



BMA HOUSE
LONDON

Terms & conditions

2020



Terms & conditions for events 2020

1. Definitions

'Agreement' – Means these Terms and Conditions (and any schedules attached), the Event Agreement which shall include any subsequent Booking Sheet and any Credit Facility Agreement.

'Agreement Issue Date' – Means the 'print date' as stipulated on the Event Agreement.

'Ancillary Services' – Means any additional services (such as floristry and entertainment) provided by the BMA, either directly, or procured externally on behalf of the Client.

'Audio Visual Services' – Means Audio Visual equipment and technicians.

'Bespoke' – Means a tailor-made combination of services, chosen by the Client, which may include any or all of the Services.

'BMA' – 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 ie BMA House.

'BMA House' – Means the space for hire stipulated in the Event Agreement.

'BMA House Code of Conduct' – Means the set of expected behaviours and rules displayed throughout BMA House.

'Booking Sheet' – Means the working document containing all costs and operational details relating to the Event.

'Business Services' – Means additional services provided by the BMA for the Client (such as telephone calls and photocopying).

'Catering Services' – Means the provision of food and beverage services.

'Client' – Means the 'Individual' or 'Business' (ie the sole trader or the authorised officer of the company), who is responsible for commissioning and paying for the Event, or any other agent who is authorised to enter into the Agreement on behalf of the Client.

'Credit Facility Agreement' – Means the BMA's Business Credit Application Form and any subsequent successful credit checks.

'Event' – Means any type of Bespoke or Package booking that is using any area of BMA House and associated public spaces.

'Event Agreement' – Means the document containing minimum costs and preliminary operational details relating to the Event.

'Guest(s)' – Means all attendees, to include invited delegates, employees and any facilitators of any Client Event.

'Package' – Means a booking consisting of a pre-designed combination, by BMA, of one or more of the Services.

'Room Hire' – Means the space(s) in BMA House assigned if hired individually for an Event, or the space in BMA House agreed for a Package as a whole.

'Services' – Means Audio Visual Services, Ancillary Services, Business Services and Room Hire & Catering Services collectively.

'VAT' – Means Value Added Tax to be charged at the applicable rate.

'Working Day' – Means Monday to Friday 09:00– 17:00hrs (excluding public holidays in England).

2. Confirmation process

2.1 Your Event will be subject to vetting in accordance with BMA policy.

2.2 You are required to:

- (a) answer the vetting questions listed in the Event Agreement;
- (b) review and sign these Terms and Conditions, and the attached Event Agreement; and
- (c) return these documents by email and/or post to BMA at the address specified, within five (5) Working Days of the Agreement Issue Date or by the date otherwise agreed; before any Event can be finalised.

2.3 BMA reserves the right (at its sole discretion) to reject any booking, based on the answers to the vetting questionnaire.

2.4 All bookings will be held on a provisional basis until receipt and acceptance of all documents, referred to in 2.2 along with any applicable deposit (as outlined in clause 7).

2.5 All provisional bookings will be held for a period of five (5) Working Days. If the BMA receives interest from another party in relation to the same provisional date the BMA will give two (2) Working Days' notice to comply with clause 2.4 otherwise the provisional booking will be released.

2.6 For the avoidance of doubt, the BMA reserves the right to release any provisional booking if the signed Event Agreement and relevant deposit(s) are not received by the required date.

2.7 Once received, the Event is confirmed and the cancellation fee will apply as outlined in clause 8.

3. Event services & charges

3.1 BMA grants a non-exclusive licence to the Client to use BMA House strictly for the purpose of the Event as stated in the Agreement.

3.2 The Client acknowledges that it is responsible for providing full written details of the Event.

3.3 The Client can opt for a Package or Bespoke Event and charges (which may be subject to VAT) will apply to both (these are set out separately and can be provided upon request).

3.4 The Event shall be subject to a minimum number of Guests and a minimum catering spend, to be agreed between the parties and stipulated in the Event Agreement.

- 3.5** The Event shall start and finish at the time set out in the Agreement, failing which the Client shall be liable for additional charges.
- 3.6** Any amendments to the arrangements as detailed in the Agreement, including the final number of Guests attending, shall be notified to BMA at least four (4) Working Days prior to the Event.
- 3.7** The BMA shall only accept amendments to the minimum number of Guests and the minimum catering spend stipulated in the Agreement if it results in charges of a greater value than already confirmed.
- 3.8** The chargeable amount will be calculated according to the highest of either the minimum number or the final number of Guests attending the Event.
- 3.9** Prior to the Event a Booking Sheet will be sent to the Client, which the Client shall check for accuracy, and must then sign and return to the BMA.
- 3.10** The Client shall pay BMA for any other Services not provided for in the Booking Sheet but made available on request of the Client during the Event.
- 3.11** The Services are comprised of:
- (a) **Room Hire**
The maximum capacity of each room must not be exceeded (details available on request).
- (b) **Audio-Visual Services**
- (i) Only Audio Visual Services provided by the BMA shall be used.
- (ii) Written confirmation of Audio Visual Services requested for hire 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.
- (c) **Catering**
- (i) All Catering Services must be provided by the BMA's nominated caterer.
- (ii) In exceptional circumstances where an alternative caterer is required for a Kosher Event supplementary terms and conditions are applicable and shall be attached hereto as a schedule.
- (iii) Written confirmation of the Client's required Catering Services 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.
- (iv) Any special dietary requirements should be notified to BMA at least ten (10) Working Days prior to the Event.
- (d) **Business Services**
- (i) Business Services may be available on request and will be separately itemised on the Client's invoice.
- (e) **Ancillary Services**
The Client is responsible for promptly notifying the BMA of its request for Ancillary Services. In such circumstances the following applies:
- (i) Where BMA sources the external supplier at the Client's request, this will be charged back to the Client (subject to 8.8) and is subject to the availability and terms of trade of the supplier;
- (ii) Any contractor, agent or subcontractor engaged directly by the Client shall be subject to the BMA's

prior approval and is required to have adequate insurance and must adhere to all conditions set out in clause 4 (Use of BMA House).

4. Use of BMA House

- 4.1** The Client shall ensure, and procure that its Guests, agents, contractors and subcontractors also ensure the following:
- (a) not to 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);
- (b) In the interests of food safety and hygiene, it is against BMA policy to allow any leftover food to be taken off the premises.
- 4.2** The following shall not occur without the prior written approval of the BMA:
- (a) Sub-licensing or shared occupation of a room or any part thereof;
- (b) Affixing anything to the walls, ceilings, floors or pillars of BMA House by blue/white-tack, nails, screws, drawing pins, tape or other means; and
- (c) Use of public areas of BMA House for registration of Guests or display of promotional materials or for display of company notices or materials.
- 4.3** All Event materials (eg. boxes, banners, and promotional items, including exhibitor or any 3rd party materials) will be destroyed if not collected from BMA House within 10 Working Days from the end of the Event.
- 4.4** Any goods and items at the BMA during or after the Event are left at the owner's risk and the BMA will not be held liable for any loss or damage to such goods or items.
- 4.5** The Client agrees to indemnify the BMA, in full, for any claims which may arise in relation to the BMA's disposal of any items, as per clause 4.3, which belong to a 3rd party, including any exhibitors.
- 4.6** In relation to wedding ceremonies conducted at BMA House, ensure the appropriate arrangements are made with Camden Council. Details are available on request.

5. Health & safety

- 5.1** Fire and emergency exits and routes must not be obstructed.
- 5.2** Fire and emergency instructions are displayed throughout BMA House and fire alarms are tested at 11am each Monday.
- 5.3** The Client, shall ensure, and procure that its Guests, agents, contractors and subcontractors also ensure that the Event is conducted in a safe and orderly manner, with no risk of the following arising:
- (a) interference with any other person's enjoyment or use of BMA House;
- (b) damage caused to BMA House or other BMA property;
- (c) non-compliance of any statutory laws, infringement or possible forfeiture of any of the BMA's licences, any entertainment provisions or any other permissions, including the BMA House Code of Conduct (available on request), relating to the use or occupation of BMA House; or
- 5.4** any nuisance or inappropriate acts. For the avoidance of doubt, this includes 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. The Client must also ensure that it:

- (a) complies with the BMA's strict no smoking and zero tolerance drugs policies at BMA House which includes all outdoor areas and immediately outside the front entrance to BMA House; and
- (b) complies with the BMA's security arrangements and systems and directions of its security and other BMA staff
- (c) immediately reports any accident occurring at BMA House to the BMA Venues Team or security.

5.5 A current Portable Appliance Testing (PAT) certificate must be provided for any portable equipment brought to BMA House.

5.6 For the avoidance of doubt, all 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, the Client expressly consents to the BMA conducting any such credit checks.

6.2 BMA reserves the right to refuse your Event if the credit score is poor or to require full payment in advance.

7. Payment terms

7.1 You shall ensure, in accordance with Clause 2.4 that payment is received by the BMA (to be paid in UK British Pound Sterling) before the Event except in circumstances where the BMA has pre-approved a Credit Facility Agreement.

7.2 The Client shall, within seven (7) days from the date of the invoice, pay a first deposit of 50% for the Event, which is comprised of the value of Room Hire and the minimum numbers and the minimum contracted catering spend (as detailed in the Event Agreement) and/or any Package. This deposit is non-refundable and non-transferable.

7.3 A second deposit, to include all remaining known charges as detailed on the Booking Sheet, must be paid thirty (30) days prior to the Event.

7.4 An invoice for any further charges (including, in particular, for any damage caused) will be raised after the last day of the Event and is due seven (7) days from date of invoice.

7.5 For bookings made within six (6) weeks of the Event taking place a credit/debit card payment shall be made in advance for 100% of estimated charges for the Event (based on minimum numbers and the minimum contracted catering spend in the Event Agreement). Any final payment owing will be treated in accordance with clause 7.4.

7.6 Room Hire is VAT exempt when the primary purpose of the Room Hire is for a meeting and not for a supply of catering. VAT applies to all other Room Hire charges and Services. Where certain components of the Package may be VAT-exempt this will be shown on the invoice.

7.7 VAT will apply to all Clients, irrespective of the originating country.

7.8 If payment is not received within the specified time, we reserve the right to charge interest in line with Late Payment

of Commercial Debts (Interest) Act 1998, as appropriate.

7.9 BMA accepts payment by BACS, CHAPS, debit/credit cards and cheques.

8. Cancellation by the client

8.1 If the Client has to cancel or postpone a confirmed Event or part of the Event (eg. a meal, duration of the Event or any Room Hire), including an Event that has been confirmed using the BMA's Credit Facility Agreement, cancellation charges will apply in accordance with Clause 8.6 and 8.7.

8.2 The BMA will endeavour to re-sell the facilities on the Client's behalf. However, definitive cancellation charges due can only be confirmed to the Client after the intended date of the Client's event.

8.3 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.

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

8.5 The Client accepts that the cancellation charges are a genuine pre-estimate of the BMA's loss.

8.6 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).

8.7 The cancellation policy outlined below applies to all charges incurred by the Client:

Applicable Cancellation Period Total Event

180+ days before the Event

Amount to be paid (%) First deposit

61-179 days before the Event

Amount to be paid (%) 25% Remaining charges + first deposit

31-60 days before the Event

Amount to be paid (%) 50% Remaining charges + first deposit

11-30 days before the Event

Amount to be paid (%) 75% Remaining charges + first deposit

10 or less days before the Event

Amount to be paid (%) 100% Remaining charges + first deposit

8.8 In addition to the above cancellation charges, the Client must reimburse BMA for any expenditure incurred in respect of any cancelled booking (or part of a booking) including (but not limited to) any costs, charges (including cancellation charges) or penalties resulting from BMA having to make consequential cancellation of its own arrangements with external suppliers in relation to the Event.

8.9 For the avoidance of doubt, in the event that any deposit(s) paid do not cover the costs committed to from external suppliers then a subsequent invoice will be issued and payable by the Client within seven (7) days from the date of the invoice.

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 BMA considers the Client may not be in a position to fulfill its obligation under the Agreement;
 - (c) The Client makes significant changes to the details of the Event 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.
- 9.2** Where cancellation occurs under this Clause 9.1, BMA may (at its sole discretion) charge the Event cancellation charges detailed in Clause 8.
- 9.3** BMA may cancel the booking if construction work is necessary to BMA House. 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 the Client (including any indirect loss).
- 9.4** There may be circumstances which require the BMA to change the Client's Room Hire if it has a legitimate reason for doing so (at its sole discretion). The BMA will do this only if the alternatives we offer are suitable for the Event and we will endeavour to give as much prior notice as possible. However, if a suitable alternative is not available the BMA reserves the right to cancel the Event with no liability to the client (other than a refund of any deposit(s) paid).
- 9.5** BMA may cancel the Client's Event with no liability to the Client whatsoever, where circumstances arise beyond the BMA's control (as per Clause 10.5). The BMA may refund, in its sole discretion, any deposit(s) already paid.

10. Liability, indemnity and insurance

- 10.1** The BMA shall not be liable for any loss or damage to property of the Client, and the Client's Guests, employees, agents, contractors or subcontractors.
- 10.2** 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.
- 10.3** The BMA shall not be liable for loss of profit or business damage, whether direct, indirect or consequential, howsoever caused.
- 10.4** The Client and its Guests shall not enter areas of BMA House not specified in their booking. The BMA 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, The BMA does not exclude its liability for death or personal injury caused by it or its employee's negligence.
- 10.5** 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), or its Guests, agents, contractors, subcontractors or other external third party, war or threat of war, civil or

political action or disturbance, riot, natural disaster, fire, epidemic, exceptionally adverse 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.

- 10.6** The Client shall at all times be liable for, indemnify and hold harmless BMA (together with the BMA's employees, contractors, subcontractors, Guest(s) 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; and
 - (b) the acts or omissions (negligent, fraudulent or otherwise) of
 - (i) the Client (including its agents, contractors, subcontractors, Guests or employees), which includes without limitation any statement or conduct that is inappropriate, as referred to in Clause 5.4
- 10.7** 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 requested in writing, the Client must provide evidence of this 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 adequate insurance cover is procured in relation to the Event.

11. Intellectual property

- 11.1** The Client shall ensure, and procure that its Guests, agents, contractors and subcontractors ensure, the following:
- (a) The BMA name is not used in a manner which:
 - (i) suggests that the Event is an official BMA event, or
 - (ii) implies the BMA's support, endorsement or approval of the Client, the Event, or any views and opinions expressed during the Event;
 - (b) 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);
 - (c) Invitations to an Event held at BMA House must carry the RSVP address of the Client and not that of the BMA;
 - (d) 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;
 - (e) 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.

12. Data protection

- 12.1** The Client acknowledges that in the course of its dealings with the BMA, the BMA may acquire personal data which relates to the Client and/or any of the Client's employees or contractors. The BMA acknowledges that such Personal Data shall remain the property of the Client.
- 12.2** When the BMA processes Personal Data in connection with any Event, it shall only process such Personal Data to the

extent necessary to successfully stage the Event and shall not disclose the content of the Personal Data to any third party except (i) to a BMA sub-contractor, (ii) as reasonably required by applicable laws, (iii) as required by this Agreement or with the Client's written consent, and/or (iv) as necessary for the BMA to establish, defend or exercise its legal rights under this Agreement and any applicable laws.

13. General

- 13.1 This Agreement** shall form the entire agreement between the Client 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.
- 13.2 Complaints** – any complaints made by the Client must be submitted to the BMA in writing within five (5) Working Days after the Event.
- 13.3 Allergens** – The BMA obligates its caterer to be compliant with all allergen related legislation. The Client is responsible for informing the BMA of any allergies at the earliest opportunity.
- 13.4 Applicable Laws** – both parties agreed to abide by all applicable laws, including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 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.
- 13.9 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. Any such notice will be deemed to have been duly received at 10:00hrs on the second Working Day after posting.
- 13.10 Conflict of Terms** – If a conflict should arise between any of the documents specified as part of the Agreement, the Terms and Conditions will prevail.

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: _____

The BMA may mention you in a social media post which will be for promotional use only. If you agree to this, please tick this box.

Date revised: 02.10.2019