damage to property and, subject to clause 13.6, personal injury and death):

(a) incurred by the Manager and/or the Owner, and caused directly or indirectly as a result of, any breach of this Agreement by the Hirer, or by the Hirer's negligence or any Invitees' negligence or any other act or

omission of the Hirer or any Invitee; and/or

(b) Incurred by the Manager and/or the Owner, to any Invitee, howsoever cause,

but except to the extent that such liability arises out of any breach of this Agreement by the Manager, or any negligent act or omission by the Manager or Owner.

14.2 Subject to clause 14.3, the liability of the Hirer for claims under this Agreement against the Hirer shall not exceed £100,000 however that liability arises including (without limitation) breach of contract, tort, misrepresentation, negligence, breach of warranty or breach of statutory duty.

14.3 Nothing in this Agreement shall operate to exclude or restrict the liability of the Hirer for death or personal injury due to the negligence of the Hirer, or for any fraudulent misrepresentation or anything else that it would be unlawful for the Hirer to exclude (or attempt to exclude) or restrict liability for.

14.4 The Hirer shall take out such insurance to the Manager's and the Owner's reasonable satisfaction against the following risks and liabilities:

(a) all liabilities (including death and personal injury), claims, losses damages, costs or expenses for which the Hirer is responsible under Clauses 7.4, 7.5 and 14.1; and

(b) all liabilities, claims, losses, damages, costs or expenses whatsoever (including without prejudice to the generality of the foregoing, theft, damage to property and personal injury and death) which relate directly or indirectly to the hiring whether or not it shall be latent and discovered only after the Hire Period caused by or arising out of the acts or omissions of the Hirer, the Hirer's Invitees or any other persons (excluding the Manager's and Owner's staff and contractors) attending the Event,

and the Hirer shall provide to the Manager on request proof that such insurance is in place to cover the said liabilities. If such proof is not provided to the Manager before the Hire Period starts, the Manager at its absolute discretion may cancel this Agreement. The Hirer shall not have recourse to the Manager or the Owner in respect of any liabilities, claims, losses, damages, costs or expenses that the Hirer or any other person may have incurred as a result of any cancellation by the Manager by reason of the Hirer failing to take out such insurance.

## 15 **Assignment**

Neither this Agreement nor any rights or obligations under it may be assigned or otherwise disposed of by the Hirer, provided that the Manager shall be free to sub-contract any of its obligations, as it sees fit, from time to time.

## 16 **Variation and Waiver**

16.1 Except to the extent expressly permitted for the purposes of clause 3.3, this Agreement may only be varied by written agreement between the Hirer and the Manager.

16.2 A waiver of any right or remedy under this Agreement or by law is only effective if it is given in writing and is signed by the party waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

16.3 A failure or delay by any party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

**17 No tenancy**

The Hirer acknowledges that this Agreement only creates a personal licence and consent to occupy Room(s) at the Property during the Hire Period. There is no intention on the part of the Manager or the Owner or the Hirer to create a tenancy or to give the Hirer or any other person any interest in the Room(s) or any other part of the Property or to confer exclusive possession of the Room(s) or any other part of the Property upon the Hirer or any other person.

**18 Notices**

18.1 A notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, recorded delivery or special delivery in each case to that party's address, as specified in the Hire Form, or by email to that party's email address as specified in the Hire Form (in the case of the Hirer) or in the letter confirming the booking issued by the Manager (in the case of the Manager) or to such other address as that party may notify to the other party in accordance with this agreement.

18.2 A party may change its details for service of notices as specified in clause 18.1 by giving notice to the other party. Any change notified pursuant to this clause 18.2, shall take effect at 9.00 am on the later of the date (if any) specified in the notice as the effective date for the change or five Working Days after deemed receipt of the notice.

18.3 Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause 18.3 have been satisfied) if delivered by hand, at the time the notice is left at the address, or if sent by pre-paid first class post, recorded delivery or special delivery on the second Working Day after posting, or if sent by email, at the time of transmission, unless, in each case, such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur at 9.00 am on the day when business next starts in the place of deemed receipt (and, for the purposes of this clause 18, all references to time are to local time in the place of deemed receipt). Any reference in this Agreement to any form of communication which is not expressed as a 'notice', need not comply with the provisions of this clause 18.

18.4 This clause 18 does not apply to the service of any proceedings or other documents in any legal action.

**19 No Agency and status of Owner**

19.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or constitute any party the agent of another party.

19.2 The Owner is not a party to this Agreement nor has the Manager entered into this contract as agent on behalf of the Owner. The Manager hereby warrants that the Owner has instead delegated the management of the Property, together with all relevant rights and obligations to the Manager to enable the Manager to enter into this Agreement, to perform its obligations under it, and to confer on the Hirer the rights of the Hirer contained in this Agreement.

**20 Termination**

20.1 The Manager may terminate this Agreement with immediate effect, by giving written notice to the Hirer if:



- (a) the Hirer is in breach of clause 14.4 or is in breach of the warranty in clause 2.5 (which in each case shall be regarded as material breach); or
  - (b) the Hirer fails to pay any amount due to the Manager by the due date for such payment; or
  - (c) the Hirer (if a body corporate) shall be or become unable to pay its debts within the meaning in Section 123 of the Insolvency Act 1986 or shall go into receivership, administration or liquidation; or
  - (d) the Hirer (if an individual) shall become bankrupt or enter into an individual voluntary arrangement or otherwise shall be or become unable to pay his debts; or
  - (e) the Hirer is subject to any event equivalent to any of those referred to in clause 20.1(c) or clause 20.1(d) in any jurisdiction.
- 20.2 Termination or expiry of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.
- 20.3 Any provision in clauses 3, 4, 5 and 6 requiring the payment of any amount to the Manager which remains unpaid, any provision in clauses, 3.6 or 5 requiring any refund to be paid to the Hirer which remains unpaid, each of clauses 7.5, 7.6, 13, 14, 15, 16, 18, 20.2, 22, 23, 24, 25, and any other provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, shall remain in full force and effect following termination or expiry of this Agreement.

## **21 Complaints**

Any complaints or queries relating to hire of the Room(s) should be directed to the Manager.

## **22 Severance**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

## **23 Third party rights**

- 23.1 Subject to clause 23.2, no person is intended to benefit from or to have any rights under this Agreement or in connection with it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act or this Agreement.
- 23.2 This Agreement, and in particular clauses 6.3, 7.5, 7.6, 8.3, 9.1, 12.3, 12.4, 13.1, 13.3, 13.4, 13.5, 13.7, 13.8, 14.1, 14.4 and 17 (but subject where applicable to clause 13.6 and clause 14.2) and any other clause which is expressed to confer a benefit or right in favour of the Owner, is/are intended to benefit, and be directly enforceable by, the Owner.
- 23.3 This Agreement may be varied or terminated by the Manager and the Hirer without the consent of any other person including the Owner.



24 **Entire Agreement**

These terms and conditions shall apply notwithstanding any other terms proposed by the Hirer and this Agreement shall constitute the entire agreement between the parties and shall supersede any prior agreement between the parties or representations (excluding fraudulent representations) (whether in the Brochure/Website or otherwise) or offers made by or on behalf of the Owner or the Manager in relation to the booking to which this Agreement relate.

25 **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in all respects in accordance with English law and the parties hereto submit to the exclusive jurisdiction of the English Courts in respect of any dispute or matter arising out of or connected with this Agreement.

## Schedule

### Premises Licence Summary

#### Licensable activities authorised by the licence:

##### Regulated Entertainment:

- Performance of Live Music
- Playing of Recorded Music
- Performance of Dance
- Provision of facilities for making Music
- Provision of facilities for Dancing
- Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit

##### Late Night Refreshment

##### Sale by Retail of Alcohol

#### The times the licence authorises the carrying out of licensable activities:

##### Regulated Entertainment:

- Performance of Live Music: Monday to Sunday – 11:00 to 01:00
- Playing of Recorded Music: Unrestricted
- Performance of Dance: Monday to Sunday – 11:00 to 01:00
- Provision of facilities for making music: Monday to Sunday – 11:00 to 01:00
- Provision of facilities for Dancing: Monday to Sunday – 11:00 to 01:00
- Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit: Unrestricted

##### Late Night Refreshment: Monday to Sunday – 23:00 to 01:00

##### Sale by Retail of Alcohol: Monday to Sunday – 08:00 to 01:00

Annexes 1 and 3 to the Licence contain additional conditions to which the licence is subject.

#### The opening hours of the premises:

Monday to Sunday – 08:00 to 01:00

#### Where the licence authorises supplies of alcohol, whether these are on and/or off supplies:

On

**APPLIANCE CHECKLIST**

*(Please tick all portable appliances which the Hirer will be bringing to the Property. Enter descriptions in the spaces provided for any additional item not listed.)*

1	Extension leads	
2	Portable Generator	
3	Amplifier	
4	Video	
5	Computers	
6	Slide projectors	
7	Overhead projectors	
8	Public Address System	
9	Speakers	
10	Specialist Lighting	
11	LCD Data Projector	
12	Simultaneous Interpretation Equipment	
13	Television Sets	
14	Fans	
15	Modems	
16		
17		
18		
19		
20		

All appliances tested in accordance with IEE Regulations:	Yes	
	No	

Power Requirements:	110 Volt	
	240 Volt	
	3 Phase	