

# Standard Terms and Conditions for Rothamsted Centre for Research and Enterprise

All reservations for conference, banqueting, meeting and training facilities are made upon and are subject to the terms and conditions set out below:

## **1. Definitions**

"Agreed" means agreed in writing and includes matters dealt with in the booking form. "The Client" means the person, firm or company contracting to hire facilities at RoCRE. "The Function" means the event for the purpose of which the Client has made the reservation. "RoCRE" means Rothamsted Centre for Research and Enterprise. "The Reservation" means the written offer and acceptance of venue facilities at RoCRE on the terms referred to herein. "Total Estimated Charges" means total anticipated final charges for the Function to include room hire, catering, AV and any additional charges.

## **2. Eligibility and Numbers**

(a) The Client agrees to provide the RoCRE Conference Department with full details of the nature and agenda of the Function. A best estimate of the number of guests expected to attend should be provided at least 10 working days prior to the Function. The Client agrees to notify the RoCRE Conference Department promptly of any changes to this estimated number and the exact number of guests expected to attend must in any event be provided to the RoCRE no later than five working days prior to the Function. The Client agrees to pay the RoCRE's charges for the greater of (i) the actual number of guests attending the Function and (ii) the number of guests last notified to RoCRE as expected to attend.

(b) RoCRE reserves the right to move the Function to a different meeting room in the Rothamsted Conference Centre should the expected number of guests fall below the minimum appropriate for the specific suite which has been reserved for the Function.

## **3. Payment**

(a) An initial deposit of 10% is required in order to confirm the booking. Pre-payment in full of the estimated total cost of the Function must be made against pro-forma invoice not less than ten working days prior to the date of the Function unless Agreed otherwise by the RoCRE Conference Department. If the actual cost of the Function exceeds the estimated cost, payment in full of any balance is due 30 days on presentation of invoice.

Any outstanding balances will be charged at the base lending rate for the time being of [Barclays Bank]. VAT is charged at the appropriate rate where applicable. Payment must be made in pounds sterling and may be made by cheque, BACS or debit card only. Credit card payment may be accepted by prior agreement with RoCRE and subject to an administration charge of 2% of the balance being paid.

(b) Any dispute as to amounts payable does not excuse payment in full of those amounts outstanding which are not in dispute.

## **4. Cancellation by the Client**

If the Client wishes to cancel the rooms and/or services or reduce the number of the guests, then the Client will give RoCRE Conference Department notice in writing. Notice is only effective on actual receipt by RoCRE Conference Department. In the event of cancellation by the Client of this Agreement or reduction in number of guests the Client agrees to pay to RoCRE the proportionate cancellation charge in respect of each of the guests in accordance with the schedule below:

<b>6 months</b> notice	–	Non-refundable deposit is retained by RoCRE
<b>3 months</b> notice	–	<b>25%</b> of the total estimated charges
<b>1 month</b> notice	–	<b>75%</b> of the total estimated charges
<b>Less than 1 months</b> notice	–	<b>90%</b> of the total estimated charges

If within the above mentioned notice period, the Client cancels the Function, the Client shall be obliged to pay a cancellation charge equal to the total estimated revenue (inclusive of VAT) attributable to the Function and for this purpose RoCRE shall be entitled to treat any prepayment made pursuant to Clause 3 (a) above as a cancellation charge and to retain it as such. RoCRE may in addition charge to the Client any third party costs incurred by RoCRE (to the extent non-refundable) in respect of goods or services which are no longer required as a result of the cancellation.

## **5. Cancellation by RoCRE**

RoCRE reserves the right to cancel the Reservation and to terminate this Agreement forthwith by notice in writing to the Client if RoCRE's premises at AL5 2JQ or any substantial part thereof is closed due to circumstances beyond the reasonable control of RoCRE or if the Client has failed to make the required prepayment pursuant to Clause 3(a) above, or has otherwise failed in any material respect to comply with the terms of this Agreement. If RoCRE cancels the Reservation in any such circumstances RoCRE will refund any amounts paid by the Client in advance to RoCRE but will otherwise have no further liability to the Client.

## **RoCRE Signature:**

**Company Name:** Rothamsted Centre for Research and Enterprise

**Position:**

**Date:**

## **6. Punctuality**

The Client agrees to commence the Function promptly at the time(s) Agreed with the RoCRE Conference Department and to procure that its guests vacate the room(s) designated for the Function at the time(s) Agreed with the RoCRE Conference Department. The Client will reimburse to the RoCRE all costs and expenses incurred by RoCRE (including but not limited to additional payments to staff) as a result of any breach by the Client of Clause 6.

## **7. Conduct**

(a) The Client shall be responsible for any loss of, or damage to, RoCRE's property including buildings, fixtures, fittings, furnishings, utensils and equipment during the period of hire.

(b) Should RoCRE require the Client to provide security or any additional security for the Function, RoCRE will provide or procure such service and will make an appropriate charge or re-charge therefor to the Client.

(c) The cost of repair of any damage caused to the buildings, fixtures, fittings or furnishings or additional cleaning will be charged to the client. Nothing must be attached to the walls.

## **8. Contractors**

(a) Should the Client wish to employ the services of any outside contractor (other than a contractor supplied by RoCRE), the Client must inform the RoCRE Conference Department as soon as practicable. RoCRE reserves the right within its sole discretion and without assigning any reason to refuse access to any such contractor.

(b) Exhibitor plans and access times must be approved by RoCRE in advance.

(c) The Client agrees to indemnify RoCRE and to keep it fully indemnified against any loss, damage or injury resulting from any act or omission of such contractor, its servants or agents or caused by any equipment supplied by such contractor.

(d) It is the responsibility of the Client to ensure that all contract staff engaged by the Client are fully aware of their responsibilities whilst in the Rothamsted Conference Centre and of RoCRE's no-smoking and behaviour policies.

## **9. Injury to persons or property**

The Client will indemnify RoCRE and to keep it fully indemnified from and against any claims, demands or proceedings brought against RoCRE by third parties arising out of or in connection with the Function except to the extent that death or personal injury is caused by the negligent act or omission of RoCRE its servants or agents.

## **10. Advertising**

No advertising or selling is allowed on the premises, except in the privacy of the closed meeting. Any form of publicity or display requires the special permission of RoCRE. Any subsequent advertisement of any product or service (e.g invitations) must not mention Rothamsted Centre for Research and Enterprise, The name "Rothamsted Centre for Research and Enterprise" or "RoCRE" or "Rothamsted Conference Centre" may only be used to indicate where the Function is located.

## **11. Public Relations, website and social media**

RoCRE may use your details for social media, online and pass details on to the Public Relations team. If the Client prefers not to be mentioned in any PR, marketing or online, please let RoCRE know in writing prior to the event. Any personal data that you provide is processed in accordance with the Data Protection Act 1998 and associated laws.

## **12. Food and Beverages**

No food or beverage may be brought into RoCRE by the Client or by its contractors, agents or guests for consumption on the RoCRE premises unless the prior written consent of RoCRE has been obtained. If RoCRE grants consent it may within its sole discretion levy an additional charge in respect thereof.

## **13. Personal Property**

RoCRE does not accept liability for any personal property or equipment of the Client or of the Client's contractors, agents, guests or invitees or hired by RoCRE on the Client's behalf and brought to RoCRE premises unless delivered to RoCRE for safekeeping and a ticket or other form of receipt is given.

## **14. Limitation of Liability**

The maximum liability of RoCRE to the Client in respect of a breach of this Agreement shall be limited to the extent of the charges which would otherwise have been payable there under by the Client. Under no circumstances shall RoCRE be liable for consequential losses of any nature howsoever arising.

## **15. Law and Jurisdiction**

This agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English courts.

**Client Signature:**

**Company Name and registration number:**

**Position:**

**Date:**