



## EVENT BOOKING CONTRACT TERMS & CONDITIONS

### 1 Agreement

- 1.1 This agreement comprising the Event Booking Contract and these terms and conditions (together the '**Agreement**') is made between the Client whose details are set out in the Client Information in the Event Booking Contract (the '**Client**') and Birkbeck College of Malet Street WC1E 7HX (**Birkbeck**).
- 1.2 The Client has requested Birkbeck to hire out the conference rooms (inclusive of AV equipment if any) and supply the catering services (if any) on the hire date(s) as detailed in the Event Booking Contract (the '**Facilities**') and Birkbeck agrees to provide the Facilities on the terms and conditions set out herein to the exclusion of any other terms and conditions.

### 2 Provisional Bookings

- 2.1 Birkbeck may permit the Client to make a provisional booking which may be cancelled by the Client within 5 working days of the date the provisional booking is made without penalty. Any provisional bookings not confirmed by the Client within 5 working days shall be deemed to be cancelled.

### 3 Confirmed Bookings

- 3.1 A booking will be regarded as confirmed and the terms of the Agreement deemed accepted by the Client once Birkbeck has received confirmation via the online booking confirmation form:

<http://www.bbk.ac.uk/roombookings/testform/booking-confirmation-form>

This confirms that the terms of the Event Booking Contract are agreed and acceptance of the Conditions of Use set out in the Schedule.

- 3.2 As a minimum a booking cannot be made without the following information:
  - A completed Booking Request Form including Event Title
  - Full responses to Speaker Information Requests

- 3.3. Birkbeck reserves the right to refuse or cancel room hire or access to any of its premises or facilities without the need to give reasons to particular individuals, groups or organisations.

#### **4 Payment of Price**

- 4.1 The Client has agreed to pay to Birkbeck the Price as set out in the Event Booking Contract (or as amended in accordance with these terms and conditions) and/or the Cancellation Fee as set out in clause 7 below (if applicable).
- 4.2 Save as provided in clause 4.3 the Price will be invoiced by Birkbeck after the Facilities have been provided to the Client and/or when notice of cancellation has been received.
- 4.3 Where a deposit has been requested, Birkbeck may issue an invoice to the Client for the deposit once the Event Booking Contract being confirmed as per clause 3 and the remaining balance shall be invoiced after the Facilities have been provided to the Client and/or when notice of cancellation has been received.
- 4.4 All deposits are non-refundable.
- 4.5 All invoices shall be payable in full by the Client (together with any applicable Value Added Tax without any set off or other deduction) within 28 days of the date of the Birkbeck invoice.
- 4.6 If payment is not made on the due date Birkbeck shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after judgment) at the rate of 8% above the base rate from time to time of the Bank of England from the due date until the outstanding amount is paid in full.

#### **5 Facilities**

- 5.1 Birkbeck shall use its reasonable endeavors to provide the Facilities as set out in the Event Booking Contract save that it reserves the right to make changes to the Facilities which do not materially affect their quality.
- 5.2 The Client may make a written request to the Room Bookings Team for changes to the Facilities at any time which request Birkbeck may agree to or refuse at its absolute discretion.
- 5.3 Any changes to the Facilities in accordance with clause 5.2 may result in a change to the Price for the Facilities which Birkbeck will confirm in writing to the Client.

- 5.4 The Client warrants that it will comply with the Conditions set out in the Schedule hereto or as notified to the Client by Birkbeck from time to time.

## 6 Catering

- 6.1 Where catering services have been requested as part of the Facilities, the Client shall confirm final timings, menus and any special food requirements (as per the catering options provided by Birkbeck from time to time) to the Room Bookings Team in writing not less than 4 clear working days prior to the provision of the Facilities. The Client accepts that Birkbeck may be unable to meet any late requests.
- 6.2 If additional catering services are required on the day of the Event, the Client should contact the Room Bookings Team who will investigate if the additional catering services can be provided. The Client, or an acceptable signatory, will be asked to sign a catering order to confirm that additional catering services have been provided. Any additional catering services will increase the Price.
- 6.3 Where catering has been booked in advance the following cancellation policy will apply:
- 6.3.1 No charge will be made for the cancellation of **tea, coffee, biscuit, cookies and fruit juice** up to 5pm the day prior to the day of the Event. Tea, coffee, biscuit, cookies and fruit juice cancelled on the day of the Event will be charged.
- 6.3.2 **Tea, coffee, biscuit, cookies and fruit juice** ordered for a weekend Event must be cancelled by noon on the Friday before the weekend of the Event otherwise a charge will be made.
- 6.3.3 A reduction or cancellation of any other catering services must be confirmed in writing to the Room Bookings Team by noon 2 working days prior to the date of the Event. Catering services which are not cancelled in accordance with this procedure will be charged in full to the client
- 6.4 Where any special requirements have been agreed in respect of catering services these will be charged in full where Birkbeck has placed a food order for such catering services from its supplier and are unable to cancel this request with the supplier without cost.
- 6.5 There is a Minimum order of £12 per day for all catering bookings which will be charged for.
- 6.6 There is a minimum order of £50 for events that occur on Sundays

## 7 Cancellation

- 7.1 The Client may cancel this Agreement without penalty provided that the Room Bookings Team receive written notice of the same not less than 20 working days' prior to the Event.
- 7.2 Where the Client wishes to cancel this Agreement on less than 21 working days' notice Birkbeck shall apply a cancellation charge equal to the following percentage of the Price as set out in the Booking Contract:

| <b>Number of working days cancellation notice received by Birkbeck</b> | <b>% of Total Charge Payable by the Client</b> |
|--|--|
| 20-11 working days* notice   | 25%  |
| 10-0 working days* notice  | 100%   |

- 7.3 For the purposes of this Agreement “working days” are Monday – Friday inclusive excluding bank and public holidays.
- 7.4 Birkbeck may cancel this Agreement with immediate effect and without repayment of any monies where:
- 7.4.1 it has not received the Client’s deposit pursuant to clause 4; and/or
- 7.4.2 the Client has a petition presented for its winding up or for an administration order to be made against it, has a receiver, manager or administrative receiver appointed over all or any part of its assets, is made bankrupt, enters into any arrangement or composition with its creditors or enters into any comparable insolvency procedure in any jurisdiction.
- 7.4.3 the Client is in breach of this Agreement and in particular the Conditions of Use set out in the Schedule.

## 8 Liability

- 8.1 If the Client is unhappy with any aspect of the Facilities as provided then the Client shall inform the Room Bookings Team of the same immediately. If the Room Bookings Team are unable to remedy the matter to the Client’s satisfaction then the Client shall write to Birkbeck with full details of the complaint within 48 hours of the Facilities being provided and the parties shall work together to reach a satisfactory conclusion.
- 8.2 The Client shall be liable for the acts or omissions of all its invitees to the Facilities and undertakes that it has adequate public liability insurance cover for its use of the Facilities.

- 8.3 Where any of the Client's invitees are under 18 years of age the Client shall ensure that it complies with all relevant provisions of the Protection of Children Act 1999.
- 8.4 Where the Client has arranged for other services to be provided at the Facilities by third parties, it is the Client's responsibility to ensure that all such third parties comply with any relevant statutory or regulatory requirements regarding the services to be provided and the Client shall be liable for the acts or omissions of any such third parties.
- 8.5 The Room Bookings Team reserve the right at their discretion to ask any of the Client's invitees or third parties to leave the Facilities where such invitee or third party is behaving in the Room Bookings Team's view in an inappropriate or offensive manner.
- 8.6 The Client agrees to indemnify, hold harmless and to keep indemnified Birkbeck from and against all and any damages, loss, costs and expenses howsoever arising from the use of Birkbeck's premises for the Event by the Client its invitees or third parties, breach, operation of or termination of this Agreement save to the extent that those costs are properly attributable to the negligence of Birkbeck or of its subcontractors and employees.
- 8.7 With the exception of liability for death or personal injury, Birkbeck shall not be liable to the Client for any loss or damage suffered by the Client including without limitation special, indirect or consequential loss, loss of profit or damage howsoever arising out of or in any way connected with this Agreement provided that nothing in this clause shall operate to exclude any liability for fraud.
- 8.8 Birkbeck shall not be liable under this Agreement for any delay or failure to perform its obligations if that delay or failure was due to any cause or circumstance beyond Birkbeck's reasonable control which shall include (without limitation) acts of God, flood, fire or accident, civil disorder, strikes, lockouts or other industrial actions of any nature or defaults of suppliers or subcontractors.

## **9 General**

- 9.1 This Agreement shall commence on the date the written confirmation of the accuracy of the Event Booking Contract is received by Birkbeck and shall end when either Birkbeck has provided the Facilities or the Client pays Birkbeck's final invoice, whichever is the later.
- 9.2 The Client and Birkbeck agree that this Agreement (and any documents referred to herein) constitutes the entire agreement and understanding of the parties and save as provided for specifically herein may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

- 9.3 Each party warrants that in entering into this Agreement it is not relying on and shall have no other remedy in respect of any written or oral statement, warranty, representation or understanding of any person, whether a party or not, other than expressly as stated in this Agreement.
- 9.4 This Agreement shall be governed by the laws of England and shall be subject to the non-exclusive jurisdiction of the English courts.
- 9.5 This Agreement constitutes an offer by Birkbeck to provide the Facilities to the Client. By completing and returning the online 'Booking Confirmation Form' the Client is confirming to Birkbeck that the Facilities requested are accurate for its purposes and that the Client accepts Birkbeck's offer and wishes to enter into a binding contract.
- 9.6 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.7 A party who is not a party to this Agreement has no right to enforce or rely on any term or condition of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **Schedule**

### **Conditions of Use**

- Rooms must be vacated by 5.00pm, to allow enough time for arrangements to be made for Birkbeck's own evening teaching, except where express permission has been granted for an extension
- Consumption of food and drink in lecture theatres is not permitted under any circumstances
- Consumption of food and drink in teaching rooms is not permitted unless provided by the Birkbeck Catering department
- In the interest of Health & Safety, Birkbeck College operates a non-smoking policy and smoking is only allowed on the terrace of the Student Union Bar in Malet Street.
- Re-arrangement of furniture in teaching rooms is permitted but the furniture must be replaced to its original layout when users vacate the accommodation.
- Notices, posters or signposts are not allowed to be affixed anywhere without permission.
- Most College buildings are adapted for use by disabled persons but users of the College are advised to check on the suitability of particular buildings before booking rooms.
- The College does not accept any responsibility for the theft of personal property or any course material delivered to the College.
- Hired audio-visual equipment should be treated with care and users are expected to ask for help should they be unfamiliar with any equipment provided by the College. Hirers are asked to keep rooms with portable AV equipment secure at all times by either asking the reception for a key to lock the room or contacting the AV Department to remove the equipment when leaving the room for any reason. The cost of replacing any equipment stolen from an unsecured room will be charged to the organisation using the room.
- Hire of rooms does not entitle the users to describe themselves as part of Birkbeck College; the name of the College may only be used for location purposes.
- Hire of rooms does not entitle the users to make use of the College Library or Computing Facilities.

- Clients must ensure that they and their invitees, guests and visitors to Birkbeck conduct themselves in a fashion in keeping with the inclusive nature of the College

### **Birkbeck Policies**

- **Fire and Safety**

Clients must ensure that they and their invitees guests and visitors to Birkbeck familiarise themselves with the College fire regulations which is available at:

<http://www.Birkbeck.ac.uk/ef/roombookings/index.shtml>

Birkbeck may cancel this agreement with immediate effect if, in Birkbeck's exclusive judgement, a Client is in breach of its duties under these regulations.

- **Health & Safety**

Birkbeck may cancel this agreement with immediate effect if, in Birkbeck's exclusive judgement, a Client is in breach of its duties under the Health and Safety at Work Act 1974 and its subsequent modifications. This includes ensuring that Birkbeck is provided with all reasonable information in good time to ensure that it can comply with its own obligations under section 3 of the Act.

The Client will undertake a formal written risk assessment specific to the event and Birkbeck reserve the right at any time to request a copy of this and any associated documentation.

- **Freedom of Speech Policy**

Clients must familiarise themselves and comply with the Birkbeck Freedom of Speech Policy which is available at:

<http://www.bbk.ac.uk/registry/policies/policies-1>

Birkbeck may cancel this agreement with immediate effect where, in Birkbeck's exclusive judgement, the Client is in breach of the Birkbeck Freedom of Speech Policy.

To ensure compliance with the University's obligations to ensure free speech within the law and to mitigate risk and promote good campus relations, conditions may be attached to an authorisation for an event request, including but not limited to:-



- Reviewing the methods of promoting the Event and the content of promotional material (and potentially restricting what is available at the Event)
- Requesting a copy of the guest list for review prior to the Event
- Admittance or non-admittance of members of the public
- Making the Event ticketed or specifying that attendees must show a valid student card
- Provision of a specified number of suitable stewards
- Varying the time and location of the Event
- That the Event is declared 'public' or 'private'
- Ensuring there is no discriminatory gender segregation
- The College to be responsible for security arrangements (a controlling officer may be appointed for this purpose)
- Presence of specified senior members of the University
- The refusal or admission of the media to the Event.
- Restricting the broadcasting of the Event (by whatever means)
- The mode of appointment of the Chair.
- The availability of a translator at the Event.
- Restricting the sale of alcohol

Birkbeck may impose further conditions if considered necessary after taking into account advice from the police or an authorised authority.