

The following Terms and Conditions together with all information of a contractual nature relating to conferences, exhibitions, meeting room hire or events (referred to as 'Conference/s' in these Booking Conditions) contained in our applicable current brochure, website, booking form and information sheet(s) form the basis of the contract between Charles Darwin House (referred to in these Booking Conditions as "CDH," "we" or "us" as appropriate) and you, the person or organization making the booking. It is important that you know that the contract is with you and not any other person or organisation you book rooms, meals or facilities for. You will be responsible to CDH for the behaviour of and proper performance of these Booking Conditions by the persons attending your Conference (referred to as 'delegate/s' in these Booking Conditions).

Definitions

'CDH' and 'we' or 'us' and 'our' means Charles Darwin House, Conferences, Exhibitions and Events, 12 Roger Street, London, WC1N 2JU. 'The Client' and 'you' and 'your' means the organizing body/company and organizer responsible for the commissioning of and payment for the event. The 'Contract' means the agreement between the CDH and the Client for a specific booking or series of bookings. These Terms and Conditions will form part of the Contract, together with any other terms stated in the Contract.

Confirmation of your booking

- 1) CDH may agree to you making a provisional booking. You may cancel provisional bookings without penalty. While we hold your provisional booking, we will not allocate the facilities that you have provisionally booked to other customers without informing you.
- 2) We will confirm your booking on the basis of these terms and a Contract signed by you and us. A deposit of 10% is required to secure the function. 40% of the cost of room hire shall be payable 30 days before the date of the event. The balance of the charge will be invoiced after the function has taken place.
- 3) The Contract will clearly state the facilities, AV equipment supplied, and catering, including the numbers that you have booked and will include a clear statement of any other arrangements that have been agreed between you and us.
- 4) You must sign the Contract and return it to us by post or fax, within 30 days of making a provisional booking. If we do not receive the signed Contract within this period we reserve the right to release your provisional booking and re-sell the space and facilities held.

Reductions and Other Amendments by You

- 5) The function has been booked for a minimum of people, as detailed in the accompanying Contract. The final numbers must be confirmed ten working days prior to the date of the event. See clause 8.

Amendments to numbers and/or arrangements must be confirmed to us in writing.

- 6) Reduction in the duration or contracted value of the booking shall be subject to our Cancellation Policy.
- 7) No charges will be made for any reductions in numbers of up to 10% from those stated on the Contract, providing we receive from you written notification of such reductions at least ten working days prior to arrival.
- 8) Should a reduction in numbers of more than 10% from those stated in the Contract be made at any time prior to the event, we will use reasonable efforts to re-sell any facilities and services released, to a similar value. In the event that the released facilities and services cannot be re-sold, then any reductions of more than 10% from those stated in the Contract shall be subject to our Cancellation Policy.
- 9) Final numbers, within the terms stated in clauses 7 and 8, must be notified to us ten working days prior to arrival. These will be the minimum number for which you will be charged.
- 10) Should you make significant changes to the programme or the expected numbers, this may result in amendments in the applicable rates and/or facilities offered by us.

Cancellation by You

- 11) In the unfortunate circumstances that you have to cancel or postpone your confirmed booking at any time prior to the event, we will make reasonable efforts to re-sell the facilities on your behalf.

Cancellation Policy

Our Cancellation Policy is that in the event of you cancelling the booking more than 10 working days prior to the event, you will pay us 90% of the full amount payable under the Contract for the contracted hire and Day Delegate Rate (DDR), and 65% on additional contracted catering and bar/wine/beverage revenue, being the net income displaced by the cancellation, from the Contract date. Cancellations received 10 working days (or less) before the event will be 100% on contracted room hire and DDRs, and 65% on additional contracted catering and bar/wine/beverage revenue, being the net income displaced by the cancellation

- 12) Any cancellation, postponement or partial cancellation should be advised to CDH in the first instance in writing your intention to cancel your event.
- 13) Definitive cancellation charges due, can only be confirmed to you after the intended date of your event, when we shall reduce the charge by the net income on any alternative business we have been able to secure on your behalf.

Amendments or Cancellation by Us

- 14) Should we, for reasons beyond our control, need to make any amendments to your booking, we reserve the right to offer alternative facilities. If no alternative facilities are available, you will instead be refunded the amount you have already paid towards your booking.
- 15) Our acceptance of your booking is on the understanding that circumstances beyond our reasonable control may prevent us from meeting our obligations at the relevant time in which case we will not be liable for any loss suffered by you or any third party.
- 16) We may cancel the booking:
 - (a) If the booking might, in our opinion, prejudice our reputation.
 - (b) If you are more than 30 days in arrears of payments for previous events held at CDH.
 - (c) If we become aware of any significant alteration in your financial situation.

Arrival/Departure

- 17) The meeting rooms are available for the time shown on your contract. Any extension may incur additional charges.

Charges and Payment

- 18) Payment of accounts is due 28 days following the date of invoice. Payment must be made in pounds sterling.
- 19) In the event of payment becoming overdue, interest at the greater of (i) 8% and (ii) 4% over base rate for the time being in force of Barclays Bank plc at the date when payment became due may be added to your account for each month or part of month that the account remains unpaid.
- 20) All accounts are subject to VAT at the current rate.

General

- 21) Our acceptance of a booking is made solely with you and the booking may not be transferred to an agent or third party without our written agreement.
- 22) We reserve the right to approve any externally arranged entertainment, services or activities that you have planned and cannot accept liability for any resultant cost. You must inform us of any plans and we will provide you with the document which sets out the provisions which must be met by you and your contractor.
- 23) We calculate our charges on the basis that we will provide all food and drinks that you and your party need. Your party must not bring food or drinks onto our premises to eat or drink here without our agreement. We will charge corkage or equivalent

charges for all drinks or food brought onto and consumed on our premises.

- 24) No animals or pets of any kind, except guide and hearing dogs, are allowed on our premises.

Liability

- 25) You are solely responsible for any damage to our property, grounds or to any contents in our property or grounds that is caused by you or any attendees to your event. You agree that you will reimburse us for any such damage caused, including but not limited to the cost of any special cleaning.
- 26) You must arrange event insurance based on your minimum payments to us under this Contract to cover potential loss arising from disruption to your event including but not limited to cancellation, curtailment or abandonment or other disruption due to reasons beyond your or our reasonable control. You will provide a copy of such insurance policy to us on request. We will not be liable for any loss caused by any breach of any policy condition by you. If you decide not to arrange event insurance then we shall have no liability in respect of any loss sustained as the result of the absence of event insurance and you will be liable in respect of any loss, expense or liability which could have been covered by event insurance had this been taken out.
- 27) You must obtain, and procure that any sub-contractor you engage to assist in your event obtains, Public and Product Liability Insurance in relation to your event. You will provide, and procure that any sub-contractor provides, us with a copy of such insurance policy on request.
- 28) Nothing in this Contract shall limit or exclude our liability for:
 - (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) any other matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 29) Subject to clause 15 and clauses 25 to 28:(a) we shall not be liable to you for any theft, loss or damage to any property (including without limitation any film, video or audio / visual material, or to motorcars), except to the extent that this is caused by our negligence;
 - (b) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract; and

- (c) our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed either:
- (i) the value of this Contract; or
 - (ii) in relation to a public liability claim where we are held liable, the amount that is recoverable under any valid insurance policy that we may hold for such a claim.
- 30) We warrant that we will provide our services under this Contract with reasonable care and skill. Except as set out in this Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 31)
- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
 - (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 32) You are responsible for, and must arrange insurance to protect you and your event against cancellation or abandonment with a minimum sum insured based on the anticipated payments to us. We recommend that your insurance includes cover for the nonappearance of speakers or delegates, property damage at or to the venue or its contents, third party bodily injury and third party damage. We do not accept liability for this.

The cancellation policy of CDH as detailed in clauses (5)-(13) is final, irrespective of the reason for cancellation by you. This includes nonappearance of speakers, delegates or equipment, as caused by adverse weather conditions, Acts of God, Acts of Terrorism, and transport strike action and breakdown.

E-mail: CDHConferenceSuite@charlesdarwinhouse.org
Charles Darwin House,
12 Roger Street,
London, WC1N 2JU

The representative appointed by the client for this event is the contact name listed at the start of this document. All correspondence in relation to this event shall be through the aforementioned representative unless a change of this contact is made in writing and authorized by the above.

The signature of this Contract and conditions indicates your acceptance of them.

This Contract and conditions and the documents referred to in them constitute the entire contract between you and Charles Darwin House. Please sign and return this document, retaining a photocopy for your records (together with your deposit)

I/WE AGREE TO COMPLY WITH THE CONDITIONS HEREIN. PLEASE PROVIDE THE ADDRESS TO WHICH THE INVOICE SHOULD BE SENT FOR PAYMENT.

Name (on behalf of the client):	Signature:
Organisation:	Position in Organisation:
Date Signed:	
Name (on behalf of CDH):	Signature:
Organisation:	Position in Organisation:
Date Signed:	

Booking Form

CONTACT INFORMATION

Event Name:		Date Generated:	
Organization Name:		Ref:	
Event Organizer Name:		Telephone:	
Contact Address:		Email:	

EVENT INFORMATION

Date of Event:	Start Date	to	Finish Date
Event Type:	Conference/Workshop/Training Seminar/Committee Meeting/etc.		
Booking Status:			
Minimum Numbers:			

BOOKING DETAILS

Room Booked	Date	Start and Finish Times	Room Layout x People	Net Rate (PP or Per Room)	VAT	NET Subtotal

CATERING REQUIREMENTS

Room to be Served in	Date	Start and Finish Times	Type of Catering x People	Net Rate Per Person	VAT	NET Subtotal

ADDITIONAL INFORMATION
