

# Standard Terms and Conditions of Hire

The Royal Society of Medicine is an independent, apolitical organisation that promotes the exchange of knowledge, information and ideas in medical science. The Royal Society of Medicine's conference and venue facilities are available for hire by external organisations. There are conditions of use which these Standard Terms and Conditions set out

1. All bookings made by persons in respect of rooms at The Royal Society of Medicine are accepted by the Royal Society of Medicine upon the following Terms and Conditions, which shall form the contract between the Royal Society of Medicine and the Hirer.

## Definitions

2. In these terms and conditions:
  - i) "RSM" means The Royal Society of Medicine
  - ii) "Room" refers to New Lecture Theatre, Max Rayne Lecture Theatre, Max Rayne Foyer, Events Dining Room, Max Rayne Atrium, Wimpole Room, Hewitt Room, Garden Room, Committee Rooms<sup>1,2,3,4</sup>, Marcus Beck Library, Domus Boardrooms <sup>1,2,3</sup>, Club Boardroom, Lower Atrium Theatre, Library and IT Training Room.
  - iii) "Room" at the RSM's Chandos House property refers to Robert Adam Room, James Adam Room, The Duchess of Chandos Room, The Duke of Chandos Room, The Terrace and Terrace Room
  - iv) "Events Office" means the Support Services Events Office at the RSM
  - v) "Management" means the Management Team of the RSM
  - vi) "Client" means the person in contact with the Management Team
  - vii) "Hirer" means any person, persons or representative of the organisation named in a room booking invoiced by the RSM

## Use of Rooms

3. Use of any Room is by permission of the Trustees of the RSM who reserve the right to refuse any booking or admission at their discretion

## Room Bookings

4. A Room may be provisionally reserved with the Events Office. A provisional reservation will be held for 10 working days but will be released unless confirmation in writing (E-mail/Fax/Post) is received by the Events Office. At the point of reservation the style of catering must be indicated e.g. a dinner for 50 guests
5. Following confirmation of the reservation by the Client, the RSM will issue an initial deposit request (venue hire paid in full) payable within 14days by the Hirer.
6. Payment of the initial deposit request and written acceptance of these terms and conditions of hire constitute confirmation of the booking. If the deposit is not paid in time, the Room may be resold upon notice to the client.
7. The Hirer shall remit to the RSM a second deposit pre-payment up to the value of 75% of the anticipated final price of the food and beverage charges one calendar month prior to the event date
8. The Hirer further agrees to pay the RSM such other charges as arise in accordance with these terms and conditions
9. Where two or more persons or organisation are named in a Room hire booking invoiced by the RSM they shall be jointly and severally liable under these terms and conditions.
10. Rooms are allocated on the basis of minimum numbers indicated at the time of booking. Should numbers fall below the minimum agreed, the RSM has the right to allocate a different room and/or levy an additional room rental charge. The minimum numbers are for The New lecture Theatre 200 people, The Max Rayne Lecture Theatre 100 people, The Wimpole Room 30 People, The Lower Atrium 20 People

## Cancellations

### Cancellation by the RSM

11. The RSM reserves the right to cancel the booking forthwith and without any liability on its part in the event of the Hirer failing to perform any of the obligations contained within these terms and conditions
12. If for any reason beyond its control, but not limited to strike, labour dispute, accident, act of war, act of God, fire, flood or other emergency condition, the RSM is unable to perform its obligations in connection with any booking, such non- performance is excused and the RSM may terminate this contract without further liability of any nature, upon re-imburement of any sums paid by the Hirer. In no event, shall the RSM be liable for consequential damages
13. of any nature for any reason whatsoever.

### **Cancellation by the Hirer**

14. The Hirer may cancel a room hire booking by giving notice in writing. In the event that the Hirer cancels a Room hire booking, the RSM reserves the right to impose cancellation charges (calculated as an estimate of the RSM's losses particularly in the event that it is unable to obtain an alternative booking) as follows
- i) Between 126 days or more prior to the commencement of the function, the full deposit will be returned
  - ii) Between 125 -61 days prior to the commencing of the function, the cancellation fee will be 15% of the room hire.
  - iii) Between 31- 60 days prior to the commencing of the function, the cancellation fee will be 100% of the Room Hire and 50% of the estimated total food and beverage revenue
  - iv) Between 7 and 30 days prior to the commencing of the function, the cancellation will be 100% of the Room Hire and 75% of the estimated total food and beverage revenue
  - v) Less than 7 days prior to the commencing of the function, the cancellation will be 100% of the Room Hire and 100% of the estimated total food and beverage revenue
  - vi) In addition, cancellation fees charged to the RSM in respect of sub-contracted bookings, e.g. floristry, equipment/furniture hire, musicians, etc, made on behalf of a Hirer in connection with the function , will be payable in full by the Hirer. The RSM shall make all reasonable endeavours to draw the Hirer's attention to sub-contractors' terms and conditions.
15. The Hirer is in breach of this contract if:
- i) He fails to pay to the RSM any sum of money payable to the RSM on the due date
  - ii) The function is presented or conducted by the Hirer other than in accordance with the event content notified to the RSM at the time of the booking and approved by the Management

### **Catering**

16. The Events Office will undertake all catering by its own "in-house" team unless prior written permission has been granted for the use of an alternative caterer. Permission will be subject to:
- i) The payment of the appropriate loss of catering revenue fee
  - ii) The chosen caterer passing the RSM's food safety and hygiene audits.
  - iii) The caterer and hirer agreeing to the RSM's External Catering Terms and Conditions which shall then be deemed to be incorporated into these terms and conditions.

### **Hours of use**

17. The hire charges quoted relate to the times of the function booking. Functions which continue beyond these times will incur additional hire charges which will equate to 15% of the half day rate per half-hour. In addition, if an event exceeds the contracted period of hire and causes a conflict with a following event, and despite notice, does not end, then the RSM reserves the right to enter the room and end the event forthwith.
- i) Charges for the provision of Taxi's to transport staff home after the event will be made for all Chandos House functions ending at 11.30pm or later.
  - ii) All Music at Chandos House must end at 11.00pm
  - iii) All guests at Chandos House must leave by midnight
  - iv) No event at Wimpole Street will end later than 11pm

### **Other Points**

18. The nature of the function shall be notified to the RSM at the time of the booking. As a registered Medical Charity dedicated to the continued improvement in human health, we reserve the right to refuse bookings from organisations that support or undertake activity that is deemed by the RSM, at its absolute discretion to be not in the interests of medical care, health or wellbeing.
19. The Hirer agrees to confirm to the Events Office in writing (by post, Fax or E-Mail) the final numbers ( including special dietary requirements) attending by no later than midday, five working days prior to the function. The number given at this time will be the number invoiced, unless numbers increase. If numbers are not notified by this time the RSM reserves the right to charge the original estimate of numbers attending, or actual numbers attending whichever is the higher.
20. Final invoice payment must be received by the RSM within 14 days from the date of the final invoice.
21. In the event of late or part payment of any invoiced charges, the RSM reserves the right to charge interest , on a daily basis, from the due date of each invoice, at 5% above the base lending rate from time to time of the RSM's bankers, presently The Bank of Scotland.
22. The RSM operates a no-smoking policy throughout its two properties.
23. The RSM does not endorse or support the meeting programmes and/or content of any external function held its premises.
24. The use of the RSM logo or any other branding by external organisations is not allowed. The RSM logo and name are trademarked (Trade Marks Act 1994)and may not be used by any other

organisation or person outside the RSM. In the event that the Hirer uses its logo and any branding without permission, the RSM reserves the right to cancel the function without the return of Room Hire payments and any other deposit pre-payments made and/ or to request the withdrawal/closure of all such publicity material/ website etc at the Hirer's expense.

25. Permission is required for all photographs, filming and video taping within the RSM Premises.
26. The Hirer shall not sub-let the hired rooms or any part thereof without written consent from the RSM.
27. Prices of food and beverage may be subject to change under certain exceptional circumstances.

#### **Insurance**

28. The Hirer must effect and maintain Public Liability Insurance, with a minimum indemnity of five million pounds, which will indemnify the Hirer, the Hirer's contractors and the RSM against any claims, costs, proceedings, charges and expenses incurred in respect of any injury to any person or loss of or damage to property, which occurs while the Hirer, its employees, guests or contractors are on or about the premises of the RSM. The Hirer shall at the request of the RSM produce to the RSM the policy of insurance together with evidence of the payment of the current premium.

#### **Damage to RSM property and items not permitted in Rooms**

29. The Hirer shall take all reasonable precautions to ensure that no damage occurs to the property of the RSM or its employees. In the event of any damage occurring, the RSM reserves the right to render the Hirer liable for the replacement or repair of any or all property damaged.
30. In the event of any member of staff of the RSM being injured by the Hirer or by anyone attending the function the Hirer shall be liable for any claims arising.
31. The Hirer shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the buildings by means of nails, screws, drawing pins, blue tack, glue or any other means unless agreed in writing with the Management team prior to the function.

#### **Equipment**

32. The RSM accepts no responsibility for any hired equipment or conference equipment provided by, for, or on behalf of the Hirer, left unattended prior to, during, or after the function.
33. The RSM cannot accept responsibility for any items lost or mislaid on the premises
34. All items stored are at the Hirer's risk
35. Any items not collected within 24 hours of the end of the function will be disposed of unless prior arrangements have been made. Items stored outside these times may incur additional charges
36. The RSM will not be responsible for any item sent by courier that gets lost or damaged or for any items left at the RSM after the event has taken place.

#### **Insurance of property of Hirer and Hirers guests**

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

#### **Conduct**

38. The Hirer shall ensure that the function is conducted in an orderly fashion without causing a nuisance and in full compliance with the directives and requirements of Management and with all applicable laws ordinances and regulations

#### **Right to Exclude or Eject Persons**

39. The RSM reserves the right to exclude or eject, as it thinks reasonable, any persons from the function, the Room or the premises of the RSM whom it shall consider objectionable (including any engaged by the Hirer to provide duties or entertainment) and the Hirer will be liable for any liability arising thereby save where the Hirer establishes negligence or bad faith by the RSM.
40. The Hirer of Chandos House may use its own florist. Florists must comply with the RSM supplier code of conduct. A copy of the supplier code of conduct can be obtained from the Events Office.
41. The provision of a cash bar is £200.00 inc. VAT. In the event that the cash takings are in excess of £500.00 inc. VAT this fee will be waived.
42. The Events office must be informed prior to the function that of the ages of any young persons due to attend. A young person is defined as any person under the age of 18. Alcohol will not be served to any young person.

#### **Data Protection Act**

43. The details of the Hirer, where different, the Client will be held by the RSM on its computer database for use by its accounts department for maintaining proper records and by the Events Office for marketing purposes. It will not be passed onto any third parties.

I acknowledge that I have read and received a copy of the terms and conditions and agree to abide by them

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Name: Printed.....

Signature.....

Date of signing.....

Company/ Organisation Name:.....

Position within Company:.....

Date of Event:.....,

Agreed Event Minimum numbers .....

Agreed Event Catering Style .....

Signed copy of Terms and Conditions and first deposit to be received by:

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May 2007