

TERMS & CONDITIONS

Please note that the Terms & Conditions at the Chartered Insurance Institute, where Graysons is acting as an agent, are as follows: (all quotations, estimates and agreements are subject to these Terms & Conditions)

1. Definitions

In these Terms of trade the following words shall have the following meanings:

"the Company" means Graysons;

"the Customer" means the person, firm or company which engages the Company to provide the Services at The Chartered Insurance Institute;

"the Services" means the provision of catering services, and supply of consumables;

"Consumables" means the food and drink supplied at the Event;

"The Chartered Insurance Institute" shall be The Chartered Insurance Institute, 20 Aldermanbury, London, EC2V 7HY;

"The Venue" shall be The Chartered Insurance Institute, 20 Aldermanbury, London, EC2V 7HY;

"The Events Manager" shall be the Company's nominated representative;

"the Event" means the banquet, function, conference or specified occasion, the date of which has been agreed by the parties and at which the Company is engaged to provide the Services;

"the Room Hire Charge" means the amount payable by the Customer for the hire of a room or rooms at The Chartered Insurance Institute as specified on the first page of this contract; and

"the Hire Period" means the date(s) and times specified on the first page of this contract.

2. Booking & Payment Procedure

- a) When making a booking the Customer shall provide the Events Manager with full details of its requirements including layout, number of delegates, catering requirements and audio-visual requirements.
- b) The Customer will provide the Company with full and comprehensive details of the event and will forward a copy of the draft programme to the Events Manager at least 2 working days prior to the event taking place
- c) The Events Manager will forward a copy of the Booking Sheet/Contract and a letter of confirmation to the Customer no later than 3 working days after verbal confirmation has been received to book the Event
- d) In order to confirm the booking the Customer shall check that all details of the booking are correct and sign and return a copy of the Booking Sheet/Contract including the Terms and Conditions, along with a 50% non-refundable deposit, based on the contracted value of the event. The booking will not be confirmed until this has been received.
- e) A second pre-payment of the remaining 50% of the contracted value is required 10 working days prior to the date of the event. In the event that a booking is taken less than 10 working days prior to the event date 100% full pre-payment of the contracted value is required in order to secure the booking.
- f) No payment shall be deemed to have been received until the Company has received cleared funds.
- g) For the avoidance of doubt, all pre-payments must be received by The Company prior to the event.
- h) Should pre-payments not be received by the Company by the due date, the Company reserves the right to cancel the event and terminate the Contract without notice and to re-sell the space to another party.
- i) After the event, the Company will send a final invoice to the Customer for the balance of all final charges for the hire of the conference and venue facilities set out in the Contract. The Customer will pay the final charges due within 30 days of the date of the final invoice. If the Customer fails to pay the Company the due sums pursuant to the Contract within 30 days, the Customer shall be liable to pay interest to the Company on such sums from the due date for payment until settlement of the invoice at the annual rate of 4% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis.

- j) All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- k) The Customer shall make all payments due under the Contract in full without deduction whether by way of set-off, counterclaim, abatement or otherwise unless the Customer has a court order requiring an amount equal to such deduction to be paid by the Company to the Customer, or the Customer holds the written agreement of the Company to such a deduction.
- l) Should payments for outstanding invoices not be made on time the Company reserves the right to cancel all future bookings for the Customer without notice.
- m) The final number of delegates to be catered for must be confirmed with the Events Manager no later than 5 working days prior to the event. This is the minimum number for which the Customer will be invoiced except in the case of contracted Day Delegate Rates rates which have already been agreed.
- n) The Company has the sole right to the provision of the Services at the Event and no Consumables may be brought into the venue by the Customer or its guests without the prior written consent of the Company. Where the Company's consent is obtained and the Customer and/or their guests consume their own beverages, a corkage charge shall be applied at agreed rate on contract

3. Event Details

- a) **All drinks are sold on a sale or return basis and the Company reserves the right to charge for all opened bottles, notwithstanding the fact that they have not been consumed.**
- b) When Consumables are charged on a consumption basis, the Customer shall be given the opportunity to check the opening and closing of stocks of Consumables in the presence of the Company's representative(s). In the event of a Customer refusing or delaying to do so, the figures recorded by the Company shall be conclusive.
- c) It is the Customer's responsibility to notify the Company of its authorised representative(s) for the Event and to ensure that all orders of Consumables are signed for by the authorised representative of the Customer. Where the Customer fails to notify the Company of its authorised representative(s) or orders are placed by persons other than a Customer's authorised representative, the figures recorded by the Company shall be conclusive and the Customer shall be bound to pay the charges for the Services. The Company will not accept any adjustments to the price unless this procedure is followed.
- d) All Consumables offered are subject to availability. Where Consumables are not available, all reasonable endeavours will be made to offer the closest available substitute.
- e) The Customer shall confirm the expected numbers attending not less than 14 working days (Monday-Friday, excluding bank holidays) prior to the Event and final catering numbers no less than 5 working days prior to the Event. Charges for the Services will be based on that number or the number actually attending, if greater. If the Company provides the Services for any number less than the guaranteed minimum number the Company's charge to the Customer based on the guaranteed minimum number previously advised will nevertheless apply in full.
- f) The Customer agrees to commence the Event promptly at the time agreed with the Company and to procure that those persons present at the Event vacate the room designated for it at the time stated on the front page of this contract.
- g) The Customer shall ensure that those attending the Event are ready to be served their food at the time agreed and that meals are completed within any pre-agreed time period.
- h) The Customer agrees to reimburse all expenses incurred by the Company resulting from the Customer's breach of its obligations hereunder including (without limitation) any additional payments to staff.

4. Room Hire

- a) Any rooms or areas of The Chartered Insurance Institute made available to the Customer are by agreement with The Venue and are subject to payment by the Customer of the separate Room Hire Charge.
- b) Applications for venue hire will be accepted only if the nature of the function is considered appropriate for The Chartered Insurance Institute. The Company and The Venue reserve the right to refuse a booking.
- c) The Customer will ensure that the Event will not be conducted and that its guests will not behave in a way which will or may constitute a breach of the law or cause a nuisance or be an infringement of any justices licence held by the Company or the Venue. In particular (but without limitation) the Customer shall ensure that there is no illegal betting or gaming.
- d) The Company reserves the right to exclude or eject any persons from the Event or The Venue who it shall reasonably consider to be objectionable (including any person engaged by the Customer to provide entertainment or perform any other duties at the Event). The Customer will be liable for any liability arising thereby and shall indemnify the Company accordingly save where the Customer proves negligence or bad faith by the Company.
- e) At the end of the Hire Period the Customer shall remove from the Venue anything which the Customer has brought into the Venue for the purposes of or in connection with the Event and shall ensure that all rooms used are clean, undamaged and free from rubbish.
- f) If, in the opinion of the Company, the Customer has failed to comply with clause 4 e above, the Company may, in place of the Customer but at the Customer's expense, do all that is necessary to comply with that clause.
- g) The Chartered Insurance Institute holds a liquor licence. If an entertainment or occasional licence is required, at least 6 weeks notice will be required and an appropriate charge will be made.
- h) The Company reserves the right to withdraw the use of The Chartered Insurance Institute if it becomes apparent that the Customer has misrepresented the purpose of the booking. The Customer may not sub-let or further offer for hire any accommodation.
- i) All events in the Venue will start and end at the time agreed in the Contract, and the Customer's and its delegates will have vacated the Venue no later than 30 minutes following the end of the event. The Customer will be charged for any use of the Conference and Venue facilities used out of these times agreed in the Contract.

5. Charges

- a) All charges for the Services will be the charges quoted by the Company at the time of booking (subject to any adjustment in accordance with these Terms and Conditions) or where no charge is quoted, the charge listed in the Company's published price list at the date of acceptance of the Customer's booking.
- b) Security charges are applied for events taking place after 6.30pm. The current rate for this service is £150 per guard (based on 1 guard per 100 guests attending).
- c) Room hire is VAT exempt, but all other charges are subject to Value Added Tax at the rate applicable at the time of the Event.
- d) All payments are required in pounds Sterling.
- e) The Company reserves the right to require a deposit payable at the time of booking such deposit being equal to 100% of the room hire, plus the estimated catering charges ("the Deposit") payable to the Company 14 days prior to the event. The deposit and room hire charge which are non-refundable and the balance amount will be payable as specified on the first page of this contract. A booking will not be considered confirmed until the first page of this contract has been signed and the designated deposit and room hire charge have been paid in full. Time for payment of the amounts due is of the essence and the

Company reserves the right to cancel the provision of Services to any Event for which the amounts due hereunder have not been paid by the due dates.

- f) The Company reserves the right to make additional charges for Events commencing before or running on beyond the times stated on the first page of this contract.
- g) The Customer shall pay the balance of any charges over and above the amounts due pursuant to this clause within 14 days of invoice date. The Company reserves the right to charge interest on overdue accounts at a rate of 4% per annum above the base rate of Barclays Bank Plc for the time being.
- h) All queries relating to amounts invoiced must be notified in writing to the Company within 7 days of the date of the Event invoice.
- i) If the Customer fails to make payment of any charges on the due date then, without prejudice to any other rights or remedy available to the Company, the Company shall without liability to the Customer, be entitled to cancel the provision of the Services and any orders for future Services from the Customer and charge the Customer for any charges outstanding and the cost of recovery thereof.

6. Cancellation by the Company

- a) The Company may cancel the provision of the Services to an Event and forthwith terminate this Agreement and the rights granted to the Customer if:-
 - I. The Venue or part of the Venue has to be closed for reasons beyond the Company's control; or
 - II. The Customer is already in arrears with any payment due to the Company and/or The Venue; or
 - III. The Customer is in breach of any of these Terms and Conditions and/or The Chartered Insurance Institute's Terms and Conditions of Hire (if any) and fails to rectify such breach within 7 days of written request so to do by the Company and/or The Venue; or
 - IV. The Customer becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
 - V. The Customer (being an individual) is declared bankrupt or dies;

7. Cancellation by the Customer

- a) A confirmed booking shall only be deemed to be cancelled when the Company receives written notification of the cancellation and confirms receipt thereof.
- b) Where the Customer cancels the provision of the Services, in addition to loss of the Deposit, the Customer shall pay to the Company the following charges in respect of the Services (credit being given for the amount of the Deposit paid):-
 - I. More than 84 days prior to the event--
No cancellation charge
 - II. Between 36 and 84 days' notice
100% of total Room Hire or DDR Rate
 - III. Between 7 and 35 days' notice
50% of full charge
 - IV. Less than 7 days to the event
100% of total charges to include all known Food and Beverage and Audio Visual Equipment requirements
- c) If the booking is cancelled less than 3 months before the Event and the Company hires all or some of the Rooms for the whole or part of the Hire Period to some other person, then such room hire charge paid by that other person shall be refunded by the Company to the Customer save that the said refund shall be limited to a maximum of (50%) of the Room Hire Charge

8. Liability

- a) The Company shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Services if such delay or failure is due to any cause beyond the Company's reasonable control including (without limitation) Government intervention, strikes, acts of God, national or local disasters or war or any event causing the whole or part of The Chartered Insurance Institute to be closed to the public. In such circumstances the charges payable by the Customer may be subject to abatement by a fair and reasonable apportionment.
- b) The Company and the Venue do not accept liability for loss or damage to any object, equipment, furniture, stock or other property of any sort brought onto the premises by the Customer or their guests or hired by the Company on the Customer's behalf howsoever such loss or damage may occur unless as a direct result of the Company's negligence. All such property will remain under the care and control of the Customer and is entirely at the Customer's own risk.
- c) The Company shall have no liability to the Customer for any consequential loss to the Customer arising out of or in connection with the provision of the Services pursuant to the contract formed by these Terms and Conditions and the total liability of the Company for any other loss of the Customer shall not exceed the price payable by the Customer for the Services.
- d) The Customer shall be liable for any loss, damage, personal injury or death arising out of or in connection with the Event, except to the extent that such loss, damage etc. is caused by the negligence of the Company, its servants or agents and the Customer indemnifies the Company against any claim brought against the Company in relation to any such matters.

9. Health and Safety

- a) The Customer must take instructions from the Company's Events Manager (or the nominated deputy for the occasion) and, while functions are in progress, from any member of the uniformed security staff. The Venue staff on duty will assume full control and responsibility for evacuation in the event that any security matter including bomb, fire or the behaviour of those attending warrants such action.
- b) The Customer must comply with all the Venue's Health and Safety regulations. The Customer shall notify the Company immediately on becoming aware of any accident or injury occurring at the Venue. Where an event requires the provision of special services, e.g. additional electrical services, the Customer shall comply with any additional safety requirements imposed by the Venue. Blocking of access routes will not be permitted while delivering, setting up or breaking down for events.
- c) All electrical equipment brought into the Venue must have a current Portable Appliance Test (PAT) Certificate. This must be presented to the Events Manager on the day of the event. In the absence of a Certificate, the Customer shall be obliged to use the equipment on site, should it be available, and will be charged accordingly. The Venue accepts no responsibility for any disruption to an event should equipment not be available.

10. Insurance

- a) The Customer shall take out before the Event and maintain during the Hire Period public liability insurance in respect of its liabilities under these Terms and Conditions with an insurer approved by the Company and for an amount of cover not less than ten million pounds sterling.
- b) The Customer shall, at the request of the Company, produce before the Event a certificate of such insurance for inspection by the Company.

11. General

- a) The Customer will not use the name "The Company" in any of its advertising or publicity for the Event without the prior written approval of the Company.
- b) The Customer will not use the name "The Chartered Insurance Institute" in any of its advertising or publicity for the Event without the prior written approval of The Chartered Insurance Institute. Two printed invitations (or equivalent documentation) and any supporting information together with a guest list must be made available to the Events Manager at least 5 working days prior to the event.

- c) The Customer shall be responsible for the provision of a supervised reception desk and for ensuring that all delegates are provided with and wear a visible badge while on the premises
- d) The Customer will not bring onto the premises any animals or any substance or article which is hazardous, illegal or likely to be a nuisance to other users of the building
- e) The Customer will not affix any logo, notice, signage, emblem or other item to any part of the premises other than with the prior permission of "The Chartered Insurance Institute" .
- f) The hire of a function room does NOT carry with it any implied endorsement from The Chartered Insurance Institute and the Customer is not permitted to make any claim for endorsement.
- g) No variation to these Terms and Conditions shall be effective unless agreed in writing and signed on behalf of the Company and the Customer.
- h) Any notices to be given under these Conditions must be given in writing and delivered personally or sent by pre-paid recorded delivery or registered post or by facsimile to the addresses of the parties stated on the front page of these Terms and Conditions.
- i) These Terms and Conditions constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreement, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- j) The Customer may not assign, transfer or sub-contract its rights and/or obligations under these Terms and Conditions without the prior written consent of the Company.
- k) If the expression the Customer includes more than one person those persons shall be jointly and severally liable under these Terms and Conditions.
- l) These Terms and Conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising out of this contract.
- m) Should any clause or provision of this contract be deemed unenforceable, this does not affect the enforceability of the remaining clauses or provisions of the contract which remain in force.
- n) The Chartered Insurance Institute is a no smoking venue. This policy will be strictly enforced.
- o) No alterations may be made to the appearance of the hired space without the prior agreement of the Events Manager. This includes affixing to walls/surfaces. The Events Manager reserves the right to remove any unauthorised items and charge at cost for any damage incurred by the event.
- p) All deliveries must be pre-arranged within the agreed hire period.
- q) This agreement creates no right in any third party to enforce its terms pursuant to Contracts (Rights of Third Parties) Act 1999.