

EXTERNAL BOOKING TERMS AND CONDITIONS

These terms and conditions are entered into solely between and for the benefit of Compass Contract Services (UK) Limited t/a "RICS Venues" and the Hirer and are not intended to confer any benefit upon a third party.

DEFINITIONS

In these terms and conditions the following words shall have the following meanings: "the Hirer" means the person, firm or company which engages RICS Venues to provide the Services at the Centre; "the Services" means the provision of catering services and function services; "the Event" means the banquet, function, conference or special occasion, the date of which has been agreed by the parties and at which RICS Venues is engaged to provide the Services; "the Hire Period" means the length of time which the Event will last, as agreed by the parties; "the Catering Charges" means the charges in respect of the food and beverage and other items provided by RICS Venues; "the Room Hire Fee" means the fee payable for the hire of the Room; "the Centre" means RICS, 12 Great George Street, Parliament Square, London SW1P 3AD; "the Staff" means any person employed by or on behalf of RICS Venues; "the Room" means the room at the Centre to be used for the Event.

ROOM BOOKING

1. Booking Procedure

1.1 Provisional booking

Supply of a copy of these conditions shall not in itself be deemed as acceptance of the booking by RICS Venues. Rooms can be held upon request and be treated as provisional bookings until confirmed in writing.

Quotations are based on the number of guests indicated at the time of the enquiry. Any variance in these numbers may result in a change of price. Provisional reservations will be held for a maximum of 10 working days.

1.2 Confirmation

RICS Venues requires the full payment of the Room Hire Fee to be forwarded with written agreement to confirm the booking. RICS members will benefit from a reduced rate on room hire charge and pay food and beverage at commercial business rates. Other charges will be invoiced after the event.

Final numbers of guests must be confirmed with us no later than 12.00 noon, 5 working days in advance of the Event. Final costs will be based on this figure. Please note RICS Venues cannot accept responsibility for messages left with a third party.

1.3 Termination / Cancellation

1.3.1 By RICS Venues – RICS Venues may, without incurring any liability:

- (i) refuse to accept a booking and, up to a period of seven days prior to the beginning of the Hire Period, without giving any reason, terminate the hire.
- (ii) re-organise the booking, either within the Centre or elsewhere.

1.3.2 By the Hirer – if the booking is terminated by the Hirer – if the booking is terminated for any reason, the following charges will be incurred:

- (i) RICS Venues shall be entitled to retain the Room Hire Fee, if any paid.
- (ii) if the booking is cancelled more than 30 days before the event then 50% of the Room Hire Fee will be paid by the Hirer.
- (iii) if the booking is cancelled less than 30 days before the beginning of the Hire Period, 100% of the Room Hire Fee will be paid by the Hirer.
- (iv) if the booking is cancelled less than seven days before the beginning of the Hire Period, 100% of the Room Hire Fee and 100% of the Catering Charges will be paid by the Hirer.

1.3.3 All invitations/publicity may refer to the Centre as 'Roux at Parliament Square' and no reference to the Royal Institution of Chartered Surveyors may be made unless agreed otherwise with the RICS Branding Department. In the event this happens, RICS Venues reserves the right to terminate the booking immediately.

2. Function conditions

2.1 Permissions

RICS Venues licences the Hirer, subject to these conditions, to use the Rooms for the Hire Period for the sole purpose of holding the Event and agrees to provide the Hirer with the Services.

The Hirer shall not sub-let or assign the benefit of these terms and conditions without written consent from RICS Venues.

Films, photographs, videotapes – no film, photographs or videotapes of the interior of the Centre may be made or taken without the written permission of RICS Venues.

2.2 Timings

Booking is divided into sessions: Half day 09.00 - 13.00 or 14.00 - 17.00. Full day 09.00 - 17.00. Evening 18.00 - 22.00. A booking of shorter duration but overlapping two sessions will incur an additional charge and may be regarded as a full day booking. Earliest morning access is 08.30 unless prior arrangements are made.

Please allow sufficient time within your booking period to setup and clear meeting rooms. Additional services and extended room occupation periods that have not been agreed prior to the Event will be charged appropriately.

2.3 Programmes

The Hirer shall provide RICS Venues no later than 30 days before the beginning of the Hire Period a full programme of the Event, including all details needed for the provision of Services by RICS Venues.

Should the Event be more than 30 minutes late in starting or continue for 30 minutes later than planned RICS Venues reserves the right to levy an additional charge to cover the increased staffing costs.

2.4 Exhibitions

Where any part of any room is to be used for an exhibition or display, the Hirer shall submit to RICS Venues no later than 30 days before the beginning of the Hire Period a scale plan showing the proposed dimensions of, and the proposed position within the rooms of the exhibition or display. If in the opinion of RICS Venues, the proposed layout of the exhibition or display may prejudice the safety of the Centre and its occupants, the Hirer shall alter such position or dimensions in accordance with RICS Venues' requirements.

3. Facilities

3.1 Rooms

3.1.1 Seating arrangements

Furniture and seating will be arranged by agreement between the Hirer and RICS Venues. Details of seating and furniture layouts should be submitted to RICS Venues no later than 30 days before the Hire Period.

It is the responsibility of the Hirer to specify the room set up required. Subsequent changes may incur additional charges.

3.1.2 Maximum Capacity

The Hirer shall not permit more than the maximum number of people notified to the Hirer by RICS Venues to be in any room at any time. RICS Venues shall have the right to require people in excess of the maximum permitted to leave either the Room or the Centre at RICS Venues' sole discretion.

3.1.3 Amenities

RICS Venues will provide the rooms with adequate heating, lighting and ventilation in addition to washroom facilities.

Please note that no adhesives are allowed to be used in the Rooms (including the use of blue or white tack) and rubber matting must be used in all areas as the use of gaffer tape is prohibited.

Hirers must not attach anything to the walls. Display screens can be provided free of charge on request. The cost of repair of any damage caused to the buildings, fixtures, fittings or furnishings will be charged to the Hirer.

3.2 Equipment

Hirers are not permitted to provide their own audio-visual equipment (with the exception of laptops) under any circumstances. Any technical equipment or support must be booked in advance of the meeting. Any Hirer who does use their own equipment will be billed at RICS Venues' usual hire rates. RICS Venues does not accept liability for any Hirers' equipment proving incompatible.

Details of any audiovisual equipment and/or projection equipment hire should be submitted to RICS Venues no later than 30 days before the Hire Period.

If RICS Venues has agreed to supply audiovisual equipment and/or any projection equipment in any rooms, such supply will not include the supply of services of Staff.

The Hirer shall ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installations at the Centre. All portable equipment brought into the building by the Hirer must have a current PAT test certificate.

RICS Venues reserves the right to prohibit the use of radio transmitting equipment, including portable telephones and faxes. Any such equipment must be approved for use by RICS Venues.

Due to the nature of our venues all external suppliers contributing props, structures or equipment to an event are required to comply with the Health & Safety Policy which is attached. Each Hirer **must provide in advance of the Event** full details of their company, together with a copy of their Health & Safety Policy, full details of the works that will be undertaken with a method statement and risk assessment(s) relating to these works in order for us to issue a "permit to work".

4. Health and Safety

The Hirer and their servants shall comply in all respect with the current Health and Safety at Work Act 1974 or regulations made there under and any legislation amending or consolidating the same.

4.1 Care of the Room

The Hirer shall use the Room so that it is at all times maintained in a clean, tidy and safe condition. The Hirer shall ensure that no person:

- (i) fixes anything to the structure or contents of the Centre or the Room;
- (ii) marks, soils, or damages the structure or contents of the Centre or the Room;
- (iii) paints or constructs any object or structure inside the Centre or the Room;
- (iv) leaves anything in, or in any way obstructs an emergency exit or any notice of any emergency exit.

4.2 Cleaning of the Room

The Hirer shall remove all items brought into the Centre no later than the end of the Hire Period and ensure that the Room is clean, undamaged and free from rubbish.

RICS Venues shall have the right to remove and discard anything left in the Centre after the Hire Period has ended. If anything appears to RICS Venues to be an article of value, RICS Venues may store the article at the Hirer's sole risk.

4.3 Smoking

The Centre has a policy of no smoking on its premises.

4.4 Hazardous substances

The Hirer shall ensure that no hazardous substances, articles or equipment is brought into the Centre in connection with the Event.

4.5 Accidents

Any accident occurring at the Centre to property or individuals should be reported immediately to the senior member of hall staff on duty.

5. Security and legislation

5.1 Badges

RICS Venues requests that the Hirer provides a delegate reception in the main reception area or first floor landing to issue all their delegates with name badges, these badges must be worn in a prominent position. In addition, the Hirer must provide RICS Venues with a delegate list no later than seven days before the beginning of the Hire Period. The Hirer must notify RICS Venues, in writing, of any MPs or other VIPs attending their Event.

5.2 Disability Requirements

Every reasonable effort will be made to accommodate wheelchair users or persons with a disability, provided such persons notify RICS Venues of their disability requirements at the time of booking.

5.3 Guests

Notwithstanding any provision contained elsewhere in these conditions, the entry of any person or any item into the Centre is conditional upon that person or item complying with such security procedures as may at any time be in force.

The Hirer is responsible for the good conduct of its guests whilst in the Centre. Anyone found acting in a manner that is deemed unsuitable will be asked to leave. The Hirer shall ensure that no person using the Centre is solicited for money, whether for charitable or any purpose.

A responsible adult must accompany children under the age of 18. Anyone under the age of 18 found drinking on the premises will be asked to leave.

As the Centre is near residential areas, noise levels must be adhered to. Any violation of this will result in any music being switched off / stopped. The Hirer must ensure their delegates leave the Centre in a manner which does not cause a nuisance to the Centre's neighbours.

5.4 Access to the Centre

Right to eject – RICS Venues reserves the right, in its sole discretion to require any person, whether or not a security badge has been issued to that person, to leave the Centre and refuse to permit anything to be brought into, or require anything to be removed from the Centre.

Right of entry – the Centre retains the right of access to the Room during the Hire Period.

RICS Venues may without incurring any liability, terminate any booking if RICS Venues decides in its absolute discretion that this is necessary in the interest of safety and security.

5.5 Responsibility

To the extent permissible under the law the Hirer will indemnify RICS Venues upon demand and without the need for proceedings to have been commenced, against all liability for damages, penalties, fines, charges, claims, costs and expenses including legal expenses to which RICS Venues may become liable in respect of claims by

any third party arising directly or indirectly out of the Hirer's use of the Centre and the holding and conduct of the hire by the Hirer.

5.5.5 Further and without prejudice to the generality of the foregoing, the Hirer shall indemnify RICS Venues against:

(i) the restoration of all damages to the Centre permitted or suffered by the Hirer, its employees, agents or persons attending the Event.

(ii) all liability for death or personal injury caused by the negligence of the Hirer its agents or employees.

(iii) all losses damages, expenses and claims arising out of any infringement of copyright or other intellectual property in relation to the Event its conduct and promotion.

RICS Venues does not accept any responsibility for the loss, theft or damage of any property belonging to or under the control of the Hirer.

Special security arrangements can be arranged with the Venues Manager. Hirers are advised to ensure that they, their exhibitors, contractors and any other persons acting on their behalf, are adequately insured.

5.6 Limitation of Liability

RICS Venues shall have no liability to the Hirer for any indirect or consequential loss to the Hirer arising out of or in connection with an Event or the provision by RICS Venues of any services to an Event (except in respect of death or personal injury resulting from RICS Venues' negligence) and the total liability of RICS Venues for any other loss of the Hirer shall not exceed the monies paid to RICS Venues for the Event and the services to be provided by RICS Venues hereunder.

The Hirer shall bear the risk in relation to any consequential loss arising directly or indirectly due to the cancellation of a booking and the Hirer shall accordingly procure and maintain adequate insurance against such loss.

5.7 Insurance

The Hirer shall have insurance to cover liability for negligence against any claims made against them, their servants, agents and others authorised by them to work at the Centre.

CATERING

All dishes are prepared on the premises using fresh ingredients. The menus are intended to offer a wide range of options; however individual requirements can be discussed.

(v) – denotes dishes suitable for vegetarians, if there is any special dietary requirement including allergies please bring this to the attention of RICS Venues office personnel when booking. Any special diets or vegetarian meals on request will be catered for at no extra charge.

1. Orders

All catering requirements should be submitted to RICS Venues no later than 5 days before the Hire Period. However RICS Venues may be able to cater for slight changes in numbers up to 72 hours before the Event.

The Hirer shall not, and shall ensure that persons entering the Centre in connection with the Event do not, bring into the Centre any food, liquor or other refreshments. All catering within the Centre must be provided by RICS Venues.

2. Food

All our dishes are prepared at the Centre and supplied by the kitchen of Roux at Parliament Square. The menus are intended to offer a wide range of options; however individual requirements can be discussed.

Where possible Roux at Parliament Square will cater for any dietary requirement on request, should the requirements implicate extra costs – such as ethnic food, a surcharge may be applicable. The latest order should be forwarded to RICS Venues at least 72 hours prior to the Hire Period.

Please note that a cover charge for a seated fork buffet or continental breakfast is charged per person.

When booking lunch in the Roux Restaurant, a £3 per person administration fee will be charged for the transferring of the restaurant bill onto the room invoice. The payment of the restaurant bill can be settled within the restaurant directly after the lunch in order to avoid this administration fee.

For conference bookings and meetings where a fork or a finger buffet luncheon is booked, a charge of £4.50 per guest will be added should you require table service and dinner settings to be laid for your guests.

3. Beverage

RICS Venues will use reasonable endeavours to provide the Hirer's chosen wine, however if a particular vintage is unavailable, the next available vintage or a wine of similar value and style will be proposed. The Hirer may

provide its own beverages - a corkage charge will apply: £12.00 per 70cl or 75cl bottle of wine, £28.00 per bottle of champagne, £45.00 per bottle of liquor and £2.00 per beer or lager.

Bar services are provided for any party within the normal licensing hours. A £300 fee is applicable for license extension. Request for license extension should be made in writing at least 1 calendar month prior to the Event.

Bookings that require jugs of tap water will be charged at £0.50 per person to cover jug hire, glass washing and labour.

4. Service

When timings are stipulated, refreshments are delivered up to 15 minutes prior to the original requested time. All our prices include a suitable number of Staff to provide a first class service. Any special requests may incur additional staffing charges.

All prices include standard equipment and linen. However, a variety of styles and colours can be provided for special occasions. Additional items will be quoted for separately.

For party bookings a staff charge will apply as follows unless agreed otherwise prior to any signed agreement.

Security: should your event require specific security arrangements before 8:15am and after 9:00pm a rate of £19.00 per hour will apply. A set fee of £155.00 per security staff will apply for events held on Saturdays, Sunday and Public Holidays.

Bar staff / waiting £12.00 (e.g. request made for waiting/bar staff above contracted allocation, silver service staff); additional cost will also apply for more specific arrangements (flair barman, butler, etc.)

Chef £19.00

AV technician £15.00

Portering £10.00

The above costs are per staff member per hour (minimum of 4 hours must be paid for).

The use of rooms made for late night, Sundays and public holiday functions will incur a surcharge of 15% of all costs. Should an event exceed 2300 hrs then RICS Venues will invoice an additional charge for taxi service to ensure a safe mean of transport for the catering and security staff to reach their homes.

PAYMENT

1. Deposits

1.1 The Hirer shall pay the Room Hire Fee in order to reserve the date or dates of the Event with RICS Venues for the provision of the Services unless the booking is made less than 30 days before the date of the Event. If the booking is made less than 30 days before the date of the Event then the Hirer shall pay all of the applicable charges in full at the time of booking.

1.2 RICS Venues shall send the Hirer a payment request in the form of a pro forma invoice asking for payment of the Room Hire Fee. The Hirer shall pay the Room Hire Fee to RICS Venues within 14 days of the date of the payment request.

2. Payment

All advertised prices are exclusive of vat at the current rate.

2.1 RICS Venues shall send the Hirer a payment request for the balance of the agreed cost of the Event approximately 30 days before the date of the Event. The balance shall be paid at least 14 clear days before the date of the Event.

2.2 In the event that the Hirer does not pay any amount within 7 days of becoming due, RICS Venues shall be entitled to cancel the booking by writing to the Hirer. If the Hirer has paid any monies to RICS Venues in respect of the Event, RICS Venues shall be entitled to set off those monies against any losses or costs RICS Venues suffers as a result of the cancellation.

2.3 If RICS Venues does not cancel the Event in the circumstances set out in Condition 2.2, RICS Venues shall be entitled to charge interest at the rate of 4% above the base rate of NatWest Bank plc on the unpaid amount daily.

2.5 If the Hirer pays any amount by debit or credit card, the card shall be charged at the time such payment is made with no surcharge.

2.4 The Hirer authorises RICS Venues to charge to its debit or credit card (as appropriate) any charges which the Hirer incurs in respect of the Event and which remain unpaid at the conclusion of the Event.

2.5 If, within 7 days of the date of the payment request referred to in Conditions 1.2 and 2.1, the Hirer has not notified RICS Venues that it disputes the amounts contained in the relevant payment request are properly due it shall be deemed to have accepted that the sums stated as payable are properly due and to have waived all its rights to subsequently dispute whether those sums are due.

2.6 The Catering Charges shall be due in full to RICS Venues in accordance with these terms and conditions and the Hirer shall not be entitled to exercise any set-off, lien or any other similar right or claim.

2.7 Time of payment shall be of the essence.

2.8 Any outstanding balance in relation to final and / or additional consumption which has not been recovered in accordance with Condition 2.4 will be invoiced to the Hirer within 10 days after the Event. Settlement of the invoice must be made within 30 days after the date of the invoice.

SET OFF

The Hirer shall not be entitled to set-off against those monies payable hereunder to RICS Venues in the event of a claim howsoever arising by the Hirer or other persons attending the Event.

WAIVER

No forbearance or indulgence on the part of RICS Venues in enforcing these terms and conditions shall prejudice its rights hereunder nor shall it be construed to be a waiver thereof.

SEVERANCE

If any clauses in these terms and conditions or any part of any one of them is rendered void or unenforceable by any legislation to which it is subject it shall be void to that extent only or if unenforceable to the extent that is shown that it would not be fair or reasonable to allow reliance upon it.

ASSIGNMENT

The Hirer shall not be entitled to assign or transfer (in whole or in part) or purport to assign or transfer the benefit of this agreement to any third person whatsoever.

WHOLE AGREEMENT

These terms and conditions contain the whole of the agreement between the parties and supersedes all previous agreements, all representatives or arrangements between the parties.

VARIATION

No variation of these terms and conditions shall be effective unless it is in writing and signed on behalf of RICS Venues.

GOVERNING LAW

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales to which the parties irrevocably submit.

Signed on behalf of
**Compass Contract
Services (U.K.) Limited**

Signed on behalf of
the Hirer

Signature _____

Signature _____

Name _____

Name _____

Date _____

Date _____