

## **VENUE HIRE TERMS & CONDITIONS (FELLOWS)**

### **1. INTRODUCTION**

All venue hire bookings made with Clio Enterprises Ltd (a trading subsidiary of The British Academy), forthwith referred to as {10-11} CHT, located at 10 & 11 Carlton House Terrace London SW1Y 5AH, are subject to the following Terms and Conditions as specified below. By confirming your booking, you accept the following:

The following terms and conditions shall apply to any contractual arrangement between {10-11} CHT and the Fellow (The FBA) relating to the hiring of rooms, facilities, equipment and services at {10-11} CHT ('the Contract').

All Terms and Conditions are set out in this document and shall prevail over and supersede any other terms referred to in correspondence or elsewhere implied by trade, custom, practice or course of dealing. No variation or waiver of any Terms and Conditions shall be binding on {10-11} CHT and the FBA, unless it is made in writing and signed by the FBA and {10-11} CHT.

The FBA is required to make ALL booking requests and confirmations to {10-11} CHT in writing. No binding contract for the venue hire, facilities or contracted services shall exist until {10-11} CHT has issued written confirmation of the booking and any additional services.

We regret that we are unable to accept bookings from under 18s. Bookings must be made by a parent, teacher or guardian. Children age 16-18 can attend an event unaccompanied if they have the consent of their parent or guardian.

### **2. CHARGES AND PAYMENTS**

The FBAs are entitled to six (6) complimentary half day bookings per financial year (April – March) in {10-11} CHT Internal Meeting Rooms.

The FBAs may also host one (1) professionally affiliated booking per financial year (April – March) where no venue hire fees will apply\*.

\*subject to direct operational costs as outlined in point 6.6

Outside of this allowance, THE FBAs can benefit from discounted venue hire:

25% off: Tuesday – Wednesday, Weekends and Bank Holidays

30% off: Monday and Friday (excluding Bank Holidays)

#### *2.1. Deposit Payments*

On confirmation of the FBAs booking, a non-refundable deposit of 50% of the venue hire shall be payable, together with a signed contract to confirm the booking. Payment terms are thirty (30) days after the invoice issue date. Should the deposit payment not be received, {10-11} CHT reserve the right to cancel the booking.

#### *2.2. Final & Full Payments*

Final catering consumption, AV Services, any outstanding venue hire charges and additional services are payable in full within thirty (30) days after the final invoice issue date. The invoice will be issued the next working day after the booking takes place.

If a booking is confirmed within thirty (30) days of the start date, a full invoice will be raised for all confirmed costs, payment of which is due in full ahead of booking.

Any amounts or accounts payable under this Contract which are not settled in full by the due date, shall bear interest at the rate of two (2) percentage points above base rate as set by The Royal Bank of Scotland, from the date the amount became payable until full settlement is received.

### *2.3. Charges Quoted*

All prices & charges quoted are exclusive of VAT. Where VAT is due on the service the FBA shall pay to {10-11} CHT where due.

{10-11} CHT reserves the right to alter prices or other details in advance of the booking. However, all service prices confirmed in writing before the booking will be honoured.

### *2.4 Porterage Fees*

For bookings that require extensive furniture movement or removal, a charge will apply in line with the extent of the furniture movement.

For bookings where no catering is ordered, a porterage charge from £250 + VAT will be applicable. The final fee is dependent on the size of the room booked and the layout required.

These charges will be communicated during the final planning stages of your booking.

### *2.5 Operational costs*

{10-11} CHT provides security or front of house cover, and cleaners for all bookings. Where additional security or cleaning is requested, an additional charge may apply.

#### *6.6.1 Evening & Weekend bookings\**

All weekday evening (that run after 18.00), weekend and bank holiday bookings require security and cleaning cover for safe operation. Therefore, the following charges apply based on guest numbers:

##### *Weekday evening*

- £492 covers up to 80 attendees for up to 8 hours.
- £576 covers 81 - 160 attendees for up to 8 hours.
- £864 covers 161 – 248 attendees for up to 8 hours.

##### *Saturday*

- £751.50 covers up to 80 attendees for up to 8 hours.
- £993 covers 81 - 160 attendees for up to 8 hours.
- £1489.5 covers 161 – 248 attendees for up to 8 hours.

##### *Sunday*

- £783 covers up to 80 attendees for up to 8 hours.
- £1056 covers 81 - 160 attendees for up to 8 hours.
- £1584 covers 161 – 248 attendees for up to 8 hours.

## Bank Holidays

- £1293 covers up to 80 attendees for up to 8 hours.
- £1566 covers 81 - 160 attendees for up to 8 hours.
- £2349 covers 161 – 248 attendees for up to 8 hours.

For bookings that exceed the guest numbers above please speak with {10-11} CHT to discuss specific operational needs and costs can be provided.

There may be an additional staff charge depending on the time and format/duration of a booking and where Carlton House Terrace Gardens are booked. Charges will be communicated in advance of your booking.

\*These charges only apply on bookings where no venue hire is charged

### **3. CANCELLATION, FEES AND SCHEDULE**

The FBA may cancel the booking before the terms and conditions are signed and returned with no cancellation fees.

Where the terms and conditions are signed and returned, the following cancellation charges shall apply;

Less than 14 days prior to booking	100% of any confirmed catering, AV and venue hire
Less than 21 days prior to the booking	75% of any confirmed catering, AV and venue hire
Between 3 months and 21 days of the booking	50% of any confirmed catering, AV and venue hire
Between 4 months and 3 months of the booking	25% of any confirmed catering and AV and 50% venue hire

#### *3.1 Cancellation by The FBA*

In the event of a booking being cancelled by the FBA after receipt of signed terms and conditions, and while the venue is open and able to deliver the booking, the FBA must notify {10-11} CHT in writing and the above cancellation charges shall apply.

All deposit payments are non-refundable, unless the booking is rescheduled within six (6) months of the original booking date. Catering and AV for rescheduled bookings will still be subject to the same cancellation terms as outlined above.

#### *3.2 Cancellation by {10-11} CHT*

{10-11} CHT may cancel the booking under the following circumstances:

*3.2.1* if the Venue is closed due to circumstances outside {10-11} CHT's control; in which case the cancellation fees incurred will be offered as a credit towards a new booking.

3.2.2. if the FBA breaches the terms of this agreement in accordance with the Conditions in this Agreement in clauses 4, 5 and 6; in which case, the above cancellation fees will apply.

3.2.3 the FBA becomes unable to pay its debts as they fall due or enters liquidation, administration or bankruptcy; in which case, no refund will be offered.

3.2.4. the booking may, in the opinion of {10-11} CHT and its Directors, damage or prejudice the reputation and/or good name {10-11} CHT and/or The British Academy; in which case, the above cancellation fees will apply.

3.2.5 the FBA is unable to provide the final details of the booking by the timeline stated in clause 5; in which case, the above cancellation fees will apply.

3.2.6 the FBA advertises the {10-11} CHT or The British Academy, or its premises without written authorisation; in which case, the above cancellation fees will apply.

### **3.3 FORCE MAJEUR**

{10-11} CHT reserves the right to cancel the booking, upon immediate notice, and shall not be liable, for failing to perform or delay the booking, due to circumstances or events outside of {10-11} CHT control, which shall include but not be limited to industrial action, acts of God, terrorism, civil commotion or disorder, flood, breakdown of machinery, failure of electricity or telephone supply, fire, or Government lockdowns due to security or pandemics. {10-11} CHT, will, wherever possible, attempt to give as much notice as possible to the FBA, but in no event, shall {10-11} CHT accept liability for any loss or damage arising from the cancellation of the booking. {10-11} CHT would offer alternative dates to reschedule the booking.

### **4 CATERING, PLANNING AND DEADLINES**

The FBA agrees to adhere to the booking and planning timeline, as well as any parameters outlined by {10-11} CHT. This includes, but is not limited to, meeting deadlines for confirming booking details, providing necessary documentation, and making any required payments. Failure to comply with these timelines may result in additional charges or, at the discretion of {10-11} CHT, the cancellation of the booking.

The FBA acknowledges that any changes to the agreed-upon timeline or parameters must be approved by {10-11} CHT in advance.

#### *4.1. Catering Provider*

{10-11} CHTs contracted caterer Searcys has the sole right to the provision of the services at {10-11} CHT and no consumables may be brought into the venue by the FBA or its guests. Where the FBAs or their guests consume their own refreshments onsite, a corkage charge shall be applied and added to the final bill and any rubbish or food waste removal required by {10-11} CHT may also incur a fee.

##### *4.1.1 Minimum Catering Numbers*

The minimum catering numbers which {10-11} CHT will accept is outlined on the current menu. You can request a copy from {10-11} CHT or find a copy on the {10-11} CHT website.

We require the FBAs to book catering for 100% of their final confirmed guest numbers (subject to catering requirements and selections).

#### *4.1.2 Amendments and Final Catering Numbers*

Provisional guest numbers are to be advised at the time of booking and shall include basic catering requirements.

No later than twenty-one (21) days prior to the booking, {10-11} CHT will send a copy of the booking sheet to the FBA requesting final details.

Final details are due fourteen (14) days prior to the booking takes place, with final guest numbers due no later than seven (7) days prior to the booking start date. Final details include a full menu, refreshments, and all special dietary requirements, as well as timings, room layouts and other necessary information relating to the booking.

Any further amendments following this can be made, however, catering costs for the final agreed guest numbers (as confirmed 7 days prior to the booking, or if numbers are increased between this date and the booking) will be charged in full.

#### *4.1.3 Weekend/Bank Holiday Bookings*

For weekend and bank holiday bookings, there is a minimum spend of £1,000 + VAT on all food and beverage.

#### *4.1.4 Evening Bookings*

For evening bookings (after 6pm), there is a minimum spend of £800 + VAT on all food and beverage.

#### *4.1.5 Out of Hours Charges*

Any booking that takes place before 8am or after 11pm is subject to an additional catering service charge of £300 + VAT.

## **5 AUDIO VISUAL (AV)**

The FBA, where possible, should ensure that all requests and requirements for AV equipment/support are initiated at the point of contract so {10-11} CHT can ensure the availability of AV equipment/support.

### *5.1 Amendments and Final AV Details*

No later than twenty-one (21) days prior to the booking, {10-11} CHT will send a copy of the booking sheet to the FBA requesting final details.

Final details are due fourteen (14) days prior to the booking, with final AV graphics/digital content due no later than seven (7) days prior to the booking. Final details include a confirmed AV package or equipment, full AV agenda, final AV graphics/content and other necessary information relating to the booking.

Change requests received within five (5) working days of the booking will be provided on a best-effort basis.

### *5.2 AV Set Up*

All AV equipment will be set up and arranged as confirmed and tested at least 30 minutes prior to the booking start time. Should earlier access be required, please confirm during the reservation process as additional venue hire and staffing fees may apply.

### *5.3 Retention Policy*

At {10-11} CHT we securely store any recorded media for a period of six (6) months. After this time, the data will be permanently deleted unless required by law to retain it longer.

We ensure that all data handling complies with relevant privacy regulations and is accessible only to authorized personnel.

For more information about our data retention policy, please ask {10-11} CHT.

## **6 VENUE REGULATIONS**

### *6.1 Maximum Guest Numbers*

The maximum guest number which {10-11} CHT will accept within the building at any given time is no more than 744 guests\* in total, including the on-site staff from {10-11} CHT, catering and any external suppliers. More than 744 guests\* may be present in the building over the period of a booking or bookings, but not at any one time.

\*744 guests would equate to an exclusive hire of all event spaces in 10 and 11 Carlton House Terrace – which is 248 guests per floor. Room and floor capacities will be stipulated at point of contract and these numbers must not be exceeded unless confirmed with {10-11} CHT. The room capacities based on standard layouts can be found here <https://10-11cht.com/rooms/capacity-table>

### *6.2 Damage or Accident*

The FBA shall be responsible for leaving the premises of 10 and 11 Carlton House Terrace, its fixtures, fittings and furniture intact in the original condition prior to the booking. Any damage shall be liable to either full replacement or repair as charged for by {10-11} CHTs nominated contractor(s).

The FBA agrees to indemnify {10-11} CHT, for any damage to the property of {10-11} CHT and ensure they have sufficient insurance cover for their booking.

### *6.3 Fixtures & Fittings*

The FBA agrees and confirms that nothing is permitted to be glued, fixed, stuck, pinned, nailed/screwed or affixed in any way to the walls, floors, structure, fixtures or fittings either internally or externally at 10 and 11 Carlton House Terrace. In addition, {10-11} CHT must be informed and authorise all items of furniture or equipment being brought onto the premises.

### *6.4 Hazards*

No hazardous substances are to be brought into {10-11} CHT premises.

### *6.5 Candles*

{10-11} CHT permits the use of candles (excluding taper candles) if they are contained. If not provided by an approved supplier, use of candles must be requested in writing to a member of {10-11} CHT and the location of candles may be restricted.

## 6.6 Guest Attendance

It is the responsibility of the FBA to have a complete guest list. Registration of guests must be managed by a member of the FBA team. In the event of an evacuation, an accurate list of guests must be made available to {10-11} CHT Fire Marshalls.

## 6.7 Advertising / Branding

No advertising of {10-11} CHT or The British Academy as an organisation or the premises is permitted without written authorisation from {10-11} CHT. {10-11} CHT reserves the right to cancel any booking should this condition be breached.

Venue hire of {10-11} CHT premises, is not to be interpreted as {10-11} CHT or The British Academy's endorsement of the FBAs opinions and views held or expressed by those organisations and individuals.

## 6.8 Extra Cleaning and Rubbish Removal

The FBA agrees to return the venue in the condition it was provided. Any additional cleaning or rubbish removal required beyond the standard cleaning services will be charged to the FBA. The FBA acknowledges that this may include, but is not limited to, cleaning up after food or drink spills, excessive waste, or damage to venue property. {10-11} CHT reserves the right to charge a cleaning fee based on the extent of the additional cleaning required, which will be determined at the discretion of {10-11} CHT.

## 6.9 The FBA and Guest Behaviour

The FBA agrees to conduct themselves and their guests in a manner that is kind, professional, and respectful at all times during the booking process and booking hire period. The FBA is responsible for ensuring that all attendees comply with {10-11} CHT's rules and regulations, including maintaining appropriate behaviour, refraining from disruptive conduct, and respecting the property and staff. {10-11} CHT reserves the right to remove any individual or group from the premises if their behaviour is deemed inappropriate, disruptive, or unsafe. In such cases, the FBA will not be entitled to any refund, and the FBA may be held responsible for any damage caused by the behaviour of their guests.

## **7 FILMING, PHOTOGRAPHY & PRESS**

The FBAs are required to notify {10-11} CHT if their booking is being filmed or photographed and must provide the details of the photographer and a copy of their Public Liability Insurance with valid cover of £10 million GBP.

The FBAs are required to notify the venue if their booking is being broadcast or livestreamed and if there will be press in attendance, no later than five (5) working days before the booking.

Any filmed or photographed content can only be used for the promotion of or in conjunction with the contracted booking (event, film, show, series, advertisement, or campaign).

{10-11} CHT reserve the right to film or photograph booking set ups and these images may be used for operational or marketing purposes. Please notify {10-11} CHT if you would prefer that your hired room is not photographed.

In line with {10-11} CHT's safeguarding policy, the FBA must ensure they have permission to film vulnerable adults or children under the age of 18.

## **8 APPROVED SUPPLIERS**

{10-11} CHT has a detailed and dedicated list of Approved Suppliers for Audio Visual and Production and Floristry. A full list is available here <https://10-11cht.com/about/suppliers/>

Use of third party suppliers outside of this list is subject to {10-11} CHT being provided with all Risk & Method Statements (as required), Health & Safety Documentation, copies of suppliers insurance certificates including Public and Employers Liability to indemnify {10-11} CHT and The British Academy, and a successful site visit may also be required before this is agreed in writing. Use of suppliers outside of the approved list may be subject to administrative fees, to be agreed prior to contractual agreements.

The FBA shall be liable and responsible, for paying all charges and payments, arising from the contracting of any Approved Suppliers.