

Terms & Conditions of Contract at The Academy of Medical Sciences, 41 Portland Place

1. Interpretations and definitions

41PP: means the registered company the Academy of Medical Sciences Trading Limited.

The 'Client': means the organisation/individual in whose name the booking is made. The Client shall be severally liable for payment of the event.

The 'Contract': means the agreement between 41PP and Client for a specific booking or series of bookings.

The 'Event': is the agreed purpose or purposes between 41PP and Client for which the Venue is booked as set out within the contract.

Delegate: means any person attending the event.

Minimum Numbers: means the minimum number of Delegates expected to attend the Event at the time of booking.

Final Numbers: means the number of Delegates that will attend the Event as confirmed by the Client 7 days prior to the Event date

Pre-booked Total: means the total cost of the services specified on the Confirmation Form.

Services: means the catering and/or events services provided by 41PP to the Client as detailed in this booking confirmation form and these terms and condition.

Venue: means the event rooms at 41 Portland Place London, W1B 1QH.

These Conditions shall apply to all Contracts for room hire, catering and other services to be provided by 41PP, unless specifically excluded in writing by both parties.

2. Booking Procedure

- a. An enquiry for a booking at an 41PP shall result in the issue of a formal proposal. All quotes are considered as provisional until the Client confirms the booking in writing by return of a signed Contract, which must be returned within the requested time frame provided by the 41PP sales team to secure the Event.
- b. The minimum number of guests and catering requirements will be advised by the 41PP team on the booking confirmation. Any amendment to this number must be notified to the 41PP team in writing not less than 7 working days prior to the event. The final amount payable by the Client shall be calculated on this final number, or the number on the confirmation form, whichever is the greater.
- c. For all corporate bookings, payment of a 75% deposit of the total hire and catering charge will be invoiced to the Client upon confirmation being received in writing under the booking procedure. The remaining amount due will need to be paid, in full, 30 days after the event.
- d. For all wedding and private party bookings, payment of a non-refundable 25% deposit of the total hire and catering charge will be invoiced to the Client upon confirmation being received in writing under the booking procedure. The remaining amount due will need to be paid, in full, 4 weeks before the date of the Event. You may pay in instalments before the 4-week cut-off date, to do so please contact the 41PP sales office with the amount that you wish to pay and an invoice will be issued to you. At the time of final payment 4 weeks prior to the Event, we would request that you provide the 41PP team with credit card details to cover any additional charges which may be incurred in the run up to the day. 41PP will refund any overpayment after the Event.
- e. All food and drink costs are indicative and may be subject to reasonable change and are dependent on the availability of suppliers.

3. Cancellation or amendment by 41PP

41PP may cancel the provision of the Services to an Event and terminate this Contract with immediate effect if:

- a. The Client does not fully and fairly represent the purpose for which the venue is required; or
- b. The venue's premises is closed due to a Force Majeure event; or
- c. The Client is already in arrears with any payment due to 41PP; or
- d. A petition is presented or a resolution is passed for the winding up of the Client (except for the purpose of a reconstruction, amalgamation or members voluntary liquidation); or the Client stops or threatens to stop payment of its debts or ceases or threatens to cease to carry on its business; or
- e. An encumbrance takes possession or a Receiver is appointed over the whole or part of the assets or undertaking of the Client; or
- f. The Client is unable to pay its debts within Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or

- g. An application is made to the Court under Section 9 of the Insolvency Act 1986 for an Administration Order in relation to the Client or if the Client passes a resolution for the making of any such application to the Court; or
- h. A proposal is made under Section 1 of the Insolvency Act 1986 for a voluntary arrangement in relation to the debts or affairs of the Client; or
- i. The Client shall convene a meeting of or propose to enter into any arrangement with its creditors generally; or
- j. The Client (being an individual) is adjudicated bankrupt or dies.

In any such of the above mentioned events, 41PP reserves the right to retain any deposit payments already made by the Client.

4. Cancellation by the Client

Should the Client have to cancel an Event, notice must be given to 41PP as early as possible in writing or by email to the 41PP sales office and cancellation will be calculated within working hours (9am-5.30pm). The team will make every effort to re-sell the facilities on your behalf. If the team is unable to re-let the facilities, the following scale of cancellation charges will apply:

For all corporate bookings:

No. of days prior to Event date	Cancellation charge
Less than 7 days	100% of all services booked to date
Between 8 - 30 days	80% of contracted total
Between 31 – 60 days	60% of contracted total
61 days or more	25% of contracted total

For all wedding and private party bookings:

No. of days prior to Event date	Cancellation charge
4 weeks or less prior to the event	100% of the contracted total
Between 8 weeks and 4 weeks prior	75% of the contracted total
Between 14 weeks and 9 weeks prior	50% of the contracted total
Any stage	25% non-refundable deposit

If at any time an event is cancelled, 41PP has the right to retain monies to cover services or products which it has already provided.

5. Postponements

- 5.1 Should the Client have to postpone an Event, notice must be given to 41PP as early as possible in writing or by email to the 41PP sales office and postponement will be calculated within working hours (9am-5.30pm). The team will make every effort to re-sell the facilities on your behalf. If the team is unable to re-let the facilities, the following scale of postponement charges will apply:

For all corporate bookings:

No. of days prior to Event date	Postponement charge
Less than 7 days	100% of all services booked to date
Between 8 - 30 days	60% of contracted total
Between 31 – 60 days	45% of contracted total
61 days or more	20% of contracted total

Alternative dates will be subject to availability and minimum spend. The postponed event should be held within the same or following financial quarter.

For all wedding and private party bookings:

No. of days prior to Event date	Postponement charge
4 weeks or less prior to the event	80% of the contracted total
Between 8 weeks and 4 weeks prior	60% of the contracted total
Between 14 weeks and 9 weeks prior	40% of the contracted total
Any stage	20% non-refundable deposit

Alternative dates will be subject to availability and minimum spend. The postponed event should be held within the same or following financial year.

If at any time an event is postponed, 41PP has the right to retain monies to cover services or products which it has already provided.

5.2 During Force Majeure (does not include Union Strike actions)

If the event is unable to take place on the original event date due to tightened government restrictions relating to Covid-19 since the booking date, 41PP will endeavour to postpone the event. A revised date will be agreed between 41PP and the client, for the event to take place within 12 months from the original event date. If last minute government restrictions are imposed within 7 working days of the event date and the event is unable to take place, 41PP will retain reasonable monies to cover services or products which it has already provided or ordered.

Postponements will only be agreed between both parties when there is evidence or clear indication from the government that the restrictions will still be in place on the event date. One free postponement will be allowed per booking. Further postponements will incur an administration fee of £180 inc. VAT. Postponements are subject to a reasonable uplift in rates. Following a postponement, if the client then chooses to cancel the booking at 41PP, a 100% cancellation charge of all services booked to date will apply at any time of cancellation.

6. Approved suppliers, performing rights and statutory regulations

- a. 41PP operates an approved supplier list from which Clients may select. 41PP will add the charges for this plus a 20% administration fee to the Event bill. Payment for these services is required at least 7 days prior to the Event.
- b. Any Client who wishes to contract a supplier who does not appear on the approved list must be put in writing to the 41PP sales office and subsequently agreed. Suppliers should not be contracted without the prior approval of 41PP.
- c. 41PP reserves the right to request any detail about the equipment or services from the external supplier in order to consider the supplier for approval.
- d. 41PP reserves the right to approve or refuse any externally arranged entertainment, services or activities arranged by the Client and cannot accept responsibility for any resultant cost.
- e. 41PP must comply with certain licensing and statutory regulations and requires the Client to fulfil their obligations in this respect.

7. Commission

- a. 41PP will pay up to 8% commission on the net VAT contracted total of room hire and catering less AV and other incidental costs. This commission can only be claimed by third party booking agents. This commission cannot be claimed on cancelled event charges/room hire cancellation charges.
- b. No sub-letting shall take place unless expressly agreed in a separate formal document between 41PP and the Client.

8. Terrace and outdoor events

- a. No bars shall be set up on the terrace
- b. No music is permitted be played on the terrace
- c. No drinks shall be allowed on the terrace after 21:00
- d. The terrace shall be clear of guests by 21:30
- e. Guests on terrace are limited to a maximum of 40 at any one time

9. Liability and indemnity

- a. 41PP shall not be liable for the death or injury to any Delegate, or for any loss, consequential loss, damage, claim, action, proceedings, or expenses or other liability of the Client related to this Contract, except where such is due to the negligence of 41PP, or where the loss cannot be excluded by law.
- b. 41PP shall not be liable for any damage to or any loss of any goods, articles or property of any kind belonging to the Client or Delegates or brought into the premises for the Event. 41PP shall not accept any responsibility for any property deposited in the Venue. Cloakroom facilities are made available on the understanding that 41PP is under no liability in respect of loss of, or damage to, property deposited in the cloakrooms.
- c. 41PP shall not be liable to the Client by reason of any delay in performing or any failure to perform any of the its obligations in relation to the Services if such delay or failure is due to any cause beyond the reasonable control of 41PP.
- d. The Client shall be responsible for all losses, damages or expenses incurred by 41PP, including, but without limitation, damage to the property of 41PP, which relates to or arises out of the acts or omissions of the Client or Delegates and the Client shall indemnify 41PP accordingly.
- e. Notwithstanding clause 9d. the Client's total liability shall be limited to 100% of the Contract value as indicated on the confirmation Form.

No. of days prior to Event date	Payment required
31 Days or more	75% of the pre-booked Total
31 Days or less	90% of all services booked to date
Final invoice	Payment required
Due within 30 days from final invoice date	100% of Event charges

10. Cleaning

41PP will be pre-cleaned prior to the Event. Additional charges will be charged to the Client if, after the Event, the Venue is left in a state where specialist cleaning is required. The Client is required to remove all large items of rubbish such as building materials, boxes, packaging materials and pallets. Additional rubbish removal fees will be charged to the Client if any of these large items are left in the Venue by the Client or their suppliers.

11. Damages

- a. The Client is responsible for any loss or damage caused to the premises, property furnishings or paintings of 41PP (and its employees and representatives) by any act or neglect of the Client, its sub-contractors or Delegates, and shall pay to 41PP on demand the amount required to remedy any such damage.
- b. 41PP reserves the right to request a damages deposit of an amount to be notified to the Client and paid by the Client prior to the Event. The damages deposit will be refunded to the Client following a post Venue inspection by the 41PP Facilities Manager and any damages will be deducted from the deposit by 41PP prior to refunding to the Client.

12. Displays and decorations

- a. The Client is not permitted to alter the facade or external signage of 41PP.
- b. The Client must supply 41PP with details of all decorations or displays by at least 14 days prior to the Event and require written approval from the 41PP Facilities Manager in order for the Client to proceed with the Event.
- c. 41PP reserves the right to remove any non-approved decorations or displays.

13. Externally purchased food and beverages

Other than that supplied by the venue and contracted caterer, items of food, wines, spirits or other beverages are not permitted to be brought onto the premises for consumption at any time, unless this is formally agreed in advance and any associated costs have been agreed and/or forms signed.

14. Use of the venue's name and logo

- a. Please feel free to tag @_41pp in your social media posts relating to your event! If adding the location, please ensure to add this as 41 Portland Place

- b. 41PP logo may be used in publicity once a proof of the promotional material has been agreed with the Venue
- c. The Academy of Medical Sciences name or logo or social media accounts must not be associated with your event
- d. If these terms are breached, the 41PP events team have the right to cancel your event with no refund of a deposit and potential extra cancellation charges could apply

15. Event details – Client to supply

- a. Minimum Numbers are required at the time of booking.
- b. Final Numbers are due 7 days prior to the Event date and cannot be less than the Minimum Numbers.
- c. A schedule for the Event is required 14 days prior to the Event date.
- d. Catering selections are required 14 days prior to the Event date.
- e. Allergen and food information available upon guest request, however, this information may not always be visible. Therefore, it is the Clients responsibility to ensure guests are informed to contact the Supplier should they require any allergen information. The Client will inform 41PP no less than 7 working days before the Event Date of all dietary requirements of the guests attending the event.
- f. Audio visual equipment is to be ordered by at least 14 days prior to the Event date.
- g. Room set up requirements are required 14 days prior to the Event date.
- h. Details of external suppliers, any decoration or displays are to be advised by at least 14 days prior to the Event and require written approval from 41PP Facilities Manager in order for the Client to proceed with the Event.
- i. Please note that if the above timelines are not adhered to by the Client, 41PP may not be able to facilitate or approve the requirements of your Event.
- j. Personal data supplied by the Client to 41PP is managed under the terms of the Data Protection Policy that can be found at the website address:
<http://www.41portlandplace.com/content/43/privacy>

16. Last-Minute Changes in Numbers

- a. Notification of Changes
- b. The Hirer must provide 41PP with the final number of attendees no later than 7 days prior to the event. Any changes to the number of attendees after this deadline will be considered a last-minute change.
- c. Allowed Adjustments
If the number of attendees increases after the final confirmation, 41PP will accommodate additional guests, subject to availability. However, any increase in numbers may incur additional charges for catering, seating, and other related services. If the number of attendees decreases, the Client will still be charged for the originally confirmed number of guests, as 41PP may have made arrangements based on that figure.
- d. Reduced Numbers and Refunds
While the Venue will make reasonable efforts to adjust for reduced numbers, no refunds will be issued for any decrease in guest numbers after the final confirmation date, except in cases where the Client cancels the event entirely (refer to Section 4 for cancellation details).

17. Charges

- a. All charges for the Services will be the charges quoted by 41PP at the time of booking or where no charge is quoted, the charge listed in the published price list of 41PP at the date of acceptance of the Client's booking.
- b. All charges are subject to Value Added Tax at the current rate.
- c. All payments are required to be made in pounds Sterling (UK £).
- d. Where payment is made by credit card, debit card, or American Express, the Client shall be liable for a transaction fee equal to 5% of the total payment amount, exclusive of VAT, which shall be added to the total amount payable.
- e. 41PP reserves the right to request a Credit Card Guarantee Form from the Client if the Client is paying part of the Charges after the Event. The nominated card will be held as security and only charged if the final invoice is not paid within 30 days of the invoice date.
- f. Events are required to start and finish at the times agreed in the contract. Extensions before or after the operating hours of the building 08:00 – 23:00 Monday-Saturday, should they be possible, will incur additional charges.

- g. Clients shall pay the balance of any charges outstanding within 30 days of the invoice date.
- h. All queries relating to amounts invoiced must be notified in writing to 41PP within 7 days of the date of the Event invoice.
- i. If any sum payable under this Contract is not paid when due then, without prejudice to the customer's other rights under this Contract, the Customer shall pay interest on the overdue amount from the due date until payment is made in full at 8% plus the Bank of England base rate accruing on a daily basis and compounded quarterly.
- j. If the Client fails to make payment of any charges on the due date then, without prejudice to any other rights or remedy available to it, 41PP shall be entitled to cancel the provision of the Services and any orders for future Services from the Client, without liability to the Client.

18. Variation

No variation to these term and conditions shall be effective unless agreed in writing and signed on behalf of 41PP and the Client.

19. Entire Agreement

These Terms and Conditions and the booking Contract constitute 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

20. Governing Law and Jurisdiction

- a. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- b. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

**BACS Account details: Academy of Medical Sciences Trading Limited
Lloyds TSB
Sort code no: 30 00 08
Account no: 00134300
BIC: LOYDGB 21012
IBAN: GB97 LOYD 3000 0800 1343 00**

**Academy of Medical Sciences Trading Limited, 41 Portland Place, London W1B 1QH
Registered in England and Wales No: 07170258**

Agreement to Terms and Conditions:

Signed:

Date:

Print Name:

Event Date/s: