



BMA House

## BMA HOUSE TERMS AND CONDITIONS FOR EVENTS



### 1. DEFINITIONS

- 1.1 'BMA House' means the property for which a contract is agreed.
- 1.2 'BMA' and 'We' means the British Medical Association, a company registered in England & Wales No. 00008848, having its registered office at BMA House, Tavistock Square, London WC1H 9JP, who is the owner and manager of the property i.e. BMA House.
- 1.3 'Client' and 'You' means the 'Individual' or 'Business' (i.e. the sole trader or the authorised officer of the company) who is responsible for commissioning and paying for the Event.
- 1.4 'Event' means any type of booking that is using any area of BMA House, public space and facilities.
- 1.5 'Event Agreement' means the document containing all costs and preliminary operational details relating to the Event.
- 1.6 'Booking Sheet' means the document containing all costs and final operational details relating to the Event.
- 1.7 'Agreement' means the agreement between BMA and the Client for a specific booking or a series of bookings for an Event. These terms and conditions form part of the Agreement, together with any other specific terms stated in the Event Agreement (as superseded by the Booking Sheet).
- 1.8 'Working Day' means Monday to Friday 9 am to 5 pm.
- 1.9 'Primary Room' means the main room hired for the Event
- 1.10 'Packages' means a booking consisting of a combination of one or more of the following services: Room Hire, Catering, Audio Visual Equipment and Ancillary Services.

### 2. CONFIRMATION BY CLIENT

- 2.1 Your Event will be subject to vetting in accordance with BMA policy. You are required to:
- answer the vetting questions listed in the Event Agreement;
  - review and sign these terms and conditions, and the attached Event Agreement; and
  - return these documents by fax, email and/or post to BMA at the address specified, within seven (7) Working Days of the Agreement Issue Date or by the date otherwise agreed and if such time is not available prior to the date of the Event, within a maximum of two (2) Working Days.
- 2.2 We reserve the right to release these facilities if the signed Agreement and relevant pre-payment(s) are not received by the BMA by the required date. If other enquiries are received for the same dates the BMA, at its sole discretion, may contact you asking for confirmation.
- 2.3 Once both You and We sign the Agreement, all provisions reserved on your behalf will be confirmed and therefore subject to the terms and conditions of the Agreement. We will only accept changes that are of greater value.

### 3. SERVICES

- 3.1 BMA grants a licence to the Client to use its premises strictly for the purpose of the Event as stated in the Event Agreement and Booking Sheet. The facilities contracted for are to be used exclusively by the Client and its subsidiaries, and resale of the facilities is not permitted without prior written consent from BMA.
- 3.2 A **Room Hire** charge is payable for each room booked. The maximum capacity of each room must not be exceeded (details available on request).
- 3.3 Charges will also be applied to any or all of the following services requested by the Client:

- Only **Audio-Visual Equipment** provided by the BMA must be used. Written confirmation of AV equipment requested for hire from the BMA must be received by the BMA at least ten (10) Working Days prior to the Event, and if such time is not available prior to the date of the Event, every reasonable effort shall be made to meet the request.
- All **Catering** must be provided by the BMA's nominated caterer. Written confirmation of the Client's choice of food & beverages and service style must be provided to the BMA at least ten (10) Working Days prior to the Event, and if such time is not available prior to the date of the Event, every reasonable effort shall be made to meet the request. In exceptional circumstances where an alternative caterer is required (e.g. for religious purposes) Supplementary Terms and Conditions are applicable and shall be attached hereto as a Schedule.
- Business Services** (including but not limited to telephone calls, facsimile, photocopying) are not included in the Room Hire charge and will be separately itemised on the Client's invoice.
- Ancillary Services** (including but not limited to entertainment, florist and cake-maker). The Client is responsible for promptly notifying the BMA of its request for Ancillary Services. In such circumstances the following applies:
  - Where BMA sources the external supplier at the Client's request, this will be subject to the availability and terms of trade of the supplier.
  - Any contractor, agent or subcontractor engaged by the Client shall be subject to the BMA's prior approval and is required to have adequate insurance. The BMA cannot accept liability for any resultant cost.

### 4. EVENT DETAILS

- 4.1 You, the Client, acknowledge that You are responsible for providing full written details of the Event.
- 4.2 The Event Agreement shall specify details of Room Hire, minimum menu spend, as well as the anticipated number of guests you expect to attend the Event and the minimum number of guests We will accept for the Event.
- 4.3 Prior to the Event a Booking Sheet will be sent to You, containing the existing information stated on the Event Agreement along with any additional Services requested.
- 4.4 All final details charged for the Event will be on the Booking Sheet, which will supersede the Event Agreement.
- 4.5 The Client shall pay BMA for any food, beverages and other services not provided for in the Booking Sheet but made available on request of the Client during the Event.
- 4.6 The final number of guests attending must be notified at least three (3) Working Days prior to the Event. Any changes after this time will only be accepted at the sole discretion of BMA.
- 4.7 Any amendments to the arrangements as detailed in the Event Agreement and Booking Sheet shall be notified to BMA at least three (3) Working Days prior to the Event. Any changes after this time will only be accepted at the sole discretion of BMA.
- 4.8 The chargeable amount will be calculated according to the highest of either the minimum number or the final number of guests attending the Event.
- 4.9 The Event space allocated is dependent on guest numbers. If either the Anticipated or Final Numbers drop below the minimum number BMA reserves the right, at its sole discretion to change the event space allocated.
- 4.10 Any special dietary requirements should be notified to BMA at least ten (10) Working Days prior to the Event.
- 4.11 The Event shall start and finish at the time set out in the Event Agreement and Booking Sheet, failing which the Client shall be liable for additional changes.

- 4.12 The Client may not bring any food or beverage to BMA House for use during the Event, unless agreed in writing in advance with BMA (additional disclaimers and charges shall apply at the sole discretion of BMA).
- 4.13 In the interests of food safety and hygiene, it is against BMA policy to allow any leftover food to be taken off the premises by You or any of your guests, employees, agents, contractors and subcontractors

### 5. USE OF PREMISES

The Client shall ensure, and procure that its guests, employees, agents, contractors and subcontractors also ensure, the following:

- 5.1 Compliance with statutory laws including licensing and entertainment provisions relevant to the Event.
- 5.2 No claim of endorsement by the BMA is made as the Room Hire does not carry with it any such implied endorsement.
- 5.3 The BMA name is not used in a manner which:
  - suggests that the Event is an official BMA event, or
  - implies the BMA's support or approval of the Client, the Event, or any views and opinions expressed during the Event.
- 5.4 The name and logo of both the BMA and BMA House is not used in any form without the prior written consent of the BMA and/or BMA House (such consent shall be at the absolute discretion of the BMA and/or BMA House).
- 5.5 Invitations to an Event held at BMA House carry the RSVP address of the Client and not that of the BMA. The Client may only use the name of both the BMA and BMA House to indicate where the Event is, or was, located, in any associated, literature, advertising, public relations or promotional activity, or in any subsequent advertisement of any product or service discussed at any event.
- 5.6 Photographs shall not be taken and video recordings shall not be made at BMA House without the BMA's prior written consent. Where such consent is given, it is the Client's responsibility to obtain any necessary copyright or other consents beforehand.
- 5.7 Fire and emergency exits and routes must not be obstructed. Fire and emergency instructions are displayed throughout BMA House and fire alarms are tested at 11am each Monday.
- 5.8 Compliance with the BMA's strict no smoking policy at BMA House.
- 5.9 Immediately report any accident occurring at BMA House to the BMA Events Team or security.
- 5.10 The Event is conducted in a safe and orderly manner, with no risk of the following arising:
  - interference with any other person's enjoyment or use of BMA House;
  - damage caused to BMA House or other BMA property;
  - infringement or possible forfeiture of any of the BMA's licences or other permissions relating to the use or occupation of BMA House; or
  - nuisance caused nor inappropriate acts undertaken. For the avoidance of doubt, any statement or conduct that (at BMA's absolute discretion) is defamatory, racist, likely to cause or stir any threatening behaviour or may bring the BMA's name into disrepute, shall not be appropriate.
- 5.11 Compliance with the BMA's security arrangements and systems and directions of its security and other BMA staff.
- 5.12 In relation to wedding ceremonies conducted at BMA House, ensure the appropriate arrangements are made with Camden Council. Details are available on request.
- 5.13 A current Portable Appliance Testing (PAT) certificate for any portable equipment brought to BMA House.
- 5.14 The following shall not occur without the prior written approval of the BMA:
  - Sub-licensing or shared occupation of a room or any part thereof;
  - Affixing anything to the walls, ceilings, floors or pillars of BMA House by nails, screws, drawing pins, tape or other means; and
  - Use of public areas of BMA House for registration of guests or display of promotional

materials or for display of company notices or materials.

5.15. For the avoidance of doubt, all attendees or guests must comply with the terms of Clause 5 whilst at BMA House. Where there is non-compliance with these terms BMA reserves the right (at its absolute discretion) to refuse entry to a guest and/or to remove them from the premises

**6. CREDIT**

6.1 BMA reserves the right to check the Client's credit status at any time. By signing this Agreement You expressly consent to the BMA conducting any such checks.

6.2 BMA reserves the right to refuse your Event if the credit reference is negative.

**7. PAYMENT TERMS**

You shall ensure, in accordance with Clause 2.2, that payment is received by the BMA before the Event.

7.1 For all Events (with the exception of Packages), a first pre-payment shall be paid by the Client for the value of Room Hire of the Primary Room for your Event fourteen (14) days from the date of the invoice. This pre-payment is non-refundable and non-transferable. Where the main purpose of the Event is for a conference, the value of the Room Hire is VAT-exempt. Where the main purpose is a catered Event the value will be subject to VAT at the applicable rate.

7.2 A second pre-payment shall be made for 100% of estimated Event charges due for payment fourteen (14) days prior to the Event. These charges are subject to VAT, except hire of additional rooms which are not for the purpose of Catering

7.3 Final payment is due fourteen (14) days of date of invoice for any items not included on the second pre-payment invoice i.e. last minute increase in numbers, extra services required on the day of the Event.

7.4 For bookings made within six (6) weeks of the Event taking place a pre-payment shall be made up-front for 100% of estimated charges for the Event (based on minimum numbers in the Event Agreement). Final payment shall be made within fourteen (14) days of date of invoice as detailed in Clause 7.3 above.

7.5 In relation to Packages:

(a) A pre-payment (non-refundable and non-transferable) of 25% based on the minimum numbers on the Event Agreement is due for payment fourteen (14) days of the date of invoice;

(b) The remaining 75%, and charges for any additional services, is due for payment fourteen (14) days prior to the Event;

(c) All pre-payments are exclusive of VAT which shall be added, where relevant, at the applicable rate;

(d) Where certain components of the Package may be VAT-exempt this will be shown on the invoice;

(e) Final invoice applies as in Clause 7.3; and

(f) Cancellation fee applies as in Clause 8.

7.6 For the avoidance of any doubt, all pre-payments must be received by BMA before the Event.

7.7 On conclusion of the Event, or in the circumstances of a cancellation by the Client in accordance with Clause 8 all remaining pre-payments are payable in full within fourteen (14) days of the date of the invoice. If payment is not received within the specified time, We reserve the right to charge 5% interest above the Bank of England base rate on the outstanding amount or a rate of interest in line with Late Payment of Commercial Debts (Interest) Act 1998, as appropriate.

7.8 BMA accepts payment by cheque, BACS payment, and the following debit cards – Delta, Solo, and Maestro. We do not accept credit cards unless it is the BMA Services AMEX card as held by a BMA Member.

**8. CANCELLATION BY THE CLIENT**

8.1 If the Client has to cancel or postpone a confirmed Event or part of the Event (e.g. a meal, duration of the Event or hire of Event space) cancellation charges may apply in accordance with Clause 8.6. We will make every reasonable effort to re-sell the facilities on your behalf.

8.2 All cancellations must be received in writing from the Client and will take effect from the date of receipt by the BMA. Cancellations may also be advised verbally in the first instance.

8.3 Cancellations may be subject to VAT at the applicable rate.

8.4 Cancellation charges will be a genuine pre-estimate of the BMA's loss.

8.5 Cancellation charges will apply according to the cancellation notice period given by the Client and will be based on the values detailed in the Event Agreement or Booking Sheet (whichever is the highest)

8.6 The cancellation policy outlined below applies to all charges incurred by the Client except that which is non-refundable as detailed in Clauses 7.1 and 7.5(a) above

Applicable Cancellation Period Total Event *	Amount to be paid (%)
180+ days before the Event	N/A
61-179 days before the Event	25% Remaining Charges
31-60 days before the Event	50% Remaining Charges
11-30 days before the Event	75% Remaining Charges
10 or less days before the Event	100% Remaining Charges

\* In addition to the cancellation charge where items or services have been provided by an external supplier on behalf of the Client, the Client shall be fully responsible for payment of the cancellation charges of the supplier. This includes but is not limited to the Services listed in Clause 3.3 above. The Client must reimburse BMA for any expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties resulting from BMA having to make consequential cancellation of its own arrangements with external suppliers in relation to the Event.

**9. CANCELLATION BY BMA**

9.1 BMA may cancel the booking, without any liability or refund to the Client whatsoever, if:

(a) The booking may prejudice the reputation of the BMA;

(b) BMA becomes aware of any alteration in the Client's financial situation such that We consider the Client may not be in a position to fulfill your obligation under the Agreement;

(c) The Client makes significant changes to the programme or the expected number of guests, and/or the Event falls beyond BMA's capabilities;

(d) The Client is more than thirty (30) Working Days in arrears of previous payments to BMA; or Where cancellation occurs under this Clause 9.1, BMA may (at its sole discretion) charge the Event cancellation charges detailed in Clause 8.

9.2 BMA may cancel the booking if construction work is necessary to BMA House, its surrounding area and/or neighbouring properties. For the avoidance of doubt, in such circumstances the BMA may (at its sole discretion) refund the amounts paid by the Client with no further liability to you.

9.3 BMA may cancel your booking with no liability to You whatsoever (including no refund of amounts paid by the Client), where circumstances arise beyond the BMA's control (as referred to in Clause 10.3).

9.4 BMA reserves the right to change the Client's assigned Event space for one of equal suitability if BMA has (at its sole discretion), a reasonable operational reason for doing so. We will endeavour to give prior notice.

**10. LIABILITY, INDEMNITY AND INSURANCE**

10.1 We shall not be liable for any loss or damage to property of the Client, and the Client's guests, employees, agents, contractors or subcontractors. For the avoidance of any doubt, the BMA's total liability under this Agreement, either in contract, tort (including negligence) or otherwise is limited to the total amount paid by the Client. The BMA shall not be liable for loss of profit or business damage, whether direct, indirect or consequential, howsoever caused.

10.2 Attendees and guests shall not enter areas of BMA House not specified in their booking. We shall not be responsible for death, personal injury or loss or damage to property suffered by an attendee or guest in areas that the Client has not booked. For the avoidance of doubt, We do not exclude our liability for death or personal injury caused by us or our employee's negligence.

10.3 Force Majeure - The BMA shall not be liable for any failure to perform its obligations under this Agreement where caused by circumstances beyond its control, including (without limitation) terrorist activity (threatened or actual, as determined at the BMA's sole discretion), misconduct or negligence of the Client, or its guests, employees, agents, contractors, subcontractors or other external third party, war or threat of war, civil or political action or disturbance, riot, natural disaster, fire, epidemic, bad weather, military activity, governmental or regulatory action, industrial dispute, failure of power or machinery, failure of or interruption in externally provided services and utilities, accident or Act of God.

10.4 The Client shall at all times be liable for, indemnify and hold harmless BMA (together with the BMA's employees, contractors, subcontractors, guests and agents) from and against all claims, liability, loss, damages, fines, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the BMA arising out of or in connection with:

(a) Any damage to BMA House or other BMA property;

(b) The acts or omissions (negligent, fraudulent or otherwise) of

(i) the Client (including its agents, contractors, sub-contractors, guests or employees)

(ii) this includes without limitation any statement or conduct that is inappropriate, as referred to in Clause 5.10(d).

10.5 In the case of a Business You are required to have a minimum of £5 million relevant insurance cover relating to the Event (including but not limited to) public liability insurance. If We request it You will produce evidence of insurance to the BMA not later than three (3) Working Days from the date requested. In the case of an individual it is recommended that you have adequate insurance cover relating to the Event.

**11. GENERAL**

11.1 **Entire Agreement** - These Terms and Conditions and the Event Agreement (which shall be superseded by the Booking Sheet) shall form the entire Agreement between You and BMA, to the exclusion of all other terms and conditions to which the Client may purport to apply or which may be provided in any other information about BMA House (including but not limited to promotional material). The Parties acknowledge and agree that they have not been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it.

11.2 **Complaints** – any complaints made by the Client must be submitted to the BMA in writing within five (5) Working Days after the Event.

11.3 **Governing Law and Jurisdiction** - This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

11.4 **Severance** – If any part of this Agreement is found to be invalid or unenforceable by a court having jurisdiction over the matter, the invalid or unenforceable part of the provision shall be removed and shall not affect the validity of the rest of the Agreement.

11.5 **Third Parties** - A party who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11.6 **Assignment** – The Client shall not, without the prior written consent of BMA, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

11.7 **Notices** – Any legal notice required to be served by a party to this Agreement shall be in writing by recorded delivery only and sent to the other party's address. The BMA's address is given at Clause 1.2. Any such notice will be deemed to have been duly received at 10.00 am on the second Working Day after posting.

I, the undersigned, duly authorised on behalf of the Client, confirm that I have read, understood and accept these Terms and Conditions:

Signed by Client:	
Print name:	
Job title:	
Organisation name:	
Company No. (if applicable)	
Date:	

Signed by BMA:	
Print name:	
Job title:	
Date:	

We want to keep you informed about services, events and new initiatives. This may be by telephone, post or email. If you don't want us to do this, please tick this box.