

# Terms and conditions

## Standard terms and conditions of hire

1. Supply of a copy of these conditions shall not in itself be deemed to amount to acceptance of the booking by the RICS Venues Centre (centre). Bookings are treated as provisional until confirmed in writing and condition 2.2 is fulfilled. The centre requires the full payment of room hire to be forwarded with written confirmation requesting the hire of the room. Quotations are always prepared for the number of guests indicated, final numbers are required no later than 12 noon three working days prior to the event. A variance in numbers may result in a change of price. Please note we cannot accept responsibility for messages left with a third party. Where applicable, VAT at the current rate will be added to all prices quoted.

## 2 Deposits

2.1 Subject to Condition 2.4 the Customer shall pay a Deposit in order to reserve the date or dates of the Function with RICS Venues for the provision of the Services unless the Event Agreement is received by RICS Venues less than 30 days before the date of the Function.

2.2 RICS Venues shall send the Customer a Payment Request in the form of a pro forma invoice asking for payment of the Deposit which will be the equivalent of the full room hire for the event. The Customer shall pay the Deposit to RICS Venues within 14 days of the date of that Payment Request.

2.3 RICS Venues shall send the Customer a Payment Request for the Balance of the agreed cost of the event (all other charges) approximately 30 days before the date of the Function showing the Deposit credited against the total Charges. The Balance shall be paid at least 14 clear days before the date of the Function.

2.4 If the Event Agreement is received by RICS Venues less than 30 days before the date of the Function, the Charges will be due in full with the Event Agreement and shall be paid at least 14 clear days before the date of the Function.

## 3 Payment

3.2 In the event that the Customer does not pay any amount within 7 days of becoming due, RICS Venues shall be entitled to cancel the Contract by writing to the Customer. If the Customer has paid a Deposit, RICS Venues shall be entitled to set off the Deposit against any losses or costs RICS Venues suffers and could not avoid as a result of the cancellation.

3.3 If RICS Venues does not cancel the event in the circumstances set out in Condition 2.1, RICS Venues shall be entitled to charge interest on the unpaid amount daily.

3.4 If the Customer pays any amount by debit or credit card, the card shall be charged at the time such payment is made.

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

3.6 If the Customer pays any amount by credit card, no surcharge will be applied. We do not accept American Express.

3.7 The Charges and Deposit include VAT. on the Payment Request and are payable at the current rate as at the date of the Payment Request.

3.8 If, within 7 days of the date of the Payment Request, the Customer has not notified RICS Venues that it disputes whether amounts contained in the 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.

3.9 The Charges shall be due in full to RICS Venues in accordance with these Conditions and the Customer shall not be entitled to exercise any set-off, lien or any other similar right or claim.

3.10 The time of payment shall be of the essence in the Contract.

4. Room hire – The hire of rooms made for late night, weekend and public holiday functions will incur a surcharge. Should an event exceed 2200 hrs then RICS Venues will invoice an additional charge for taxi service so staff are able to reach their homes safely.

5. License – the centre 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.

6. The hirer shall not sub-let or assign the benefit or agreement without written consent of the centre.

7. Payment – the hirer shall pay the centre such charges at such times as are specified on the hire agreement and on the invoice issued for the event in pounds sterling. Late payment (more than 30 days) will be liable to an interest charge for each month or part thereof.

8. Facilities – the centre will provide the rooms with adequate heating, lighting and ventilation in addition to cloakroom and washroom facilities.

9. Catering – all catering requirements should be submitted to the centre no later than 14 days before the hire period.

10. Audio visual equipment – if the centre 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.

11. Details of any audiovisual equipment and/or projection equipment hire should be submitted to the centre no later than 30 days before the hire period.

12. Seating arrangements – furniture and seating will be arranged by agreement between the hirer and the centre. Details of seating and furniture layouts should be submitted to the centre no later than 30 days before the hire period.

13. The centre 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 the centre.

14. Maximum capacity – the hirer shall not permit more than the maximum number of people notified to the hirer by the centre to be in any room at any time. The centre shall have the right to require people in excess of the maximum permitted to leave either the room, or at the centre's sole discretion, the centre.
15. Programme details – the hirer shall provide the centre 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 the centre under the agreement.
16. Exhibitions – where any part of any room is to be used for an exhibition or display, the hirer shall submit to the centre 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 the centre, 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 the centre's requirements.
17. Films, photographs, videotapes – no film, photographs or videotapes of the interior of the centre may be made or taken without the written permission of the centre.
18. Care of the centre – the hirer shall use the centre 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;
  - (ii) marks, soils, or damages the structure or contents of the centre;
  - (iii) paints or constructs any object or structure inside the centre;
  - (iv) leaves anything in, or in any way obstructs an emergency exit or any notice of any emergency exit.
19. Hazardous substances – the hirer shall ensure that no hazardous substances, articles or equipment is brought into the centre in connection with the event.
20. Electrical equipment and installations – the hirer shall ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installations. All portable equipment brought into the building by the hirer must have a current PAT test certificate
21. 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.
22. Security badges – the centre requests that the hirer provide 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 the centre with a delegate list no later than seven days before the beginning of the hire period. The hirer must notify the centre, in writing, of any MPs or other VIPs attending their functions within RICS.
23. Security procedures – notwithstanding any provision contained elsewhere in these conditions, the entry of any person or anything into the centre is conditional upon that person or thing complying with such security procedures as may at any time be in force.
24. The centre may without incurring any liability, terminate any booking if the centre decides in its absolute discretion that this is necessary in the interest of safety and security.
25. Cleaning of the centre – 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.
26. Disposal of articles left in the centre – the centre shall have the right to remove and discard anything left in the centre after the hire period has ended. If anything appears to the centre to be an article of value, the centre may store the article at the hirer's sole risk.
27. Catering – 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 venue must be provided by the in house caterer. Where possible the centre will cater for any dietary requirement on request, a surcharge may be applicable. Please note that a cover charge for a seated fork buffet or continental breakfast is charged per person.
28. Soliciting money – the hirer shall ensure that no person using the centre is solicited for money, whether for charitable or any purpose.
29. Compliance with statutes – the hirer shall ensure that all legislation relating to the use of the centre for the event is complied with.
30. Right to eject – the centre 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.
31. Right of entry – the centre retains the right of access to any rooms on hire during the hire period.
32. Termination by the centre – the centre may, without incurring any liability:
- (i) refuse to accept a booking and, up to a period of seven days of the beginning of the hire period, without giving any reason, terminate the hire
  - (ii) re-organise the booking, either within the centre or elsewhere.
33. Termination by the hirer – if the booking is terminated for any reason, the following charges will be incurred:
- (i) the centre shall be entitled to retain the deposit, if any paid
  - (ii) if the booking is cancelled more than 30 days before the event then 50% of the room hire 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 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 and 100% of the catering charges will be paid by the hirer.
34. All invitations/publicity may refer to the centre as 'The RICS Venues Centre' and no reference to the Royal Institution of Chartered Surveyors may be made. In the event this happens, the centre reserves the right to terminate the booking immediately.
35. Hirer hereby indemnifies the centre, and RICS, and shall hold the centre harmless from all claims, liabilities, losses, charges, damages, expenses (including legal fees) of any kind whatsoever, which may be sustained by the centre as a result of a third party claim in connection with breach by the hirer, its employees and agents, of this agreement. Hirer shall maintain adequate levels of insurance accordingly.

36. Accidents – any accident occurring at the centre should be reported immediately to the centre manager, or the senior member of hall staff on duty.

37. 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.

38. The hirer shall bring to the attention of the Duty Manager of the Venues or Catering departments, any problems or shortfalls in service, or the quality of the material or administrative provisions made for their event, prior to leaving the building on the day itself. Where possible, RICS Venues will make every effort to see that any shortcomings are redeemed to the clients satisfaction on the day. Subsequent complaints that RICS Venues were not made aware of during or after the event on the day itself will not be taken into consideration.

39. These terms are entered into solely between and for the benefit of the centre, RICS and the hirer and are not intended to confer any benefit upon a third party. These terms may not be assigned by the hirer without the centre's prior written approval. These terms shall be governed by UK Law and shall be for the jurisdiction of the High Court of London.

40. Smoking – the centre has a policy of no smoking on its premises.

41. Every reasonable effort will be made to accommodate wheelchair users or persons with a disability, provided such persons notify the centre of their disability requirements at the time of booking. Unfortunately, the RICS premises at Great George Street are not suitable for wheelchair access beyond the Ground Floor, and if RICS is unable to relocate an event on the Ground Floor, the event may be unsuitable for wheelchair users. RICS apologises for any inconvenience this may cause.