

**NIHR Biomedical Research Centre
Guy's & St Thomas' NHS Foundation Trust and King's College London**

**Meeting Room Facilities
Standard Terms and Conditions**

1. Definitions

- 1.1. "BRC" refers to the NIHR Biomedical Research Centre at Guy's and St Thomas' NHS Foundation Trust and King's College London as an organisation and, where relevant, its agents and/or representatives. This includes key individuals within the GSTFT Research and Development Department.
- 1.2. "Booking Organiser" means the named person entering into the Hire Agreement with the BRC.
- 1.3. "Conditions" are the standard terms and conditions set out in this document.
- 1.4. "Function" means the event or meeting specified in the Hire Agreement.
- 1.5. "GSTFT" is Guy's and St Thomas' NHS Foundation Trust.
- 1.6. "Guest/Delegate" is a person invited to attend a Function.
- 1.7. "Hire Agreement" means the agreement between the BRC and the Booking Organiser for the hire of the Rooms and the provision of the Services, incorporating these Conditions.
- 1.8. "Hire Period" is the length of time that a Room/ Rooms are booked according to the Hire Agreement.
- 1.9. "KCL" refers to King's College London
- 1.10. "Layout" is the arrangement of a Room i.e. theatre style or boardroom style.
- 1.11. "Outstanding Balance" the cumulative sum that has not been paid by a Booking Organiser.
- 1.12. "Provisional Booking" refers to the date, time and Room(s) that a Booking Organiser has reserved subject to Condition 5.6 (Fair Usage).
- 1.13. "Quote" and "Quotation" refer to the estimated costs of a given Hire Agreement.
- 1.14. "Room" refers to one of the meeting rooms located within the BRC, to be hired by the Booking Organiser according to the relevant Hire Agreement.
- 1.15. "Services" are limited to the provision of equipment, technical support and facilities to host catering.
- 1.16. "User Tariff" refers to one of three tariffs which apply depending on the user's relationship to the BRC and the purpose for which the rooms have been booked. The criteria for each tariff is detailed in section 3.

2. Application of Terms and Conditions

- 2.1. Subject to any variation in accordance with these Conditions, the Hire Agreement will be subject exclusively to these Conditions to the exclusion of all other terms and conditions from any source.
- 2.2. The Booking Organiser must ensure that the details of the Hire Agreement are complete and accurate. The provisions of Condition 4.10 (Hire Agreement Amendments) shall apply should the Booking Organiser desire to make alterations to its booking once the booking has been accepted and confirmation issued.
- 2.3. If at any time the BRC does not exercise any right or rights conferred under these Terms and Conditions for any reason, this will not prevent the BRC from successfully exercising its right or rights in the future.
- 2.4. The relevant Conditions apply to all persons (for more information see Condition 6.1 to 6.4 inclusive) attending the 16th floor in any capacity.
- 2.5. The BRC may from time to time alter one or more of the Conditions mentioned herein. To check for updates please email R&Dadmin@gstt.nhs.uk

3. User Tariffs

- 3.1. See User Tariff table (page 1).

4. Hire

- 4.1. Each Hire Agreement by the Booking Organiser shall be deemed to be a Provisional Booking until confirmed.
- 4.2. A Provisional Booking will only be held for **1** business day from the date it is made.
- 4.3. Confirmations will be issued via email accompanied by a Quote where applicable. Once a meeting is confirmed all relevant Conditions will apply.
- 4.4. Hire Agreements begin from the day the confirmation is sent.
- 4.5. Subject to these Conditions the BRC gives the Booking Organiser, their employees, agents and all duly authorised persons to use the booked Room(s) for the sole purpose of the Function in accordance with the Hire Agreement.
- 4.6. Rooms are available for hire subject to Fair Usage Conditions (5.6).
- 4.7. The Booking Organiser must inform the R&D Administration team¹ in writing via email/fax/letter of any relevant special circumstances relating to any Function at least **14** days in advance of the event; this may include individual Guests/Delegates who have individual requirements.
- 4.8. No posters, flyers, leaflets or non-BRC related signage can be attached to any wall or partition surface inside or outside of the hired Room(s) without the consent of the R&D Reception Services.

¹ Email: R&Dadmin@gstt.nhs.uk T: 0207 188 5745 or 2310.

4.9. The Booking Organiser can only hire a Room or Rooms during staffed hours (8am – 6pm, Monday to Friday). Functions must conclude before 6pm to allow Guests and Delegates time to vacate the Room(s). Functions occurring outside of staffed hours require special dispensation.²

4.10. Hire Agreement Amendments

4.10.1. Any agreement can be amended or cancelled by the BRC to allow a higher priority meeting to take place.

4.10.2. Amendments will only be made if absolutely necessary and all efforts to minimise any disruptions will be made.

4.10.3. Should the Booking Organiser wish to amend a booking, this must be communicated to R&D Reception Services (see footnote 4) as soon as possible. All efforts will be made to accommodate changes, however, the BRC cannot make any guarantees that the changes will be possible or accept any responsibility if the desired changes cannot be implemented. Any changes to hospitality must be emailed to hospitalitybookings@gstt.nhs.uk quoting your booking reference number.

5. Payment

5.1. Payment will be charged at the relevant User Tariff for the Room(s) specified in a given Hire Agreement.

5.2. Internal recharges

5.2.1. GSTFT departments will be charged against the cost code supplied when making a booking. If bookings have been made without a cost code, one must be supplied prior to the event.

5.2.2. A named budget holder for the cost code must be supplied.

5.2.3. It is the responsibility of the Booking Organiser to supply the correct payment information and to gain permission of the named budget holder to use the supplied cost code.

5.2.4. If an error occurs due to incorrect information supplied by a Booking Organiser, it is the Booking Organiser's responsibility to coordinate a solution to the mistake.

5.2.5. The BRC does not take any responsibility for any disruption or financial loss due providing an incorrect cost code or other payment related information.

5.3. Invoices

5.3.1. Unless otherwise stated, the invoiced amount relates to the User Tariff of the Booking Organiser.

² For more information contact the R&D Reception Services using R&Dadmin@gstt.nhs.uk (footnote 2 above).

- 5.3.2. Organisations outside of the GSTFT finance system will be invoiced for the amount specified in the Quotation and any additional costs incurred as agreed with R&D Reception Services.
- 5.3.3. All payments must be made in Pounds Sterling (GBP) and accompanied by the Booking Organiser's booking reference number (see Quotation).
- 5.3.4. At the discretion of the BRC senior management, in cases where outstanding payments have accrued to an unreasonable level, the BRC reserves the right to cancel one or more of a Booking Organiser's existing Hire Agreements and refuse to enter into further Hire Agreements with the Booking Organiser until **FULL** payment of the outstanding balance has been received.
- 5.3.5. If after a reasonable number of written reminders have been issued to the Booking Organiser and payment has not been received, the Outstanding Balance will be referred to the GSTFT's Credit Control Department.
- 5.3.6. Where applicable, interest may be charged by GSTFT on outstanding balances to reflect a present day value.

5.4. VAT

- 5.4.1. VAT will be charged as per current HMRC³ regulations currently 20%.

5.5. Tariff Changes

- 5.5.1. The BRC reserves the right to periodically revise the per hour rate for any User Tariff. To check current rates please email R&Dadmin@gstt.nhs.uk
- 5.5.2. Where the BRC provides sufficient notice in writing as to changes to an applicable tariff, the Booking Organiser will be able to cancel the Hire Agreement without incurring any penalties.
- 5.5.3. In the event that the Booking Organiser is not given sufficient notice (14 days or more) and does **NOT** wish to alter their Hire Agreement, the pre-change Tariff will apply.

5.6. Fair Usage

- 5.6.1. Fair Usage is considered to be "a reasonable number of bookings that do not significantly limit the ability of other organisations or individuals to conduct business". What constitutes 'a reasonable number of bookings' is at the discretion of the BRC senior management as the individual circumstances and requirements may vary.
- 5.6.2. There are no set limits regarding the proportion a working day or the number of days a Booking Organisers can hire subject to Conditions 4.9 (Room usage during staffed hours) and 5.6 (Fair Usage).
- 5.6.3. Bookings cannot be made more than one calendar year in advance or until R&D/BRC executive and board meeting dates are confirmed.

³ HMRC = Her Majesty's Revenue and Customs

5.6.4. The BRC reserves the right to refuse/cancel bookings that are considered in excess of Fair Usage.

5.7. Catering

5.7.1. GSTFT catering can be contacted via hospitalitybooking@gstt.nhs.uk.

5.7.2. The use of alternative/outside caterers is not permitted.

5.7.3. Organisations/delegates may not bring in their own food and/or beverages for consumption in the BRC. Drinks from the café are permitted.

5.8. Audio Visual (AV) Services

5.8.1. AV equipment/services must be booked prior to the event. The BRC accepts **NO** responsibility for any disruption caused by a failure to book AV facilities.

5.8.2. AV facilities are charged at no extra cost.

5.8.3. Teleconference kit facilities are included within the price of the per hour Tariff. The Meeting Organiser will be required to set up their own charge account with an external supplier as this facility does not exist within the Trust. R&D Reception Services can direct you to a supplier if required.

5.8.4. No external services/equipment can be used without prior approval from senior BRC management.

5.8.5. The Booking Organiser may bring his/her own personal audio visual equipment. If audio visual equipment not supplied by the BRC is used, the Booking Organiser is solely responsible for testing that the equipment is compatible with the BRC's audio-visual equipment settings.

6. Conduct

6.1. The BRC is a working environment and those who attend the BRC in any capacity must conduct themselves in a responsible and/or professional manner. This includes, but is not limited to:

- a) members of the public
- b) GSTFT patients
- c) students from any organisation
- d) agents or representatives of any organisation. Please note that agents or representatives are responsible for the behaviour of their Guests/Delegates.

6.2. Due consideration must be given by those attending other Functions that occur at the same time as the Book Organiser's meeting.

6.3. All persons attending the BRC in any capacity **MUST** refrain from any behaviour which would bring the BRC into disrepute. This includes but is not limited to:

- a) causing physical and/or emotional discomfort
- b) causing any unnecessary risk to others
- c) excessive or unnecessary noise outside the meeting rooms, around the hotdesks or in the café area.
- d) Guests/Delegates are expected to observe all appropriate provisions and obligations of GSTFT policies. This includes but is not limited to, those relating to harassment, equal opportunities, health and safety, drugs, smoking, information technology etc which are available at: <http://gti/policies/policies.aspx>

7. Health and safety

- 7.1. Fire alarm testing is carried out every Wednesday at 2.45pm as per Trust protocol.
- 7.2. All Rooms have a designated maximum occupancy for all each type of layout. The number of people per Room for a given layout must not be exceeded.
- 7.3. The Booking Organiser must inform R&D Reception Services in advance of any special requirements for Guests/Delegates.

8. Equipment Security and Personal Property

- 8.1. If any equipment is damaged or removed from the BRC, the individual to whom the room is booked is responsible for replacing/returning the damaged/removed item(s). If the items are not replaced/returned within 7 days a separate invoice for the costs of replacing the items will be issued.
- 8.2. The BRC takes no responsibility for external equipment which is brought onto its premises and the Booking Organiser is responsible for any consequent loss or damage. This includes were damage/loss occurs while en route to or leaving from a Function in the BRC meeting room facilities.

Updated July 2015