

## Standard Terms and Conditions

These terms & conditions form a contract between IET Birmingham: Austin Court (IET Services Ltd) and the client/hirer stated below. These have been designed to clarify the arrangements between the parties. If you have any questions please contact your co-ordinator and they will be happy to advise.

Company name	
Event date	
Event timings	

### 1. Interpretation

“**Additional Equipment**” means any electrical equipment other than that which the Manager can provide, any articles, substances, marketing collateral or other goods brought by the Client on to the Premises.

“**Charges**” means the sums which the Client has agreed to pay to the Manager in respect of the Services for the Function and as detailed on the Booking Sheet.

“**Co-ordinator**” means the Manager’s staff member who shall liaise with the Client regarding Services and Functions.

“**Booking Sheet**” means the document confirming the Client’s requirements which is signed when entering into the Contract.

“**Contract**” means these Terms and Conditions as well as the Booking Sheet.

“**Days**” means calendar days.

“**Delegate**” means any person attending the Function. Function means the function, meeting, exhibition, banquet, lecture, theatre, party or other occasion at which the Services are to be provided.

“**Final Invoice**” means the invoice provided to the Client after the Function to cover any charges incurred that had not been included in the Charges or other invoice before the Function.

“**Premises**” means IET Birmingham: Austin Court, 80 Cambridge Street, Birmingham, B1 2NP.

“**Services**” means the service, refreshment and catering to be provided by the Manager to the Client and detailed on the Booking Sheets.

“**Manager**” means the IET Services Ltd, the supplier of Services at IET Birmingham: Austin Court and whose registered office is at 2 Savoy Place, London, WC2R 0BL.

“**Owner**” means the Institution of Engineering and Technology (the IET) whose registered office is at 2 Savoy Place, London, WC2R 0BL.

### 2. Permitted Activities

- The Client must specify details of the Function on the Booking Sheet and the Manager may in its absolute discretion and without providing reasons refuse to let the Premises for any Function.
- The Client must comply with the provisions of general law and any local by-laws together with the Client Obligations under clause 9. The Client may not, unless authorised by Manager and Owner, claim that any Function is endorsed or in any way approved by Manager or Owner.
- All Functions shall be catered by the Manager’s caterers and no other catering facility, food or drink shall be permitted on to the Premises unless confirmed in writing by the Co-ordinator for your Function, who will advise if additional costs are incurred.
- The Manager reserves the right to cancel the room(s) booked if the Client does not comply with this clause.

### 3. Confirmation of booking and numbers

- All bookings will be on a provisional basis until the Manager has received a signed copy of the Contract. If the Contract has not been signed by the Client within seven Days of receipt of the Booking Form from the Co-ordinator, the room(s) may be resold without further notice.
- The Charges shall be calculated according to the number and type of rooms required, the number of Delegates attending the Function per day and the predicted catering requirements as agreed and confirmed in the Booking Sheet by both parties before they sign the Contract.

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### Confirmation of booking and numbers (Cont)

c. The Client agrees to pay the minimum Services charge for each booked room. This will be based on the minimum number of Delegates for the relevant room/s and disclosed to the Client by the Manager prior to completion of the Booking Form and included in the Charges.

d. The Client shall notify the Co-ordinator of the number of Delegates attending the Function at least seven Days prior to the Function. The numbers may be slightly altered by the Client (at a variance of up to 10% of the number attending) before 11am four Days prior to the event. The Manager shall then issue the Final Invoice for the latter number of Delegates. However, if on the date of the Function, an additional numbers of Delegates attend, the Manager shall issue the Final Invoice accordingly.

e. It is the responsibility of the Client's representative at the Function to check and sign a consumption sheet provided during the Function. Should the Client fail to check the consumption sheet and thereafter dispute the Final Invoice, the invoiced amount will apply.

### 4. Cancellations

a. Notification of cancellation must be made in writing and will be effective on the date received by the Manager, subject to the cancellation fees set out below:

Cancellation up to 90 days prior to event date - No cancellation charge

Between 89 days and 60 days - 25% cancellation charge of room hire or Day Delegate Rate

Between 59-30 days - 50% cancellation charge of room hire and predicted catering or Day Delegate Rate

Less than 30 days - 100% cancellation charge of room hire and predicted catering or Day Delegate Rate

b. In the event that the Manager is able to re-let the allocated room(s) following cancellation, the Manager shall issue a credit to the Client with regard to the cancellation fee in respect of room hire only. Note that any costs incurred for catering or other Services that cannot be recouped by re-letting shall not be credited to the Client. This term does not constitute an obligation upon the Manager to mitigate any loss incurred due to cancellation.

c. In the event of cancellation, the balance of the Charges as set out in clause 4a shall be payable immediately after the Function date.

d. The Manager reserves the right to amend the date of a Function or to cancel a Contract for a Function if it is prevented by circumstances beyond their reasonable control / force majeure. Neither the Manager nor the Owner shall be liable for any loss or damage arising directly or indirectly from such amendment or cancellation.

### 5. Payment Terms

a. All Clients shall be subject to a credit check renewable on a 12-monthly basis and shall require a credit account with the Manager prior to the Function. To apply for a credit account, the Co-ordinator must be in receipt of a complete and accurate application on an IET 'New Customer' form at the latest 30 Days before the Function together with any deposits stipulated by the Co-ordinator in the Booking Sheet and as specified below under this clause. The grant of a credit account is subject to credit checks, credit status and, where appropriate, to approval by the Manager's credit insurer.

b. Non-UK companies must pay a 100% deposit immediately upon signature of the Contract.

c. For companies that pass the credit check, unless the Manager deems it necessary to apply a deposit, the Charges will be invoiced inclusive of VAT immediately following the date of the Function and shall be payable by the Client to the Manager within 30 Days of the Function.

d. Credit accounts may be suspended immediately without notice if a Client fails to meet agreed credit terms or a Client's credit status deteriorates or credit insurance is withdrawn with regard to their account. In such case, clause 5e shall apply.

e. Should the Client fail the credit check, 50% - 100% of the Charges shall be payable immediately as a deposit. The balance of the Charges shall be payable 30 Days prior to the Function. Any additional requirements (either prior to the event date or on the event date) will need to be paid for immediately by credit card before receipt of the service/product.

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### Payment Terms (Cont)

f. The Manager reserves the right to request payment of a deposit of any amount up to 100% of the value of the Charges at any time prior to the Function. Failure to pay such a deposit within 14 Days of being required to do so may result in the Function being cancelled and the Manager reserves the right to resell the Client's Function space until such a time as the deposit is paid to secure the Function space.

g. Clients who are not granted a credit account (clause 5a) and with less than 30 days lead in time to a Function date will be required to make 100% payment in advance.

h. All deposits requested will include Value Added Tax (VAT) and will be chargeable in respect of the hire of all Functions and Services, including room hire; catering and equipment hire as may be provided by the Manager. Payment must be made in Pounds Sterling.

i. The Manager reserves the right to Charge a 2.5% surcharge on all credit account bookings in excess of £5,000 (including VAT) paid by credit card. There is no surcharge for payments made by debit card.

j. Should the Client contract with the Manager through an agent, the agent acts for the Client and not for the Manager or the Owner. The Client therefore accepts full responsibility for payment of the Charges.

k. All deposits are non-transferable.

l. The amount of the deposit paid will be credited on the final invoice. The deposit is refundable, subject to the provisions of Clause 4.a

### 6. Late payment

a. In the event of the Client failing to pay the Manager's invoices on time, the Manager shall be entitled to Charge interest on a daily basis from the date of the invoice to the date full payment is made. This shall be in accordance with the Late Payment of Commercial Debts Act 1998 at 8% above base rate (Bank of England).

b. In the event of invoices remaining unpaid within the relevant payment term, the Manager shall be entitled to cancel the Client's outstanding bookings and all outstanding invoices will immediately become due and payable.

### 7. Booking Details

a. The Function shall end at the time specified on the Booking Sheet. Should the Function exceed the specified booking times, the Client agrees to pay the full charges for the whole of the additional hire period, in addition to the Charges and any further costs as specified in clause 7b. If the Client wishes to extend the agreed booking times, the Client must liaise with the Co-ordinator or with the Manager's representative at the Function beforehand to enquire as to the continued availability of the booked rooms.

b. The Client may not delay departure from the Premises, Function room, catering space and /or theatre if this causes another client's Function to be delayed or cancelled. The Client shall fully reimburse all costs incurred by the Manager in case of non-compliance with this term.

c. The Client must consult with the Co-ordinator during pre-contractual negotiations regarding any particularities of the Function including but not limited to noise levels, type of event, music and entertainment; as well as any other particularity that could potentially affect any other client's function, the Manager or the Owner. The Client is aware that there may be other clients holding functions at the same time and it is the Client's responsibility to ensure that the Co-ordinator is fully informed about the Client's Function and therefore able to ensure that it is unlikely to conflict with any other function or activity on the Premises.

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### 8. Equipment

- a. Any Additional Equipment must be specified during pre -contractual negotiations. An additional charge will be incurred and will be specified on the Booking Sheet. A full list of the audio-visual equipment held on site is available from the Co-ordinator.
- b. The Client may only bring Additional Equipment on to the Premises with the prior written agreement of the Manager. When bringing Additional Equipment on to the Premises, a full risk assessment and method statement must be submitted to the Co -ordinator 14 Days prior to the Function. Further details are listed in the IET Services Exhibitor Manual which contains the Health and Safety requirements and permits to work required by the Client and their third party contractors with regard to large Functions.
- c. All Additional Equipment that is electrical must be PAT tested and must comply with safety regulations and neither the Manager nor the Owner shall be liable for any loss or damage to such Additional Equipment.
- d. The Client will ensure the Function can be de-rigged within the booking times shown on the Booking Sheet and in compliance with clause 7.
- e. The Client may arrange for small deliveries of their Additional Equipment to the Premises subject to agreement of the Co -ordinator. These items can be accepted within a defined time frame and no earlier than 2 Days prior to the Function and must be collect no later than 2 Days after the Function. Any items not collected within 14 Days of the Function may be disposed of safely by the Manager at the expense of the Client.

### 9. The Clients Obligations

- a. The Client shall be clearly shown as the organising body responsible for the Function, not the Manager or the owner. The Client 's name and address of the organising body together with a contact name, address and telephone number must appear conspicuously on any printed material issued. All promotional material must specify that all enquiries should be addressed to the Client 's organising body only.
- b. The Client must provide at least one 'host' (a responsible person) per 100 delegates / guests to assist with registration, administration and control on the day of the function. The client and /or 'host' shall remain present for the duration of the Function and until departure of all delegates / guests.
- c. Unless otherwise agreed beforehand in writing, the Client shall provide name badges for all Delegates on arrival and ensure that they are worn clearly at all times.
- d. The Manager's prior consent must be obtained:
  - i. if the Client wishes to contract directly for the services of a third party in connection with the Function;
  - ii. if the client wishes to use the logo or any images of the Manager or the Owner in marketing material or any items that are being used for the Client's event.
  - iii. for any display that the Client wishes to put up. As a condition of such consent being granted, the Client must ensure that the display complies with all relevant laws, regulations and codes in force, and must agree to take down the display promptly after the Function.
- e. If during a Function the Fire Alarm sounds, it is the responsibility of the Client 's organisers (clause 10b) and hosts/responsible people to assist the Manager's Fire Wardens to lead the Delegates out of the Premises to the agreed Meeting Point where they must report to the Manager's Incident Controller and provide assurance that they have accounted for all Delegates.
- f. The Client shall remove or procure the removal from the Premises of any Client Delegate, representative, employee, sub -contractor, agent or guest acting in a manner which, in the reasonable opinion of the Manager, may be undesirable, inappropriate, harmful, offensive, obscene or illegal or may cause a breach of the peace. The Client shall procure the cessation of any such activity on the Premises.
- g. The Client shall not do or use or bring on to the Premises, suffer anything to be done, used or brought onto the Premises any act or thing which may render any extra or increased premium payable for the insurance of the Premises or which may make void or voidable any policy of insurance carried out by the Manager. The Manager shall provide on request copies of insurance policies relating to the Manager and / or the Owner.

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### The Clients Obligations (Cont)

h. The Client shall not use, permit, suffer the Premises to be used for any illegal or immoral purpose; or for betting or gaming or for any activity requiring a licence or the consent of any authority or other third party, without first ensuring that such a license in consent has been obtained.

### 10. Liability

a. The Client shall be liable for any loss or damage on or to the Premises, including but not limited to property, furnishings, paintings and AV equipment that is within the Client's control by any act or omission of the Client, their Delegates, representatives, employees, sub-contractors, agents or guests and the Client agrees to indemnify the Manager and Owner accordingly. The Client shall maintain in force appropriate insurances.

b. To the extent permitted by law, the Manager excludes liability for any direct or indirect loss or damage, any claim, action or proceeding, loss of profit, costs, expenses or other liability related to this Contract. The Manager shall not be liable for death or personal injury arising in connection with this Contract except where this is due to the Manager's negligence, where such liability cannot be excluded by law.

c. The Manager shall not under any circumstance be liable for any damage to or any loss of any goods, articles or property of any kind belonging to the Client or Delegates. Cloakroom facilities are made available only on condition that the Manager and the Owner are under no liability in respect of loss of or damage to property deposited in the cloakrooms.

### 11. Legislative Requirements

a. The Manager is subject to statutory regulations including, without limitation, Liquor Licensing, Fire Regulations, Health, Safety and Environment. Clients and their Delegates, representatives, employees, sub-contractors, agents or guests must therefore comply with these requirements as may be directed and enforced by the Manager.

b. The Client is responsible for the health and safety of its Delegates, representatives, employees, sub-contractors, agents or guests throughout the duration of the Function and shall be expected to comply with all relevant legislation. Information regarding emergency procedures, safety policy and first aid arrangements is available from reception.

### 12. Termination

a. In the event that the Client becomes bankrupt, ceases to trade, have a receiver appointed or make any voluntary arrangement with their creditors, the Manager shall be entitled to immediately terminate this Contract by giving notice in writing to the Client or the Client's representative(s).

### 13. General

a. This contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

b. All bookings are subject to this Contract which may not be amended or varied without the Manager's written agreement.

c. Any notice required to be given hereunder shall be deemed to be properly given if sent by pre-paid first class post addressed to the last known address of the party for whom such notice is intended and shall be deemed to have been given on the second working day after posting.

d. No failure or delay by the Manager in exercising any of their rights under this Contract shall be deemed to be a waiver of that right.

e. This Contract shall be governed by the laws of England and the courts of England shall have exclusive jurisdiction.



**IET Birmingham: Austin Court**  
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E: [austincourt@ietvenues.co.uk](mailto:austincourt@ietvenues.co.uk)  
W: [www.ietvenues.co.uk/austincourt](http://www.ietvenues.co.uk/austincourt)

**Standard Terms and Conditions**

**Signed for an on behalf of the Client**

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Date \_\_\_\_\_

**This agreement shall be constructed and governed by English Law  
Failure to sign and return these terms and conditions along with the Booking Sheet may affect your booking.**

**IET Birmingham: Austin Court  
Standard Terms and Conditions**

These terms and conditions form a contract between IET Birmingham: Austin Court (IET Services Ltd) and the client/hirer stated below.

These have been designed to clarify the arrangements between the parties. If you have any questions please contact your co-ordinator and they will be happy to advise.

