



RSE Events Venue

Terms and Conditions of Hire

Definitions

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

Event:	Celebratory occasions, Conferences, dinners, lectures, meetings, performances, presentations, receptions, seminars and weddings held in the Foundation's rooms, the date of which has been agreed between you and the RSE.
Event Attendees:	Any person who will be attending your event including staff, guests, performers, speakers and suppliers; or anyone else operating on your behalf.
Facilities:	Any property including rooms and equipment belonging to the RSE.
RSE:	The Royal Society of Edinburgh and its connected charitable trust, the RSE Scotland Foundation.
Services:	Includes audio visual equipment hire and support, catering and other business services.
We; us; our:	The Royal Society of Edinburgh and its connected charitable trust, the RSE Scotland Foundation.
You; your:	The person, organisation or company who will be hiring and using the RSE conference centre facilities and services

1. Who is this contract between?

a) The contract is between you and us. You accept responsibility for paying all charges, including any extra charges, arising under the contract. The contract is subject to and construed and interpreted in accordance with the laws of Scotland and any relevant regulations of the RSE. You may not transfer your rights or responsibilities under the contract to any other person or organisation.

2. Making a Booking and Booking Deposit

a) All bookings made with us are granted strictly for the purposes agreed and will be accepted only on that basis, and following receipt of the Contract signed by you. You may also be asked for a non-refundable deposit of 25% of the charges applied in the Contract. No booking will be confirmed until we have received a signed Contract and, if requested by the RSE, the non-refundable 25% deposit.

b) Once you have confirmed to us you wish to make a booking, and the specific arrangements for your event, we will set the details out in the Contract and will send it to you for signature, together with an invoice for the deposit (if this applies). We will provisionally hold the facilities and services you have requested from the date the Contract is issued, and will inform you of the date on which the provisional booking will lapse. No provisional booking will be held for more than 28 working days. If we hold a provisional booking and you have not yet returned the contract, we will contact you if another client wants to book out the same rooms, and will give you 24 hours to respond before letting it to another client.

c) You will sign the Contract and return it (and the deposit payment if it applies) to us by post, fax or email. If we do not receive the Contract (and the deposit payment if it applies) by the provisional booking deadline we have set, we will release the provisional booking held. Should this happen, you will not be charged for the provisional booking.

d) On receipt of the Contract and deposit (if it applies) we will confirm, by email, your booking and receipt of any non-refundable deposit you have paid.

e) 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(s).

3. Final Invoice

a) After the event, we will send a final invoice to you for the balance of all final charges for the facilities and services set out in the Contract. You will pay in sterling, to the address shown on the invoice, within 28 days of the date of the invoice. If you do not pay the invoice in full and on time, a reminder that may include a 10% non payment surcharge will be issued. After that time, we reserve the right to withdraw any discount that may have been granted. We may also charge you interest at 2% over the base rate for borrowing then applied by the Royal Bank of Scotland PLC on all outstanding sums and any other relevant costs incurred by us as a result of your default.

4. Altering the Contract

a) We will accept alterations to the Contract up to 7 working days before your event. Please note that you will, if we require it, still have to pay for any cancelled items in accordance with the terms of clause 5. After that time we 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.

b) If you do alter the Contract, we will issue a revised Contract, which you will sign and return to us. The revised contract will only take effect when received by us and if it is received by us no later than 7 working days before your event. The revised contract will include details of all previous and new facilities and services agreed, and any cancelled.

c) 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 offer are suitable for your purposes as you explained them to us when you made the booking. There will be no extra charge to you if we alter your facilities or services.

5. Cancellation

a) If you decide to cancel or postpone your booking, or alter facilities and services you have agreed to pay for in the Contract, you will be liable to pay charges for any facilities or services that we cannot re-sell despite using reasonable efforts. You will pay in full for any facilities or services in the Contract that you do not cancel, whether or not you use them. The level of charge to be applied will depend on the amount of notice you give us, calculated from the following table:

Written notice received by us (letter or email) % of contracted revenue to be charged (Original)

More than 57 working days before the first day of the event	No charge over and above any non-refundable deposit paid
29 to 56 working days (inclusive) before the first day of the event	50%
8 to 28 working days (inclusive) before the first day of the event	75%
Up to 7 working days before the first day of the event	100%

b) The cancellation charges referred to above represent a reasonable pre-estimate of the net loss that will be incurred by the RSE, based on previous experience, including but not limited to lost time, costs and expenses due to cancellation.

c) We will tell you the final cancellation charges once we know whether or not we have been able to re-sell the facilities or services cancelled.

d) We reserve the right to cancel the Contract for reasons that are beyond our control. If this happens we will use all reasonable efforts to offer you an alternative. We cannot accept responsibility if we cannot provide facilities or services because of any cause which is beyond our control.

e) We reserve the right to cancel the Contract without liability to you if you are in arrears of previous payments or the RSE becomes aware of any significant change in your circumstances that would adversely affect the reputation of the RSE should your Event proceed.

6. Opening and Closing Times

a) The RSE rooms are available for hire Monday – Sunday from 08.30 until 23.00.

b) All events in the building will start and end at the time agreed in the Contract, and all your event attendees will have vacated the building no later than 30 minutes following the end of the event as stated in the contract. We will charge you for any facilities or services used out-with the times agreed in the Contract. Facilities and services used out-with the times agreed in the Contract will be charged on a per hour basis.

7. Organising Food and drink

a) You are required to use our appointed caterer.

b) You and your event attendees are not permitted to bring food or drink in to our premises without our agreement.

c) It is your responsibility to inform us of final catering numbers for your event, no less than 3 working days prior to your event. Fail to do so you will be charged in full for your final numbers agreed with you before.

8. Animals and pets

a) No animals or pets of any kind, except guide dogs, are allowed on our premises.

9. Behaviour of Event Attendees

a) You will make sure that your event attendees behave in such a way that they do not cause a nuisance or unreasonable disruption to the RSE, our Fellows, our employees, our service providers or to anyone else using or visiting the RSE. Should any of your event attendees refuse to, or appear unwilling to alter any aspect of 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

a) You agree to pay any loss or liability of any kind to us or any other person caused by you or any of your event attendees and to indemnify the RSE in full against all injury (including death) to any persons or loss of or damage to any property which may arise out of any negligence, act of omission by you or your event attendees while attending your event at the RSE.

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

11. Services provided by other parties

a) Only persons or organisations named in the Contract may provide services for your event.

b) The RSE cannot accept any liability for any costs connected with services you arrange directly with other providers.

c) If you ask us to arrange services to be provided directly by any other person or organisation and we agree to this, any resulting contract will be between you and the person or organisation providing the service, unless we specifically agree otherwise. We will treat the person or organisation providing the service as your event attendee.

12. Using RSE name without permission

a) You may not use the name of the RSE, our logo, or any photographs of our premises, internal or external, without our prior written permission.

13. Security

a) You will be liable for all aspects of security surrounding your event.

b) You will provide a full list of event attendees no later than three working days before the first day of your event. The list will clearly distinguish between VIPs, guests, speakers, staff and suppliers etc. This information will be treated in strict confidence. If any of the event attendees are security-sensitive, you will inform us. If their presence necessitates additional security, the RSE reserves the right to charge an additional fee in respect of additional costs and expenses incurred as a result.

c) For events of more than 15 people, you must provide a member of your staff to stay in the RSE reception area to monitor your delegates on arrival and departure from the building. For events of less than 15 people the RSE receptionist will do it on your behalf, if required.

14. Performing Rights Charges

a) If your event involves activities which are subject to the laws governing performing rights, you must inform us about this no later than 14 working days before your event. We will then organise the license for this purpose. Any fee for obtaining this licence will be added into your final invoice. Information on performing rights can be obtained from the Performing Rights Society, 3 Rothesay Place, Edinburgh EH3 7SL (Tel: 0845 300 6033)

15. Health & Safety

a) We comply with statutory requirements governing, licensing, health and safety and entertainment. You are therefore responsible for ensuring that all your event attendees comply with all laws and byelaws relating to these requirements, and with our Health and Safety policy and procedures. A copy of our Health and Safety policy and procedural manual can be obtained from our Director of Corporate Services (tel. 0131 240 5000). If you fail to comply with these Health & Safety obligations, it may result in the termination of the Contract.

16. Prices and Discounts

a) Prices quoted for your event are subject to change, and all charges are based on the prices which apply when the facilities or services are requested.

b) Upon request, the RSE may agree to offer a discount to charities, learned bodies or educational institutions. Please note that this request must be made before the contract has been drawn up. Where a discount has been granted, the RSE will confirm this in the Contract.

17. Complaint Procedure

a) If you have a complaint against the facilities or services provided by the RSE Scotland Foundation Events Venue during your event, or about any of the arrangements relating to the event you should contact the Venue Manager (0131 240 5034).