

TERMS AND CONDITIONS OF ROOM HIRE

1. Smoking

IOP Enterprises Limited ("76PP") operates a non-smoking policy. 76PP would be grateful if the Hirer could inform its delegates of this policy and ensure that they do not smoke on the front step of the building, blocking the door.

2. Catering

Catering times are difficult to alter on the day and lunch times are fixed. However, should the Hirer wish to bring forward times for morning or afternoon refreshments, please speak to the Receptionist as soon as possible. He or she will then inform the Catering Department and 76PP will comply with the Hirer's wishes as far as reasonably practicable.

Food and refreshments must be kept within specified catering areas and must not, under any circumstances, be taken into the Rutherford Conference Centre's lecture hall or the Franklin Theatre lecture hall. Please note that it is 76PP's policy that food left over from any function cannot be removed from the Venue. This is compliance with the Food Safety Temperature Control Act 1995.

The Hirer must not bring any food or drink onto the premises for consumption on the Venue and must not permit their guests to bring food or drink into the Venue.

All full day bookings will only be accepted if the Hirer books their lunch at 76 Portland Place (the "Venue").

3. Registration

Rutherford and Franklin Rooms

A registration desk will be provided for the Hirer to set up their badges and register their guests in the reception area. Additional registration desks can be provided for all other meeting rooms if required.

4. Cloakroom

A cloakroom is provided in the lower ground floor of the Conference Centre. We would be grateful if the Hirer could urge their delegates to use this rather than taking coats into the lecture hall. The cloakroom is not manned. 76PP will staff the cloakroom for a fee if required a reasonable time before the date of the booking.

5. Mobile Phones

76PP would be grateful if the Hirer would inform their delegates not to use mobile phones in the reception area.

6. Opening and Closing Times

The Venue is open at 07.00, allowing the Hirer to set up stand, send deliveries etc.

The building closes at 18.30. Evening booking will not be accepted unless food is ordered with drinks. Drinks packages have been designed especially for evening functions for a minimum of 50.

The building can be opened for weekend bookings. Please contact the events office for a weekend tariff.

Minimum numbers for weekend bookings are 80 people.

7. Times of Hire

All day bookings constitute 09.00 - 17.30 hours. Half day 09.00-12.30 or 14.00-17.30 hours. Evenings 18.00 -22.00 hours. Functions must end at the times specified on the accepted booking form. Extensions, if possible, and with 76PP, shall incur additional charges for every 30 minutes extension, or part thereof.

8. Bookings and Confirmation

All bookings must be on the official 76PP booking form which must be completed, signed and returned by hand, fax or post to the Venue. If 76PP accepts the booking it will then dispatch a confirmation letter. At this point the booking is firm and both the Hirer and 76PP are contractually committed. Prior to that time the booking is not firm. Consequently the Hirer should not make any announcement regarding use of the Venue. Telephone bookings are provisional only. After ten days they will be deleted without further notice. It is the duty of the Hirer to ensure that these terms and conditions are brought to the attention of all guests.

9. Final numbers

Any amendment to the number of guest attending must be notified to 76PP in writing not less than 3 working days prior to the function. This will be used for catering and room set-up purposes. The amount payable will be calculated on the higher of the number of guests attending on the day, the number stated on the accepted booking form or the number notified not less than three working days prior to the function. Minimum numbers for each room will be charged for all the rooms. The minimum numbers for the Rutherford Theatre are 80 people, the Franklin Theatre 40 people, and the Phillips room 15 people.

Regulations as to maximum numbers in each room must be followed by the Hirer at all times.

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10. Expiration of the period of hiring

At the end of the period of hiring the Hirer must leave the room in a clean and orderly state free of litter.

11. Payment

Payment of room hire and catering charges is required on presentation of 76PP's invoice. 76PP reserves the right to require the payment of all or part of the anticipated cost of the function at any time prior to the date of the function, the amount of which will be determined by 76PP.

12. Prices

The prices are reviewed in time for the new conference season starting in January each year. Hirers who at that time are in the process of, or who have already booked, rooms will be given at least three calendar months notice of new prices.

13. Cancellation by Hirer

If the Hirer cancels a confirmed booking at any time prior to the function, 76PP will make every reasonable effort to re hire the room on Hirer's behalf. If 76PP is unable to re hire the room, the following scale of cancellation charges will apply:

Cancellations between 10 and 8 weeks prior to the start date: 50% of the room hire and catering charge

Cancellations between 8 and 6 weeks prior to the start date: 75% of the room hire and catering charge

Cancellations less than 6 weeks prior to the start date: 100% of the room hire and catering charge

Notification of cancellation should be advised to 76PP as early as possible and, in the first instance, verbally. It should be confirmed in writing. Definitive cancellation charges will be confirmed after the intended date of the function so that 76PP is able to reduce the charge by any alternative business it has been able to secure on Hirer's behalf.

14. Cancellation by 76 PP

If the Venue or any part of them are closed due to circumstances beyond 76PP's reasonable control, or if the Hirer wishes to alter the number of guests attending so that the room originally booked is no longer suitable, 76PP will use reasonable efforts to offer the Hirer alternative facilities within the Venue to those originally booked. The Hirer will be consulted but any final decision on this will be made by the Operations Director of 76PP. If that is not possible, 76PP will use reasonable efforts to suggest alternative venues which might be suitable. If 76PP is unable to accommodate the function in alternative rooms it reserves the right to cancel the booking. 76PP also reserves the right to cancel a booking if: the Hirer becomes insolvent or enters into liquidation, bankruptcy or receivership 76PP suspects that any of these events is likely to occur; or the Hirer is more than 28 days in arrears with any payment due to 76PP. In the case of cancellation due to the Venue being closed, but in no other case of cancellation by 76PP, any deposit paid will be refunded.

Other than the repayment of deposit following cancellation described above, 76PP shall have no further liability to the Hirer. In particular, subject to Clause 15 below, 76PP shall not be liable or be required to pay compensation for any loss sustained or inconvenience caused as a result of, or in any way arising out of, cancellation by it of a booking.

15. Injury to persons and loss of property

The Hirer is responsible for the Health and Safety of their staff and delegates throughout the duration of the hire period, and shall be expected to comply with all relevant legislation. Information regarding emergency procedures and First Aid arrangements is available from Reception. 76PP shall not be liable for the death or injury to any person attending the Venue in connection with the function the subject of the hiring, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability of the Hirer in the exercise of the rights granted by the agreement, whether direct or indirect, except where such where any such death, personal injury is due to the negligence of 76PP or where any loss cannot be excluded by law. 76PP shall not under any circumstances be responsible or liable for any damage to or any loss of any goods, articles or property of any kind arising out of the holding of a function and/or brought into or left at the Venue, either by the Hirer for his own purposes or by any other person, or left or deposited with any officer or employee of 76PP. Nor shall 76PP be responsible for any loss due to mechanical breakdown, failure in electricity supply, flood, fire, government restriction or act of God which may cause the Venue to be closed temporarily or the function interrupted. The Hirer is responsible for, and must reinstate and make good to the satisfaction of 76PP or make full compensation for, any damage to or any loss of property suffered by 76PP or its employees or representatives. The Hirer shall be responsible to 76PP for all loss, damages or expenses incurred by 76PP, including but without limitation, damage caused to 76PP's property, which relates to or arises out of the acts or omissions of the Hirer or its guests and the Hirer shall, on demand, indemnify 76PP accordingly. The Hirer is obligated to insure all its equipment and/or any moveable property of value which is to be brought on to the Venue on an "AllRisks" basis for their full reinstatement value for the time being and to maintain third party and public liability insurance with a reputable insurance company, to a level satisfactory to 76PP. Promptly on demand, the Hirer shall produce to 76PP the policy or policies for such insurance and the receipt for the current premium.

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16. Equipment

No equipment may be delivered without prior agreement of 76PP. 76PP reserves the right to refuse equipment if it considers it to be dangerous or harmful to the Venue or its contents. Equipment should be free standing and must not obstruct any fire exit. No bolts, nails, tacks, screws, bits, pins or like objects are to be driven into any part of the Venue nor is any adhesive to be attached to it

17. Electrical equipment

No lighting, heating, power or other electrical fittings or appliances are to be altered, moved or in any other way interfered with by the Hirer. No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without prior written consent of 76PP

18. Equipment storage

76PP accepts no responsibility for equipment or other goods left on the Venue before or after a function. 76PP has limited storage available for the Hirer's use. This may only be used by prior written agreement. 76PP does not accept liability for the loss of or damage to any items stored.

19. Deliveries and Removals

Deliveries and removal of goods to and from the Venue may be made on usual working days, Monday to Friday after 7.00 a.m. but before 18.30.

20. Agreement personal to Hirer

The benefit of the agreement is personal to the Hirer and may not be assigned, novated or sub-hired, whether in whole or in part.

21. Exclusivity

Hirer should be aware that there may be other organisations holding functions at the Venue at the same time as its function.

22. Legal Responsibilities

76PP must comply with certain licensing and statutory regulations and requires the Hirer to fulfill their obligations in this respect. In particular, alcohol may be served up to 23.00 with a 20 minute drinking up period thereafter. Extensions cannot be permitted. Cash bar facilities can be arranged.

No part of the Venue is to be used by the Hirer for an unlawful purpose or in any unlawful way.

All visitors to the Venue must observe 76PP's fire and safety regulations.

If requested by 76PP, the guest list must be supplied to reception. This is required for security reasons.

The Hirer accepts that the Venue is in all respects fit for the purpose for which it is required. No warranty whatsoever is provided by 76PP that the Venue or any part of it is authorized by statute for any specific purpose. 76PP is committed to providing an accessible environment to all disabled visitors and residents. This includes giving disabled visitors the opportunity to disclose confidentially their support needs, in advance of their visit. 76PP has a duty to make reasonable adjustments in anticipation of such requests and to do all it can to ensure that disabled visitors do not experience less favourable treatment. For the avoidance of doubt, the Hirer is responsible for complying with any obligations imposed on the Hirer by the Diversity Discrimination Act 1995 and all amendments and/or statutory enactments thereof.

No material publicizing the event and no product sold or distributed at the event shall contain any reference, or shall give any impression, to the effect that 76PP has endorsed the event or product. The Hirer shall ensure at all times that the product or event is not promoted or presented in such a manner that any inference would be drawn that the product or event is sponsored by or linked to 76PP or has 76PP's approval and the Hirer shall comply with any directions given by 76PP to this effect.

The details of the Hirer will be held by 76PP on its databases for use by its accounts department for maintaining proper records and for marketing purposes. 76PP shall be entitled to use all personal data for the purposes of its business, including, without limitation, providing up-to-date news and offers, and for the purpose of the provision of the services offered by 76PP. The Hirer may opt-out or request that they do not wish for their personal data to be retained for any future marketing campaigns by contacting 76PP in writing.

I hereby accept the terms and conditions above

Signature:

Date: