

Materials Processing Institute General Conditions of Venue Hire

1. The Agreement

- 1.1 The Client wishes to hire and the Institute has agreed to hire the Room to the Client for Event Period on the terms of this Agreement.
- 1.2 The Agreement shall commence on the date at the end of this Agreement and shall terminate at the end of the Event Period.

2. Payment

- 2.1 In consideration of the provision of the Room and any other services set out in the Booking Request Form, the Client shall pay the Materials Processing Institute the Fee, as adjusted in accordance with clause 2.2, by BACS or cheque within 30 days of the date of the invoice. The invoice shall be issued after the Event, subject to clause 5.1.
- 2.2 The Fee is based on the Booking Request Form and for the purpose of the invoice shall be adjusted pro rata by the Institute to reflect the number of Guests attending the Event, such number having been provided by the Client in accordance with clause 3.2(a).
- 2.3 Failure to pay the Fee in accordance with clause 2.1 shall render the Client liable to pay interest on the outstanding sum at the rate of 4% per annum above the Bank of England base rate from the due date until the date of actual payment.

3. Rights and Obligations of the Client

- 3.1 The Client has the right to:
- (a) use the Room for the Event Period for the staging of the Event, in accordance with the Agreement. The Client must satisfy itself that the Room is a suitable venue at which to host the Event;
- (b) access the Room, along with the Client's employees, agents and sub-contractors for the purpose of preparing for and organising the Event, subject to such access being agreed with the Institute prior to the date of the Event;
- (c) use the toilets on the Institute's premises, along with the Guests, for the Event Period.
- 3.2 The Client shall:
- (a) provide the Institute with details of the number and names of the Guests attending the Event at least 3 working days prior to the Event.
- (b) provide the Institute with details of any medical conditions, dietary needs or special requirements of its Guests at least 3 working days prior to the Event;
- (c) not use the Room for any purpose other than to stage the Event;
- (d) ensure that the Room and the Institute's premises are cleared of Guests half an hour after the end of the Event Period;
- (e) not bring alcohol in to the Institute unless it is agreed in writing by the Institute prior to the Event;
- (f) pay the Institute for any breakages, damage or loss incurred by the Institute as a result of the actions of the Client, the Guests or the Client's agents, employees or contractors;
- (g) not do anything which would invalidate the insurance maintained by the Institute in relation to the Room;
- (h) observe all applicable statutes, licences, by-laws and regulations relating to the use of the Room for the Event, in particular the prohibition on smoking in the premises of the Institute;
- (i) not make any alterations or additions to the Room other than as agreed by the Institute in writing and shall make good any alterations at the end of the Event Period.

4. Rights and Obligations of the Institute

- 4.1 The Institute has the right to refuse admission to or remove any Guests from the Institute's premises or terminate the Event if, in the reasonable opinion of the Institute, the behaviour of the Guests is offensive, undesirable or a security risk.
- 4.2 The Institute shall:
- (a) provide the Client with the use of the Room during the Event Period in accordance with the terms of this Agreement;
- (b) provide the Client with food and beverages in accordance with the Booking Request Form;

5. Cancellation of the Event

- 5.1 If the Event is cancelled by the Client, the following cancellation charges apply:

<i>Date of cancellation prior to the Event</i>	<i>Charges payable to the Institute</i>
12 – 4 weeks	25% of the Fee
4 – 2 weeks	50% of the Fee
Less than 2 weeks	75% of the Fee
Less than 1 week	100% of the Fee

The cancellation charges are payable by the Client by BACS or cheque within 7 days of the date of the invoice.

- 5.2 The Institute shall make reasonable efforts to minimise and mitigate its losses in the event of a cancellation by the client.
- 5.3 The cancellation charge may be waived or reduced if the Institute is able to rebook the Room for the Event Period following cancellation by the Client. Any refund, waiver or reduction will be subject to the Institute deducting the reasonable costs and expenses incurred by the Institute in rebooking the Room, including but not limited to administrative costs and wasted management time.
- 5.4 The Institute reserves the right to cancel the Event at any time, in which case it shall refund any Fee to the Client in full.

6. Termination

- 6.1 Without prejudice to any right or remedy which either party may have against the other for breach or non-performance of the Agreement, both parties shall have the right to terminate the Agreement immediately by way of written notice if the other party commits a material breach of its obligations under the Agreement which is incapable of remedy or cannot be remedied in time for the Event. If the Institute commits a material breach of its obligations, clause 5.1 will not apply and the Fee will be refunded to the Client.
- 6.2 All rights and obligations of the parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect the accrued rights and obligations of the parties at the date of termination.

7. Liability and remedies

- 7.1 The Client acknowledges that it has entered into this Agreement in reliance only on the representations, warranties, promises and terms

- contained in this Agreement and, save as expressly set out in this Agreement, the Institute shall have no liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently. The Institute gives no warranty as to the suitability of the Room for the Event.
- 7.2 The Client shall inform the Institute of any Default and afford it reasonable opportunity to correct the Default.
- 7.3 In relation to any Default the Institute will accept unlimited liability for death or personal injury caused by the negligence of the Institute and anything else for which the Institute cannot at law limit or exclude its liability.
- 7.4 Except as provided in sub-clause 7.3, the Institute will not be liable for the following loss or damage howsoever arising and even if reasonably foreseeable by the Institute:
- (a) any economic loss including administrative and overhead costs, wasted management time, loss of profiles, business, contracts, revenues, goodwill, production and anticipated savings;
- (b) loss arising from any claim made against the Client by any other person;
- (c) loss or damage arising from the Institute's failure to fulfil its responsibilities or any matter under the control of the Institute;
- (d) any physical damage to the Client's or any Guests' property; or
- (e) any indirect or consequential loss.
- 7.5 Except for the liabilities accepted by the Institute under sub-clause 7.3, the Institute's liability for any one Default shall be limited to an amount equal to the Fee.
- 8. Force majeure**
The Institute shall not be liable under this Agreement in any way for loss, damage or delay consequent upon any circumstances beyond its reasonable control.
- 9. General**
9.1 The Agreement sets out the entire agreement and understanding between the parties and supersedes
- all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of this Agreement.
- 9.2 This Agreement shall not be assigned or sub-contracted by either party without the prior written consent of the other.
- 9.3 Unless expressly provided in this Agreement, no express term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it.
- 9.4 To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 9.5 Where under this Agreement any party agrees to pay to any other party any sum or to furnish to any other party consideration which (in either case) is consideration for a taxable supply that sum or consideration shall be exclusive of Value Added Tax payable on it and the recipient of the supply shall pay an amount equal to such Value Added Tax in addition to any sum or consideration on receipt of a valid Value Added Tax invoice from the relevant party.
- 9.6 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.
- 10. Governing Law and Jurisdiction**
10.1 This Agreement shall be governed by and construed in accordance with English Law. Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

Definitions and Interpretations

In the Agreement, unless the context otherwise requires, the following definitions shall apply:

“**Agreement**” means these General Conditions of Venue Hire (including any schedule or annexure to it) and the Booking Request Form.

“**Booking Request Form**” means the form titled 'Booking Request Form'.

“**Client**” means the person named as such in the Booking Request Form.

“**Institute**” means Materials Processing Institute, Eston Road, Middlesbrough, TS6 6US.

“**Default**” means any act, statement, omission, breach of obligation (whether express or implied, condition or warranty) contained in, precedent or collateral to this Agreement, breach of duty under statute or at common law or negligence by or on behalf of the Institute in connection with or arising out of the subject matter of this Agreement in respect of which the Institute is legally liable to the Client. A number of defaults which together result in or contribute to substantially the same loss or damage shall be treated as one Default occurring on the date of occurrence of the last such default.

“**Event**” means the event to take place in the Room, as detailed in the Booking Request Form.

“**Event Period**” means the duration of the Event, as detailed in the Booking Request Form.

“**Guests**” means those persons invited to the Event by the Client.

“**Fee**” means the total fee payable to the Institute by the Client in relation to the Event, as detailed in the Booking Request Form.

“**Room**” means the room at the premises of the Institute in which the Event shall take place, as detailed in the Booking Request Form.

In the Agreement, unless the context otherwise requires:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender;

(b) a reference to:

(i) any party includes its successors in title and permitted assigns: and

(ii) a “**person**” includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality).

(c) the headings are inserted for convenience only and shall not affect the interpretation of the Agreement.