

ROOM HIRE - TERMS & CONDITIONS

Your agreement for the hiring of rooms at The Davidson Building, 5 Southampton Street, London WC2E 7HA (the "Premises") is subject to the following conditions (the "Conditions"):

1. CONTRACT

- a. These Conditions together with the Booking Form represent your (the "Client") contract (the "Contract") with The British Computer Society ("BCS") in relation to hire of such room as may be designated by BCS at the Premises (the "Room").
- b. The Client shall return the signed Booking Form by the date requested in order to confirm the Event (the "Confirmation"). Failure to do so may result in BCS cancelling the booking.
- c. BCS grants to the Client licence to use the Room during the hours set out in the Booking Form (the "Duration") for the purposes of the forthcoming event detailed in the Booking Form (the "Event").
- d. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by the BCS London Facility Manager, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2. AMENDMENTS AND FINAL NUMBERS

- a. Provisional numbers of guests attending the Event are to be advised at the time of Confirmation.
- b. Not less than 5 days prior to the Event the Client shall confirm in writing the number of guests attending, the names of attendees, final details on timing and any special instructions.
- c. BCS must approve the number of guests attending the Event and can in its absolute discretion limit the number of guests permitted to attend the Event.
- d. Notwithstanding the fact that a Room has been allocated to the Client, BCS reserves the right to change the location of the Event to an alternative room which in the opinion of BCS would be suitable.

3. FACILITIES AND EQUIPMENT

- a. Subject to availability, BCS can provide the facilities and equipment set out in the Event Sheet ("BCS Facilities").
- b. BCS undertakes to provide only those BCS Facilities agreed in writing at least 5 days prior to the Event.
- c. Office services, data processing and secretarial assistance cannot be provided.
- d. At the time of Confirmation, the Client shall advise BCS of any BCS Facilities they require for the Event.
- e. At the time of Confirmation the Client shall inform BCS if they wish to bring in and use any equipment, other than BCS Facilities, at the Event. Where BCS consents in writing to the use of such equipment, the Client shall be responsible for the security and insurance of such equipment, for obtaining all consents and

necessary licences, for its prompt removal at the end of the Event and compliance with current Health & Safety standards.

4. CHARGES

- a. All charges for the provision of Facilities shall be based on the current Room Hire Rates and shall be inclusive of VAT. The Client will pay the room hire rate at the time of booking to secure the room.
- b. Charges for food and beverages shall be based on the amount ordered or, if greater, the amount actually supplied.
- c. The Client shall pay all balances outstanding on presentation of the invoice from BCS.

5. CANCELLATION BY BCS

- a. The Contract is subject to the Room not being required by BCS for its own purposes. If the Room is required by BCS for its own purposes, then BCS reserves the right to cancel the Contract without notice and without any liability to the Client.
- b. BCS may cancel an Event without notice and without any liability to the Client if:
 - i. The Premises or any part of them have to be closed for reasons beyond BCS's control.
 - ii. The Client becomes insolvent or is adjudicated bankrupt.
 - iii. The Client is already in arrears with any payment to BCS.
 - iv. The Client is in breach of any of these Conditions and fails to rectify such breach within a reasonable period from the date of BCS's notice.In the event of any cancellation, any Deposit paid by the Client will be refunded.

6. CANCELLATION BY THE CLIENT

- a. Where the Client cancels the Event, BCS reserves the right to offer no refund on full payment taken.
- b. The Client also agrees to reimburse BCS for any costs incurred with third parties in respect of any cancellation.

7. PAYMENT

- a. All accounts incurred will be invoiced and payment is due on presentation of an invoice from BCS. Any queries relating to the invoice do not affect the Client's liability to make payment of the outstanding balance.
- b. The Client agrees to pay BCS for the provision of any Facilities not agreed at the time of Confirmation, but which are made available at the request of the Client at any time before or on the day of the Event.
- c. BCS reserves the right to make additional charges in the event of the Client exceeding the agreed Duration.
- d. BCS reserves the right to charge interest on overdue amounts at the rate of 3% above the base rate of Barclays Bank plc.

8. OUTSIDE SERVICES

The prior consent in writing of BCS must be obtained:

- a. If the Client wishes to contract directly for the services of a third party in connection with the Event.
- b. For any display that the Client wishes to put up in the premises of BCS. As a condition of any consent being granted the Client must agree to take down the display promptly after the Event and make good to BCS's reasonable satisfaction any damage caused.

9. BCS LIABILITY

BCS does not accept liability for any failure to provide the contracted services for reasons which are due to circumstances beyond its control, including (but not limited to) failure of gas, electricity or water supply, delays to the postal service, industrial action, failure of plant or equipment or building evacuation.

BCS shall not be liable for:

- a. Damage to, or loss of, any property belonging to or in the care or custody of the Client, its guests, servants, agents or other attendees to the Room.
- b. Death of or injury to the Client, his guests, servants, agents or other attendees to the Room, except where and to the extent that such an injury is caused directly by the negligence of BCS.
- c. Any losses, claims, damages, actions, proceedings, costs or expenses or other liability incurred by the Client, its guests, servants or agents in the exercise, purported exercise or breach of any rights granted by this Contract.

10. LIABILITY OF THE CLIENT

The Client shall be liable for and shall indemnify BCS and keep BCS indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability (including consequential loss or damage) arising in any way from this Contract, any breach of the Client's Obligations or the exercise, purported exercise or breach of any of the rights granted to the Client in this Contract.

11. CLIENT'S OBLIGATIONS

The Client agrees and undertakes to:

- a. Ensure that persons attending a meeting observe these Conditions, do not commit any nuisance, disturbance, damage, annoyance, inconvenience or interference to the Premises or any adjoining or neighbouring premises and comply with all reasonable requests of BCS staff.
- b. Comply with all security, fire and other regulations and statutory requirements relating to the Premises and not commit any illegal acts.
- c. Not carry out any electrical or other works, use their own electrical equipment or fix anything to the floors, ceilings, walls or any other part of the Premises without BCS's prior written consent.
- d. Not bring any inflammable, noxious or dangerous items onto the Premises and remove any items promptly when requested to do so.
- e. Not to bring or to consume any food or beverages on the Premises other than those supplied by BCS. Where, with BCS's written consent, the Client consumes their own beverages on the Premises, a corking charge will be applied at BCS's discretion.

- f. Not to carry on any betting, gaming or auction activity on the Premises.
- g. Not to use BCS name or logo on promotional or other literature or tickets, except in such form as may be previously agreed in writing by BCS, nor make any representation or create any inference which might indicate that the Event is an official BCS function.
- h. Not to display any notices, signs or other devices or leave any brochures or other literature on or about the Premises.
- i. Not to use BCS address, telephone number or fax number on company letterheads, brochures or other literature.
- j. Pay the cost of any electricity used which is additional to that normally used in the heating and lighting of the Premises.
- k. To supply and keep updated a list of attendees for the Event to BCS.
- l. Not to cause any damage to the Premises and forthwith to make good any damage caused at its own cost and to the reasonable satisfaction of BCS.
- m. Only to use the Premises for the purpose of the Event.
- n. To leave the Premises in a clean and tidy condition and with vacant possession at the end of the Duration.
- o. Not to impede in any way the officers servants and agents of BCS in the exercise by them of BCS's rights of possession and control of the Premises.

12. SAFETY

BCS is legally bound to ensure that the Premises and those using them are not exposed to any damage or risks as defined under Health and Safety at Work etc Act and related Regulations or legislation concerning the control of substances hazardous to health (COSHH). In those contexts the following rule applies:

If during an Event the fire alarm sounds, it is the responsibility of the Client to lead their group out of the Premises to the assembly point located at the corner of the Strand and Exeter Street where they must report to the London Facility Manager or BCS Receptionist. The Client will be asked for an assurance that the group are all accounted for.

13. BOOKINGS

- a. Any Room may not be booked for more than five consecutive days.
- b. For ease of administration, the Client must at the time of Confirmation provide an estimate of the number of persons attending the Event.

14. GENERAL

- a. No variation to this Contract shall be effective unless in writing and signed on behalf of BCS and the Client.
- b. The benefit of this Contract is personal to the Client and is not assignable and the rights given to the Client may only be exercised by the Client.
- c. BCS gives no warranty that the Premises are legally or physically fit for the purposes specified in this Contract.