

## Terms and conditions

### Definitions

Below are the definitions of the words used in the Terms and Conditions:

**Event:** Conference, exhibition, dinner, function or other meeting, the date of which has been agreed between you and 15Hatfields

**Event attendees:** Any persons who will be attending the event including staff, guests, speakers and suppliers; agents operating on your behalf

**Facilities:** Any property including room's equipment belonging to 15Hatfields

**Services:** Includes any hire and support, catering and other business services

**Hirer:** The person, organisation or company who will be hiring and using the 15Hatfields, conference centre facilities and services

**We; Us; Our; 15Hatfields** is a trading name of CIEH Limited, this booking agreement is between you and CIEH Limited

**You; Your:** The person, organisation or company who will be hiring and using 15Hatfields facilities and services

**The following applies to all contractual arrangements between 15Hatfields and the hirer.**

### 1. Who is the contract between?

- 1.1 This contract is between CIEH Limited trading as 15Hatfields and the hirer. You accept responsibility for paying all charges, including any extra charges arising under contract.
- 1.2 The Hirer is the person who signed the contract. Where the booking is made on behalf of an organisation, that organisation will be considered to be the hirer and shall be liable in respect of the booking.

### 2. Making a booking and booking deposit

- 2.1 All bookings made with us are granted strictly for the purpose agreed in writing and will be confirmed following receipt of the Contract signed by the hirer and a non-refundable deposit of 30% of the total charges applied in the contract.
- 2.2 Once you have confirmed to 15Hatfields that you wish to make a booking and the specific arrangements for your event, 15Hatfields will set the details out in the contract and will send to the hirer for a signature together with an invoice.
- 2.3 By signing the contract, you will have agreed to pay all the charges for facilities and services set out in the contract unless these are changed or cancelled under the terms of clauses 4 or 5 below. In which case you will pay the charges set out in the relevant clause.

### 3. Invoices and credit applications

- 3.1 Payment will be due with order except where CIEH Limited grants the customer a credit account. Credit accounts with an agreed credit limit will be granted following application by the customer under the sole discretion of CIEH Limited, who reserves the right to reduce or withdraw credit at any time. All applications must be made at least two weeks prior to the start of the event.
- 3.2 Events will not be confirmed until the credit application has been processed.
- 3.3 Payment is due 30 days from the date of invoice for customers granted a credit account. Time of payment shall be of the essence of the contract.
- 3.4 Customers who fail to obtain a credit account will have to pre-pay for all events, at least 7 working days prior to start of the event. Events will not be confirmed until all funds have cleared prior to the commencement of the event.

## Terms and conditions

### 4. Altering the contract

- 4.1 Any alterations to the contract must be completed by 15Hatfields. We will accept alterations to the contract up to seven working days before the event. All alterations must be agreed between the hirer and 15Hatfields. Seven days prior to the event 15Hatfields will supply what is agreed in the contract and charge accordingly. We shall have no liability to you for any inconvenience or loss this may cause you.
- 4.2 If 15Hatfields alters the accepted contract at the request of the hirer, 15Hatfields will issue the revised contract which the hirer will then sign and return to us. The revised and signed contract will only take effect when received by us. The contract will include all previous and new facilities and services agreed, and any cancelled which you will pay for.
- 4.3 There may be circumstances which require us to alter the facilities or services allocated to you. We will do this only if the alternatives we find are suitable.

### 5. Cancellation

- 5.1 The hirer is liable to pay charges indicated below should the hirer decide to cancel or postpone the booking, or alter facilities or services.

Written notice received by us and the % of contracted revenue to be charged (original):

|   |  |
|---|--|
| • More than three months before the first day of the event                  | No charge over and above the non-refundable deposit paid |
| • One to three months (inclusive) before the first day of the event         | 50%  |
| • 8 working days to one month (inclusive) before the first day of the event | 70%  |
| • Up to seven working days before the first day of the event                | 100%   |

- 5.2 We reserve the right to cancel the contract for reasons beyond our control and accept no responsibility if we are unable to provide facilities or services as a result.
- 5.3 We reserve the right to cancel the contract without liability to you if you are in arrears of payments to 15Hatfields, or 15Hatfields becomes aware of significant changes to your circumstances that would adversely affect the reputation of 15Hatfields should your event proceed.
- 5.4 We reserve the right to cancel the contract without liability to you at any time prior to the event. In the event of such a cancellation the hirer will be entitled to reimbursement by 15Hatfields of any monies paid on account of charges to 15Hatfields, but 15Hatfields will not be liable to any further payment to the hirer.
- 5.5 15Hatfields reserves the right to cancel the contract without liability to you if 15Hatfields is requested to cancel the booking by the government or local authority.

### 6. Opening times and closing times

- 6.1 All events in the building will start and end at the time agreed on the contract. All your event attendees and equipment belonging to you, or your contractors will have vacated the building no later than the time shown on your event booking form contract. We will charge you for any facilities or services used outside of the times agreed in the contract.

### 7. Food and drink

- 7.1 Any arrangements for supply of catering services must be made directly with 15Hatfields unless we agree other arrangements with you.
- 7.2 You are not permitted to bring food and drinks into 15Hatfields to eat or drink without prior arrangements with us.

## Terms and conditions

7.3 Before any catering suppliers are permitted to deliver or work in 15Hatfields, they must be pre-approved by the 15Hatfields management team. Catering companies must produce evidence of good practice i.e. "scores on the doors" grading of 4 or 5 and must have no outstanding issues with the local Environmental Health departments.

### 8. Smoking

8.1 15Hatfields has a strict no smoking policy which you must adhere to, including not smoking directly outside the building. All visitors, suppliers and delegates must follow the policy.

### 9. Behaviour of event attendees

9.1 You will make sure that your event attendees behave in such a way that they do not cause a nuisance or unreasonable disruption to 15Hatfields, our employees, visitors or neighbours. Should any of your event attendees refuse to, or appear unwilling to alter any aspect of their behaviour that is unacceptable to us we reserve the right to terminate the stay of the person(s) involved or all your event attendees.

### 10. Liability

10.1 You agree to pay any loss or liability of any kind incurred by us or any other person, caused by you or any of your event attendees and to indemnify 15Hatfields in full against all injury (including death) to any persons; or loss of; or damage to any property which may arise out of negligence, act of omission by you or your event attendees or as a result of your event.

10.2 If any damage caused by your event prevents facilities and services being used whilst the damage is made good, you will be charged for any revenue lost during this period. We advise that you obtain insurance and are fully insured against all losses or liabilities.

10.3 We cannot accept responsibility for loss of or damage to property or vehicles belonging to any of your event attendees, however caused.

10.4 The hirer shall indemnify and keep indemnified 15Hatfields from and against all claims, actions, damages, liabilities and costs (including professional fees) arising out of the acts or omissions of the hirer or any attendee or third party employed by the hirer, save to the extent that any such claim arises as a result of the negligence of 15Hatfields, its employees or agents.

10.5 All warranties, conditions and other terms implied by statute or common law (save for those implied by section 12 of the Sales of Goods Act 1979) are, to the fullest extent permitted by law, excluded from this contract.

10.6 Nothing in these conditions excludes or limits the liability of 15Hatfields to the customer for a) death or personal injury caused by 15Hatfields negligence b) under section 2 (3) of the Consumer Protection Act 1987 or c) any other matter for which it would be illegal for the company to attempt to exclude liability.

10.7 Subject to conditions 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6 above, 15Hatfields liability in Contract, tort or otherwise shall be limited to the contract price, and 15Hatfields shall not be liable to the customer for any loss of business or profit, or any claims for consequential compensation whatsoever that arises out of or in connection with the contract.

### 11. Services provided by other parties

11.1 15Hatfields cannot accept any liability for any costs connected with services you arrange directly with other providers.

11.2 All other providers will be fully insured.

## Terms and conditions

### 12. Using the 15Hatfields brand or logo without permission

- 12.1 You may not use the name of 15Hatfields or CIEH, our logo, or any photography of our premises without prior permission.

### 13. Security

- 13.1 For any event at which alcohol is served 15Hatfields will provide security at an extra cost to you.
- 13.2 At any event where security needs to be used, the security must be provided by a 15Hatfields approved supplier. The hirer cannot provide their own security.

### 14. Licensable activity

- 14.1 15Hatfields is responsible for applying for any additional licenses, consents and permits required in relation to the event provided the hirer gives sufficient notice of their exact requirements to allow such applications to take place and the client meets the reasonable costs associated with the application.
- 14.2 15Hatfields reserves the right to refuse any application of license for the event.
- 14.3 The client shall not be entitled to cancel or postpone the event on the basis of an unsuccessful application.
- 14.4 The hirer shall adhere to all aspects of the licences held by 15Hatfields in relation to all licensable activity.

### 15. Health and Safety

- 15.1 We comply with statutory requirements governing licensing, health and safety, and entertainment. You are responsible for ensuring that

all your attendees and contractors comply with all the laws and bylaws relating to these requirements.

### 16. Prices and discounts

- 16.1 Prices quoted for the event are subject to change, and all changes are based on the prices which apply when the facilities or services are requested.
- 16.2 Upon request 15Hatfields may agree to offer a discount. Where a discount has been granted 15Hatfields will confirm this in the contract.

### 17. Force Majeure

- 17.1 15Hatfields will not be held liable for failure to deliver the goods and services in accordance with the terms of the contract due to circumstances outside its reasonable control, including, without limitation: acts of God, government action, war or national emergencies, acts of terrorism, protests, riots, fire, explosion, flood, epidemic, pandemic, severe weather, lock-outs or other labour disputes.

### 18. COVID-19

- 18.1 Both parties acknowledge the ongoing COVID-19 pandemic in the UK and accept their obligation to comply with any official guidance from the UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement.
- 18.2 The hirer acknowledges that COVID-19 may require 15Hatfields to take one or more of the following measures for the safety of our staff and the safety of delegates attending the event to which this booking relates:
- (I) Impose maximum delegate numbers at the event.
  - (II) Limit food and/or drink availability.
  - (III) Impose specific requirements regarding personal protective equipment such as

## Terms and conditions

- the wearing of face coverings.
- (IV) Limit any planned entertainment for your event.
- (V) Designate alternative entrance and exit routes

In some circumstances we might consider revising your booking fee.

- 18.3 If 15Hatfields are obliged due to specific Government restrictions, to close our venue, we may offer you an alternative date for the event but if that cannot be agreed the booking will be deemed cancelled and your deposit will be returned in full with no further payment required.
- 18.4 If the hirer is unable to provide the agreed delegate numbers because of infections or travel restrictions, then 15Hatfields will offer the hirer either a proportionate reduced fee for the event or agree to cancel the booking and return any additional sums already paid.
- 18.5 If delegate numbers decrease below 70% of the contracted number (notified by the hirer in writing a minimum of 15 working days prior to the event), 15Hatfields reserve the right to cancel the event.

### 19. Notices

- 19.1 Notices served between the parties shall be in writing and delivered by hand, post or fax, to the registered office of the other party or, where the customer is not an incorporated body, its address set out in any document that forms part of the contract, or that may be notified by the hirer for the purpose of the clause.

### 20. Relationships of parties

- 20.1 15Hatfields and the hirer constitute the parties to the contract, and do not intend that any term of the contract be enforceable by virtue of the

Contracts (Rights of Third Parties) Act 1999 by any persons that is not party to it.

### 21. Waiver

- 21.1 Any waiver by 15Hatfields of any breach of, or default under, any provision of the contract by the customer is only effective if it is in writing and shall not be deemed a waiver of any subsequent breach or default and shall not in any way affect the other terms of the contract.
- 21.2 Failure or delay by 15Hatfields in enforcing any provision of the contract shall not be construed as a waiver of any of its rights under the contract.

### 22. Severability

- 22.1 If any provision of the contract is found by any court, tribunal or administrative body to be wholly or partly illegal, invalid or unenforceable it shall, to the extent of such illegality, invalidity or unenforceability be deemed severable from the remaining provisions of the contract which shall continue with full force and effect.

### 23. Governing law

- 23.1 The formation, existence, construction, performance, validity and all aspects of the contract shall be governed by English Law and the parties to the contract submit to the exclusive jurisdiction of the English courts.

15Hatfields is a trading name of CIEH Limited, which is a wholly owned trading subsidiary of the Chartered Institute of Environmental Health (CIEH).

CIEH is a registered charity No. 290350, VAT No: 927 3163 23.

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