

ROYAL COLLEGE OF PAEDIATRICS AND CHILD HEALTH ROOM HIRE TERMS AND CONDITIONS

These terms and conditions apply in relation to the hire of Rooms and related services at 5-11 Theobalds Road by the Royal College of Paediatrics and Child Health ("the College"), a company incorporated in England and Wales by Royal Charter whose registered company number is RC000764 to any client (as detailed on the Booking Form) (the "Client").

It is agreed as follows:

1. Definitions

Attendee means any individual who will be in attendance at a Session whether as an employee, delegate or guest of the Client.

Booking means each booking of a Session or series of Sessions made by the Client and detailed in a Booking Form.

Booking Form means the completed form setting out the specific arrangements in relation to the Booking, including the identity of the Client.

Contract means the agreement between the College and the Client for a Booking, comprising these Terms and Conditions and the Booking Form.

Premises means the premises where the Rooms are located, being 5-11 Theobalds Road,.

Room means any one of the rooms available for hire at the Premises in accordance with these Terms and Conditions.

Session means a period of time during which a Room is available for booking, as further detailed in paragraph 2 below.

Schedules of Charges means the document or documents setting out the charges for the Rooms and related support services provided by the College, which may be subject to amendment from time to time.

Working Day means a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

2. Bookings and Confirmation

2.1 Bookings may be made either by telephone or email. The College will respond to each booking with an email which will attach the Booking Form and these Terms and Conditions.

2.2 By signing and returning the Booking Form the Booking will be confirmed and the Client will be deemed to accept these Terms and Conditions. All Bookings are provisional until the College receives a signed Booking Form.

2.3 Sessions available for booking are as follows:

- Half Day: 09:00 – 13:00 or 13:00 – 17:00;
- Full Day: 09:00 – 17:00;
- Addition hours outside of these timings additional hours will be charged at 20% full day rate.

- 2.4 A Booking of a shorter duration than the Sessions set out above but which overlaps two Sessions may be regarded as a Full Day Session. Any Half Day or Full Day Session bookings that extend past 17:00 & start prior to 9:00 will be subject to an additional charge.
- 2.5 No access to a Room will be permitted prior to 08.30 unless the Parties have expressly agreed otherwise. For afternoon Half Day Sessions, access will not be permitted until 13:00 unless the Parties have agreed otherwise.
- 2.6 No Sessions will be available on bank holidays.
- 2.7 The College may, at its sole discretion, reject any Booking request or part thereof at any time without liability.
- 2.8 The College does not offer any event management or hosting services. The Client must ensure they have sufficient staff to manage the event and their delegates.

3. Payment

- 3.1 Rooms, catering and audio-visual equipment will be charged at the rates set out in the Schedule of Charges. Any additional services provided during the Session and / or occupation of any Room by the Client that is additional to the Sessions confirmed in the Booking Form (whether or not such occupation has been agreed in advance) will be additionally charged to the Client at the rates set out in the Schedule of Charges or, where such services and or occupation is not provided for in the Schedule of Charges, at such rates as the College, acting reasonably, deems appropriate.
- 3.2 Clients will be invoiced after the Session. The Client shall pay each invoice submitted by the College in full within thirty (30) days of the date of the invoice. Where the Client fails to pay the invoice, the College will take appropriate action to recover the debt, including referral to external debt collection services and shall be entitled to recover all costs, interest, damages and legal expenses (on a full indemnity basis) from the Client.

Please note where purchase order numbers are required for invoice processing, it is the responsibility of the Client to ensure these have been supplied to the Facilities & Hospitality Coordinator before the event date. If an invoice has already been raised but the Client has failed to supply the purchase order number, invoices will not be re-issued.

- 3.3 Interest may be charged by the College on outstanding balances in line with current interest rates.
- 3.4 Cancellation fees will be charged in accordance with Paragraph 9.
- 3.5 As a matter of general policy, the RCPCH does not accept funding from manufacturers of Formula Milk, and by placing a booking, you warrant that this forms no part of any activity you or your organisation undertakes.

4. Rates and discounts

- 4.1 Rates for Rooms, catering and the provision of audio-visual equipment are set out in the Schedule of Charges.
- 4.2 Subject to paragraph 16, the member/fellow rate set out in the Schedule of Charges shall be charged to any Client who is a member of the College, provided that a College membership number is provided at the time of Booking.

- 4.3 Subject to paragraph 16, the charity & not for profit organisation rate set out in the Schedule of Charges shall be charged to any Client who is a registered charity or a not for profit company, provided that a registered charity or not for profit number is provided at the time of Booking.
- 4.4 Any charity Client that is booking a Room at the College purely for charitable reasons is eligible for VAT exemption on its room hire charges, provided that the Client requests a VAT exemption form at the time of Booking.

5. Catering

- 5.1 Final numbers of guests must be confirmed with us no later than 12:00 noon, 5 Working Days in advance of the Session. Subject to the remainder of this paragraph, final Catering costs will be based on this figure. The College may at its sole discretion accommodate slight changes in numbers up to 48 hours before a Session, but is under no obligation to do so. Any additional catering requests by the Client that are accommodated by the College will be additionally charged at the rate set out in the Schedule of Charges or at such rate as the College, acting reasonably, deems appropriate. Please note that the College cannot accept responsibility for messages left with a third party.
- 5.2 The College will endeavour to deliver all catering within 15 minutes of the requested delivery time.
- 5.3 The Client and/ or Attendees may not consume any food or drink on the Premises other than that supplied by the College failure to adhere to this term will result in additional charges being applied to the invoice. Any food or drink that is removed from the Premises will be consumed at the individual's own risk.
- 5.4 All prices set out in the Schedule of Charges and the relevant Booking Form are exclusive of VAT at the current rate. All prices include our standard equipment, linen and what we believe to be a suitable number of staff to provide a first class service. If, however, the Client has any special requests, there may be additional staffing charges which will be agreed prior to the event or meeting.

6. Layout & Social Distancing

- 6.1 It is the responsibility of the Client to specify the room set up required. Subsequent changes (i.e changing from a boardroom to a cabaret style setup) will subject to additional charge.
- 6.2 Any substantial change to layout (as referred to in section 6.1) must only be carried out by the College staff to reduce any manual handling risk and damage to furniture or the College property.
- 6.3 The college is not mandating social distancing within its meeting rooms. If any client requires a room with adequate room to conduct socially distant meetings or events, they must let the college know straight away.

7. Audio-Visual Support

- 7.1 All requests for audio-visual equipment must be made no less than one (1) Working Day in advance of each Half Day or Full Day Session to take place on a Monday to Thursday or no less than 10 Working Days in advance of each Evening session. [Please note that videoconferencing is an exception to this and is covered explicitly in point 7.3](#)
- 7.2 Whenever possible, the College will set up the audio-visual equipment for use 15 minutes prior to the start of each Session. All audio-visual equipment provided for a Full Day or Half Day Session to take place on a Monday to Thursday includes "on call" support and assistance. Audio-visual equipment provided for an Evening Session is not inclusive of any technical

support. The College will endeavour to secure such additional support where required, which shall be additionally charged at the rates set out in the Schedule of Charges or as otherwise agreed between the parties in advance.

- 7.3 Video conferencing may be booked with at least **two (2) Working Days'** notice provided that the Client provides the College with the contact details of the recipient(s) to allow it to carry out a test call in advance of the Session. If this information is not provided the College accepts no responsibility for any failure of the video-conferencing equipment during the Session.
- 7.4 It is the Client's responsibility to ensure that any electronic files or laptops provided are fully compatible with the College equipment.
- 7.5 Session attendees may use their own laptops but it is the responsibility of the Client to ensure that this has been PAT tested and is compatible with the College wireless network and plasma screens. The College accepts no responsibility for any incompatibility.

8. Health and Safety

All visitors are required to observe the College Fire and Security Procedures, which can be found on all College notice boards and can be found in all Rooms. The Client must ensure that its activities and those of the participants conform with health and safety practices, and that the general health and safety information is read out at the beginning of the meeting. The Client must also ensure that a register of attendees is taken and is presented to the Fire Officer in the event of an evacuation.

9. Cancellation

- 9.1 All cancellations must be made in writing via email or post. The College will not charge cancellation fees provided that notice of cancellation is received no less than forty (40) Working Days in advance of the date of the Session that is being cancelled.
- 9.2 Thereafter Clients will be charged the following cancellation fees:
- Where twenty-six (26) to thirty-nine (39) Working Days' written notice is received, the equivalent of 50% of the Hire Charge for the Room will be charged; and
 - Where less than twenty-five (25) Working Days' notice is received, the full booking charge will be applied (which, for the avoidance of doubt, will include the charge for the Room Hire, catering, audio-visual equipment and any additional services that were requested in respect of the cancelled Session).
- 9.3 Each Client is responsible for his or her own costs in the event that a Session does not take place for any reason.
- 9.4 The College properly and reasonably reserves the right to cancel or terminate wholly or in part any Booking at any time and for any reason including, but not limited to, the following:
- if the Client becomes bankrupt or insolvent or enters into liquidation or receivership;
 - if the Client is more than 30 days in arrears in respect of payments due to the College in respect of previous and/or current Bookings or part(s) thereof;
 - if the Booking might, in the College's reasonable opinion, prejudice the reputation of the College;
 - if the behaviour of the Client or Attendees (whether as individuals or as a group) is deemed by the College to be unacceptable. Partial termination could result in a number of Attendees being asked to leave the College; and

- if the activity of the Client or Attendees (whether as individuals or as a group) breaches fire/ health and safety or any legislation in any way or deemed unsafe for staff, members or public.
- If there is a global pandemic.

9.5 Any such amendment/cancellation/termination shall be without prejudice to any right of action of the College in respect of non-payment or any breach of the Terms and Conditions.

9.6 If, due to an event beyond its control, the College is (in its opinion) unable wholly or substantially to perform its obligations to a Client, the College will promptly notify the Client accordingly.

10. Property Loss/Damage

10.1 The Client and any Attendees bring any property to the Premises at their own risk and for the avoidance of doubt, the College will not be liable for any loss, theft or damage of such property on the Premises.

10.2 The Client may not glue, stick, pin or nail anything to the walls, fixture and fittings of the Premises. The Client shall indemnify and keep the College indemnified in full in respect of the cost of repair of any damage caused by the Client or the attendees of a Session to the Premises and/ or any fixtures or furnishings within the Premises.

10.3 At the time of Booking the Client must advise the College of any equipment that it proposes to bring onto the Premises for any Session and the College hereby reserves its right to refuse permission for such equipment to be brought onto the Premises. The Client may not leave any items or equipment in a Room overnight, unless it has obtained the express prior consent of the College's Facilities & Hospitality Department to do so. For the avoidance of doubt, the College accepts no liability for the safety of such equipment.

10.4 The College reserves the right to remove and/ or dispose of any item left in a Room or on the Premises by a Client or a Session Attendee after the Session has concluded.

10.5 The Client shall be responsible for any wilful or negligent loss and/ to damage to the Premises, the fixtures and fittings and any equipment of the College to the extent that such loss and/ or damage was caused by the Client and/ or the Attendees. Any costs of making good such loss and/ or damage will be charged to the Client.

11. Smoking

The College operates a no-smoking policy. The Client must ensure that it informs all Session Attendees of the College's no smoking policy and must ensure that Session Attendees do not smoke within the Premises and/ or on the front step of the Premises.

12. Use of College brand/approval

12.1 Unless the College has provided express written permission to do so, Clients must not imply, in press releases, audio or video material or otherwise, that their Session is approved, or that the outcome has been endorsed by, the College, by (without limitation) unauthorised use of the College's logo and other brand materials; or use of the College's name to imply approval of the Session's purpose.

12.2 The Client shall indemnify the College and keep the College indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs

(calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the College arising out of or in connection with the Client's failure to adhere to the terms of this paragraph 12]

13. Information Security

The Client shall at all times remain responsible for ensuring that any confidential, personal(LDP Program or sensitive data is dealt with appropriately and is removed from the Room after the Session has concluded. Confidential waste bins are located within or outside of all Rooms.

CCTV footage is in operation in the building for the purpose of the prevention and detection of crime. If you have any concerns about how your personal data is used and processed, please contact the College's Data Protection Officer: information.governance@rcpch.ac.uk.

14. General Liability

14.1 Nothing in these Terms and Conditions shall limit or exclude the College's liability for:

- death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or
- fraud or fraudulent misrepresentation.

14.2 To the fullest extent permitted by law the College shall not be liable for (i) any loss to property of the Client or the Attendees for any reason, or (ii) any loss or inconvenience caused to any party as a result of cancellation or postponement of a Session for any reason whatsoever and accordingly the Client will be responsible for arranging its own insurance to cover any such potential loss.

14.3 The College shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit or any indirect or consequential loss arising under or in connection with the Booking. The College's total liability to the Client in respect of all other losses arising under or in connection with the Booking whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed the total of the charges due from the Client to the College for the Booking.

14.4 Appropriate insurance cover should be obtained by the Client to indemnify the College against claims which may be made against the Client in respect of loss or damage which the College may suffer. Such insurance should also cover the risk of bodily injury or death to the Client, Attendees, its servants, contractors, agents or licensees and members of the group or any third parties. This excludes any such loss, damage, injury, or death as may be caused by the act, default or negligence of the College.

15. The Client's Obligations

The Client agrees to use the Premises in an orderly manner, and to take all possible steps to ensure that the persons invited onto the Premises by the Client adhere to all the requirements, terms and conditions and other relevant rules of the College at all times, including (without limitation):

- refraining from any behaviour which could bring the Client into disrepute or cause risk to others;
- using the equipment belonging to the College in a safe manner and returning it in good working order;
- complying with all reasonable requests and instructions made by the College and its staff; and

- generally conducting themselves in a responsible manner with due consideration to other users of the Premises, the Client's staff and the Client's agents or guests.

16. General

Entire agreement: The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the College which is not set out in the Contract.

Basis of contract: The Contract applies to the Booking to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Assignment: The Booking is personal to the Client and the Client may not assign or transfer the Booking or any of its rights or obligations set out in the Contract to any third party.

Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

No partnership or agency: Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

Third parties: A person who is not a party to the Contract shall not have any rights to enforce its terms.

Variation: Except as set out in these Terms and Conditions, no variation of these Terms and Conditions, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the College.

Governing law: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).