

TERMS AND CONDITIONS
RCGP Enterprises Ltd. (RCGPE)
Venue, Catering and boutique bedrooms
Accommodation Services
(Provided by Searcys – 30 Euston Square Ltd.)

1. INTERPRETATION

In this application:-

"**the confirmation**" means the client confirmation document issued by Searcys as Agent of the RCGPE.

"**the Company**" means Searcys-30 Euston Square Ltd of The Waterside, 300 Thames Valley Park Drive, Reading, Berkshire, RG6 1PT (Registered Company No 08045051) acting as agent for RCGP Enterprises Ltd. (Registered Company No 01984344)(RCGPE)

"**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 Venue detailed in the confirmation

"**the boutique bedrooms Accommodation**" means the room accommodation that is booked by the Hirer for their guests requiring such overnight accommodation as stated 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 (for the purpose of Clauses 6 & 18) Monday to Friday (inclusive) save for recognised Bank or Public Holidays which will not be regarded as working days

2. APPLICATION FOR HIRE

2.1 The Venue houses items of great importance. 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.

2.2 Where boutique bedrooms Accommodation is booked Guests may check in at any time from 3:00pm on the day of arrival. On the day of departure the Company asks that all guests vacate their rooms by 10:00am (unless a later departure time is stated as part of the Hirer's booking). Later check out times can be requested subject to availability and will be charged at an hourly rate at the discretion of the Company. In the unlikely event that a guest has a problem during their stay they must bring it to the attention of the Company at reception at the time to ensure that the Company has an opportunity to rectify the problem during their stay.

2.3 The Hirer must pay all outstanding boutique bedrooms Accommodation and sundry charges upon departure from the Accommodation.

3. PERMISSION

3.1 The Company permits the Hirer the exclusive use of the venues 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 client (if any) for whom the Hirer is acting and the nature of the client's business, the nature and purpose of the Function; details of the proposed supply of food and alcohol; the name of any proposed caterer or licensee and any entertainment or special events which may constitute a special risk to the Accommodation 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 and where applicable the boutique bedrooms Accommodation or has otherwise satisfied itself that the Accommodation is suitable and sufficient for the Function and any booked overnight accommodation for guests.

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) **Venue Hire, boutique bedrooms Accommodation Hire & Catering 0-3 Months Prior** – Following acceptance of the reservation by the Client/Hirer, the Client shall remit to the Company a pre-payment to the value of 80% of the anticipated final booking confirmation or as otherwise specified in writing by the Venue, at the time the client/Hirer confirms the event with the Venue. If this date is less than 14 days prior to the event payment will be required to be made by guaranteed means e.g telegraphic bank transfer (TT's) or credit card.

(c) **Venue Hire, boutique bedrooms Accommodation Hire & Catering more than 3 Months prior** - The Client/Hirer shall remit to the Company a pre-payment to the value of 40% (**1st deposit**) of the anticipated food, beverage, Room Hire and boutique bedrooms Accommodation Hire, the final amount (40%) is due 1 month prior to the event (see clause 5.2(b)).

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 Client/Hirer, or in discharge of any liabilities incurred by the Client/Hirer herein.

5.3 PAYMENT TERMS –

(a) Settlement Terms: Where credit is granted, unless otherwise agreed in writing all sums payable in respect of Venue Hire, boutique bedrooms Accommodation Hire, Catering and sundry charges must be paid without deductions **within 14 days from the invoice date**.

(b) 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 then 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. .

(c) In the event of any payment due from the Client/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 Client/Hirer) will be made on the Client's account to cover bank and administrative costs. The Company reserves the right in its absolute discretion to refuse to grant credit.

(d) The Company/The Venue reserve the right to suspend or cancel the performance of the contract if payment dates are not adhered to.

(e) Final Invoicing: The Client/Hirer are required to sign off a bill indicating the levels of consumption at the end of the event. The Company will issue a final invoice by post / email and the Client/Hirer has 48 hours from the date of the final invoice in which to query any charges.

5.4 To ensure that all persons attending the Function use only the Access Routes and do not go on to adjoining parts of the Venue.

5.5 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 Hirer shall also ensure that all copyright licences are obtained prior to the performance of any copyright work.

5.6 Without prejudice to the generality of Clause 5.4 above, to ensure that there is no contravention of the On Licence granted to the Company as set out in Schedule 2 hereto.

5.7 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.

5.8 To ensure that the Access Routes during and after the Function are kept unobstructed.

5.9 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.

- 5.10 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.
- 5.11 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.
- 5.12 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. 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.
- 5.13 To ensure that the maximum permitted number of guests who are to attend the Function is not exceeded in any circumstances.
- 5.14 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, 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 reasonably foreseeable loss or damage to any property real or personal at the Venue, including boutique bedrooms Accommodation, caused on the date of the function by the Hirer or Hirer's guests, provided such loss or damage has been properly mitigated by the Company 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 reasonable 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.

10. STATUTORY REQUIREMENTS

- 10.1 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.

- 10.2 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.
- 10.3 The Hirer may only use the Venues identity and branding on promotional material with written consent from the Venue representatives. No form of association with Royal College of General Practitioners may be used without written consent.

11. EMERGENCY PROCEDURES

- 11.1 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.
- 11.2 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.

12. 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 prior written permission of the Company.

13. FUNCTION TIMES & CONTROL OF THE FUNCTIONS

- 13.1 Preparations for an evening Function will not be permitted in the Venue before 6.00pm unless approval has been given in writing by the Authorised Officer who will specify areas and limits to such areas in which preparations for the Function by caterers or other specified function staff may take place. Preparations for a breakfast Function will not be permitted in the Venue before 7.00am.
- 13.2 Guests attending an evening Function in the Venue will not be admitted before 6.30pm unless approval for earlier arrival time has been given in writing by the Authorised Officer. Guests attending a breakfast Function in the Venue will not be admitted before 8.00am.
- 13.3 The time given by the Authorised Officer at which the Function must finish is to be strictly adhered to; all guests, other than those booked into overnight boutique bedrooms Accommodation, 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.
- 13.4 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 warding staff. The Company reserves the right to eject from the Venue any person who in the reasonable opinion of the Authorised Officer or the warding staff is acting in an unacceptable manner.

14. INDEMNITY

The Hirer will be responsible for all loss of or damage to property at the Venue including any boutique bedrooms Accommodation, where applicable, 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.

15. RIGHT TO ENTER

The Company reserves the right for the Authorised Officer, the warding 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.

16. CANCELLATION

The Client may only terminate an event or any boutique bedrooms Accommodation booked, 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 and any boutique bedrooms Accommodation Hire costs.
- (b) Cancellation 31 - 60 days prior to the commencement of the event – 75% of the total event and boutique bedrooms Accommodation Hire costs.
- (c) Cancellation 61 - 90 days prior to the commencement of the event – 50% of the total event and any boutique bedrooms Accommodation Hire costs.
- (d) Cancellation 90 days or more prior to the commencement of the event – 25% of the total event and any boutique bedrooms Accommodation Hire costs.

If the Accommodation including any boutique bedrooms Accommodation should be unavailable for any reason then without prejudice to and prior to exercising its right of termination under Clause 22.1 below the Company will use reasonable endeavours to provide suitable alternative accommodation within the Venue for the Function.

17. HIRER'S ITEMS/ARTICLES

The Company does not accept responsibility for loss of or damage to any items or articles brought to the Venue or any boutique bedrooms Accommodation where applicable, 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. The Company does not accept liability for the safe-keeping of stored articles which will be stored at the sole risk of the Hirer.

18. HANDLING FEE/THIRD PARTY GOODS

- 18.1 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.
- 18.2 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.

19. 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.

20. 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.

21. 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.

22. TERMINATION

- 22.1 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 and any boutique bedrooms Accommodation booked 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 including any boutique bedrooms 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.

- 22.2 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.

23. 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.

24. 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.

25. THE COMPANY

- 25.1 The Company operate venue management, catering services and boutique bedrooms Accommodation services on behalf of the Venue and are fully authorised to act on the Venue's behalf.
- 25.2 The Company has exclusive catering rights at the Venue. By applying for hire of the venue and any boutique bedrooms Accommodation 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 3 working days prior to the date of the event.

26. GENERAL TERMS AND CONDITIONS

- 26.1 These Terms and Conditions are without prejudice. In the event of any conflict, The Company Terms and Conditions shall take precedence.
- 26.2 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.
- 26.3 All contracts are subjected to the Agreement of minimum numbers of attendees.
- 26.4 No variation or amendment of this Agreement shall bind either party unless made in writing and signed by duly authorised officers of both parties
- 26.5 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.
- 26.6 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.
- 26.7 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.
- 26.8 If any 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.

26.9 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.

27 **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

28 **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

29 **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.

30. **ENGLISH LAW**

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

I/We acknowledge that I have read and received a copy of these Terms and Conditions and agree to abide by them.

(1) Signed by:
Position:
(Print name).....
Date:

Signed for and on behalf of

(Co.name).....
having full authority to sign such contract.

(2) Signed by:
Position: .
(Print name).
Date: .

Signed for and behalf of the Company (Searcy-30 Euston Square Ltd)

The original terms and conditions to be signed and returned by