

The Room Hire Agreement Constitutes an agreement between the parties in regard to the hire of the room as hereafter defined.

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this Room Hire Agreement together with the relevant Booking Form;

Booking means the hire of a Room and any purchase of Catering by the Hirer;

Booking Form means the booking form completed by the Hirer and submitted to Provider for the rental of a Room and supply of Catering;

Booking Period means the period of hire as detailed in the Booking Form;

Catering means the purchase of catering as detailed in the Booking Form and VAT is inclusive and charged at the prevailing rate;

Catering Charges means the amount payable by the Hirer for the supply of Catering;

Business Day means a day other than a Saturday and Sunday on which clearing banks in Edinburgh are open for all normal business banking;

Function means the proposed activity specified on the Booking Form;

The Hirer means the organisation and/or the individual in whose name the booking is made in the Booking Form;

Nominated card means the credit card and all relevant details as set out in the Booking Form;

Parties means the parties to this Agreement and Party means either of them;

Premises means the address of the venue in which the Room is located, as detailed on the Booking Form;

Room means a room within the Premises as detailed on the Booking Form and shall include the use of those facilities listed and set out therein;

Room Charge means the amount payable by the Hirer for the hire of a Room or Rooms and shall not include VAT;

Room Hire Price List means Provider's current price list for Room hire (as amended from time to time); and

Provider means Forth Valley College a registered Scottish Charity with Charity number SCO21191 whose registered office is at Forth Valley College of Further and Higher Education. Grangemouth Road, Falkirk FK2 9AD.

1.2 Interpretation:

1.2.1 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and the masculine gender shall be deemed to include the feminine and vice versa.

1.2.2 Clause headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.2.3 Reference in this Agreement to any statute or statutory provision shall include such statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any order, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

1.2.4 References to any agreement or other document are to that agreement or document as annexed, extended or varied from time to time in accordance with its terms

2. Rental of the Room & Supply of Catering:

2.1 A Room Charge is payable for each Room booked at the prices detailed in the Room Hire Price List. Provider may vary at any time the Room Charge without notice. Where you amend the Booking in any way (and the Provider is able to provide the facilities) this may result in an additional Room Charge to you.

2.2 The Function must be specified on the Booking Form and the Hirer is deemed to have satisfied itself as to the suitability of the Room for that Function.

2.3 The Hirer must advise Provider of the prospective number of people who will be utilising the Room, and change in the number of people utilising the Room, will constitute a change to the Booking and may result in a change to your Room Charge..

2.4 The Hirer must give Provider sight of any risk assessments or other relevant documentation pertaining to the Function.

2.5 All Hirers booking a Room must complete, in full, a Booking Form and return it to Provider at least five Business Days before the date of Room hire.

2.6 The booking cannot be confirmed until Provider receives a completed Booking Form. Where the Room Charge is £500 or more, you will be required to pay a 10% deposit at the time your Booking is confirmed. The deposit is non-refundable.

2.7 When the completed Booking Form is received, Provider may, provided that the booking details are in order, accept the Booking in which case it will authorise and return the Booking Form to the Hirer confirming that the booking is in place together with the confirmed cost of the Catering

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- Charge and Room Charge. No transfer of bookings or sub-bookings will be permitted.
- 2.8 Provider may in its absolute discretion refuse to hire a Room for any reason whatsoever.
 - 2.9 With the exception of guide dogs, no animals are to be allowed on the premises.
 - 2.10 Room hire under this Agreement allows full access to the Room booked by Hirer and authorised by Provider, as noted on the Booking Form, along with all reasonable uses of recognised communal areas, to include toilet facilities.
 - 2.11 Room hire under this Agreement will not generally include access to or any entitlement to use Provider's telephones (or telephone system), computers (or computer system), internet access, printers, photocopying or fax facilities; however Room hire will include access to a dedicated computer terminal and smart boards where appropriate in the Room, and to the extent necessary to operate such equipment internet access and restricted use of telephone..
 - 2.12 All catering shall be provided by the Provider, either in house or through the event caterer appointed by the Provider. The Hirer may not bring food or beverages onto the Premises, nor may any other caterer operate in the Premises.
 - 2.13 The Catering Charges set out in the Booking Form shall apply to catering supplied under this Agreement.
 - 2.14 Final numbers for catering purposes and room occupancy shall be supplied by the Hirer at least seven (7) Business Days before the start of the Booking Period and such numbers will be the confirmed number of delegates for charging purposes.
 - 2.15 The Provider is licensed in terms of the Licensing (Scotland) Act 2005 to dispense alcohol on the Premises and can obtain occasional licenses for events out-with licensing hours and outside licensed premises. This cost will be included in the Catering Charge. Under no circumstance will the Hirer be allowed to bring in their own alcohol for consumption on the Premises.
 - 2.16 No decorations, flags, emblems, posters or any other loose articles may be fixed to the walls, floors, ceilings, fixtures or fittings without the Provider's prior written consent.
 - 2.17 Smoking is not allowed on any part of the Premises.
 - 2.18 No electrical appliances may be brought onto the Premises without the written consent of the Provider. In any event the Hirer must ensure that the equipment has been checked and confirmed as compliant with all relevant health and safety legislation.
 - 2.19 In the event, for reasons beyond its control, the Provider assesses that it needs to make an amendment to your Booking, the Provider may offer an alternative choice of facilities. Where an

alternative facility is not available, the Provider reserves the right to cancel a Booking, at its sole discretion, for business reasons. The Provider shall give to the Hirer the maximum practicable notice wherever possible. The Provider in making any amendment or cancellation of this Agreement shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligation under this Agreement. The Provider shall refund any Room Charges and or Catering Charges paid (including any deposit paid in accordance with clause 2.6).

3. Charges

- 3.1 After the Booking Period (or upon the Booking being cancelled), Provider shall invoice the Hirer for the amount due for Room Charges and Catering Charges which is payable within 30 days of the date of invoice. If the Hirer fails to make payment on the due date then without prejudice to any other right or remedy available to Provider, Provider may:
 - 3.1.1 charge interest on the full amount outstanding at the rate of 4% above the base rate of the Royal Bank of Scotland plc in force from time to time, from the date payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award in respect of the same); and/or
 - 3.1.2 withdraw any credit facilities available to the Hirer; and/or
 - 3.1.3 institute legal proceedings to recover the total sums due, including accruing interest and legal fees.
- 3.3 Should the Function continue after the Booking Period any additional time shall be charged at the stated Room Charge detailed in the Room Hire Price List and invoiced accordingly.

4. Representations of Provider

- 4.1 Provider hereby represents that it is entitled to hire Rooms to the Hirer.
- 4.2 Provider does not hire the Rooms or provide Catering subject to any condition or warranty express, implied or statutory in connection with the fitness for any purpose and any conditions and warranties are hereby expressly excluded insofar as permitted by statute and the Provider gives no warranty that the Room is legally or physically fit for any specific purpose. .

5. Representations of Hirer

- 5.1 The Hirer hereby represents to Provider that it shall pay the Room Charge in respect of each Room rented, and the Catering Charge in respect of any Catering booked.
- 5.2 The Hirer shall:-
 - 5.2.1 comply with Provider's security requirements at all times and follow any specific security related instructions which are given by Provider staff;

- 5.2.2 comply with all fire, emergency and health and safety regulations;
- 5.2.3 notify Provider security or other appropriate personnel immediately of any accidents or damage occurring within the Premises;
- 5.2.4 not use or permit or suffer the Premises to be used for any illegal purpose or for betting or gaming or for any activity requiring a license or the consent of any authority or other third party;
- 5.2.5 not sub-let, sub-license or share occupancy of the Room;
- 5.2.6 vacate the Room at the time stated in the Booking Form, and leave the Room in the condition it was in at the commencement of the hire;
- 5.2.7 ensure that the room and all communal areas are left clean and tidy during and after use by any member of the Hirer's party;
- 5.2.8 ensure that equipment is not stored, deposited or left unattended in any communal part of the Premises including, but not limited to, any area adjacent to or in the proximity of the Room so hired;
- 5.2.9 ensure that members of the Hirer's party are respectful of other individuals working in the Premises and that noise in communal areas is kept to a minimum at all times;
- 5.2.10 not use the Provider's name or logo in any publicity unless Provider has given written approval of such use in advance of any such use; and
- 5.2.11 where a Booking includes the use of special equipment or educational apparatus the Hirer shall be responsible for any activities carried out on or in the Premises and will ensure that there is in attendance throughout the duration of the Booking a person with the appropriate experience and any necessary qualifications in using the said equipment. The use of any Room equipment, which is the property of the Provider must form part of the Booking Form, without this, you will not be authorised to use same.
- 5.3 The Hirer shall nominate a representative to meet with Provider's Business Development Coordinator for the purposes of (i) overall responsibility for the Booking; and (ii) induction to cover the Premises' emergency procedures. This induction shall take place on arrival at the Premises on the first day of the Booking Period or, if the hire is outwith normal Business Days, at a mutually agreed time prior to the commencement of the Booking Period. The Hirer shall be responsible for advising the Provider of any change to the nominated representative as soon as practicable.
- 5.4 All children and young persons brought onto the Premises must be accompanied by a responsible adult at all times. Parents, guardians and the nominate representative (as noted in clause 5.3 above) are responsible for the behaviour of children in their care.

6. Vacation of Rooms

- 6.1 If a Room is damaged and/or not in good repair following the Hirer's vacation of the Room, Provider shall, unless the Parties otherwise agree, have it made good and the Hirer shall be liable in respect of all costs and expenses incurred by Provider in so doing in relation to the damage to the Rooms, contents, fixtures or fittings. Such costs shall unless otherwise agreed, be added to the invoice amount.
- 6.2 provider may charge the Nominated Card as stated under this Agreement, and by signing this Agreement you hereby authorise provider to charge such costs and expenses to the Nominated Card.
- 6.3 The Hirer acknowledges that this Agreement only creates a personal licence and consent to occupy rooms at the Premises during the Booking Period. There is no intention on the part of the Provider or the Hirer to create a tenancy or to give the Hirer or any other person any interest in the Room(s) or any other part of the Premises or to confer exclusive possession of the Rooms or any other part of the Premises upon the Hirer or any other person.

7. Cancellation

- 7.1 Provider reserves the right to cancel any current or future Bookings made with the Hirer with immediate effect and without liability if in the reasonable opinion of Provider:-
 - 7.1.1 the Hirer has committed a breach of this Agreement whether express or implied; and/or
 - 7.1.2 the Hirer has done or allowed to be done any act or thing which in the opinion of Provider may jeopardise Provider's rights in the Premises or any part thereof; and/or
 - 7.1.3 the Hirer has failed to pay a Room Charge on its due date.
- 7.2 The Hirer shall upon cancellation of the Booking by Provider pay to Provider:
 - 7.2.1 all arrears of Room Charges due and all other sums accrued due and unpaid at the date of termination, together with interest thereon payable; and
 - 7.2.2 the cost of any repairs to the Rooms as at the date of cancellation; and
 - 7.2.3 any other sums which are to become due to Provider to which Provider is entitled by way of damages.
- 7.3 Where Hirer cancels the Booking within the following timescales this Hirer shall pay such agreed percentage (%) of the Catering Charge and Room Charge the following charges will apply;
 - 7.3.1 25% of Catering Charge and Room Charge where notice of cancellation is received seven (7) Business Days prior to the first day of the Booking Period.

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- 7.2.2 50% of Catering Charge and Room Charge where notice of cancellation is received five (5) Business Days prior to the first day of the Booking Period.
- 7.2.3 75% of Catering Charge and Room Charge where notice of cancellation is received two (2) Business Days prior to the first day of the Booking Period.
- 7.2.3 100% of Catering Charge and Room Charge where notice of cancellation is received one Business Day or less prior to the first day of the Booking Period.
- 7.4 In the event that the Hirer cancels the booking provider may charge the Nominated Card in accordance with clause 7 as stated under this Agreement, and by signing this Agreement you hereby authorise provider to charge such cost of cancellation to the Nominated Card.
- 7.5 Notification of cancellation by the Hirer should be made in writing as specified in clause 9.1 and will be effective on the date received by Provider.

8. Insurance

The Hirer may be required to provide satisfactory evidence of appropriate public liability insurance. The Hirer shall not do, or permit to be done, anything which, in the opinion of the Provider is not covered by its policies of insurance in relation to the use of the Premises or which may cause any excess or extra premium to be payable, without the prior written consent of the Provider. The Room Charge may be increased and additional terms imposed by the Provider where this is required by the Provider's insurance company.

9. General Liability

- 9.1 The Hirer shall be solely responsible for and hold Provider fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Provider howsoever arising from the Booking (other than death or personal injury resulting from the negligence of Provider, its employees or agents).
- 9.2 The Hirer shall be solely responsible for and hold Provider fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by Provider as a result of any breach or default on the part of the Hirer in the discharge of its obligations under this Agreement.
- 9.3 The Provider will not be liable for the death of or injury to any person attending a Room or the function the subject of the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by this Agreement except where such death injury or loss is due to the negligence of the Provider, its employees or agents.

- 9.4 The Provider will not under any circumstances accept responsibility for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly in the use of the Room, including (but not limited to) any damage to or loss of any goods articles or property of any kind brought into or left at the Room either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of the Provider.

10. Notices

- 10.1 Any notice required to be given by either Party hereto to the other shall be deemed validly served if:-
- (i) served by prepaid registered letter post addressed as set out in clauses 9.2 or 9.3 or to such other address in the United Kingdom as may, from time to time, be notified in writing to the other Party for this purpose, and any notice so served shall be deemed to have been served two Business Days after posting the same; or
 - (ii) sent by e-mail to an e-mail address notified to the other Party for this purpose and acknowledged by e-mail by that other party. In the absence of such acknowledgement, any notice so served via e-mail shall be deemed to have been served 48 hours after sending same.
- 10.2 Any notice sent in accordance with clause 9.1 to the Hirer shall be sent to the address provided in the Booking Form.
- 10.3 Any notice sent in accordance with clause 9.1 to Provider shall be addressed as follows:
- Director of Finance and Corporate Services
Forth Valley College
Grangemouth Road
Falkirk
FK2 9AD

With a copy to be sent to:

Head of Department Hospitality and Salon Services
Forth Valley College
Grangemouth Road
Falkirk
FK2 9AD

11. Miscellaneous

- 11.1 No amendment or variation of this Agreement or any of the documents referred to herein shall be effective unless it is in writing and signed by or on behalf of each of the Parties.
- 11.2 If any provision of this Agreement shall be found by any court or administrator of competent jurisdiction to be invalid or unenforceable, such validity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 11.3 The invalidity or unenforceability of any term of, or any rights arising pursuant to, this Agreement shall not adversely affect the validity or unenforceability of the remaining terms and rights.



12. Contact

If you have any questions or issues you would like to raise with us please email fvctheplace@forthvalley.ac.uk, call us on 01786 406095 or write to us at the address provided on the Booking Form.

13. Jurisdiction

This Agreement shall be construed and receive effect in accordance with Scots law and, insofar as not already subject hereto, the Parties submit to the exclusive jurisdiction of the Scottish Courts.

Name

Signature

Date