



National Conference Centre Conference and Events
Terms and Conditions of Venue Hire

Definitions:

The following words and phrases shall have the following meanings in these terms and conditions:

“Reservation” is the written or verbal request of the Client for facilities within National Conference Centre, which We accept upon these terms and conditions.

“National Conference Centre” is The National Conference Centre, trading as The National Motorcycle Museum (Services) Ltd.

“Venue” or “We” refers to National Conference Centre and “Our” shall be construed accordingly.

“Client” or “You” is the person, firm or other body as detailed on the final page of these terms and conditions who has made a Reservation.

“Sales Manager”, “Planning Manager”, “Technical Manager” and “General Manager” is the person/or persons specified on The Contract appended to these terms and conditions or as notified to the Client prior to the Function.

“The Venue” is the Venue and premises known as the National Conference Centre and associated rooms within National Conference Centre in which the Function shall be held as detailed on The Contract.

“The Contract” is the document that will be appended to these Terms and Conditions which is required to be signed and returned by You in order to confirm Your Event.

“Function” is the event in respect of which the Client has made a Reservation as confirmed by the return of a signed copy of these signed terms and conditions.

“Hire Period” means the agreed period for which the Client is permitted to enter National Conference Centre for the purposes envisaged by the agreement.

“Agreement” refers to this document (National Conference Centre Conference and Events Terms and Conditions of Venue Hire) in its entirety

1. Reservations

1.1 The Client and National Conference Centre shall, if possible upon the Client making the Reservation and in any event prior to the date of the Function, agree the following which shall be noted on The Contract appended to these terms and conditions:

- (i) the minimum number of guests guaranteed to attend the Function (“Minimum Guaranteed Number of Guests”);
- (ii) the minimum cost per person for the food (or package price) to be provided to the Client and its guests at the Function (“Minimum Menu Spend” or Package Price”);
- (iii) the cost to the Client of hiring space in the Venue (“Room Hire Charges”);
- (iv) any other relevant agreed contractual costs.
- (v) the time at which the Client may have access to the Function Room for the purpose of the Function (“Access Time”)
- (vi) the time at which the Client, its guests, employees, agents, contractors and any other persons in any way connected to the Client who are using the Function Room for the purpose of the Function must vacate the Venue (“Vacate Time”).

1.2 The Client may make provisional reservations which will be held by National Conference Centre for a maximum of a fourteen day period or until the release date stated in correspondence. Extensions to this period may be granted by the Sales Manager or General Manager as appropriate. After this time National Conference Centre reserves the right to release the provisional reservation if confirmation of the Reservation is not received in writing with a signed copy of The Contract as appended to these Terms and Conditions.

2. Terms of Payment

2.1 All functions, whether they be “Private” or “Public” will be required to fully comply with the payment terms as detailed below. No purported variations or exclusions to this prepayment schedule shall be accepted by The Venue unless agreed in writing in advance by The Sales Manager or General Manager.

2.2 Private Events. These are categorised as events whereby there is no corporate registered organisation responsible for the payment of all invoices. These may include (but are not limited to) private weddings, private anniversaries, charity events, or other social gatherings, in these cases Proforma deposits will be required as follows:

- (i) 25% of contracted total costs upon confirmation of the booking or £500inc VAT, whichever is the greater (the "Initial Deposit");
- (ii) the outstanding balance of anticipated total costs plus any additional payment must be received in cleared funds no later than 5 working days before the Function is due to commence (the "Balance"). In the event that the booking is made less than 5 days before the Function is due to commence the Balance will be payable with the Initial Deposit.

2.3 Corporate Events. These are categorised as any event where there is a company registered organisation or similar entity responsible for the payment of all invoices, whose accounts have either been registered with Companies House and as so a formal credit vetting check can be carried out upon them or can be vetted by alternative means. In these cases the following will be required:

- (i) 25% of contracted total costs upon confirmation of the booking or £500 inc VAT, whichever is the greater (the "Initial Deposit");
- (ii) All such companies or organisations will be required to complete and return The Venue’s Credit Application Form (as appended to the Terms and Conditions). Subject to the success of this application the Venue may extend a post event credit facility for up to the balance owed on the event having factored in the Initial Deposit. If a post event credit facility is granted by The Venue then this will be confirmed in writing to You detailing the agreed amount permitted. Any post event credit granted will become payable by You within 14 days of date of invoice. Any such credit facility granted will be at the sole discretion of The Venue and will be subject to a detailed credit reference check being completed using an accredited 3rd party agency and will be facilitated using the information provided by You on The Venue’s Credit Application form as provided . The level of this credit may be reduced at the Venue’s sole discretion.

2.4 National Conference Centre is entitled if it deems it so necessary to request 14 days before the function that the Client pay an additional deposit (in an amount to be confirmed) in respect of potential additional costs or expenses for items yet confirmed, possible increases in guests numbers or anticipated other ancillary costs. This will be referred to as a “Contingency for anticipated extras” and may be based upon a percentage of the known costs at that date.

2.5 In the event that a signed copy of The Contract (as appended to this document) or any sum is not received when due in accordance with clauses 1.2, 2.2 and 2.3, then, without prejudice to any other rights or remedies We may have, We reserve the right, upon notice to You, to forfeit any deposits previously paid by You and to re-allocate the room and treat the booking as cancelled.

2.6 The whole or part of such deposit payments made by the Client in accordance with clause 2.2 and 2.3 will be applied by The Venue in discharge in whole or in part of the actual total cost of the function to the Client or in discharge of any liabilities incurred by the Client to National Conference Centre.

2.7 All payments made to National Conference Centre must be in pounds sterling. Acceptable methods of payment for the Function are cash, bankers draft, cheque, electronic transfer (BACS or CHAPS) or (by prior arrangement) a recognised major credit card. In the latter's case, details of a valid credit card must be provided at the time of confirmation (using the Third Party Credit Card Authorisation Form as provided) for the charging of any additional costs incurred which have not been accounted for in the proforma deposits, in accordance with clause 2.13

2.8 Should payment be made by credit card then this must be advised and agreed in advance and a surcharge of 5% will be levied for all transactions above £3000.00 with the exception of payments by American Express in which case the 5% surcharge will be levied on all transactions irrespective of amount. This figure will be advised by the Venue in advance of any payment transaction being processed.

2.9 If the Client chooses to pay by cheque, the Client shall make the cheque payable to The National Motorcycle Museum (Services) Ltd.

2.10 Time of payments is of the essence.

2.11 In accordance with clauses 2.2 and 2.3 full payment of all pre event proforma invoices, including VAT at the current rate, must be received in clear funds at least 5 working days prior to commencement of the Function, failing which, We reserve the right (upon notice to You), to retain any sums previously paid by You and to re-allocate the room to another client and treat the booking as cancelled.

2.12 In the event of a cancellation of the Reservation by or on behalf of the Client, National Conference Centre reserves the right to retain any deposit payments made in accordance with the cancellation charges set out in clause 4. Any such cancellation must be made in writing.

2.13 In accordance with clause 2.3 the payment of all post event outstanding sums due shall be made by the Client within 14 days of the date of National Conference Centre's final invoice. If the Client does not have the benefit of a credit facility with National Conference Centre, any outstanding sums due will be charged directly to the Client's credit card, details of which are to be provided as set out in clause 2.7.

2.14 If the Client has reasonable grounds for believing the invoice rendered to be incorrect, they may give written notice to the Planning Manager stating its grounds for disputing the amount payable and the amount that is in dispute. Unless such notice has been received by National Conference Centre within 14 days of the date of the invoice, the Client will be deemed to have agreed the invoice and any outstanding amounts shall be payable in full as aforesaid.

2.15 In the case of a disputed invoice, the Client shall render full payment as aforesaid for all undisputed charges. The balance of the disputed amounts shall be paid immediately upon the disputed amount being agreed between the Client and the Planning Manager or General Manager and in the event of agreement not being reached within 14 days of the Client's notice of dispute, the total amount shown on the invoice shall be paid by the Client (less any undisputed amounts previously paid by the Client).

2.16 If any payment due is not made on the due date, that payment and any other subsequent payments due under this Agreement shall immediately become due and payable to Us. In the event of any overdue payment We may (without notice to You) charge the credit card details as provided under clause 2.7 the sum owed and if this transaction fails for any reason treat this Agreement as being cancelled and re-allocate the area.

2.17 If any payment due under this Agreement is not paid on the due date We may also charge interest on all overdue amounts at the rate of 3% per annum above the Bank of England base rate, for the time being, from the due date until date of actual payment. Any such interest shall accrue on a daily basis both before and after any judgment.

2.18 We may also, at the Venue's discretion, refuse entry to You, your contractors or any of Your guests into the permitted area in the event that payments have not been made on the due date.

3. Confirmation of Function Details and Number of Attendees

3.1 The Client shall provide National Conference Centre with confirmation of all details for the Function including anticipated catering numbers at least 10 working days prior to the Function start date.

3.2 Any changes to room plans, once they have been agreed and approved must be notified to the Planning Manager at least 3 working days (Monday – Friday excluding bank holidays) prior to the Function. Should there be any substantial changes made to these plans after the Venue has set up the Function Space then National Conference Centre reserves the right to charge You the cost of making all such changes.

3.3 The Client shall also notify the Planning Manager of final catering numbers at least 5 working days (Monday - Friday, excluding bank holidays) prior to the date of the Function ("Final Confirmed Number"). Should this Final Confirmed Number be greater than the anticipated catering numbers detailed in clause 3.1 then the balance owed is to be settled by credit card as detailed in clause 2.6 or post event subject to a credit facility being applied for and approved as set out in clause 2.2

3.4 In the event that the actual number of guests attending the Function exceeds the final confirmed number advised to the National Conference Centre in accordance with clause 3.3, then a final invoice will be submitted by The National Conference Centre based upon the higher of the catering numbers and shall be payable by You within 14 days of receipt.

3.5 If the actual number of guests who attend the Function is less than the Minimum Guaranteed Number of Guests or the Final Confirmed Number (whichever is the greater), the Client shall pay to National Conference Centre an amount calculated by multiplying the difference between the higher of the Minimum Guaranteed Number of Guests and the Final Confirmed Number and the actual number of guests attending the Function by the actual total average spend per guest, to be calculated by aggregating the food and beverage charges incurred in relation to the Function and dividing this amount by the actual number of guests attending the Function.

3.4 The size of the room or space allocated to You for the function is based upon the expected number of attendees and in the case of more than a 10% increase or reduction, the allocated function space may be changed by Us upon prior notice to You.

4. Cancellation

4.1 The National Conference Centre may cancel the Reservation in the event of the Client materially failing to perform any of its obligations, as detailed in these terms and conditions and in the case of any breach capable of remedy, fails to remedy the breach within 5 working days of being notified by Us to do so.

4.2 The Client may cancel the Reservation on written notice to the Venue at any time prior to the date of the Function. Cancellations will only be accepted and effective if notified in writing to Us clearly specifying the function to which the notice relates. Cancellations are deemed to be effective from the date upon which the notice is received by Us in writing.

4.3 If this contract is to be terminated or cancelled by either National Conference Centre in accordance with clause 4.1 or the Client in accordance with clause 4.2, National Conference Centre may charge the Client a cancellation fee. The cancellation fee will be calculated by aggregating (i) the Room Hire Charge, (ii) the Minimum Menu Spend as detailed on The Contract multiplied by the Minimum Guaranteed Number of Guests (iii) any minimum beverage spends as detailed on The Contract by reference to the Minimum Guaranteed Number of Guests and then taking the following percentages of the resultant figure as applicable:

Cancellation period	% before function
More than 12 months	Nil
More than 9 months up to and including 12 months	20%
More than 6 months up to and including 9 months	30%
More than 4 months up to and including 6 months	50%
More than 2 months up to and including 4 months	80%
More than 1 month up to and including 2 months	90%
Up to and including 1 month	100%

4.4 In the event that the Client cancels a booking, then, in addition to the aforementioned calculations, any commitment that has been made by The Venue on The Clients behalf or for The Clients benefit for any services including, without limitation, entertainment, car, flowers, equipment or otherwise, howsoever arising, shall be promptly reimbursed to The Venue in full or settled directly by The Client. The Client hereby agrees to indemnify The Venue and keep The Venue indemnified against all losses, liabilities, expenses, costs, claims, proceedings and demands suffered or incurred by The Venue as a result of such cancellation.

4.5 If the function is cancelled less than 5 working days prior to the date of the Function, the above calculation shall be amended so that the figures representing the Minimum Guaranteed Number of Guests shall be replaced with a figure representing the higher of the Minimum Guaranteed Number of Guests and the Final Confirmed Number.

4.6 If National Conference Centre is successful in holding an alternative function on the date that the Reservation was to be held, any room hire proceeds of such alternative function shall be deducted from the cancellation fee. National Conference Centre shall be under no obligation to hold an alternative function on the date of the Reservation.

4.7 Any deposit payments received from the Client shall be applied to pay the cancellation fee in whole or in part and any remaining deposit payments shall be refunded to the Client within 28 days of written notice of cancellation being received by National Conference Centre. If the cancellation fee exceeds the deposit payments made by the Client, the remaining part of the cancellation fee shall be charged in accordance with clause 2.

4.8 National Conference Centre reserves the right to cancel the Reservation:

(i) if the Client becomes insolvent or enters into liquidation or receivership whether compulsory or voluntary, or is subject to any similar process;

(ii) if it believes that the Reservation might prejudice the reputation of National Conference Centre in any way;

(iii) if it believes that the reservation might jeopardise the business of National Conference Centre;

(iv) if due to unforeseen circumstances beyond National Conference Centre's control resulting in its closure or partial closure.

4.9 If National Conference Centre cancels the Reservation in accordance with clause 4.8.ii, 4.8.iii and 4.8.iv, National Conference Centre will refund any amounts already paid by the Client in relation to the Reservation and will have no further liability to it.

5. Force Majeure and Liability

5.1 If National Conference Centre is prevented from carrying out its obligations hereunder by circumstances beyond its reasonable control including (but without limitation), Government intervention, national strikes, national or local labour disputes, accidents, acts of God, national or local disasters or war, or acts of terrorism, or any statute, regulation or order having the force of law or the failure of the responsible service provider to supply water, gas or electricity or any other factor outside the reasonable control of National Conference Centre, causing the whole or a substantial part of The Venue to be closed or deemed inoperable then National Conference Centre may either:

(i) substitute similar or comparable space for the Function at National Conference Centre;

or

(ii) cancel the booking and refund the amounts already paid by the Client and shall have no further liability to the Client.

5.2 In either case We shall be under no liability to You or your guests or any other person for any loss for which You or they may suffer in consequence of any such suspension, substitution or cancellation.

5.3 National Conference Centre shall not be liable for loss of or damage to any object, equipment, furniture, stock or other property of any sort brought onto the premises by the Client, or hired by National Conference Centre on the Client's behalf, howsoever such loss or damage may occur unless as a direct result of National Conference Centre's negligence. The Client acknowledges that any such objects, equipment, furniture, stock or other property of any sort brought in by the Client will remain under the control and care of the Client and that the Client is in the best position to insure such property. Accordingly it is reasonable for National Conference Centre to exclude liability for such property to the extent referred to above.

5.4 Nothing in this agreement affects National Conference Centre's liability for personal injury or death suffered by the Client or any third party as a result of any negligence of National Conference Centre; or its employees' or agents acting on its behalf.

6. Punctuality

6.1 The Client agrees to commence the Function promptly at the time agreed with National Conference Centre and to procure that those persons present at the Function vacate the Venue area at the time agreed between the Client and National Conference Centre.

6.2 If a meal is being provided by National Conference Centre as part of the Function the Client shall ensure that those attending the Function are ready to be served their food at the time agreed and that, unless otherwise agreed in writing in advance with National Conference Centre the meal is completed within a period of one hour and forty five minutes.

6.3 The Client agrees to reimburse all expenses incurred by National Conference Centre resulting from the Client's breach of its obligations under this clause 6 including (but without limitation) any additional payments to staff, in respect to overtime.

6.4 The Client agrees to ensure that National Conference Centre's facilities reserved for the Function are cleared of all materials and equipment brought into them (other than by National Conference Centre) for the Vacate Time as detailed on The Contract. In default the Client will be liable for any costs, charges or expenses payable by the National Conference Centre to any subsequent Client due to any disruption to its function as a result of the Client's non-compliance with the Vacate Time.

6.5 The Client agrees to vacate National Conference Centre by the Vacate Time, leaving it in the same condition and state in which the Client was first given access to the Venue save for the reasonable cleaning of surfaces of the Venue. In the event that, in Our opinion, an unreasonable amount of cleaning is required to the room or space after a Function, an additional charge to cover labour and equipment costs will be levied by National Conference Centre to the Client and this will be reimbursed by the Client on first written demand from National Conference Centre in accordance with payment terms as stipulated in clause 2.

7. Supply of Additional Goods or Services

7.1 The Client agrees to notify the National Conference Centre of any authorised person able to act on behalf of the Client and having ostensible authority to do so unless covered by other provisions of these terms and conditions. The Client agrees to notify the Planning Manager in writing in advance of the Function of the names and positions of any authorised signatory who may request goods or services from National Conference Centre to be charged, in relation to the Function.

7.2 The Client shall not, and shall procure that any persons attending the Function shall not bring food, wine, beer or spirits into the Venue for consumption in the Venue, unless the prior written consent of the Planning Manager has been obtained and any additional charge agreed.

8. Hotel Accommodation

Should National Conference Centre be asked by the Client to be responsible for making group reservations for overnight accommodation on behalf of the Client, their guests or contractors, the Client will agree to the following conditions being applied: -

(i) Confirmation of details – the Client will ensure that all rooming lists detailing names, dates of accommodation required and specialised requirements and are received by the Planning Manager no later than 14 working days prior to the arrival date of the booking.

(ii) Deposits – the Deposit schedule relating to all group accommodation bookings will be as detailed in clause 2.2 unless otherwise agreed in writing by the Planning Manager.

(iii) Bedroom cancellation policy – the Client will agree to accept a full cancellation policy of all bedrooms originally reserved by National Conference Centre. The terms of this cancellation will be as stated in clause 4.3 above.

(iv) Accommodation Attrition – Client will be permitted up to a 10% attrition in the original room volume booked up to 14 days prior to the arrival date of the booking without penalty. Should there be further attrition after this deadline then the full cancellation policy will be implemented for the rooms released.

9. Damage to Property and Persons

9.1 The Client will take every precaution not to injure any person or damage any property of the Venue or any third party. The Client shall satisfy all claims based on any such damage or injury, whether such claims are made by National Conference Centre or by a third party against the Venue or the Client. The Client agrees to fully indemnify the National Conference Centre from all and against claims of whatever nature by third parties (including the employees, sub-contractors and guests of the Client) in connection with the Function. Notwithstanding the foregoing nothing in this condition shall render the Client liable in respect of any death, injury or damage caused solely by any negligent act or omission of the National Conference Centre, their employees or agents as defined in Section 1 of the Unfair Contract Terms Act 1977.

9.2 The Client will ensure that nothing is affixed to the floors, walls, ceilings or columns of the area reserved by the Client for the Function, or any other part of the Venue, by nails, screws, tape, Velcro, other sticky backed mechanisms, drawing pins or other means, or suspended from the roofs or ceilings thereof unless either by the purpose inbuilt hanging mechanisms. The Client will pay for any repair necessitated by such damage.

10. Installation of Equipment

10.1 Should the Client engage any 3rd party for the provision of any event production, exhibition stand build or other technical aspect relating to their event then the Client is to ensure that the details of the main production company or contractor is passed to the Planning Manager no later than 30 days prior to the event date.

10.2 The Venue will send the designated production company or main contractor a full set of Health and Safety instructions as well as a set of Contractor Rules and Regulations which they will be required to sign and abide by in full. National Conference Centre reserves the right to exclude any contractors, however employed by the Client, if they fail to return such paperwork to National Conference Centre, or if any aspect of their submitted paperwork fails to meet the standards expected by the Venue or the industry regulations. The Client agrees to indemnify National Conference Centre against the effect of any such failure.

10.3 The Client shall procure that all electrical and audiovisual equipment introduced to the Venue by the Client complies with the Institute of Electrical Engineers Regulations and Safety Standards current at the time of the Function.

10.4 The Client shall, and shall procure, that its contractors or employees shall, comply with all other safety and licensing requirements applicable to the Venue (for example, but without limitation, the Fire Precautions Act 1971, Health and Safety at Work Act 1974, and the Town and Country Planning Acts 1971 to 1990) from time to time.

10.5 The Client may during the period of the Function have uninterrupted use of supplies of electricity, water and gas through the pipes, wires and cables currently installed at the Venue but must at all times comply with any requirements imposed by the suppliers of electricity, water and gas or by the West Midlands Fire Brigade or Solihull Borough Council in respect of such.

10.6 The Client will, and will procure that its contractors or employees will, ensure that all gangways, aisles, fire exit doors and associated corridors (both internal and immediately upon exit) are left free from any and all obstructions.

10.7 The Client will, and will procure that its contractors or employees will, ensure that all fire exit doors remain fully operational in accordance with the relevant Fire Regulations and that all directional signage to such exits as well as all fire fighting appliances remain fully visible to any and all guests, staff, employees and contractors of both the Client and National Conference Centre

10.8 The Client will not, and will procure that its guests, contractors, agents and employees will not, enter any area other than those necessary and designated for the Function.

11. The National Conference Centre's Right to Exclude or Eject Persons

11.1 National Conference Centre reserves the right to exclude or eject any persons from the Function or the Venue who it shall reasonably consider to be objectionable (including any person engaged by the Client to provide production, entertainment or perform any other duties at the Function). The Client will be liable for any liability arising thereby save where the Client establishes negligence or bad faith by National Conference Centre. The Client shall indemnify National Conference Centre in respect of any and all claims whether from guests, staff or otherwise, save where the Client establishes negligence or bad faith by National Conference Centre.

12. Insurance and Indemnity

12.1 In the event of the Function involving importation of equipment or any other property whatsoever into the Venue, the Client and all performers, contractors, employees and agents howsoever employed must be in possession of public and employers liability insurance to a minimum of £5,000,000, in respect to any one claim plus cost and expenses, to cover any injury to persons or damage to property caused by the malfunction of their equipment. All such parties must be able to provide certification to this amount upon request at any time throughout the lead in or duration of the Function. Technical Manager or Event Manager will have total authority to instruct live acts to cease to operate as he or she sees fit if they have reasonable grounds to do so.

12.2 National Conference Centre warrants that it will at all times during the duration of the Function maintain in respect of the Venue policies of employers' liability and occupiers' liability unless the same shall be vitiated or rendered ineffective by any action or omission by or on behalf of the Client, its staff, its contractors, its guests or its invitees.

12.3 The Client will indemnify National Conference Centre in respect of any direct or indirect loss, damages, costs or expenses (including legal fees) arising from any breach of this agreement by any act or omission of the Client or its employees, representatives, invitees or agents arising from or in connection with the Function.

12.4 Neither party excludes or limits its liability to the other for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982. Nothing in these terms and conditions excludes or limits National Conference Centres liability for death or personal injury caused by Our negligence or for fraudulent misrepresentation.

12.5 Except as specified in Clause 12.4 National Conference Centre's maximum aggregate liability for all claims made by the Client in relation to its performance under this Agreement shall not exceed one hundred percent (100%) of the sum paid by the Client for the Function, in respect of which such claim is made, however that claim arises including (without limitation) negligent error or omission, breach of contract, tort, misrepresentation (excluding fraudulent misrepresentation) or breach of statutory duty.

12.6 We accept no liability under or in relation to these terms and conditions or otherwise under our agreement with You or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation, or for any other reason excluding fraudulent misrepresentation) for any loss of profits, loss of business, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of Clients, loss of, or loss of use of any software or data, loss of use of any computer or other equipment or plant, wasted management or other staff time, losses or liabilities under or in relation to any other contract or for any indirect, consequential loss or damage. For the purposes of this clause, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

12.7 Both parties expressly agree that should any limitation of liability clause or provision contained in these terms and conditions be held to be invalid under any applicable legislation (primary or otherwise) or rule of law by reason of some part of that clause or provision it shall, to that extent, be deemed omitted, but if We thereby become liable for loss or damage which would otherwise have been excluded or limited, as the case may be, such liability shall be subject to the other applicable limitations and provisions set out herein

13. Conduct of the Function in an Orderly Way

13.1 The Client will provide National Conference Centre with full details of the nature of and agenda for the Function, the names of the guests and third parties and any other reasonable information pertaining to the Function which National Conference Centre may reasonably require.

13.2 The Client will specifically advise the Planning Manager as to any and all disabled (howsoever) guests or attendees to its Function, in order that National Conference Centre can make adequate and proper provision for the treatment of such guests in case of an emergency.

13.3 The use of smoke, dry ice, strobe lighting or any other such effect may only be permitted with the express written consent of the Planning Manager or Technical Manager and full details of specific uses including timing and effected areas must be provided by the Client or their contractor at least 14 days before the Event. The use of internal pyrotechnics or other such naked flame effects (with the exception of table candles) is strictly prohibited.

13.4 The use of external pyrotechnics will only be permitted with the express authorisation of the Planning Manager or General Manager and will be subject to the client agreeing to use one of the Venues approved nominated suppliers, no other supplier will be allowed. Should the Client wish to incorporate external pyrotechnics within their event they may do so based upon the following conditions.

(i) The display must be fully concluded by 10.30pm

(ii) The client must submit their request to use pyrotechnics no later than 3 months prior to the event date, or at the time of contracting depending which is the later

(iii) The client will agree to pay a £500.00 plus VAT (£600.00 inc VAT) fee for the use of the external area (this is over and above the costs associated with the actual provision of the pyrotechnics).

(iv) Should the pyrotechnic display be cancelled on the day by the supplier due to weather or any other conditions beyond its control then the client will have no recourse and will forfeit all monies paid in its respect.

(v) The client will accept full responsibility for any damage caused to any vehicle in the car parking area of the Venue howsoever caused as a result of their own firework display. This will extend to any or irrespective of if the owner is attending the clients own event.

(vi) The maximum height for any firework is limited to 350feet above ground level.

(vii) The Venue will only permit one such display to take place during any single day (a day being from 00:01hours to 23.59hours)

13.5 National Conference Centre reserves the right to search all containers, boxes, flight cases and equipment coming into the Venue prior to a Function and leaving the Venue after a Function

13.6 The Client will not use the name of the National Conference Centre or National Motorcycle Museum in any of its advertising or publicity for the Function (other than in describing the location of the Function) without the prior written approval of National Conference Centre. In any case, the client will not use the name of the Venue in any circumstances until such time as the Function has fully confirmed.

13.7 Car parking is only permitted in the designated car parks. We accept no responsibility for loss or damage to cars parked in the designated parking areas and do not guarantee the availability of car parking spaces.

14. Disposal of Articles left in the Premises

14.1 National Conference Centre shall have the right to remove and discard anything left at the Venue after the Function has ended. If anything appears to National Conference Centre to be an article of value, National Conference Centre may, if it thinks fit, store such article. National Conference Centre accepts no liability for the safekeeping of such stored articles; unless placed into National Conference Centre's charge by You or any nominated representative by handing the item/or article to the Planning Manager/Technical Manager for safe keeping.

14.2 National Conference Centre reserves the right to dispose of any article left at the Venue after 24 hours (save any articles left by delegates which fall under the description of lost property) by either the Client or their agents or contractors.

15. Licensing Regulations

15.1 The Client will ensure that the Function will not be conducted in a way, and that its guests will not behave in a way, which will or may constitute a breach of the law or cause a nuisance to local residents or be an infringement of or render possible forfeiture or non renewal of licences for The Venue or conflict with National Conference Centre's fire certificates. In particular (but without limitation) the Client shall ensure that there is no illegal betting or gaming. The Client will indemnify the National Conference Centre against any and all claims, expenses and costs suffered or incurred by the National Conference Centre as a result of any breach of this provision.

15.2 If the Client proposes holding any lottery, raffle or the suchlike, it may need to be registered in accordance with the Lotteries and Amusements Act 1976 (as amended) or any replacement. It is the Client's responsibility to ensure compliance with the requirements of that Act and National Conference Centre shall bear no liability for the Client's failure to comply with such Act.

16. Health and Safety

16.1 All proposed structures or other arrangements in connection with the Function must comply with health, safety, fire and other applicable regulations. The Client agrees to effect and maintain adequate insurance against any damage to National Conference Centre property and also for third party risks. If requested, Client will ensure that National Conference Centre interests are endorsed on the relevant policy. The Client will produce details of such insurance if requested by National Conference Centre.

16.2 Should You engage any third party Production company or other contractor for the delivery of your production including sets, sound, lighting, exhibitions or other physical constructions, You must ensure that they comply in full with the Contractors Rules and Regulations as sent by the Venue. Once contacted by the Venue your contractors must submit all requested Health and Safety and other associated documentation in accordance with the timelines required for the Venue to review and approve in advance of the event taking place. Should this facility be required then You agree to take full responsibility for all associated costs which may arise in order to satisfy legislative and industry standard compliance. Any such costs arising will be notified to You by the Event Planner.

16.3 The Planning Manager can delay the start of the Function if any fire exit or automatic door closure is being blocked by equipment brought onto the premises for the Function, and no guests will be permitted entry until the problem is resolved.

16.4 The Client will, and will ensure that its employees, agents and sub-contractors (including bands or other live act performers) will observe and comply with all regulatory and statutory requirements, including without limitation, the Health and Safety at Work Act 1974, Fire Precautions Act 1971, and also Employers Liability Act 1998. The Client will fully indemnify National Conference Centre against any and all claims, expenses and costs suffered or incurred by National Conference Centre as a result of any breach of this provision.

17. Cars being brought into the National Conference Centre

17.1 The National Conference Centre Conference and Events team must be informed at least 21 days prior to the event. The relevant Risk Assessments and Method Statements must be submitted at least 14 days prior to the event.

17.2 All vehicle fuel tanks must be empty. The Battery must be disconnected while the vehicle is on site. Please be aware that this may impact alarms and radios.

17.3 One set of Keys must be provided to the Venue Management and Oil Sump Tray suitably positioned. Finally, at least 1x CO2 extinguisher and fire blanket to be placed in close proximity to vehicle so as to be readily available if necessary.

17.4 No vehicle may be driven into or out of the Venue. Exception may apply depending on the size of the vehicle. If you do require the vehicle to be driven in please contact the Planning Manager in advance.

18. General

18.1 The Client may not assign, transfer or change its rights and/or obligations under these terms and conditions without the prior written consent of the General Manager. National Conference Centre may assign its rights and obligations under these terms and conditions if it sells or otherwise disposes of the whole or substantially the whole of the National Conference Centre business.

18.2 This Agreement contains the entire agreement between National Conference Centre and the Client with respect to the Function, and supersedes all previous conditions, terms, obligations, promises, warranties or agreements whether oral or written relating to the Function and any such prior agreement is hereby cancelled. For the avoidance of doubt each party irrevocably waives any right it may have to seek a remedy for:

(i) Any misrepresentation which has not become a term of this Agreement; or

(ii) Any breach of warranty or undertaking (other than those contained in this Agreement) whether express or implied, statutory or otherwise; unless such misrepresentation, warranty or undertaking was made fraudulently.

18.3 The Client may not sub-contract the performance of any or all of their rights or obligations under these conditions without the prior written consent of National Conference Centre.

18.4 The Client may not make any deletions and/or amendments to any of the clauses or individual points within the clauses, detailed in these terms and conditions, without the prior written consent of The General Manager. Any such deletions or amendments are to be initialled by both the Client and the General Manager in order to signify acceptance and agreement. Should these terms and conditions be returned to National Conference Centre with any deletions or amendments that are not subsequently accepted as aforementioned then the terms and conditions will not constitute confirmation or agreement of any Function and the Function will remain on a provisional status, and thereby subject to the conditions set out in Clause 1.2.

18.5 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and the Courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceeding relating to or arising in connection with this Agreement.

18.6 Any notices to be given under these terms and conditions must be given in writing and delivered personally or sent by pre-paid or registered post or by facsimile or by electronic Email as follows: -

(i) if by you to us, to The Conference and Events Department, National Conference Centre, Coventry Road, Solihull, West Midlands, B92 0EJ, Telephone: 0121 704 2784, Email: Sales@nationalconferencecentre.co.uk

(ii) if by us to you, to the address, facsimile number or Email address set out in the booking details given by you at the time of booking.

18.8 Any properly addressed notice will be deemed to be given, if delivered, personally at the time of delivery if during working hours, if sent by post, 48 hours after being placed in the post provided there are no postal strikes affecting the relevant areas (and if so, 48 hours after the end of such a strike) or, if by Email or facsimile, immediately upon completion of transmission to the correct Email address or facsimile number. If notice is served personally or by Email or facsimile outside normal working hours, notice will be deemed to be received at the start of the next working day.

18.9 The failure to exercise or delay in exercising a right or remedy under these terms and conditions will not constitute a waiver of the right to remedy or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under these terms and conditions will prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

18.10 Each of the provisions contained in these terms and conditions will be construed as independent of every other provision, so that if any provision is determined by any English court of competent authority to be illegal, invalid and/or unenforceable then such determination will not affect any other provisions of these terms and conditions, all of which will remain in full force and effect. Any such provision within these terms and conditions deemed illegal, invalid and/or unenforceable will then be removed from these terms and conditions and both parties will agree to use their best endeavours in good faith to achieve the same objectives by lawful means.

18.11 Any booking taken by the National Conference Centre is contracted as a private event on the understanding that the meetings/activities will not in anyway interfere/conflict with the interest of any other event already contracted for use of other parts of the Venue. Any canvassing of delegates, exhibitors, buyers or visitors to another event in the Venue is strictly prohibited. Should the National Conference Centre form the opinion (acting reasonably) that the Client is engaging in any marketing or profiling of other event guests or their contractors or other visitors to the Venue, then the National Conference Centre reserves the right to terminate this agreement at any stage or terminate the live Event.

18.12 The Client shall ensure that in providing National Conference Centre with such personal details required under this Agreement that they have complied in their obligations under the Data Protection Act 1988 and shall indemnify National Conference Centre against any loss or damage (including legal costs) that National Conference Centre may incur in respect of any liability under the Data Protection Act 1988.

19 Deliveries

Deliveries must be made within the Hire Period, and when the Organiser or named representative is on site. In exceptional circumstances the Venue will permit the delivery of items to be made prior to the Hire Period commencing and such permission must be sought at least 14 days prior to the Hire Period commencing. In all cases the National Conference Centres specific set of Delivery Instruction is to be followed at all times.

20 Commission (Applicable to accredited booking agencies only)

20.1 The Venue will only pay commission to those agents who are certified members of IATA, TIDS or HBAA.

20.2 Commission will only be paid to a certified agent where (a) the agent was the first to introduce the Client to us with the authority of the Client, (b) subsequent written confirmation is received by the same agent and (c) the name of the agent is specified in the contract (the "Agent").

20.3 If two or more agents are involved in the enquiry and booking process, commission will only be paid to the Agent (as named in the Contract).

20.4 The Client and the Agent agree to take full responsibility for determining whether disclosure of the commission payable to the Agent is required and for making such disclosure if it is required, The Client and the Agent further agree to reimburse the Venue for any fees, costs, liabilities or expenses that the Venue incurs should any person claim disclosure was insufficient.

20.5 Commission is payable only on Food, Beverage, Room Hire, Day Delegate Rate, and Accommodation items contracted at the time of booking and as set out in the Contract (or subsequent addendums to the original contract) based on the lower of (i) the minimum number of guests set out in the Contract (or subsequent addendums), and (ii) the actual number of guests attending the Event. Commission is payable on rates exclusive of VAT and any service charge applicable.

20.6 Commission will be paid after, and is subject to, the Event taking place and receipt by the Venue of a valid commission invoice. Notwithstanding, where the Agent signs the Contract as the Client, commission will only be paid by the Venue after receipt in full of payment for the Event and a valid commission invoice.

20.7 Commission is payable on the Event detailed in the Contract to which these Terms and Conditions are appended



21 Event Security

21.1 Any Function may require a dedicated SIA accredited security personnel provision (particularly but not limited to food and beverage related events). National Conference Centre will undertake a risk assessment and adjudicate as to such requirement on an individual event basis. The initial ratio for the provision of any security personnel required as deemed necessary by the Event Planner will be a minimum of two officers for any event and if additional personnel are deemed necessary this will be based upon a ratio of at least 1 officer per 100 guests attending. The final requirements will be at the sole discretion of the Planning Manager and will be based upon the size, nature and risk potential of the Event. All SIA required personnel will be chargeable to the Client over and above the Venue's services as detailed on The Contract.