

Terms & Conditions of Use

Standard Event Terms and Conditions

These are the terms and conditions (the "Terms and Conditions") under which we are willing to provide the Services to you.

Unless we agree otherwise in writing, the Agreement (as defined in clause 2.3 below) is entered into on the basis of these Terms and Conditions to the exclusion of any other terms and conditions set out or referred to in any document or other communication by you.

1 Definitions

In these Terms and Conditions, the following words shall have the meaning set out below:

"IoE"	(which shall also be referred to as "our", "we" and "us")	means the Institute of Education, University of London, 20 Bedford Way, London, WC1H 0AL.
"Client"	(which shall also be referred to as "you")	means the person, firm or company which engages us to provide the Services at the Premises, whose name and details are set out on the attached Booking Contract.
"Booking Application Form"		means the initial application form completed by you setting out details of your proposed Event;
"Booking Contract"		means the booking contract which sets out the Services that will be provided by us.
"Deposit"		means the non-refundable sum of money which equates to 25% of the Charge (unless agreed otherwise by us in writing) that we may require you to pay to us prior to the Event to secure your booking with us.
"Event"		means the event specified on the Booking Contract.
"Charge"		means the charge payable by you to us in respect of the Services as set out on the Booking Contract, excluding the Deposit.
"Premises"		means all accommodation within the IoE (including, without limitation, the Logan Hall, the Logan Hall Foyer, the changing rooms and the Crush Hall) in which the Event will be held.
"Hire Period"		means the date(s) and times for hire of the Premises specified on the Booking Contract.
"Services"		means the hire of any accommodation within the IoE, equipment hire and/or any other services or equipment that we have agreed to provide in accordance with these Terms and Conditions.

2 Bookings

- 2.1 Following your enquiry, we will send a Booking Application Form to you which should be completed and returned to us as soon as possible.
- 2.2 Any prices included in a quotation issued by us to you will be calculated in accordance with the rates specified in the enclosed "Concerts and Arts Performances" or "Hall and Room Hire" information document (as applicable to the Event), as may be amended from time to time (each such document, an "Information Document"), or such other rates as may be agreed between the parties in writing.
- 2.3 The Booking Application Form constitutes your offer to hold the Event at the Premises on these Terms and Conditions only. We reserve the right to accept or refuse such offer at our sole discretion. You should complete and return the Booking Application Form and return it to the IoE Conference Office as soon as possible. Where the Event involves a musical performance in the Logan Hall, you should send the Deposit at the same time as returning the completed Booking Application Form to us.
- 2.4 If we accept your offer, we will send you a Booking Contract which you should sign and return to us as soon as possible. We will then counter-sign the Booking Contract, which, together with these Terms and Conditions and the Information Document, will create a legally binding agreement between us and you (the "Agreement").

3 Payment

- 3.1 Subject to the following, we will issue our invoice to you in respect of the Charge within 30 days after the Event date. Payment shall be due within 30 days of the date of invoice.
- 3.2 Where the Event involves a musical performance in the Logan Hall, the Deposit shall be payable at the time of returning the completed Booking Application Form to us. For all other Events, the Deposit shall be payable at the time of returning the signed copy of the Booking Contract to us.
- 3.3 The Charge is exclusive of VAT, which will be added by us (if and to the extent applicable).
- 3.4 We reserve the right to charge for any damage that you (and your officers, employees, agents, sub-contractors, security personnel, delegates, guests or audience members, as applicable) cause during your use of the Premises that is beyond normal wear and tear. We also reserve the right to charge for any additional cleaning that is required to the Premises, over and above that which is required from normal and reasonable use.
- 3.5 We reserve the right to make additional charges (full details of which are set out in the Information Document, or as otherwise agreed in writing between the parties prior to the Event) in the event that your use of the Premises extends beyond the times stipulated in the Booking Contract.
- 3.6 We reserve the right to charge interest on overdue amounts at the rate of 4% above the base rate of Barclays Bank plc.

4 Term

The Agreement will commence on the date of our written confirmation of the booking and shall, save as expressly set out otherwise, terminate on receipt of payment of the Charge in cleared funds by us.

5 Our obligations

- 5.1 We will:
 - 5.1.1 provide the Services with reasonable skill and care and in accordance with the terms of the Agreement; and
 - 5.1.2 subject to you supplying us with all relevant information regarding the Event and subject to clause 6.1 below, obtain and secure compliance with all necessary consents, licences and approvals of all relevant governmental, local or other competent authorities in connection with the organisation and operation of the Event.

6 Your obligations

- 6.1 You (and your officers, employees, agents, sub-contractors, security personnel, delegates, guests and audience members, as applicable) must comply at all times with all applicable laws, regulations, rules and conditions of the IoE relevant to you. You agree that you will be responsible for the actions of your officers, employees, agents, sub-contractors, security personnel, delegates, guests and audience members, as applicable. You will observe (and will procure that such persons will observe) any reasonable requirements or directions we communicate to you concerning the use of the Premises.
- 6.2 You accept that we shall have the right, at all times, to visit all parts of the Premises, but not to interfere with the Event, save where, in our reasonable opinion, the Event breaches (or may at any time result in a breach of) the Agreement, or may give rise to our right to terminate under clause 7.4.
- 6.3 You agree that you will not do or allow to be done in the Premises any act or thing which is offensive, illegal, political or may cause nuisance, damage or disturbance to us or any other person or interfere in any way with our operation of the Premises.
- 6.4 You will not do or allow to be done anything which might prejudice our public liability insurance cover.
- 6.5 You agree that you will not without our prior written permission make any alterations to the Premises, nor will you fix any items to the walls or floors or suspend items from the ceiling of the Premises. You also agree that you will not without our prior written permission bring onto the Premises any form of mechanical or electrical equipment. Where our written permission is given, any such equipment must comply with any applicable regulations (including, without limitation, health and safety regulations).
- 6.6 You agree that you will arrange your own insurance cover with a reputable insurer to cover your own equipment and/or personal effects at all times during your use of the Premises.
- 6.7 You agree that your use of the Premises for the Event will be limited to those dates and times set out in the Booking Contract. Any extension to these dates and times will be subject

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to our written approval and to the availability of the Premises and to payment of any additional charges, as notified to you.

- 6.8 In addition to your obligations set out in clauses 6.1 to 6.7 above, where the Event involves a musical performance which will be open to members of the public, you also agree not to:
- 6.8.1 use the name of the IoE or any trade name, trade mark or logo used by us or refer to us in any other way in any promotional literature, publications or advertising material (including, without limitation, on tickets, posters, or electronic web-based advertisements) without our prior written consent; and
- 6.8.2 subject to clause 6.8.1, issue tickets in excess of the number of seats available (being 933 in respect of the Logan Hall).

7 Cancellation and Termination

- 7.1 If you cancel your booking, the following cancellation charges will apply:
- 7.1.1 if we receive one month or more written notice - retention of the Deposit.
- 7.1.2 if we receive less than one month's written notice - retention of the Deposit and the Charge (or immediate payment of the Charge in full if not yet paid), and any additional costs incurred by us in connection with the provision of the Services (including, without limitation, administration expenses incurred by us and any costs to which we are committed and cannot recover at the date of cancellation).
- 7.2 Notice of cancellation must be in writing and will be effective on the date it is received by us. In no circumstances shall the Deposit be refunded.
- 7.3 In the unlikely event that we have to cancel all or any part of the Services prior to the Event date, we will use all reasonable endeavours to make alternative arrangements following good faith consultations with you. If alternative arrangements cannot be made by both parties acting reasonably then we will refund you the full amount of the Deposit and the Charge, which shall be the full extent of our liability to you in these circumstances.
- 7.4 We reserve the right to terminate the Agreement immediately on giving written notice to you and without any liability to you if:
- 7.4.1 you are in material breach of any of your obligations under the Agreement and you fail to remedy such breach (where the breach is capable of being remedied) within 7 days following written notice from us requiring you to do so;
- 7.4.2 we become aware that the nature of the Event might prejudice our reputation and/or breach any of our policies (including, without limitation, our equality and equal opportunities policy) and/or cause damage to the Premises and/or prejudice the comfort or enjoyment of any other person on the Premise and/or pose a health and safety or security risk to us or any other person on the Premises;
- 7.4.3 you are in arrears with respect to any payment due to us;
- 7.4.4 an order is made or a resolution is passed for your winding-up or an administrator is appointed by order of the court or by other means to manage your affairs, business and property or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of your assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or you take or suffer any similar or analogous action in consequence of debt; or
- 7.4.5 you cease or threaten to cease, to carry on business.
- 7.5 Termination of the Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Agreement as at the date of termination and all provisions which expressly or by implication are intended to come into or continue in force on or after termination shall do so.

8 Indemnity and Limitation of Liability

- 8.1 All property is brought onto the Premises at the owner's risk. We do not accept any responsibility for the safekeeping of any property.
- 8.2 Nothing in the Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 8.3 Subject to clauses 8.2 and 8.4, our total liability to you whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss or damage, costs or expenses arising under or in connection with the Agreement is limited in the aggregate to 150% of the fees (comprising the Deposit and the Charge) as have been paid or payable by you to us under the Agreement.
- 8.4 Subject to clause 8.2, we shall have no liability to you whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect or consequential loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with the Agreement.
- 8.5 You agree to indemnify and keep us indemnified from and against all costs, expenses, claims, damages, losses or liabilities:
- 8.5.1 arising out of or in connection with your negligence, default or breach of the terms of the Agreement; or
- 8.5.2 incurred by us in respect of any claim made by a third party against us in respect of:
- (i) any loss or damage to property; or
- (ii) any injury to any person, including injury resulting in death,
- caused directly by any negligent act or omission by you (including your officers, employees, agents, sub-contractors, security personnel, delegates, guests or audience members).
- 8.6 This clause shall survive the termination or the expiry of the Agreement.

9 Health & Safety

- 9.1 You shall liaise with our personnel in connection with any electrical appliances, power supplies, plant, vehicles or equipment as necessary. Our Health & Safety Manager has the right to cancel any Event which poses a health and safety risk at no cost to us.
- 9.2 Evacuation signs will be situated in the Premises. Please make yourself (and your officers, employees, agents, sub-contractors, security personnel, delegates, guests and audience members, as applicable) aware of the relevant assembly point. If you (or any of your officers, employees, agents, sub-contractors, security personnel, delegates, guests or audience members, as applicable) have any disability that would require assistance for an emergency evacuation, please inform a member of our team prior to the Event.
- 9.3 We reserve the right to request that a risk assessment be completed. Where such a request is made, the risk assessment should be sent to us in advance of the Event taking place.
- 9.4 You accept full responsibility for familiarising yourself (and your officers, employees, agents, sub-contractors, security personnel, delegates, guests or audience members, as applicable) with the safety and security arrangements that are in place on the Premises and in particular, the means of emergency alarm and escape that will be used in the event of fire. All accidents, injuries or losses must be reported to us at the time they take place.

10 Security

- 10.1 You agree:
- 10.1.1 to provide a full description of the nature of the Event on the Booking Contract;
- 10.1.2 that you will be responsible for security for your Event;
- 10.1.3 to carry out a security risk assessment of the proposed Event, taking into consideration any current threat levels, the size of the event and the estimated number of persons in attendance at any time, and to ensure that you arrange appropriate security measures that are proportionate to the perceived level of risk;
- 10.1.4 that any security personnel hired or engaged by you will be fully trained and SIA-accredited and that you will forward the names of any security personnel and their SIA licence



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numbers to us prior to the Event; and

10.1.5 that we may carry out our own independent security risk assessment and that we reserve the right to take any further measures to ensure the safety and security of the Premises and the Event and its visitors if we consider the security measures proposed by you to be inadequate and that any additional costs incurred in providing these further measures shall be charged to you.

10.2 We reserve the right for security purposes to stop and search any personal belongings, objects or packages entering the Premises and we shall be entitled to refuse to allow any person, object or package to enter the Premises which we reasonably consider to be a risk or likely to be a risk to the safety or security of the Premises or the people in it.

10.3 Smoking is not permitted within or immediately adjacent to any buildings within the Premises. No naked flames; gas cylinders; gas inflated balloons; paper decorations or explosive devices are to be brought onto the Premises without our prior written permission.

11 Environmental Policy

We have an environment policy in place and a copy of this policy is available on request. It is your responsibility to ensure that your activities at the Premises (and those of your employees, agents, sub-contractors and delegates) are carried out in accordance with this policy.

12 General

12.1 Nothing in the Agreement shall have the effect of granting or transferring to, or vesting in, you, any intellectual property rights belonging to us. You agree that you will not use our name or any trade marks or logos in any way (including without limitation in advertising or promotional materials), or refer to us in any written communications without our prior written consent.

12.2 No amendment or variation of the Agreement shall be effective unless in writing and signed by a duly authorised representative of each of us.

12.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement and nothing in the Agreement shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of the Agreement.

12.4 This Agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the Agreement.

12.5 Both you and we agree that in entering into the Agreement, we do not rely on any statement, representation or assurance of any person relating to the subject matter of the Agreement other than as expressly set out in the Agreement, or as agreed between us in accordance with these Terms and Conditions.

12.6 This Agreement is personal to you and you will not assign, transfer or sub-contract any of your rights or obligations under the Agreement without our prior written permission.

12.7 Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

12.8 Both parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any dispute (including any non-contractual dispute), claim or matter arising under or in connection with the Agreement. The Agreement shall be governed by and construed in accordance with English law.

12.9 Neither party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 4 weeks, either party may terminate the Agreement by written notice to the other party.

Signatures

I have read and understood the terms and conditions.

Signed On Behalf of:

For and on Behalf of

Company _____

Signature _____

Signature _____

Print _____

Print _____

Position _____

Position _____

Date: _____

Date: _____