

Terms and conditions

These are the conditions governing the hire of premises owned by the National Union of Teachers (“NUT”) and incorporated into the agreement for hire. You are requested to examine the conditions carefully before completing your booking form.

DEFINITIONS:

‘the Owner’ means the National Union of Teachers.

‘the Building’ means the building specified in the Contract being a building owned by the NUT and ‘the Hired Premises’ means that part or parts of the Building specified in the Contract as the subject of the hiring.

‘the Hirer’ means the organising body/company and organiser responsible for commissioning of and payment for the event and includes, where the context so requires, such persons who have made provisional bookings

‘the Contract’ means the agreement between the Owner and the Hirer for a specific booking or series of bookings as the same is recorded in writing in a document to be signed by both the Owner and the Hirer, such document being referred to here as ‘the Contract document’.

‘the event’ means the event, meeting or other purpose for which the hiring is arranged

‘the facilities’ means the Hired Premises and attendant facilities e.g. catering, display equipment, stationery, flip charts, stands, boards as may be specified in the Contract or provided for the Hirer’s use at its request.

‘The Caterer’ means Kudos Hospitality, the exclusive catering services supplier

1. USE OF PREMISES

The Hirer, its servants, agents and visitors may use only those parts of the premises specified in the Contract and including only those means of access and egress as are signposted on the day of hire.

2. HIRE CHARGES

The hire charges are as set out in the Contract. Accounts should be discharged within 14 days of the date of invoice. Payment must be made in pounds sterling, cheques being made payable to the ‘National Union of Teachers’ in respect of room hire and ‘Kudos Hospitality’ in respect of catering. Where the times of events are exceeded, a surcharge may be levied by the Owner.

3. APPLICATION FOR HIRE

3.1 Applications for hiring will not be accepted from persons acting on behalf of a third party without the Owner’s express agreement to a identification of such third party declared at the time of application and then only on terms under which the Hirer acts as agent for such third party with the intention that the third party shall be bound to these conditions. The Hirer must declare at the outset the purpose of the application for hire and the Hired Premises shall be used for that purpose only. The Owner, whether by its own notice or that of its agents, reserves the right to refuse any application.

3.2 Neither the Building nor any part of the Building may be hired for meetings open to the public at large without the express permission of the Owner.

4. CONFIRMATION BY THE HIRER

4.1 All bookings are considered as provisional and non-binding until a document setting out the terms of the Contract is signed by both the Hirer and the Owner. Once such a document has been signed by parties, all facilities and services reserved for the Hirer will

be subject to the terms and conditions of the Hire Agreement and to these conditions.

4.2 The Contract document, once signed by the Hirer, must be returned by the Hirer and received by the Owner within five working days of the date of issue, or if such time is not available at least 48 hours prior to the commencement of the hiring. If the document is not received by the Owner within this period, the Owner reserves the right to cancel the Hire Agreement and to enter into an agreement for the hire of the premises by another hirer.

4.3 No event for which a contract has been made shall be permitted to take place within the Premises without a signed Contract document expressed to have been made between the Owner and the Hirer.

4.4 Numbers of persons participating in the event for which the Premises have been hired must, unless the Owner specifically agrees to accept an estimate of numbers, be provisionally advised to the Owner at the time of booking and will be identified subsequently in the Contract document. Final numbers, subject to the same proviso as to estimates, must be confirmed to the Owner at least 3 working days prior to the event.

5. AMENDMENTS BY THE HIRER

5.1 Amendments to information provided to the Owner at the time of provisional booking must be confirmed to the Owner in writing. Amendments to information upon which a confirmed booking is made may only be made with the agreement of the Owner.

5.2 Reductions in the duration or contracted value of a confirmed booking will normally be agreed only subject to charges being made as follows:

5.2.1 No charges will be made for any reductions in numbers of participants in the event of less than 10% from those stated on the Contract, provided that details of the anticipated reduction are received in writing by the Owner at least 3 working days before the event takes place.

5.2.2 Any reductions in numbers of participants or value, in other respects of the Contract of 10% or more, made at any time before the event, will be treated for the purposes of clause 7 as a partial cancellation, the proportionate part being such as may be apparent or if uncertain as may be reasonably determined by the Owner, and the cancellation charges described in clause 7 will be applied to the reduced value of the Contract as appropriate. The Owner will endeavour to re-sell any facilities released and such revenue to be offset against the cancellation charges.

5.2.3 Final numbers notified at least 3 working days before the event (see clause 4.4) will be the minimum number for which the Hirer will be charged in any event. Should the number of guests attending reduce below the stated minimum, the Owner reserves the right to move the function to a more suitably sized room.

5.2.4 In the event that cancellation charges may otherwise arise under this clause, but the facilities released are hired to an alternative hirer, the Hirer will be given credit for the sums thereby recovered by the Owner against any cancellation charges otherwise applicable and will refund any such charges or part thereof already paid.

5.2.5 This clause shall not apply in a case in which the Owner has exceptionally agreed to accept estimated numbers of participants in the event. In those circumstances, charges for late reductions in the facilities for which a confirmed booking has been made, if any, shall be as the Owner has specifically agreed.

6. AMENDMENTS OR CANCELLATION BY THE OWNER

6.1 Should the Owner, for reasons beyond its control, need

to make any amendments to any confirmed booking, all reasonable efforts will be made to offer suitable alternative facilities in which event the hire charges shall remain payable subject only to these conditions

6.2 The Owner reserves the right to cancel the booking:

6.2.1 If the booking might, in the opinion of the Owner, prejudice the reputation of the Owner

6.2.2 If the Hirer is more than 30 days in arrears of previous payments to the Owner

6.2.3 If the Owner becomes aware of any material alteration in the Hirer's financial position such as may, in the opinion of the Owner, affect the Hirer's capacity to pay the hire charges or otherwise meet its commitment under the Contract including these conditions

7 CANCELLATION BY THE HIRER

7.1 Cancellation of confirmed bookings by the Hirer within 28 days prior to the event shall be subject to forfeiture of the deposit paid. In the event that a deposit has not been paid, a cancellation fee of 50% of the room hire charge shall apply

7.2 Cancellation of confirmed bookings by the Hirer within 5 working days prior to the event are subject to a cancellation fee of 75% of the room hire and catering charge due credit being given for any deposit paid.

7.3 Cancellation of confirmed bookings by the Hirer within 24 hours prior to the event are subject to a cancellation fee of 100% of the room hire and catering charge due credit being given for any deposit paid.

7.4 In the event that cancellation charges may otherwise arise under this clause, but the facilities released are hired to an alternative hirer, the Hirer will be given credit for the sums thereby recovered by the Owner against any cancellation charges otherwise applicable and will refund any such charges or part thereof already paid.

8. ACCESS

The Owner's Facilities staffs are responsible for letting people in and out of the building. Keys will not be provided to the Hirer.

9. CLEANLINESS/BREAKAGES/USAGE RULES

9.1 Hirers must leave the premises in a clean and tidy condition,

9.2 Hirer's personnel and participants in the event leave the building via the main exit only (except in the case of a fire alarm when the fire exits should be used).

9.3 Hirers must familiarise themselves with the location of the fire exits and take responsibility for advising participants of the location of these exits.

9.4 Any loss, theft, damages, breakages or spillages must be reported to the Reception Desk immediately they are discovered and, in any event, within 24 hours.

9.5 The Hirer must notify the Owner in advance of the event of any items of equipment to be brought into the Building for use during the period of hire. All such equipment must, whenever relevant, have an up to date PAT certificate.

9.6 The Hirer may not fix any items to walls, floors or ceilings by use of any form of adhesive including blu-tac. Any damage arising from breach of this condition will be recharged to the Hirer.

9.7 The Hirer must require all participants in the event to register at the Owner's Reception desk upon entry to the building as a condition of participation and, if required, to supply the Owner with a list of names of participants. The Owner reserves the right to refuse entry to any intending participant who refuses to comply with this requirement.

9.8 The Hirer must ensure that the fire evacuation procedures for Hamilton House (copy available at the Owner's Reception desk) are made known to all participants in the event. The Hirer is required to undertake a risk assessment for the event.

9.9 The Hirer shall not store or place on the perimeters or in the premises, any flammable, combustible or objectionable substances or liquids. Further, the Hirer shall not deliver materials or equipment to the premises in advance of the event without the express permission of the Owner.

10. INDEMNIFICATION

The Hirer indemnifies the Owner from and against:

10.1 all claims, demands or actions, whether for death or personal injury or of loss or damage to property which may be brought or threatened against or suffered by the Owner arising as a consequence of the non-observance or non-performance of any of these conditions or of any act, neglect, default or omission of the Hirer, its agents or servants;

10.2 any claim alleging breach of copyright or breach of or interference with any right of intellectual property committed by the Hirer its agents or servant during the course of or in any way connected with the hire of the Hired Premises

11. PERFORMANCE RIGHTS

The Owner is not authorised to permit the use of copyright music or copyright material in any function for which a letting is agreed. The organisers of such functions must make arrangements directly with the Performing Rights Society or Mechanical Copyright Protection Society or other appropriate body for any licence required for the use of material in which relevant rights of intellectual property may subsist.

12. CONTRACTED SERVICES

The Owner and its Caterer reserves the right to refuse permission for any externally arranged services or activities that the Hirer may commission and cannot accept liability for any cost arising to the Hirer as a result of approval not being given.

Any approved Contractors are responsible for evidencing

Documentation appertaining to applicable legislation including copies of risk assessment documentation appertaining to the event.

13. CONDUCT

The Owner may refuse to allow an event to continue if, in the opinion of the Owner's servants or agents, the behaviour of any of the Hirer's personnel is considered to be offensive, abusive constituting a risk to health and safety or otherwise unacceptable. The Owner may likewise refuse to allow an event to continue in the event that the behaviour of any participant in the event is similarly unacceptable and the Hirer has not itself caused that person or persons to leave the Building. Condition 21 of these conditions shall then apply as if the conduct complained of constituted a breach of these conditions.

14. CATERING

The Hirer may not bring into the Building any wines, spirits or foods. All catering arrangements are to be as described in the Contract and/or as agreed with the Caterer (Kudos Hospitality),

The success of your function is important to us. In order to ensure the best communication with our clients, we ask you to review our terms. If we have left any question unanswered, or if you have any queries whatsoever; please feel free to contact our Sales and Marketing Executive.

All prices quoted in our brochure or Special Quotation is correct. However, we reserve the right to alter prices at any time up to one-month prior to the function. Such an alteration would only occur if we suffer an increase in our costs, and/or your requirements change.

Additional costs may be charged for services out of normal hours.

Any credit invoice below the value of £60.00 inc. of VAT will incur a £10.00 invoicing charge.

Catering prices are subject to Value Added Tax unless marked inclusive.

All accounts must be settled within 14 days of the invoice date. Any

invoice not settled within such a period will attract interest at the rate of 15% per annum from the date of the invoice on the sums outstanding. We reserve the right to charge interest and/or collection charges.

In the event of the final numbers falling below the guaranteed number, we reserve the right to increase the quoted price.

For credit application form please phone (01708 711 200).

15. NON-PERFORMANCE

The Owner shall not be liable for any failure to provide, nor for delay in providing, any of the facilities by reason of circumstances beyond its control.

16. COMMISSION PAYMENT

Hamilton House does not pay commission to agents on room hire.

17. PUBLICITY

The Owner's logo may not be used in any promotional material.

18. LICENCE REGULATION

The Owner is obliged to comply with licensing, planning and statutory regulations and may at any time require the Hirer to comply with these requirements and to rectify anything which may appear to the Owner to be in violation of these requirements.

19. INSURANCE

The Hirer is required to insure against damage at or to the premises and its contents and for public liability to a minimum of £2,000,000 (any one occurrence). The Owner does not accept liability for these unless required by statute. Documents evidencing this cover must be provided to the owner upon request

20. OFFICE EQUIPMENT

The Hirer may not use any of the Owner's office equipment unless this has been previously arranged with the Owner, whose staff will undertake to set up and monitor such equipment. Appropriate charges will be made for the use of such equipment. Hirers may bring in their own equipment for use in meeting rooms provided it has an up to date PAT test label.

21. BREACH OF CONDITIONS

The Owner's Assistant Secretary, Resource Management, or their nominee, reserves the absolute right to terminate the hiring forthwith if, in their opinion, the Hirer, its servants or agents or participants or any of them, are in breach of any of these Conditions. In that event, the Hirer, its servants, agents and all participants in the event will be required to leave the Building immediately, taking with them their possessions and equipment. In the event that the hire is terminated under this clause, the Owner will not be responsible for any claims, actions, losses or damages incurred by or on behalf of the Hirer, their servants, agents or visitors, in respect of such premature termination of use. All charges will remain payable notwithstanding such premature termination.

22. The Owner may delegate the management of any hiring and of its rights, powers and obligations under the Contract and under these Conditions to its agents as it thinks fit, provided only that it shall remain liable in law for breach of any such obligations by its agents.

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