

# VENUE HIRE AGREEMENT

## ORDER FORM

**RIBA VENUES:** RIBA 1834 LIMITED, 66 Portland Place, London W1B 1AD

**THE CLIENT:**

**Event:**

**Event Date:**

**Event Time:**

**Minimum Numbers:**

**Event Room(s):**

**Premises:** 66 Portland Place, London W1B 1AD

**Room Hire:**

**Day Delegate Right:**

**Minimum Catering Spend:**

RIBA Venues is a trading name of RIBA 1834 Limited, a wholly-owned subsidiary of the Royal Institute of British Architects, a registered charity. RIBA Venues' conference and event spaces are available for hire subject to the attached RIBA Venues Terms and Conditions.

The Client agrees to be bound by the RIBA Venues Terms and Conditions to the exclusion of all other terms and conditions.

RIBA Venues agrees to provide the Event Room in accordance with the details given above and the Services on the terms set out in this Agreement.

**Signature on behalf of RIBA Venues:**

**Signature for and on behalf of the Client:**

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**Date:**

**Date:**

**Company Name:**

RIBA 1834 Limited

**Signatory's name (PRINT):**

**Position:** Venues Manager

**Position:**

**Company Registration number:** 4604934

**Company Registration number:**

# RIBA VENUES TERMS AND CONDITIONS

## **1. Definitions**

The capitalized words in the Order Form shall have the meanings set opposite them throughout this Agreement. In addition the following definitions apply:

**Agreed:** agreed in writing

**Agreement:** the attached Order Form and these Terms and Conditions.

**Notify:** provide notice in writing, effective only on actual receipt.

**Services:** the ancillary services required by the Client for the Event to be provided by RIBA Venues pursuant to this Agreement.

**Total Estimated Charges:** total anticipated final charges for the Event to include room hire, catering, AV and any additional charges as Notified to the Client from time to time.

## **2. Eligibility and numbers**

(a) The Client agrees to provide RIBA Venues with full and accurate particulars of the Event in writing, including timings, menus and any special requests. The Client agrees to notify RIBA Venues promptly of any changes and the exact number of guests expected to attend must be provided no later than five working days prior to the Event. The Client agrees to pay RIBA Venue's charges for the greater of (i) the actual number of guests attending the Event and (ii) the number of guests last notified to RIBA Venues as expected to attend.

(b) RIBA Venues reserves the right to move the Event to a room other than the Event Room should the expected number of guests not be appropriate for the Event Room.

(c) The Client agrees to procure that its guests vacate the room(s) used for the Event at the time(s) Agreed with RIBA Venues.

## **3. Payment**

(a) The Client shall make pre-payment in full of the Total Estimated Charges not less than ten working days prior to the date of the Event unless Agreed otherwise by RIBA Venues. If the actual cost of the Event exceeds the Total Estimated Charges, the Client shall pay in full the balance within 30 days of receipt of invoice.

(b) RIBA Venues may charge interest on late payments at the base lending rate for the time being of Lloyds Bank plc.

(c) All sums are exclusive of VAT which shall be charged at the appropriate rate in addition.

(d) Payment must be made in pounds sterling and may be made by cheque, BACS or debit card only. Credit card payment may be accepted by prior agreement with RIBA Venues and subject to an administration charge of 2% of the balance being paid.

(e) Any dispute as to amounts payable does not excuse payment in full of those amounts outstanding that are not in dispute.

## **4. Cancellation by the Client**

(a) In the unfortunate circumstances that the Client has to cancel the Event, RIBA Venues will endeavour to re-sell the Room to another third party in order to avoid any loss.

(b) If the Client wishes to cancel the Event it shall Notify RIBA Venues. If the Client cancels the Event and RIBA Venues has been unable to re-sell the Event Room then the Client agrees to pay to RIBA Venues a sum to cover RIBA Venues' losses as a result of the cancellation calculated according to the amount of notice given by the Client so as to constitute a reasonable and proportionate estimate of those losses, as follows:

- more than six months' notice – no charge
- more than three but less than -six months' notice – 50% of the Total Estimated Charges.
- more than one but less than three months' notice – 80% of the Total Estimated Charges.
- one month's notice or less – 100% of the total estimated charges.

For the avoidance of doubt, RIBA Venues may retain any pre-payment made pursuant to Clause 3(a) above as part of the cancellation charge. RIBA Venues may in addition charge to the Client any third party costs incurred by RIBA Venues (to the extent non-refundable) in respect of goods or services no longer required as a result of the cancellation.

(b) If the Client wishes to change the Minimum Number, the Event Time or the Services then the Client will Notify RIBA Venues.

The Client shall pay RIBA Venues any third party costs incurred by RIBA Venues (to the extent non-refundable) in respect of goods or services no longer required as a result of the change.

## **5. Cancellation by RIBA Venues**

RIBA Venues reserves the right to terminate this Agreement forthwith by notice in writing to the Client if the Premises or any substantial part is closed due to circumstances beyond RIBA Venues' reasonable control or if the Client has failed to make the required prepayment pursuant to Clause 3(a) above, or if the Event is, in the opinion of RIBA Venues, prejudicial to the reputation of RIBA Venues or the Client has otherwise failed in any material respect to comply with the terms of this Agreement. If RIBA Venues terminates the Agreement in any such circumstances RIBA Venues will refund any amounts paid by the Client in advance to RIBA Venues but will otherwise have no further liability to the Client.

## **6. Conduct**

(a) The Client shall be responsible for any loss of, or damage to, RIBA Venues' property including buildings, fixtures, fittings, furnishings, utensils and equipment caused by the Client or any of the Client's contractors, employees, agents or guests.

(b) The Client shall ensure that nothing be attached to the fabric of the Premises.

## **7. Contractors**

(a) Should the Client wish to employ the services of any outside contractor (other than a contractor supplied by RIBA Venues), the Client must so inform RIBA Venues as soon as practicable. RIBA Venues reserves the right within its sole discretion and without assigning any reason to refuse access to any such contractor

(b) Installation plans, risk assessments and access times must be approved by RIBA Venues at least two weeks before the Event.

## **8. Indemnity**

(a) The Client will indemnify RIBA Venues against any claims, demands or proceedings brought against RIBA Venues by third parties arising out of or in connection with the Event except to the extent that death or personal injury is caused by the negligent act or omission of RIBA Venues its servants or agents.

(b) The Client will indemnify RIBA Venues against any loss, damage or injury resulting from any act or omission of any of its contractors, employees or agents or caused by any equipment supplied by any such contractor.

## **9. Advertising**

No advertising or selling is allowed on the premises, except in the privacy of the Function Room. The Client may not use the names "Royal Institute of British Architects", "RIBA" or "RIBA Venues" without RIBA Venues' consent other than to indicate where the Event is located.

## **10. PR, website and social media**

RIBA Venues may use the Client's name in its promotional material, including online and on social media, unless the Client Notifies RIBA Venues prior to the Event.

## **11. Catering**

No food or beverage may be brought into the Premises by the Client or by its contractors, agents or guests for consumption on RIBA Venues premises unless the prior written consent of RIBA Venues has been obtained. If RIBA Venues grants such consent it may within its sole discretion levy an additional charge.

## **12. Personal property**

RIBA Venues does not accept liability for any personal property or equipment of the Client or of the Client's contractors, agents, guests or invitees

## **13. Limitation of liability**

RIBA Venues' maximum liability to the Client in respect of a breach of this Agreement shall be limited to the extent of the total charges that would otherwise have been payable by the Client. Under no circumstances shall RIBA Venues be liable for any consequential losses whatsoever.

## **14. Law and jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of, and the parties hereby submit to the exclusive jurisdiction of the courts of, England and Wales.