



# 110 Rochester Row

## TERMS AND CONDITIONS WITHOUT PREJUDICE AND SUBJECT TO CONTRACT

110 Rochester Row Conditions of Hire 2020 Edition

### 1. INTERPRETATION ... In this application:

**“the confirmation”** means the Hirer confirmation document issued by the Healthcare Financial Management Association (“HFMA”)

**“the Company”** means HFMA of: Albert House, 111 Victoria Street, Bristol BS1 6AX (Registered Company No 5787972)

**“the Hirer”** means the party named in the client confirmation document

**“the Authorised Officer”** means the Company’s Special Events Manager or any other employee or representative or Agent of the Company notified to the Hirer

**“the Accommodation”** means the event spaces at 110 Rochester Row detailed in the confirmation

**“the Access Routes”** means such routes for access to and from the Accommodation as are notified to the Hirer by the Authorised Officer

**“the Function”** means as stated in the confirmation

**“the Venues”** means as stated in the confirmation

**“Working days”** means - Monday to Friday (inclusive) save for recognised Public Holidays which will not be regarded as working days

### 2. APPLICATION FOR HIRE

The Venue is of great significance and importance to the HFMA. Applications for use of the Accommodation for the Function are accepted only if the Function is considered by the Company to be reasonable and appropriate for the Venue. The Company reserves the right to refuse any application whatsoever. Any permission granted is given on the basis of the details provided by the Hirer. Any failure by the Hirer to comply with the requirement of full disclosure may lead to the cancellation of the Function.

### 3. PERMISSION

3.1 The Company permits the Hirer the exclusive use of the venue for the purpose only of the Function.

3.2 The maximum number of people permitted to attend the Function is to be agreed with the Authorised Officer.

### 4. DISCLOSURE

4.1 The Hirer confirms having fully and fairly disclosed the purpose for which the Accommodation is required including but not limited to the number of proposed guests; the full name and address of the Hirer (if any) for whom the Hirer is acting and the nature of the Hirer’s business, the nature and purpose of the Function the name of any proposed caterer agreed under a dry hire agreement or licensee and any entertainment or special events which may constitute a special risk to the Accommodation/Venues including but not limited to special lighting effects.

4.2 Without prejudice to Clause 16 below any misrepresentation by the Hirer may result in cancellation of the Function at any time by the Company. In such event any deposit paid will be forfeit to the Company and if the Company is unable to re-hire the Accommodation after such cancellation the Company reserves the right to require that all hiring fees for the Function be paid in full.

### 5. HIRER’S OBLIGATIONS

The Hirer agrees and undertakes as follows:

5.1 That it has examined the Accommodation or otherwise satisfied itself that the Accommodation is suitable and sufficient for the Function.

#### 5.2 ROOM HIRE AND CATERING PAYMENT TERMS

(a) All prices quoted are exclusive of VAT, which shall be payable at the rate(s) ruling at the date of invoice.

(b) **Final Invoicing: the Hirer is required to sign off a bill indicating the level of consumption at the end of their event. The Company will issue a final invoice and the Hirer has 7 working days from the date of invoice in which to query any charges**

(c) **Venue Hire & Catering 0–3 Months Prior** – Following acceptance of the reservation by the Hirer, the Hirer shall remit to the Company a pre-payment to the value of 100% of the anticipated final booking confirmation. The 100% deposit must be paid (cleared funds) 2 weeks prior to the event taking place. If the date of the event is less than 14 days, payment will be required to be made by guarantee means e.g telegraphic bank transfer (TT’s) or credit card.

(d) The whole or part of such pre-payment may be applied by the Company in discharge in whole or in part of the actual total cost of the function to the Hirer, or in discharge of any liabilities incurred by the Hirer herein.

(e) Settlement Terms: 7 days – Any sundry charges / extras must be paid without deductions before departure.

- (f) All charges unpaid after their respective final date for payment shall carry interest on the amounts outstanding from time to time in respect of business customers at the prevailing rate pursuant to the terms of THE LATE Payment of Commercial Debts (Interest) act 1998 and in respect of non-business customers at a rate of 2.5% above the rate of Bank of England base rate.
- (g) In the event of any payment due from the Hirer to the Company being dishonoured, a charge of £45.00 (or such other sum as the Company may from time to time advise the Hirer) will be made on the Hirer's account to cover bank and administrative costs. The Company reserves the right in its absolute discretion to refuse to grant credit.
- (h) The Company/The Venue reserves the right to suspend or cancel the performance of the contract if payment dates are not adhered to.
- 5.3 To ensure that all persons attending the Function use only the Access Routes and do not go on to adjoining parts of the Venue.
- 5.4 To ensure that there is no contravention of the provisions of any Sunday Trading legislation or other relevant statutory licensing laws in relation to matters including but not limited to music, dancing, gaming and consumption of alcohol for the time being in force. The Accommodation adhere to the government guidelines on responsible service of alcohol, including but not limited to the minimum catering requirements where the consumption of alcohol is concerned. The Hirer shall also ensure that all copyright licences are obtained prior to the performance of any copyright work.
- 5.5 Not to (and to ensure that no guest, employee, agent, contractor or invitee of the Hirer) tamper with any gas, electrical or water installations and to ensure that (unless the Authorised Officer has given previous written consent) no appliance or apparatus is connected to the existing electrical system. PAT (Portable Appliance Tests) certificates for all external appliances or apparatus must be produced prior to the event taking place.
- 5.6 To keep proper order which shall include (without limitation) a requirement to nominate a responsible person to liaise with the Authorised Officer, who will be available at all times immediately before and during the Function, to deal with enquiries and emergencies and to ensure that all persons attending the Function comply with any instructions they may receive from any official appointed by the Authorised Officer.
- 5.7 Not to interfere or cause disturbance to other occupants of or users of or visitors to the Venue nor cause any disturbance annoyance or nuisance to any adjoining owner or occupiers or others in the vicinity of the Venue and to observe and comply with any restrictions imposed by the Company.
- 5.8 To ensure that the presence of any person attending as a guest or otherwise in connection with the Function and any equipment or apparatus shall not interfere in any way with the normal access or availability of the Venue to the Company, their employees, agents, contractors, users or visitors.
- 5.9 To take every reasonable care to ensure the proper and careful use of the Accommodation and to draw the attention of the Authorised Officer to any element associated with the Function which may constitute a special risk of whatever kind to the Accommodation. Naked flame and lasers are not permitted in the Venue nor the attachment of any item to any part of the fabric of the building. When in doubt as to whether any part of the Function may constitute a special risk the Hirer must seek advice from the Authorised Officer.
- 5.10 To ensure that the maximum permitted number of guests who are to attend the Function is not exceeded in any circumstances.
- 5.11 To provide proper and adequate supervision and control of the Function including:- (a) Assisting the Authorised Officer with the orderly and safe admission and departure of persons to and from the Accommodation; (b) The preservation of good order and decency in the Accommodation; (c) Ensuring that all doors giving access to and egress from the Accommodation are left unfastened and unobstructed and immediately available for exits; (d) Ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Accommodation; (e) Notifying the Authorised Officer in event of an accident or injury to any guest, employee or agent of the Hirer as soon as possible; (f) Reporting of any failure of equipment either that belongs to the Company or is brought in to the Club by the Hirer as soon as possible.

## **6. SMOKING**

The Venue is a non-smoking building. Special arrangements for smokers can be made during functions and the Authorised Officer will, upon request, advise the Hirer of designated smoking areas.

## **7. DAMAGE DEPOSIT**

The Hirer accepts full responsibility for any loss or damage to any property real or personal at the Venue and at the time of making the application shall if required by the Company pay such amount as the Company considers necessary, which the Company at its discretion shall keep towards the cost of any damage caused at a Function by the Hirer or any guest of the Hirer. The deposit or part of it shall be refunded upon the Authorised Officer's approval. Irrespective of such deposit, the Company reserves the right to claim in full from the Hirer the cost of any repairs resulting from damage caused by the Hirer or the Hirer's guests.

## **8. SUB-LETTING**

Under no circumstances shall the Hirer sub-let or further offer for hire any of the Accommodation for which the application for use has been made.

## **9. TICKETS AND/OR INVITATION SALES**

The Hirer must fully disclose the range of people to whom invitations or tickets will be given or sold and if tickets are to be sold, the specific means by which this is to be done. Under no circumstances may the function or ticket sales be advertised to the general public in national or local circulation papers or magazines or in posters or handbills without the prior written approval of the Authorised Officer.

The use of the Company or the Venues' logo, name etc. for advertising purposes of events is NOT permitted prior to written consent from the Authorised Officer.

## **1. STATUTORY REQUIREMENTS**

- 1.1 The Hirer will comply with all statutory requirements including without limitation any Health and Safety legislation current at the date of the Function especially in respect of the operation of any equipment which is brought into the Venue any furniture owned by the Venue and moved in the Venue. The Venue accepts no liability for injury or damage caused by the movement of furniture. The Hirer will also comply with the Company's safety requirements in operation at the time of the Function.
- 1.2 The Hirer must not do or permit any act which would or might constitute a breach of any statutory requirement affecting the Venue or which would or might vitiate in whole or in part any insurance effected in respect of the Venue.

## **2. EMERGENCY PROCEDURES**

- 2.1 The Hirer will comply with the Company's Emergency Procedures, in the event of a bomb or fire alert or any other emergency occurrence. Details of which will prominently published at the Venue.
- 2.2 For the avoidance of doubt the Authorised Officer or their authorised representative at the Function will assume full responsibility for evacuation procedures in the event of an emergency.

## **3. PERMISSION TO FILM AND/OR BROADCAST**

The Hirer shall not film or broadcast at any time during the Function or in any part of the Venue without permission of the Company.

## **4. FUNCTION TIMES & CONTROL OF THE FUNCTIONS**

- 4.1 Access will not be permitted in the Venue before 8.00am.
- 4.2 Guests must have left the building by 8pm.
- 4.3 The time given by the Authorised Officer at which the Function must finish is to be strictly adhered to; all guests must have left the Venue premises by that time. Bars must stop serving twenty minutes (or thirty minutes where dinner has also been served) before the event is due to end and any music or other entertainment must stop fifteen minutes before the event is due to end or before any licence expires (whichever shall be the earlier). The Hirer must ensure that any equipment utilised for the event is quickly cleared from the Venue in accordance with the instructions of the Authorised Officer.
- 4.4 The Hirer shall comply with all instructions given by the Authorised Officer and (during the progress of any function) by any member of the uniformed events staff. The Company reserves the right to eject from the Venue any person who in the reasonable opinion of the Authorised Officer or the events staff is acting in an unacceptable manner.
- 4.5 No food or drinks purchased externally is permitted to be brought into the venue for consumption on the premises.

## **5. LICENSING**

The permitted sale of alcohol within the Venues follows: Monday to Friday until 20.00 hours. The Authorised Officer /staff has the right to refuse to serve alcohol to any person. Persons under 21 years of age will be asked to provide ID.

## **6. INDEMNITY**

The Hirer will be responsible for all losses of, damages to property at the Venue or bought by the hirer to the venue and for death or injury to any persons and/or loss of or damage to any goods, articles or property of any kind arising in connection with the Function caused by or in consequence of any act or omission on the part of the Hirer its agents, employees, contractors, guests or invitees and indemnifies and shall keep indemnified the Company against all such death, injury, loss or damage. Costs and charges arising under statute or common law or otherwise. The Company does not purport to exclude its liability for death or personal injury as a result of breach of a legal duty of care owed by the Company its employees or agents.

## **7. RIGHT TO ENTER**

The Company reserves the right for the Authorised Officer, the event staff, as appointed by the Company, or other persons so authorised by the Authorised Officer to enter any part of the hired Accommodation at any time during the Function.

## **8. CANCELLATION**

The Hirer may only terminate an event by notice in writing to the Company / the Venue. If you cancel your booking with us in its entirety, we will levy the following cancellation charges:

- (a) Cancellation 30 days or less prior to the commencement of the event – 100% of the total event costs
- (b) Cancellation 31 - 60 days prior to the commencement of the event – 100% of the total room hire and 75% of catering/agent cost
- (c) Cancellation 61 - 90 days prior to the commencement of the event – 50% of the total event costs
- (d) Cancellation 90 days or more prior to the commencement of the event – 50% of the total room hire and 10% of catering/agent cost

The Company may at its discretion, waive all or part of this cancellation charges.

If the Accommodation should be unavailable for any reason then without prejudice to and prior to exercising its right of termination under Clause 23.1 below the Company will use reasonable endeavours to provide suitable alternative accommodation within the Venue for the Function.

## **8.1 COVID-19 Clause**

Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. The Hirer acknowledges that COVID-19 may require the Company to take one or more of the following measures for the safety of staff and delegates attending the event to which this booking relates:

1. impose maximum delegate numbers at the event
2. limit food or drink availability
3. impose specific requirements regarding personal protective equipment such as the wearing of masks
4. limit any planned entertainment for your event
5. designate alternative entrance and exit routes

In some circumstances the Company might consider revising the Hirer's booking fee.

If the Company is obliged due to specific Government restrictions, to close the venue, the Company may offer an alternative date for the event but if that cannot be agreed the booking will be deemed cancelled and refunded.

If the Hirer is unable to provide the agreed delegate numbers because of infections or travel restrictions, then the Company will offer either a proportionate reduced fee for the event or agree to cancel and refund the booking. If delegate numbers decrease below 70% of the contracted numbers (notified by the Hirer in writing a minimum of 15 working days prior to the event), the Company reserves the right to cancel the event.

### **1. HIRER'S ITEMS/ARTICLES**

- 1.1 The Company does not accept responsibility for loss of or damage to any items or articles brought to the Venue by the Hirer or any guests, invitees, employees, agents or contractors of the Hirer or for any item or articles left at the Venue following the conclusion of a Function.
- 1.2 The Company does not accept liability for the safe-keeping of stored articles which will be stored at the sole risk of the Hirer.
- 1.3 All event related articles are to be: (a) clearly marked (b) delivered to the Venues maximum 24 hours prior to the event. After the event the Hirer should re-label and collect the items within 24 hours. The Company does not accept responsibility for loss of or damage to any articles.

### **2. HANDLING FEE**

- 2.1 In the event that the Company agrees to purchase or supply goods or services from a third party on the Hirer's behalf the Hirer shall pay to the Company a 20% handling charge in addition to the invoiced costs of such goods or services. If the Hirer cancels the function for any reason any invoiced costs and the handling charges must be paid in full.
- 2.2 If the Company permits the hirer to bring excisable liquor into the Venue, a handling and corkage charge based on the retail price of the goods will be added to the Hirer's final bill. All undeclared liquor items will be subjected to confiscation.

### **3. NOTICE**

Any notice to be served under this Agreement shall be in writing and served upon the recipient at its address as hereinbefore set out (or such other address as may be notified for this purpose) either by hand, first class inland letter, facsimile or email and shall be deemed served forty-eight hours after posting if sent by post, on delivery if delivered by hand and on completion of transmission if sent by facsimile.

### **4. NO ASSIGNMENT**

This agreement is personal to the Hirer who may not assign, share, hire or dispose of it in any way without the prior written consent of the Company.

### **5. FORCE MAJEURE**

Neither party shall be in breach of this Agreement if there is any, total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, act of third party war, civil commotion, insurrection, act of terrorism, embargo or any other reason beyond the control of either party. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of those reasons that party shall give written notice to the other of the inability which sets out full details of the reasons therefore.

### **6. TERMINATION**

- 6.1 If for reasons beyond the control of the Company (the Company having used all reasonable endeavours to avoid the same) it is necessary for the Company to close the Venue or cancel the Function the Company may (without prejudice to the rights and remedies of either party in respect of any prior breach by the other) terminate this Agreement upon reasonable prior notice (which shall be no less than 48 hours

save in the case of emergency when as much notice as is reasonably possible will be given) to that effect to the Hirer and in that event the Company shall unless there has been a breach of any of the conditions of this Agreement return the due proportion of the amount paid for the use of the Accommodation but the Hirer and other persons attending the Function shall have no further claim whatsoever against the Company in respect of such termination of the Agreement.

6.2 In any event and notwithstanding anything in this Agreement the Company will not be liable to the Hirer, its guests, employees, agents or contractors for any consequential, special, or indirect loss, loss of business profits or contracts or loss of reputation to the Hirer in the event of cancellation of the Function or termination of this Agreement by the Company.

## 7. ENGLISH LAW

This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.

## 8. STATUTORY RIGHTS

This Agreement creates no binding relationship between the parties hereto in relation to further bookings nor confers on the Hirer any Statutory rights under the Landlord and Tenant Acts.

## 9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding any other provision herein contained nothing in this Agreement for Hire confers or purports to confer any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party hereto.

## 10. HFMA (The Company)

The Company has exclusive catering rights at the Venue. By applying for hire of the venue you agree to the Company being your catering supplier for your event if catering is required. Final numbers for catering shall be confirmed in writing no less than 5 business days prior to the date of the event.

All contracts are subject to the agreement of minimum numbers of attendees

## 1. GENERAL TERMS AND CONDITIONS

These Terms and Conditions are without prejudice. In the event of any conflict, The Company's Terms and Conditions shall take precedence. In the event that the customer is acting as an Agent for the Principal, The Company requires a written confirmation from the Principal that the Agent is empowered to contract with the Company on the Principal's behalf. All contracts are subjected to the Agreement of minimum numbers of attendees.

No variation or amendment of this Agreement shall bind either party unless made in writing and signed by duly authorised officers of both parties

No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement shall constitute a waiver by that party of that or any other right power or remedy.

Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

This Agreement (together with all agreements and documents referred to in it) constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements and understanding, whether oral or written, with respect to the subject matter hereof. In the event of an inconsistency or conflict between the terms in Agreement and the terms in any Schedule, the terms in this Agreement shall govern. If the provision of this Agreement is declared by any judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable or indications to that effect are received by either party from any competent authority then that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. Nothing in this Agreement shall be deemed to constitute a relationship of joint venture partnership or agency (save as expressly stated in this Agreement) between the parties.

**Anti-Bribery** – The hirer shall not engage in any activity, practice or conduct which would constitute an offence under section 1, 2, or 6 of the Bribery Act 2010

**Drugs** – The possession or use of drugs is prohibited by Law (including but not limited to the Misuse of Drugs Act 1971) Anyone found to be in possession of illegal items or substances will be immediately ejected from the Venue

**Confidentiality** – Each party shall keep strictly private and confidential all information and documentation disclosed to it by the other Parties which relates to any trade secrets (any information relating to the activities of the other Parties or any of its methods of carrying on business).The receiving Parties will not use, copy or disclose such information or documentation to any third party.

**Precedence over the other Terms and Conditions** - These terms and Conditions shall have precedence over any printed conditions appearing in acknowledgements, acceptance forms, delivery notes, etc