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Terms and conditions of Contract for Room Hire & Catering at the RSA

For all Corporate and Commercial events at the RSA

Definitions

The RSA House facilities are operated by RSA Adelphi Enterprises Ltd, hereinafter referred to as the 'RSA'.

The 'client' means the organisation/individual in whose name the booking is made. The client shall be jointly and severally liable for payment of the event.

The 'contract' means the agreement between the RSA and client for a specific booking or series of bookings.

A 'Guest' means any person attending the Event.

These Terms and Conditions will form part of the contract, together with any other terms stated in the contract documentation.

Booking Procedure

- An inquiry for a booking at the RSA shall result in the issue of a formal quote. This quote is considered as provisional until the client confirms the booking in writing, either by letter or e-mail; stating any amendments they wish to make to the quote. From that point the formal quote, any amendments made in response by the client and the RSA in correspondence and this document form contract.
- The minimum number of guests and catering requirements will be advised by RSA at the time on the formal quote. Any amendment to this number must be notified to the RSA in writing not less than 7 working days prior to the event. The final amount payable by the client shall be calculated on this final number, or the number on the confirmation form, whichever is the greater.

Deposits, payment and credit

- The RSA reserves the right to require the payment of all or part of the anticipated cost of the event at any time prior to the date of the function, the amount of which will be determined by the RSA and be referred to as the deposit. Should the client fail to pay such a deposit, the RSA may treat the booking as having been cancelled by the client.
- For clients based in England or Wales payment of 75% of the total hire and catering charge will be invoiced to the client upon confirmation being received in writing under the booking procedure. The balance of 25% will be invoiced 7 days after the event. If the client is not in England or Wales payment of 100% of the total hire and catering charge will be invoiced to the client upon confirmation being received in writing.
- Payment of invoices is due not less than 30 days after the invoice date by BACS transfer. In the case of short notice booking (i.e. the event is within 30 days of the invoice being issued) payment timescales will be indicated in correspondence by our staff team.
- Payment must be made in pounds sterling (UK £).
- If any sum payable under this Agreement is not paid when due then, without prejudice to the RSA's other rights under this Agreement, the Customer shall pay interest on the overdue amount from the due date until payment is made in full at 4% per annum over Coutts Bank base rate accruing on a daily basis and compounded quarterly.

Cancellation or amendment by the RSA

The RSA may cancel the provision of the Services to an Event and terminate this Agreement with immediate effect if:

- The Client does not fully and fairly represent the purpose for which the venue is required; or
- The RSA's premises is closed for reason beyond the RSA's control; or
- The RSA is already in arrears with any payment due to the RSA; or
- A petition is presented or a resolution is passed for the winding up of the Client (except for the purpose of a reconstruction, amalgamation or members voluntary liquidation); or the Client stops or threatens to stop payment of its debts or ceases or threatens to cease to carry on its business; or
- An encumbrance takes possession or a Receiver is appointed over the whole or part of the assets or undertaking of the Client; or
- The Client is unable to pay its debts within Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
- An application is made to the Court under Section 9 of the Insolvency Act 1986 for an Administration Order in relation to the Client or if the Client passes a resolution for the making of any such application to the Court; or
- A proposal is made under Section 1 of the Insolvency Act 1986 for a voluntary arrangement in relation to the debts or affairs of the Client; or
- The Client shall convene a meeting of or propose to enter into any arrangement with its creditors generally; or
- The Client (being an individual) is adjudicated bankrupt or dies.

Cancellations by the client

- The Client may cancel the Event before the Confirmation Form is signed and returned.
- Should the Client have to cancel an Event, notice must be given to the RSA as early as possible in writing or by email.
- The following cancellation charges shall apply:
- Less than 7 days prior to event - 100% of the contracted total
- Between 8-30 days prior to event - 80% of the contracted total
- Between 31-60 days prior to event - 60% of the contracted total
- Between 61-100 days prior to event - 40% of the contracted total
- Between 180 – 101 days prior to event - 20% of the contracted total

Notification of cancellation should be made verbally and in writing to the Hospitality office.

Approved suppliers, performing rights and statutory regulations

The RSA operates an approved supplier list from which clients must select. Any wish to contract a supplier who does not appear on the approved list must be put in writing to the Sales and Marketing Manager. Suppliers should not be contracted without the approval of the RSA. The RSA reserves the right to approve any externally arranged entertainment, services or activities arranged by the client and cannot accept responsibility for any resultant cost. The RSA must comply with certain licensing and statutory regulations and requires the client to fulfil their obligations in this respect.

Commission

The RSA will pay up to 8% commission on the net VAT contracted total of room hire and catering less AV and other incidental costs. This commission can only be claimed by 2nd party booking agents. This commission cannot be claimed on cancelled event charges/room hire cancellation charges.

No sub-letting shall take place unless expressly agreed in a separate formal document between the RSA and the client.

VAT

VAT at the prevailing rate is chargeable on all services and facilities including room hire, catering and sundry services.

RSA Obligations

The RSA agrees:

- That it has full right, title and authority to enter into this Agreement and to perform its obligation under this Agreement;
- That the Property complies with any and all applicable laws, rules or regulations (including those relating to health and safety, planning, alcohol control and licensing, disability discrimination and fire certification), and that the Hirer is

entitled to apply for all relevant and necessary licences, clearances and consents to enable the Event to take place at the Property;

- That it has taken out and will maintain throughout the Event Period, appropriate general and public liability insurance and will, if required, note the Hirer's interest on any such policy;
- That all space and advertising opportunities within the Facilities shall be made available to the Hirer for the exercise
- That the Property and Facilities shall be fit for the purpose for which they are provided;
- That the Property will be provided to a standard acceptable to the Hirer;
- That the Hirer, its employees, agents, and representative shall have unrestricted and safe access to the Facilities during the Event Period for the purposes of preparing for and staging the Event, and during such times prior to the Event Period for any reasonable pre-Event site visits as may be agreed with the RSA;
- That the Property shall have safe access and egress for Guests to the Event, including emergency access;
- That it shall assist and facilitate liaison with the local authority regarding the staging of the Event;
- To ensure that an identifiable and properly authorized operations manager will be present at all times during the duration of the Event Period to provide such on-site assistance as the Hirer shall reasonably require;

Insurance and liability

- You may choose to take out independent insurance for your event and we encourage you to cover some of the exclusions below.
- Reasonable costs of repairing any damage caused to the property, or its contents by the client, its associates or guests, must be reimbursed to the RSA by the client and shall be invoiced after the event has taken place.
- The RSA will not be liable for any failure to provide facilities, services, food or beverage as a result of matters beyond its control.-
- The RSA shall not be liable for the death or injury to any Guest, or for any loss, consequential loss, damage, claim, action, proceedings, or expenses or other liability of the Client related to this Contract, except where such is due to the RSA's negligence, or where the loss cannot be excluded by law.
- The RSA shall not be liable for any damage to or any loss of any goods, articles or property of any kind belonging to the Client or Guests or brought into the premises for the Event. The RSA's staff have been informed that they must accept no responsibility for any property deposited in the RSA's premises. Cloakroom facilities are made available on the understanding that the RSA is under no liability in respect of loss of, or damage to, property deposited in the cloakrooms.
- The RSA shall not be liable to the Client by reason of any delay in performing or any failure to perform any of the RSA's obligations in relation to the Services if such delay or failure is due to any cause beyond the RSA's reasonable control.
- The RSA shall be responsible for all losses, damages or expenses incurred by the RSA, including, but without limitation, damage to the RSA's property, which relates to or arises out of the acts or omissions of the Client or Guests and the Client shall indemnify the RSA accordingly.

Times of hire

Events are required to finish at the times agreed in the contract. Extensions to these times, should they be possible, will incur additional charges.

Cloaks and personal property

The RSA does not accept responsibility for the property of the client and guests. Any items deposited in the Cloakroom are done so at the owner's risk and without any obligation on the part of the RSA.

Equipment storage

The RSA has limited storage available for client use. This may only be used by prior agreement and is subject to availability. The RSA does not accept liability for the loss of or damage to any items stored.

Externally purchased food and beverages

Other than that supplied by the RSA items of food, wines, spirits or other beverages are not permitted to be brought onto the premises for consumption at any time.

Affixing of signage

No signs or other items may be placed on or affixed to any part of the RSA's premises without prior consent. Directional signposts are provided within the house and should be used for displaying all signage. You are required to obtain prior written approval if you wish to affix items to the walls, floors or ceilings of the rooms you are hiring.

Sub-letting

No sub-letting shall take place unless agreed within this document.

Use of the RSA name and logo

The RSA House logo may be used in publicity once a proof of the promotional material has been agreed with the RSA.

Health & safety and disabled access

We are concerned for your health and safety and that of our premises. Please respect any requests by the Duty Manager to comply with safety issues.

- Instructions concerning fire evacuation routes are supplied in all rooms.
- All public rooms are accessible by wheelchair.
- Facilities for the disabled including ramps, hearing loops and dedicated wheelchair spaces are provided.
- A guide to the house is available from the Hospitality Office.

Behaviour by guests

Should any of your guests be unable to correct any aspect of poor behaviour the RSA reserves the right to terminate your event. Should this occur no monies will be refunded. Bad behaviour includes but is not limited to harassment of staff, lewd behaviour, drunkenness, riotous behaviour, causing damage to the House or endangering the personal safety of both guests and staff. The Duty Manager's decision in any situation is final.