

20 Cavendish Square - Room and Venue Hire - Terms & Conditions

Between:

(1) The Royal College Of Nursing (t/a "20 Cavendish Square"), incorporated by royal charter body in England and Wales with registration number RC000459 whose principal office is at 20 Cavendish Square, London, W1G 0RN (20 Cavendish Square); and (2) The company or entity making the booking for room and/or venue hire (the Client).

1. Confirmation of Venue Hire

20 Cavendish Square's acceptance of the Client's booking will take place when 20 Cavendish Square confirms acceptance of the booking in writing (the Booking), at which point the contract will come into existence between 20 Cavendish Square and the Client for the event booking (the Contract) (the Event).

Any booking is considered provisional until 20 Cavendish Square receives a signed copy of the T&Cs from the client, receipt of which will be deemed to be the Client's acceptance of these terms.

20 Cavendish Square reserves the right, at its sole discretion, to refuse any proposed bookings at any time for any reason, without stating a reason, and 20 Cavendish Square will notify the Client of the refusal.

The Client acknowledges that: (i) the Client shall have the right to enter the venue and use the room and/or space allocated for the Event as a licensee only and no relationship of landlord and tenant is created between 20 Cavendish Square and the Client by the Contract; (ii) 20 Cavendish Square retains control, possession and management of the venue and the Client has no right to exclude 20 Cavendish Square from any part of the venue; (iii) 20 Cavendish Square reserves the right to change without notice the room and/or space allocated for the Event to an equivalent room and/or space within the venue; and (iv) the only services the Client is receiving in respect of a Booking are those services expressly stated in this Contract.

At the time of booking the Client shall provide details of the guaranteed minimum number of persons attending the Event on the front page of these Terms and Conditions. The client will provide final expected numbers at least 3 working days prior to event.

2. Deposits and Charges

Unless the client has a credit facility arranged with the venue, 20 Cavendish Square reserves the right to require up to 100% payment of the room hire as a deposit (the Charges). Failure to pay the deposit will result in 20 Cavendish Square cancelling the booking.

20 Cavendish Square shall invoice the Client for the Charges in accordance with the timescales indicated below:

- If the Booking is made more than 30 working days before an event, payment of invoice is required within 30 working days of the invoice date.
- If the Booking is made between 30 working days and 11 working days before an event, payment of invoice is required 10 working days of the invoice date.
- If the Booking is made 10 working days or less before an event, payment of invoice is required immediately.

Any additional charges which become due in relation to the Booking, will be invoiced immediately after the Event has completed and should be paid by the Client as soon as possible and no later than 30 days from receiving the invoice.

All amounts payable by the Client exclude VAT.

3. Cancellations

If the Client wishes to cancel a Booking at any time for any reason, the Client shall notify 20 Cavendish Square in writing.

If the Client cancels a Booking, the following cancellation charges shall apply:

- If cancellation is made more than 60 days prior to the Event, no Charges are payable.
- If cancellation is made between 59 days and 30 days prior to the Event, 50% of the Charges are payable.
- If cancellation is made between 29 days and 15 days prior to the Event, 80% of the Charges are payable.
- If cancellation is made less than 14 days prior to the Event, 100% of the Charges are payable.

If the Client wishes to reschedule a Booking at any time for any reason, the Client shall notify 20 Cavendish Square in writing. 20 Cavendish Square will work with the Client to accept rescheduling a Booking at no additional cost provided the Client has provided reasonable notice and that the proposed new date for the Event is within 6 months of the original date of the Event. Notwithstanding the foregoing, 20 Cavendish Square reserves the right, at its sole discretion to accept or refuse any proposed rescheduling of a Booking. Once the rescheduled date has been confirmed no further rescheduling of the date of the Event will be permitted and the cancellation charges will apply in the event the Client is unable to make the rescheduled date of the Event. If a proposal to reschedule a Booking is refused, the Booking will be treated as a cancellation and the cancellation charges will apply.

4. Force Majeure

20 Cavendish Square shall not be deemed in breach of this Contract or otherwise liable to the Client if it is prevented from or delayed in performing any of its obligations under this Contract by a Force Majeure Event and the time for performance of such obligations shall be extended accordingly, providing that as soon as reasonably practicable after the start of the Force Majeure Event and no later than seven days from its start, it notifies the other party of the Force Majeure Event, the date on which it started, its likely or potential duration and the effect of the Force Majeure Event.

If 20 Cavendish Square is unable to provide an Event due to a Force Majeure Event, 20 Cavendish Square will work with the Client to reschedule the Event to an acceptable alternative date. If an acceptable alternative date for the Event cannot be agreed, 20 Cavendish Square will cancel the Booking and shall refund any Charges paid by the Client, less any costs or expenses already incurred by 20 Cavendish Square or that it anticipates it will incur as a result of the cancellation.

In this Contract “Force Majeure Event” means: any cause affecting the performance by a party of its obligations under this Contract arising from acts, events or omissions beyond its reasonable control, including acts of God, pandemic, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster or unforeseen event.

5. Pandemic Compliance

The Client shall ensure that any visitors, speakers and/or organisers attending the Event (Delegates) shall comply with the Venue Guidelines and Venue Cleaning and Safety Procedures

6. Hospitality

20 Cavendish Square currently provides catering services through its hospitality partner Mayfair Catering, who is solely responsible for compliance with the Food Hygiene requirements and Health and Safety requirements.

Mayfair Catering has the sole right to the provision of the food & beverage services and no external catering may be brought into the venue by the Client or its guests without the prior written consent of the 20 Cavendish Square.

Please note that for any proposed and approved external catering services provider (External Caterer), the Client will need to provide details of the External Caterer’s risk assessment for the Booking and details of its public liability insurance policy of no less than £5 million for each any every claim, and any other information requested by 20 Cavendish Square prior to the date of the Booking.

7. Discounts

20 Cavendish Square offer a discretionary 10% discount off room hire Bookings for registered charities and RCN members. Charity number or RCN membership number will be required at the time of booking in order to receive the discount.

Discounts are given at the discretion of 20 Cavendish Square. Proof of eligibility for discount must be submitted with the booking form.

8. Exhibitions

Exhibition space may be available for events as part of larger Bookings; however, availability and the number of stands is dependent on the room booked and Delegate numbers. This must be agreed with 20 Cavendish Square at the time of requesting a booking to ensure appropriate space is allocated.

One table will be provided per exhibitor – this must be requested by the Client in advance.

The Client shall ensure that any exhibitors and organisers have appropriate insurance in the event of damage sustained by exhibitors and/or exhibition stands in relation to a Booking. The Client shall ensure that any exhibitors have appropriate risk assessments in place.

20 Cavendish Square does not provide storage for goods. The Client shall ensure that no deliveries to the venue are made in relation to a Booking without 20 Cavendish Square’s prior written consent. Information regarding deliveries and collections for Bookings is available in the Organiser’s Information Pack (available on request from 20 Cavendish Square).

The Client shall ensure that all exhibitors must not arrive at the venue before 8 am on the date of the Event unless previously agreed in writing with 20 Cavendish Square.

9. Loss or Damage to Property

All items are brought into the venue at the owners’ risk. 20 Cavendish Square does not accept liability for loss or damage to any items or other property whatsoever brought into the venue in relation to any part of a Booking.

A cloakroom with secure locking systems is located on the lower ground floor and is available for guests to use at their own risk.

Unless otherwise agreed in writing with the 20 Cavendish Square Venue Services Team, the Client must leave the meeting room or area in the condition they found it. The Client shall ensure that it removes all property from the venue at the end of the Event. 20 Cavendish Square may charge the Client such costs, including any removal costs, that it incurs as a result of the Client’s failure to comply with this requirement.

The Client is liable for any damage caused to premises, its furnishings and any equipment or property of 20 Cavendish Square as a result of a Booking and/or Event and will be charged for all damages, including any repair costs.

The Client must ensure that any of property or other items brought into the venue by the Client, a Delegate or any third party engaged by the Client to support the Booking, is freestanding. The venue is a Grade II listed building, and nothing can be attached to the walls, ceilings, doors, pillars, beams, skirting, and covering by any means including blue tack. The Client shall only be permitted to erect any freestanding structures in the venue in relation to a Booking with the prior written consent of 20 Cavendish Square.

10. Audio Visual

Any AV equipment or services required by the Client shall be agreed with 20 Cavendish Square at least 7 days in advance of the date of the Event. If 20 Cavendish Square is required to order additional AV equipment to support a Booking, the Client shall be liable for such costs.

The Client may, with the prior written agreement of 20 Cavendish Square, utilise outsourced AV services as part of a Booking. Any such AV services will be required to comply with the Health and Safety and any other requirements as specified in writing by 20 Cavendish Square. Please note that for any proposed external AV services provider (External AV Provider), the Client will need to provide details of the External AV Provider’s risk assessment for the Event, PAT test certificates and details of its public liability insurance policy of no less than £5 million for each any every claim, and any other information requested by 20 Cavendish Square prior to the date of the Event.

The client will be responsible for any damage to the premises made by the External AV Provider and agrees to cover any costs incurred by the venue.

11. Other Obligations

20 Cavendish Square undertakes to comply with all statutory, local authority, and standards institutions, regulation, standards provisions, requirements, code of practice, recommendations and laws for the times being in force that are applicable to the use of the venue facilities as contracted by the hirer.

20 Cavendish Square shall assist the Client in providing the Event using reasonable skill and care and shall consult with the Client's representative on aspects of the Event where appropriate to do so.

The Client shall not use or allow to be used any gas-supplied heaters, helium balloons, naked flames or anything similar in any part of the Venue.

The Client shall not do or allow to be done anything which would or might bring 20 Cavendish Square into disrepute in any way or which may have a materially adverse effect on the 20 Cavendish Square's or the venue's reputation, interests or standing.

The Client shall ensure that any materials it distributes or displays in relation to a Booking do not incorporate any material that infringes the copyright or any other rights of any third party, including any right of confidentiality or privacy, and that they do not contain any obscene, or defamatory content.

The Client shall ensure that its Delegates or other attendees do not take photographs or videos of the Booking or within the venue without 20 Cavendish Square's prior written consent.

The Client will ensure that the Event will not be conducted and that its guests will not behave in a way which will or may constitute a breach of the law or cause a nuisance. In the unlikely event that the Client is requested to by the 20 Cavendish Square management, the Client must take necessary steps to ensure that members of the event adhere to this. In the event of failure to comply with this request, 20 Cavendish Square management may terminate the event, without being liable for refund or compensation.

The Client shall ensure that only its contact information is provided as part of the RSVP contact information comprised in any invitations circulated for the Booking.

Each party shall comply with all applicable laws and shall not engage in any activity, practice or conduct in breach of any anti-bribery and/or anti-corruption laws including, but not limited to, the UK Bribery Act 2010.

Each party shall cooperate and assist upon request by the other party with any and all dealing with any relevant regulatory authority and shall otherwise cooperate with any regulatory authority.

12. Press Conferences & Marketing

All press conferences and media events are subject to 20 Cavendish Square's prior written approval and must be declared when the booking enquiry is made.

The Client shall not use the "RCN" logo in any of its promotional recourses for the Event without the prior written approval of the RCN. The Client will ensure that any promotional material for the Event does not imply that the Event is endorsed or organised by the RCN.

Please note that the RCN Media Team will be unable to deal with any press queries in relation to the Booking.

13. Limitation of Liability

Nothing in this Contract shall limit or exclude the liability of either party for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation or wilful default; and (iii) any matter for which it would be unlawful to exclude or restrict liability.

Save as provided in this clause 13 above, 20 Cavendish Square shall not be liable, to the maximum extent permitted by law, to the Client for any of the following losses or damage (whether arising in contract, tort (including negligence), strict liability or otherwise, and whether such losses or damage were foreseen, foreseeable, known or otherwise): (i) loss of profit; (ii) loss of goodwill; (iii) loss of business; (iv) loss of business opportunity; (v) loss of anticipated saving; or (vi) special, indirect or consequential damage or loss arising under or in connection with this Contract. 20 Cavendish Square's total liability to the Client in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges paid and/or payable by the Client to 20 Cavendish Square.

Each party shall hold and maintain a policy or policies of insurance providing cover in respect of liability which may arise out of or in connection with this Contract and to provide reasonable cover for all risks that may arise. Such policies shall be provided by an insurer(s) of good reputation and financial standing.

14. Termination

Either party may terminate this Contract with immediate effect by giving written notice to the other party if: (i) the other party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 20 days after being notified in writing to do so; (ii) the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 5 working days after being notified to make such payment; or (iii) the other party suffers an Insolvency Event.

On termination or expiry of this Contract for any reason: (i) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced; and (ii) clauses which expressly or by implication survive termination shall continue in full force and effect.

In this Contract, "Insolvency Event" means in relation to a party: (a) that it is unable to pay its debts or becomes insolvent or bankrupt; (b) that it is the subject of an order made or a resolution passed for its administration, winding-up or dissolution; (c) that it is subject to any proceedings for the appointment of an administrative or other receiver, manager, trustee, liquidator,

administrator, or similar officer over all or any substantial part of its assets; (d) that it proposes or enters into any composition or arrangement with its creditors generally (except for the purposes of a bona fide solvent amalgamation, reconstruction or re-organisation (provided this does not materially reduce the assets of the party)); (e) that its financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy; (f) that it applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986 or (g) that it is subject to an analogous event to the foregoing in any jurisdiction.

15. Data Protection

Each party shall, at its own expense, ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including the Data Protection Act 2018 (and any successor UK legislation).

16. Notices

Any notice given to a party under or in connection with this Contract shall be in writing, and shall be sent to the respective party personally or by prepaid first class post or recorded delivery to: (i) in respect of 20 Cavendish Square, the address specified in this Contract; and (ii) in respect of the Client, the address specified as part of the booking enquiry or, where no such address is given, at its principal place of business. All notices shall be deemed to have been duly received however delivered at 10.00 am on the second day after posting or delivery. This clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.

17. Dispute management

If the hirer has a bona fide dispute in respect or any aspect of the service provided or of the whole or part of an invoice, it shall notify the venue as soon as possible. The parties shall co-operate in good faith to resolve the dispute over any invoice or any other issue as amicably and promptly as possible.

18. General

Assignment - (i) The Client shall not, without the prior written consent of 20 Cavendish Square, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract. (ii) 20 Cavendish Square may at any time assign, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

Variation and Waiver – (i) No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). (ii) A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(iii) A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. (iv) No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Severance – If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract shall continue in full force and effect.

Entire Agreement – (i) 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. (ii) 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

No Partnership – Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

Third Party Rights - This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

Governing Law and Jurisdiction – This Contract and the rights and obligations of the parties to this Contract shall be governed, interpreted and construed solely in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

These Terms and Conditions shall prevail over any Conditions offered by the Customer, unless agreed by 20 Cavendish Square otherwise and in writing.