

## Agreement for hire of Neuron Pod



Blizard Institute

4 Newark Street

Whitechapel

London

E1 2AT

Tel: 0207 882 2562

Email: [info@centreofthecell.org](mailto:info@centreofthecell.org)

Agreement for Hirer 2019 version 1

## **Agreement for hire of**

### **Centre of the Cell Neuron Pod**

(Not applicable for Wedding Hire)

Address: Blizard Institute, 4 Newark Street, Whitechapel, London, E1 2AT

Tel: 02078822562

Email: [info@centreofthecell.org](mailto:info@centreofthecell.org)

## **DEFINITIONS**

**‘Additional Services’** means the additional facilities services indicated in the Confirmation of Booking which may include bedroom accommodation, equipment, Catering and any other facilities or services provided by us or our contractors.

**‘Attendees’** means your employees, officers, guests, contractors, suppliers, and all persons attending the Event during the Hire Period (but not including any of our employees or our direct contractors).

**‘Booking’** means the booking of Neuron Pod and any Additional Services for the Hire Period made under the Contract.

**‘Booking Details’** means the information contained in the Confirmation of Booking including (without limitation) Hire Period, Purpose of Event, Additional Services, Number of Attendees and parts of the venue which you have booked.

**‘Catering’** means any catering, food, drinks, or bar services provided by us (or our contractor) at the Venue.

**‘Confirmation of Booking’** means the form originally agreed by both parties and signed by the Client and attaching, as referring to, these terms and conditions, which may be updated by us following your agreed requests for changes set out in clauses 3(c) and/or 3(d).

**‘Contract’** means the agreement between us and you comprising the Confirmation of Booking and these terms and conditions.

**‘Event’** means the event or other use in respect of which the Booking is made, the details of which are set out in the Confirmation of Booking.

**‘Fees’** means the fees indicated in the Confirmation of Booking.

**‘Hire Period’** means the period of hire (and access times) as indicated in the Confirmation of Booking.

**‘Numbers of Attendees’** means the number of Attendees indicated in the Confirmation of Booking.

**‘Purpose’** means the purpose for which you are booking the Venue, as indicated on the Confirmation of Booking.

**'we', 'us', 'our', 'QMUL' and 'COTC'** means the Centre of the Cell/ Queen Mary University of London as indicated in the Confirmation of Booking.

**'you', 'your' and 'Client'**, means the body (or individual if nobody is indicated) indicated in the Confirmation of Booking.

Centre of the Cell is a science education centre based at Queen Mary University of London

## 1 Welcome

1.1 The Centre of the Cell Neuron Pod warmly welcomes hirers and their guests. If you have any queries about this agreement, or require any assistance, please contact the bookings officer on 02078822562 or [info@centreofthecell.org](mailto:info@centreofthecell.org).

## 2 Facility for hire

2.1 Neuron Pod is 84m<sup>2</sup> (Meter squared) with a maximum capacity of 55 people, dependant on layout.

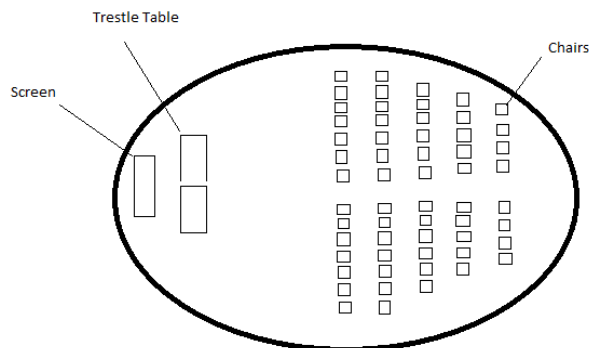
2.2 Dimensions for Neuron Pod vary from length, width and height. Due to its irregular shape and abstract internal space, the measurements will vary from one side to the other. For detailed dimensions, please request this from the bookings officer. Detailed measurements will also be made available on the Centre of the Cell website and the Booking Pack. Site visits are also encouraged.

2.3 Neuron Pod is available for the following single sessions, subject to availability:

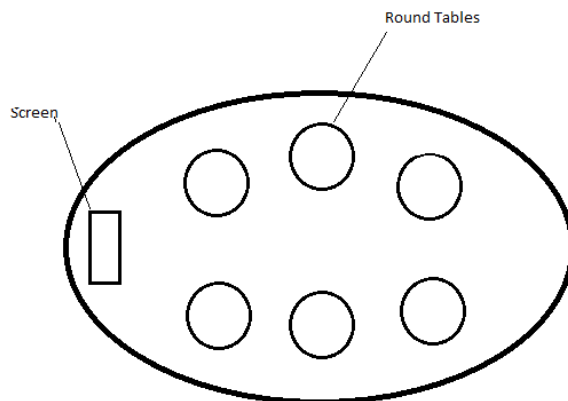
- Morning session: 9.00am - 12.30pm
- Afternoon session: 1.00pm - 5.00pm
- Evening session: 5.30pm - 11.00pm
- All day: 9.00am - 7.00pm

**Please enquire about variations to these times.**

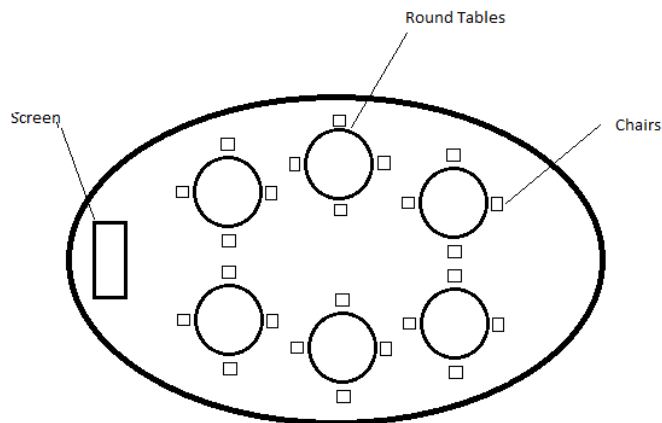
2.4 Various layout options available (Chairs and trestle table can be provided on request): Below are some examples.



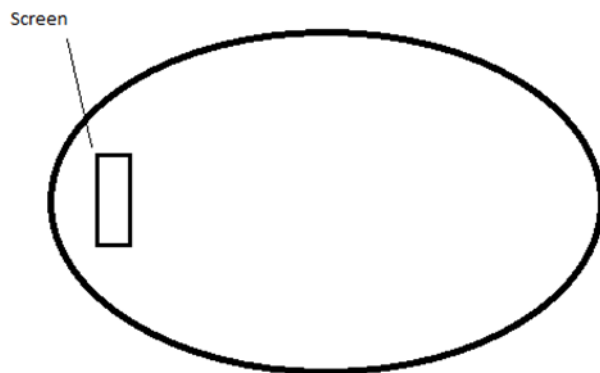
**Lecture Layout**



**Reception Layout**



**Workstation Layout**



**Open Layout**

**For details of possible hall and room configurations, please contact the booking officer.**

2.5 Neuron Pod may be booked, subject to availability based on the sessions stated in 2.3. The minimum number of hours is 2 hours.

2.6 The COTC team concourse is not available for hire. No external tables, stalls, banners, leaflets, publications, advertisements or other items can be placed or distributed there, unless it is agreed by COTC in writing beforehand. Hirers cannot place any restrictions on the use of the concourse as an entrance, exit or thoroughfare.

### **3 Booking pack**

3.1 A booking pack including requirements and terms and conditions will be provided by COTC, based on agreement with the customer.

3.2 The booking pack includes the hiring policy, booking confirmation, location, details about the facility, dimensions and contact details.

### **4 Booking procedure**

4.1 Bookings can be made using the online booking form or by contacting the COTC team.

4.2 Neuron Pod's online booking form can be submitted by post, email or handed in to the Centre of the Cell office. Acceptance of the booking form does not imply acceptance of the booking.

4.3 Bookings will not be accepted from persons less than 18 years of age.

4.4 The booking form must disclose full details of the proposed use, including:

- the purpose of the booking, including subject matter covered, and details of any fundraising that will take place;
- All speakers, whether speaking live at the event or via a live link or via a pre-recording;
- All partners in the booking;
- All sponsors for the booking;
- The audience for the booking, and whether attendees have to pay any fee.

Bookings are granted based on the details provided by the hirer, and may be refused or later cancelled by the COTC if details given are inaccurate, incomplete or misleading (see section 7).

- I.D verification is required upon booking for invoicing and security purposes.

4.5 COTC may, if it deems necessary, request additional information.

4.6 The booking form must be accompanied by any proposed publicity materials.

4.7 COTC reserves the right to refuse or cancel any booking, including those that:

- May present a threat to public disorder
- May promote or incite hatred or violence against others
- May risk alienating the COTC beneficiaries or supporters
- May bring the COTC into disrepute
- May cause offence to other users or disrupt other activities of the COTC
- May breach the COTC/QMUL Equality & Diversity Policy
- May breach the COTC/QMUL Event and Speakers Policy

COTC is not obliged to give any reason for refusing a booking.

**4.8 Provisional booking:** a booking will be provisionally approved only after COTC has received and approved all the details of the booking, including proposed publicity materials, and agreed to allow it to proceed. The hirer will be informed in writing. The booking will be considered provisional until confirmed by COTC, subject to the conditions laid out in 4.10.

The details submitted must include all proposed speakers, whether in person or remote live link or pre-recorded, and the topics on which they will speak. COTC may, at its own discretion, require changes to the speakers, topics or publicity materials before granting provisional approval.

Provisional bookings must be confirmed by 10 working days or it will be subject to release.

4.9 A provisional booking will only be given if the publicity materials are approved. COTC team reserves the right to require that publicity materials are changed or withdrawn. Publicity materials must not be used or put in the public domain in any form until approved by COTC team.

4.10 Confirmed booking: a provisional booking will only be confirmed once the customer has agreed the hiring contract, confirming all requirements and payment structure.

4.11 In the event of any variation of use by the hirer or failure to comply with the requirement of full disclosure, the COTC reserves the right to cancel the booking, which will still be liable to any retention.

4.12 On final confirmation, the hirer will be required to attend the premises to provide I.D and sign the appropriate documents.

## **5 Payments**

5.1 COTC will invoice for all hire charges and related costs.

5.2 Payment shall be upon invoice. Our payment terms are 30 days from date of invoice.

5.3 Electronic (BACS) payment is preferred where possible but payment may also be made by cheque drawn upon a UK bank or a UK branch of a foreign bank.

5.4 All payments must be in pounds Sterling and the client must meet currency conversion costs. The information required for BACS payment will be supplied by COTC at the time of invoicing.

## **6 Penalty**

The following will attract penalties:

- Damage
- Any cleaning our support staff have to undertake which should have been done by the hirer
- Finishing after the agreed time
- Other costs incurred by COTC as a result of any breach of contract by the hirer

Penalty charges will be invoiced to the customer, once a quote has been obtained by Centre of the Cell.

6.1 Due to the availability of our staff and/or commitments to other hirers, you may not be permitted to finish after the agreed time. Where you do finish after the agreed time, you will be charged at the full hourly rate for each hour or part thereof.

## **7 Cancellation**

7.1 If you need to cancel your booking, COTC must receive confirmation by telephone (020 7882 2562). If you are unable to reach a member of staff on this number please leave a message with your name, your contact details and the date and time of the event you wish to cancel. The following refunds apply once notification of cancellation is received by COTC:

- Cancellation / rescheduling more than 2 weeks before your event: Full refund
- Cancellation / rescheduling less than 2 weeks before your event: No refund

## **8 Catering and Cleaning**

8.1 In house catering service is available for booking via Taste QMUL our internal catering service. Please use this link to obtain a menu:

<http://www.catering.qmul.ac.uk/media/catering/documents/TasteMenus.pdf>

8.2 COTC will obtain a quote from the caterers, and cost will be charged to the customer on agreement.

8.3 If the customer wishes to use their own caterer, approval must be obtained prior to booking confirmation.

8.4 Neuron Pod has no kitchen facilities, therefore it is recommended to use the internal catering supplier.

8.5 The hirer must ensure the caterer clears away any waste food, drink and other items. Sealed black dustbin bags must be used, and placed in the bin.

8.6 The hirer must ensure the caterer cleans any spillages.

## **9 Damage, Decoration and Advertising**

9.1 The hirer shall not cause or permit any person connected with the hiring to drive any nails, screws or other fixings into the walls or floors or into any furniture or fittings, or permit to be done anything likely to cause damage to the building or any such furniture or fittings.

9.2 The hirer shall repay to COTC on demand, the cost of reinstating or replacing any part of the premises or any property, whatsoever, belonging to COTC in or upon the premises, which shall be damaged, destroyed, stolen or removed during the period of hiring.

9.3 The hirer shall not display and shall ensure that no other person displays any advertisements relating to the hiring by affixing the same to or utilising the support of a lamp-post, guard rail, electricity relay box or any other item of street furniture except with the prior written consent of the council in charge.

## **YOUR OBLIGATIONS**

You will (and will ensure that the Attendees will):

### **Use of the venue**

9.4 only use the Venue for the Purposes agreed.

9.5 Not enter into any other of our premises (except to the extent necessary to access the venue) nor into any parts of the venue which are not specified in the confirmation of booking;

9.6 Use the venue so that it is at all times maintained in a clean, tidy and safe condition.

9.7 Not cause any damage to the venue, any part of it or its contents.

## **10 Ventilation in halls**

10.1 The Neuron Pod is fully ventilated.

10.2 In exceptionally hot weather, where the outside temperature exceeds 28°C, the system may not be able to bring the inside temperature down to preferred levels. In such circumstances, COTC will not be held liable.

## **11 Electrical Installations**

11.1 All electrical equipment brought into the building shall comply with the Electricity at Work Regulations, 1989. COTC disclaims all responsibility for all claims and costs arising out of such equipment that does not so comply.

11.2 Lights are regularly tested by COTC. Occasionally, light bulbs or light units may fail or develop a fault. In such circumstances, COTC will not be held liable.

## **12 Amplified Sound and Music**

12.1 Hirers and organisers of activities in Neuron Pod are responsible for ensuring that their noise levels do not disturb other activities and residents close to the building.



### **13 Food and Drink**

13.1 **Chewing gum** is not allowed in Neuron Pod

### **14 Health and Safety**

14.1 Hall hirers, guests and members of the public are obliged at all times to fully comply with COTC Health & Safety Policy; a copy is available on request.

14.2 It is illegal to smoke anywhere in Neuron Pod.

14.3 Vaping/E-cigarettes may not be used anywhere in Neuron Pod.

14.4 No candles or incense sticks may be used in Neuron Pod.

### **15 Gambling**

15.1 No gambling is allowed in Neuron Pod

### **16 Respect for COTC team and Queen Mary staff**

16.1 The COTC and Queen Mary staff will try their utmost to ensure your booking is successful. If you require any assistance or need information, they will endeavour to help.

16.2 Please ensure that you and your guests respect instructions given by the COTC and Queen Mary Staff, as it is their responsibility to maintain the proper and safe running of Neuron Pod for all users.

16.3 No lewd or offensive behaviour or activities are permitted in the Neuron Pod.

### **17 Signage**

17.1 No signs, posters, banners or similar shall be attached to any wall or other part of the Neuron Pod without the approval of the COTC staff.

17.2 Where permission has been granted for placing signage, it should be fixed in the manner allowed by the COTC, and removed at the end of the booking.

### **18 Emergency Procedures**

18.1 The hirer must comply with the building's emergency Procedures. If the evacuation warning is sounded, everyone should leave the building immediately, as directed by COTC staff. No one should return inside until COTC staff give permission for re-entry.

### **19 Insurance**

19.1 COTC has arranged public liability insurance for the benefit of those who hire any part of the COTC under these terms. This insurance is provided automatically, but if the hirer prefers to arrange additional cover, COTC has no objections. The insurance afforded by the policy is not limited to claims arising under the indemnity given by the hirers to Neuron Pod. The insurance does not give cover for claims arising otherwise than in connection with the hirer's use of COTC and Queen Mary University of London facilities.

19.2 The hirer shall ensure that any contractor (including caterers) employed in relation to the booking, shall carry suitable and sufficient insurance relevant to the activity for which they are they are employed including appropriate Employers' Liability Insurance.

### **20 Statutory Requirements**

20.1 The Hirer will comply with statutory requirements including without limitation to any Health and Safety legislation current at the date of the booking especially in respect of the operation of any

equipment which is brought into Neuron Pod and the preparation and serving of any food in Neuron Pod. The hirer will also comply with COTC/ Queen Mary University of London safety requirements in operation at the time of the booking.

**21 Termination**

21.1 If for reasons beyond the control of COTC (COTC having used all reasonable endeavours to avoid the same) it is necessary for the COTC team to close all or part of the building or cancel the booking, COTC may (without prejudice to the rights and remedies of either party in respect of any prior breach by the other) terminate this Agreement upon reasonable prior notice (which shall be no less than 48 hours save in the case of emergency when as much notice as is reasonably possible will be given) to that effect to the hirer and in that event COTC shall unless there has been a breach of any of the conditions of this Agreement return the due proportion of the amount paid for the use of the Accommodation but the hirer and other persons attending the booking shall have no further claim whatsoever against the COTC team in respect of such termination of the Agreement. See also section 7.

21.2 In any event and notwithstanding anything in this Agreement COTC team will not be liable to the hirer, its guest, employees, agents or contractors for any consequential, special, or indirect loss, loss of business profits or contracts or loss of reputations to the hirer in the event of cancellation of the function or termination of this Agreement by the COTC team.

**22 English Law**

22.1 This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.

**23 Statutory Rights**

23.1 This Agreement creates no binding relationship between the parties hereto in relation to further booking nor confers on the hirer any statutory rights under the Landlord and Tenants Acts.

**24 Contracts (Rights of Third Parties) Act 1999**

24.1 Notwithstanding any other provisions herein contained noting in this Agreement for Hire confers or purports to confer any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not party hereto.

By signing the Hirer agrees to be bound by the terms of this policy, and to abide by COTC Terms & Conditions, Health & Safety Policy and Equality & Diversity Policy.

Signed on behalf of the Hirer by

Signed .....

Name..... (Authorised for and on behalf of the Hirer)

Date.....

Signed on behalf of the COTC team

Signed .....

Name.....

Date.....