

# **Terms & Conditions**

## ***ENERGUS. CONFERENCES, EXHIBITIONS AND EVENTS***

### **TERMS AND CONDITIONS**

#### ***DEFINITIONS***

- “ENERGUS.” and “We”/”Us” means ENERGUS.
- “You” means the organising body/company and organiser responsible for commissioning of and payment for the event.
- The “Contract” means the agreement between Us and You in relation to the event and for the facilities and comprising these terms and conditions, an order confirmation and a schedule of contract particulars<sup>1</sup>.

#### ***CONFIRMATION***

- All bookings are considered provisional until both You and We agree the Contract. Once the Contract is concluded, all the facilities reserved on your behalf will be subject to these terms and conditions.
- A binding Contract will be entered into when You have signed the order confirmation or when You have sent an email of confirmation after receiving the schedule of contract particulars and the terms and conditions from Us.
- The Contract must be entered into by You and received by Us within seven days of the date of issue or, if such time is not available, within 24 hours prior to the date of the event. If the Contract is not entered into within this period, We reserve the right to cancel any provisional booking and re-let the facilities.
- Minimum guaranteed numbers must be notified to Us at the time of oral confirmation and will be identified in the schedule of contract particulars. If numbers fall below the minimum guarantee you will still be charged for the minimum guaranteed number of delegates as specified in the schedule of contract particulars. Any catering that is cancelled less than 7 days prior to the date of the event or on the date of the event will incur 100% charges.
- Final timings, menus and any special requests must be confirmed to Us at least 7 days prior to the date of the event.
- Final numbers must be notified to Us at least 10 working days prior to the date of the event. These will be the minimum numbers for which You will be charged (unless the schedule of contract particulars specifies a higher minimum guarantee). Both oral or written confirmation of final numbers is binding.
- If the final guest count exceeds the number specified in the schedule of contract particulars, every effort will be made to accommodate this and will be reflected on the final payment / invoice.
- The benefit of a confirmed booking is personal to You and may not be assigned, transferred or sub-contracted to a third party.

#### ***CANCELLATION***

- If the Contract is cancelled by You more than 6 weeks before the date of the event there will be no charge to You, if a deposit is required to secure Your event the deposit is non-refundable.
- In the unfortunate circumstances that You have to postpone or cancel the Contract less than 6 weeks but more than 7 days prior to the date of the event, You will be charged 75% of the price set out in the schedule of contract particulars .
- In the unfortunate circumstances that You have to postpone or cancel the Contract less than 7 days prior to the date of the event, You will be charged 100% of the price set out in the schedule of contract particulars.
- We may cancel a confirmed booking at any time by immediate notice and if We do We will reimburse in full to You all payments made by You and received by Us at the date of cancellation, such reimbursement to be in full satisfaction of Your rights (if any) arising on cancellation so that We will not otherwise be liable to You in connection with such cancellation.

#### ***CHARGES AND PAYMENT***

- The price of the Contract is set out in the schedule of contract particulars.
- Bookings must be paid in full by cheque or BACS. Payment is due 28-days following the date of invoice. Payments must be made in pounds sterling (UK) payable to ENERGUS.
- In the event of payment becoming overdue; interest at 4% above Barclays Bank base rate, as at the date of invoice, will be added to your account.
- Should a deposit or pre-payment be required for any event, this will be specified on the schedule of contract particulars.
- Prices quoted do not include VAT (unless otherwise specified), which will be added at the prevailing rate to final payment/invoices. This is subject to alteration, should that rate change.
- You will not as part of or in relation to any booking or event cause or permit the sale of any goods or services or the taking of orders for the same save with our prior written approval as to the nature and extent thereof.

#### ***EXHIBITION SPACE***

- All additional and unexpected costs incurred in relation to your event will be invoiced to You after the event
- Unless otherwise specified in the Contract, We provide the exhibition space as an empty shell and You will provide all necessary equipment for your event (e.g. furniture, lighting etc). If requested, We may be able to contract equipment on your behalf, but You will hold liability for the safe-keeping of such equipment and We shall invoice you for such equipment as specified by the supplier.
- Set-up / break-down of the exhibition spaces must be carried out within the times specified in the events set up form/schedule of contract particulars.

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- It is the responsibility of You to provide the storage of any items for an event before and after the event. Storage outside of the contracted event set up and breakdown time may be subject to additional charges. Storage items may include, but are not limited to, literature, exhibition stands, table dressings, display equipment and additional items of furniture.
  - Signage for the event must be provided by You, and its presence on site must be agreed by Us. If requested, We may be able to provide signage to You at an additional cost.
  - There must be no smoking on site, You must advise all exhibitors of this prior to your event.
  - There must be no smoking in the building at all times.
  - We have the right to advise exhibitors where to park their cars.
  - We have the right to make an additional charge for staffing your event if your staffing requirements exceed our normal operating requirements (e.g. parking marshals).
  - It is the responsibility of You to ensure that any printed or electronic presentations are prepared in advance of an event and must be supplied by You on the day of your event. We hold no responsibility or liability for the preparation or set up of any presentation material either in advance, during or after an event.
  - Electrical installations set up by You, your agents, your guests or those authorised by You shall comply with all statutory regulations, industry best practice and all local requirements to which the event / venue may be subject.
  - Details of all electrical items which are to be brought onto the premises must be provided by You and agreed with by Us prior to any event. Details must be provided of each electrical item, the electrical output required and evidence that All electrical equipment has been tested and passed as fit for purpose by a competent person within the preceding twelve month period.
  - Events which incur additional involvement by personnel including the Facilities Manager, Health and Safety Manager and Events Manager may be subject to an additional charge.
  - You are responsible for the safety of any equipment brought onto the premises.
  - Trailing leads used by You must be suitably protected to prevent tripping hazards (e.g. anti-trip mats, etc.)
  - A suitable and sufficient Risk Assessment for the whole event must be provided by You and accepted by Us at least two weeks in advance.
  - It is the responsibility of You to ensure the removal of rubbish or recyclable items unless specifically agreed in advance of the event. Any non-removal of rubbish may be subject to an additional charge.
  - All Working at Height by You is strictly prohibited.
  - Access to all rooms not booked by You must be left unobstructed at All times.
  - An unobstructed thoroughfare through the Atrium must be maintained at all times for all ENERGUS users to maintain safe access and egress.
  - All inflammable materials shall be fireproofed or otherwise protected against fire in accordance with any statutory or local regulations or requirements to which the event / venue may be subject.
  - You are responsible for obtaining the appropriate performing rights licences and We accept no liability for any breaches of such licences.
  - All items for consumption at your event must be obtained from Us unless our prior written agreement has been given to You for alternative arrangements.
  - Our general opening hours are 8am – 5.30pm (We reserve the right to amend these times). Your visitors will only have access during these times unless otherwise agreed in the schedule of contract particulars.
  - All reasonable measures must be taken by You to ensure You leave the exhibition spaces in the state in which you found them.
- Adaptors / Plug Banks must not be used in our electricity sockets under any circumstances.***

## ***IT/AV***

- Any request for AV and IT provision to be notified and agreed by Us a minimum of 20 working days prior to the event.
- We will not in any circumstances accept responsibility or liability in respect of any damage or loss due to any impacts which arise from unforeseen failures of IT or AV equipment that is beyond our reasonable control.
- Usage of Our Internet access facilities/WiFi are provided on a fair and reasonable usage basis and all users will be required to sign and abide the communication policy set by Us. It will be Your responsibility to ensure that this facility is not used for any illegal or disreputable purposes.
- You will ensure that You, Your agents and Your guests do not attempt in any way to modify, interfere or in any way makes changes to our AV or IT systems (software or hardware) and that all items connected in any way to our equipment (wired or wireless) will be subject to prior inspection and approval by our technicians and only used for the agreed purposes.
- It is your responsibility to ensure that electronic media is compatible with the AV and IT systems provided by Us prior to the event.

## ***GENERAL***

- All damages to fixtures and fittings will be charged to You.
- We will not be held responsible for any loss or damage to personal possessions brought onto the site (including the car park), which must be entirely held at the owner's risk.
- Should We for reasons beyond our control, need to make any amendments to your booking, we reserve the right to offer an alternative choice of facilities.
- The facilities are available for the times shown in the schedule of contract particulars. Any extension may incur additional charges.
- Should any of your guests be unable to correct any aspect of poor behaviour or activities unacceptable to Us, We reserve the right to terminate the event. Should this occur, no monies will be refunded to You. Our decision is final.
- We reserve the right to approve any external entertainment services or activities You have booked, and You are responsible for ensuring that any entertainment employed by You complies with statutory and other regulatory requirements and those of our management.
- Whilst We have taken responsible steps to ensure that the information contained in our folders, tariffs, leaflets and advertisements is accurate, We reserve the right to substitute or withdraw any service, facility or amenity without notice if necessary.

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- Whilst every effort will be made to make sure your event is a memorable one, We would appreciate any feedback You have as soon as possible (preferably on the day of the event). This will ensure the smooth running of the event.
- Except in the case of death or personal injury caused by our negligence, our liability under or in connection with the Contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the price of the Contract. We will not be liable to You in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by You of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- We will not in any circumstances accept responsibility or liability in respect of any damage to or loss or any goods articles or property of any kind brought into or left at any event either by You or by any other person or left or deposited with any of our employees.
- You will indemnify Us against all such liabilities as are mentioned above.
- Photography or filming is not permitted on site unless agreed in advance by Us.
- You will keep Us fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of You or any persons at the event expressly or impliedly with Your authority, or any breach or non-observance by You of the obligations, conditions or other provisions of the Contract and/or any of the matters to which the event is subject or damage to any property or the death or injury to any person arising out of the use thereof by You or such persons.
- The car park may be used for Your event if agreed in advance by Us. Sufficient car parking spaces must be left for tenants of the building, with the remaining spaces being on a first come, first served basis. Lanes and thoroughfares must not be obstructed by parked vehicles attending Your event and parking on any yellow line is strictly prohibited.
- Refuse generated by Your event must be removed after the event unless agreed in advance by Us.
- Chemicals and substances of any description must not be brought onto site unless approved by Us and must not be disposed of via any drain (either internal or external – including toilets) and must be safely removed from site by You
- You are required to make any personnel brought onto the premises for your event aware of the emergency and building policies and procedures.
- Your company's name will be posted on the television in the Reception area against the room names as per your booking. No other details will be posted unless agreed by prior request.