

1. Definitions

“Agreement” means these Terms and Conditions and 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 venue.

“BMA House” means the space for hire as specified in the Event Agreement.

“BMA House Code of Conduct” means the set of expected behaviours and rules available upon request.

“Booking Sheet” means the 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 (i.e. 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 Room Hire, Audio Visual Services, Ancillary Services, Business Services and Room Hire & Catering Services collectively.

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“Staff” means the Client’s employees, **consultants**, agents, contractors or subcontractors.

“Terms and Conditions” means the terms and conditions set out in this document.

“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. Booking confirmation process

- 2.1 The Client’s Event will be subject to vetting in accordance with BMA policy, and the BMA reserves the right (at its sole discretion) to reject any booking based on the answers to the vetting questions in the Event Agreement.
- 2.2 An Event will be provisional until confirmed. An Event is confirmed when:
 - 2.2.1 the Client has provided answers to the vetting questions listed in the Event Agreement, signs the Event Agreement, signs these Terms & Conditions and returns it by email to BMA; and
 - 2.2.2 the BMA returns to the Client the countersigned copy of the Event Agreement and these Terms & Conditions; and
 - 2.2.3 the applicable deposit is paid by the Client to the BMA in accordance with clause 7.
- 2.3 Once an Event is confirmed, the cancellation fee outlined in clause 8 will apply in the event of any cancellation.

3. Event services and charges

- 3.1 The 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 to the BMA.
- 3.3 The Client can opt for a Package or Bespoke Event and charges (subject to VAT) will apply to both (these are set out separately and can be provided upon request). Charges (subject to VAT) will also apply to any additional services provided.
- 3.4 The Client agrees that a minimum number of guests will apply for the Event as specified on the Event Agreement. The Client further agrees to a minimum catering spend based on the best-suited catering for their event, and a minimum number of guests. If the Client’s final confirmed number of guests at the Event falls below the minimum number specified in the Event Agreement, the Client will be charged for the originally confirmed minimum number of guests.
- 3.5 The Client agrees that once a booking is confirmed based on a minimum catering spend and guest number, any increase in guest numbers will require an increase in catering quantities in proportion to the increased numbers. Specifically, if the Client’s expected guest

numbers increase, the Client shall be required to order catering for at least 80% of the revised expected numbers to ensure appropriate catering provisions are made. The Client is not permitted to order less catering than required for the revised guest numbers.

- 3.6 If the Client reduces their guest numbers, they can upgrade the Catering Services, but the minimum spend and minimum numbers will remain the same as originally agreed in the Event Agreement. The Client may incur additional charges for upgraded catering due to higher ingredient and labour costs. These charges will be agreed in writing before the Event.
- 3.7 The Event shall start and finish at the time set out in the Event Agreement, failing which the Client shall be liable for additional charges.
- 3.8 Any amendments to the arrangements as detailed in the Event Agreement, including the confirmed number of Guests attending, shall be notified to BMA at least four (4) Working Days prior to the Event.
- 3.9 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.
- 3.10 The chargeable amount will be calculated according to the highest of either the minimum number or the final number of Guests attending the Event.
- 3.11 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.
- 3.12 The Client shall pay the BMA for any additional Services not specified in the Booking Sheet but made available on request by the Client during the Event.
- 3.11 the Services are comprised of:

3.11.1 **Room Hire:** The maximum capacity of each room must not be exceeded (details available on request).

3.11.2 **Audio-Visual Services:**

(a) Unless agreed otherwise in writing, only Audio-Visual Services provided by the BMA shall be used.

(b) 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.

3.11.3 **Catering Services:**

(a) Unless the BMA agrees otherwise in writing, all Catering Services must be provided by the BMA's nominated caterer. The BMA may, at its sole discretion, make an exception to this (for example to facilitate religious requirements).

(b) Written confirmation of the Client's required Catering Services, including any special dietary requirements, must be provided to the BMA at least ten (10) Working Days prior to the Event. For requests made less than ten (10) Working Days, the BMA will make reasonable efforts to meet the request.

3.11.4 **Business Services:** Business Services may be available on request and will be separately itemised on the Client's invoice.

3.11.5 **Ancillary Services:** The Client is responsible for promptly notifying the BMA of its request for Ancillary Services. In such circumstances the following will apply:

(a) Where BMA sources the external supplier of any Ancillary Services 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;

(b) Any contractor, agent or subcontractor engaged directly by the Client shall be subject to the BMA's prior written approval and is required to have adequate insurance and must adhere to all conditions set out in clause 4.

4. Use of BMA House

4.1 The Client shall not, and shall procure that its Guests, agents, contractors and subcontractors shall not:

4.1.1 bring any food or beverage to BMA House for consumption or sale during the Event, unless agreed in writing in advance with the BMA;

4.1.2 upon conclusion of the Event, ensure the removal of any leftover food from the BMA House;

4.1.3 sub-license or assign the benefit of the Agreement or share occupation of a room, without the prior written agreement of BMA;

4.1.4 by any means, affix anything to the walls, ceilings, floors or pillars of BMA House; and

4.1.5 use areas of the BMA House not specified in the booking for registration of Guests or display of promotional or company materials.

4.2 All Event materials (e.g. boxes, banners, and promotional items, including exhibitor or any third-party materials) will be destroyed if not collected from BMA House within 10 Working Days from the end of the Event.

4.3 Any goods and items brought by the Client to BMA House in relation to 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.

4.4 The Client agrees to indemnify the BMA in full, for any claims which arise in relation to the BMA's disposal of any items, as per clause 4.3, which belong to a third party, including any exhibitors.

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4.5 The Client is responsible for providing delivery providers with accurate delivery information. The BMA will not be held liable if goods or items are not removed or delivered to the correct address.

4.6 In relation to wedding ceremonies conducted at BMA House, the Client shall be responsible for ensuring the appropriate arrangements are made with Camden London Borough Council. Details are available on request.

5. Health & Safety

5.1 The Client shall, and shall procure that any Guests, agents, contractors and subcontractors adhere to:

5.1.1 all health and safety rules set out in the [Health and Safety Policy](#) (as amended from time to time) provided to the Client upon confirmation of the booking;

5.1.2 all health and safety and fire alarm procedures in place in the relevant Room Hire; and

5.1.3 all instructions provided to the Client by the BMA event planner on the day of the Event.

6. Credit

6.1 The 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 The BMA reserves the right to refuse the Client's Event if the BMA deem the Client's credit score is poor or to require full payment in advance.

7. Payment terms

7.1 Subject to clause 7.3, unless the BMA has pre-approved a Credit Facility Agreement, all payments by the Client must be made to the BMA before the Event.

7.2 Subject to clause 7.4, the Client shall pay:

7.2.1 within seven (7) days from the date of the invoice, pay a non-refundable and non-transferable 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; and.

7.2.2 the balance of all remaining known charges as detailed on the Booking Sheet, no later than thirty (30) days prior to the Event.

7.3 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.

7.4 For bookings made within eight (8) 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 7.3.

7.5 In cases where commission is payable, in no circumstances will the Client (where they are third party booking agency) deduct commission at source. In such instances, the BMA will notify the booking agency separately of the commission they are entitled to based on the value of the booking which can be invoiced for. The Client will only deduct payable commission at source with the BMA's prior written agreement and when doing so, advise the BMA of the amounts deducted and adhere to the correct invoicing procedures for reconciliation purposes as set out by HMRC.

7.6 VAT will be applied to bookings in accordance with the relevant legislation and will apply to all Clients, irrespective of the originating country.

7.7 If payment is not received within the specified time, the BMA reserves the right to charge interest in line with Late Payment of Commercial Debts (Interest) Act 1998, as appropriate.

7.8 BMA accepts payment by online card payments, BACS, CHAPS, debit/credit cards and cheques.

7.9 The BMA expects invoices to be paid pursuant to clause 7 whether or not a purchase order number is specified on an invoice. It is the Client's responsibility to provide the BMA with any relevant purchase order number prior to the relevant invoice(s) being issued. The BMA will not issue a credit note and reinvoice to rectify any omission of a purchase order number.

8. Cancellation by the Client

8.1 If the Client cancels or postpones a confirmed Event or part of the Event (e.g. a meal, duration of the Event or any Room Hire), including an Event that has been confirmed using a Credit Facility Agreement, cancellation and other associated charges will apply in accordance with Clause 8.6, 8.7 and the cancellation table below ("Cancellation Charges").

Cancellation Charges

Time before Event cancellation is made	Amount due
More than 180 days	Non-refundable Deposit
61 – 179 days	65% of total charges
31 – 60 days	75% of total charges
11 – 30 days	90% of total charges
10 days or less	100% of total charges

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 made in writing by the Client and will take effect from the date of receipt by the BMA.

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- 8.4 Cancellation Charges 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 be calculated in accordance with the table set out in the table in clause 8.1 and the charges detailed in the Event Agreement or Booking Sheet (whichever contains the highest charges).
- 8.7 The cancellation table outlined in clause 8.1 applies to all charges incurred, or that would have been incurred had the Event taken place, by the Client.
- 8.8 For the avoidance of any 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 the BMA

- 9.1 The BMA may cancel the booking, without any liability or refund to the Client whatsoever, if:
- 9.1.1 The booking may prejudice the reputation of the BMA;
- 9.1.2 The BMA becomes aware of any change to the Client's financial situation such that the BMA considers the Client may not be in a position to fulfil its obligations under the Agreement;
- 9.2.3 The Client makes significant changes to the details of the Event or the expected number of Guests, and/or the hosting of the Event exceeds the BMA's capabilities;
- 9.2.4 The Client is more than thirty (30) Working Days in arrears of previous payments to the BMA.
- 9.2 Where cancellation occurs under Clause 9.1, the BMA may (at its sole discretion) charge the Cancellation Charges detailed in Clause 8.
- 9.3 The BMA may cancel the booking if construction work is necessary to BMA House. The BMA will do this only if no suitable alternative in the reasonable opinion of the BMA is available for the Event. If no suitable alternative is 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).
- 9.4 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 available alternatives are suitable, in the reasonable opinion of the BMA, for the Event and the BMA will endeavour to give as much prior notice as possible. If no suitable alternative is 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 The 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 Subject to clause 10.4, the BMA shall not be liable for any loss or damage to property of the Client, and the Client's Guests or Staff.
- 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 as outlined in the Event Agreement.
- 10.3 The BMA shall not be liable for any 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 save that 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 this failure is caused by circumstances beyond its control, including (without limitation) terrorist activity (threatened or actual, as determined at the BMA's sole discretion), 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, public holidays that were not named as such by the government at the time the booking was made, industrial dispute, failure of power or machinery, failure of or interruption in externally provided services and utilities, accident or Act of God or the conduct of the Client's Guests or Staff.
- 10.6 The Client shall at all times be liable for, indemnify and hold harmless the BMA (together with the BMA's employees, contractors, subcontractors, and agents ("BMA Personnel")) 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 or BMA Personnel arising out of or in connection with:
- 10.6.1 any damage to BMA House or other BMA property; and
- 10.6.2 the acts or omissions (negligent, fraudulent or otherwise) of
- (a) the Client (including its Guests or Staff), 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, the Client is 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. Where the Client is an individual, it is recommended that adequate insurance cover is procured in relation to the Client's obligations under this Agreement and to its Guests.

11. Intellectual Property

11.1 The Client shall ensure, and procure that its Guests and Staff ensure, the following:

11.1.1 The BMA name is not used in a manner which:

- (a) suggests that the Event is an official BMA event, or
- (b) implies the BMA's support, endorsement or approval of the Client, the Event, or any views and opinions expressed during the Event;

11.1.2 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);

11.1.3 Invitations to an Event held at BMA House must carry the RSVP address of the Client and not that of the BMA;

11.1.4 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;

11.1.5 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 Staff. 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 do so in accordance with the BMA's Privacy Policy, and be obtained at [<https://www.bma.org.uk/privacy-policy>] and 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.

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13. General

13.1 **This Agreement** shall form the entire agreement between the Client and the 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 **Public health measures** - The Client acknowledges that the BMA may be required (whether due to Government restriction or otherwise) to take reasonable measures due to public health concerns for the safety of its staff and the safety of Guests attending the Event.

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

13.4 **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.

13.5 **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.

13.6 **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.

13.7 **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.

13.8 **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.

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

13.10 **Notices** – Any notice required to be given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the BMA) its registered office for the time being and (in the case of the Client) their last known address, or by sending it by email to the email address notified by the relevant party to the other party. Any such notice shall be deemed to have been received:

13.10.1 if delivered personally, at the time of delivery;

13.10.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and

13.10.3 in the case of email, at the time of transmission.

- 14. Conflict of Terms** – If a conflict should arise between any of the documents specified as part of the Agreement, the terms contained in the BMA 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: _____

