

Scottish Arbitration Centre

Scottish Arbitration Centre terms and conditions for the hire of rooms and the provision of additional services (effective 1 January 2023)

1. Definitions

In these terms and conditions, the singular shall include the plural.

"the Centre" means the Scottish Arbitration Centre, the trading name of the Arbitration Centre.

"Booking Party" means any party which books a room or other services or facilities from the Centre.

"Non-Booking Party" means any other party by which, together with the Booking Party, the room or other services or facilities booked by the Booking Party are to be used.

"Client" means the Booking Party and the Non-Booking Party, together, once the Non-Booking Party has acknowledged to the Centre the confirmation of a booking, in accordance with Clause 2.3.

"Premises" means the rooms available for hire at CA House, 21 Haymarket Yards, Edinburgh EH12 5BH, or any other premises where the Centre provides hearing and conference facilities and related services from time to time.

2. Bookings

2.1 The Booking Party shall, when making a booking, advise the Centre of the name and contact details of any Non-Booking Party.

2.2 Upon a booking being made by the Booking Party, whether for use by the Booking Party alone, or for use by the Booking Party and any Non-Booking Party, the Booking Party shall be solely liable for any and all charges payable in accordance with Clauses 3 and 4, below, unless and until any Non-Booking Party becomes jointly and severally liable with the Booking Party in accordance with Clause 2.3.

2.3 The Centre will confirm, with a copy of these terms and conditions, such booking, in writing to the Booking Party and the Non-Booking Party, if any, and, upon acknowledgement by any Non-Booking Party, in writing to the Centre, of such confirmation, the Booking Party and such Non-Booking Party shall become jointly and severally liable for any and all charges payable in accordance with Clauses 3 and 4, below.

3. Charges

3.1 The charges for the hire of rooms and the provision of additional services shall be in accordance with the Centre's published prices at the time a booking is made. Payment shall be made by bank transfer

3.2 A deposit of 25% of the charges for the hire of the room is payable by the Client or, prior to confirmation of the booking by any Non-Booking Party, the Booking Party, once the booking has been made.

3.3 The Client will submit to the Centre, in writing, any catering and/or service staff requirements no later than seven days prior to the first day of the period booked. Refreshments will be charged on a per head per day basis unless agreed otherwise by the Client, or the Booking Party, and the Centre.

4. Cancellation

4.1 The Centre reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Centre, the Centre shall incur no liability to the Hirer whatsoever. The booking of a room and/or facilities may only be cancelled by the Client, or, prior to confirmation of the booking by any Non-Booking Party, the Booking Party

4.2 In the event of a cancellation, the Client, or, prior to confirmation of the booking, by any Non-Booking Party, the Booking Party, will pay the following charges:

(i) Where the Centre secures an alternative booking for the room for the period booked and cancelled: an administration fee of £50.

(ii) Where the Centre does not secure an alternative booking for the room for the period booked and cancelled:

If the cancellation is notified to the Centre 14 days or more prior to the first day of the period booked: a sum equivalent to 25% of the charge for the hire of the room for the period cancelled, subject to a minimum charge of £50.

If the cancellation is notified to the Centre less than 14 days, but more than 7 days, prior to the first day of the period booked: a sum equivalent to 50% of the charge for the hire of the room for the period cancelled, subject to a minimum charge of £50.

If the cancellation is notified to the Centre less than 7 days prior to the first day of the period booked: 100% of the charge for the hire of the room for the period cancelled, subject to a minimum charge of £50.

4.3 Where the Client or the Booking Party cancels the booking of additional services, such as the provision of catering, the Client or the Booking Party shall pay the costs incurred by the Centre in securing those services or for which the Centre becomes liable to the providers of those services as a result of the cancellation. If the cancellation of additional services is notified to the Centre less than seven days prior to the first day of the period booked the Client or Booking Party will pay 100% of the charge for the additional services for the period cancelled, subject to a minimum charge of £50.

4.4 Cancellations must be notified to the Centre in writing and will only be effective on the date such notice in writing is received by the Centre (or the next working day if the notice is received on a day the Centre is otherwise closed for business).

4.5 The Centre may, without incurring any liability, refuse to accept a booking and, in its sole discretion, terminate the hire.

5. Payment of account

5.1 All accounts shall be settled in full within 30 days of invoice. Invoices shall be rendered by the Centre at the end of the period of room hire. Payment shall be made by bank transfer. In the event of late payment, the Centre shall be entitled to charge interest at 4% above the RBS base-lending rate for the time being, on all outstanding amounts.

6. Provision of Personnel and Programme Information

6. 1 The Client or Booking Party shall provide to the Centre, in writing, and no later than seven days prior to the first day of the period booked, a full programme for the event taking place on the Premises during the hire period, and a complete list of individuals who will be attending the Premises in connection with the event.

7. Hours of use

7.1 The Client or the Booking Party shall be entitled to use the room hired by it between the hours of 09.00 and 17.00 on Mondays to Fridays during the period of hire. Any extension of these times shall be on terms to be agreed between the Client or the Booking Party and the Centre.

8. Audio visual Equipment

8.1 The Centre may be in a position to supply audio visual equipment for use by the Client or Booking Party on the Premises and for the duration of the hire period. The Client shall submit to the Centre, in writing, any requirements for audio visual equipment no less than seven days prior to the first day of the period booked. The hire of audio visual equipment is at the sole discretion of the Centre, and may be subject to additional charges. Where the Centre has agreed to supply audio visual equipment and/or any projection equipment, such supply will not include the supply of services of staff. If the Centre is not in a position to supply such equipment, the Client or Booking Party may bring with them to the Premises the required equipment, subject to written permission from the Centre. The Client or Booking party shall ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with electrical installations on the Premises. All portable equipment brought onto the Premises by the hirer must have a current PAT test certificate.

9. Furniture and Seating Arrangements

9.1 Furniture and seating will be arranged by agreement between the Client or Booking Party and the Centre. Details of seating and furniture layouts should be submitted to the Centre no later than seven days prior to the first day of the period booked.

10. Health and Safety:

10. 1 The hirer shall comply in all respects with the current Health and Safety at Work Act 1974 or regulations made there under and any legislation amending or consolidating the same.

11. Security

11.1 The Centre accepts no responsibility for loss or damage to persons or property on the Premises for the purposes for which rooms have been hired from the Centre by the Client or the Booking Party. The Client or the Booking Party is responsible for its own insurance for these purposes.

12. Clearance of rooms

12.1 At the end of the period for which the Client or the Booking Party has hired a room, the Client or the Booking Party shall immediately vacate the Premises and remove all its property from the Premises.

12.2 The Centre shall charge the Client or the Booking Party for any period that it or its property remains on the Premises after the period for which the Client or the Booking Party had hired a room.

12.3 The Centre shall have the right to remove and discard anything left on the Premises after the hire period has ended.

13. Disruption of business

13.1 The Centre shall take all reasonable steps to ensure that the use of the Premises as a hearing or conference facility by the Client or by the Booking Party is not disrupted or interfered with by any other user of the Premises.

13.2 The Centre reserves the right to terminate any room hire, without compensation or refund to the Client or the Booking Party, if the Client or the Booking Party or those invited onto the Premises by the Client or the Booking Party conduct themselves in a manner likely to cause a nuisance to, or to disrupt the business of, other users of the Premises.

13.3 The Centre reserves the right, in its sole discretion, to require any person to leave the Premises and refuse to permit anything to be brought into, or require anything to be removed from, the Premises.

14. Maximum Capacity

14.1 The Client or Booking Party shall not permit more than the maximum number of people notified by the Centre to be in any room at the one time. The Centre shall have the right to require people in excess of the maximum permitted to leave the room.

15. Damage to Premises

15.1 The Client or the Booking Party shall treat the Premises, and the Centre's facilities and equipment with care. The Client or the Booking Party shall be responsible to the Centre for any loss or damage caused to any of the Centre's property by the Client or the Booking Party or by any other person invited onto the premises by the Client or by the Booking Party. The Client or the Booking Party shall ensure that no person:

- (i) fixes anything to the structure or contents of the room
- (ii) marks, soils, or damages the structure or contents of the room
- (iii) paints or constructs any object or structure inside the room
- (iv) leaves anything in, or in any way obstructs an emergency exit or any notice of any emergency exit

15.2 The Client or Booking Party shall ensure that no hazardous substances, articles or equipment are brought onto the Premises.

16. Conduct while on the Premises

16.1 No films, photographs or videotapes of the Premises may be taken without prior written permission from the Centre.

16.2 No smoking is permitted on the Premises. The Client or Booking Party shall not itself, nor permit any person invited on the premises by the Client or by the Booking Party, to smoke on the Premises.

16.3 Any accident on the Premises must be reported immediately to a member of Centre staff.

17. Disposition of business

17.1 The Centre reserves the right to substitute a room hired to a Client or the Booking Party but it will only do so where the conduct of the business of the Centre reasonably requires. If the Centre is prevented from conducting business at the whole or a part of the Premises as a result of any damage caused or threatened to the Premises or any other event or circumstance outside its control, it shall be entitled to cancel the whole or a part of any room hire and shall not be liable for any loss suffered by the Client or the Booking Party as a consequence.

18. Indemnities

18.1 The Client or the Booking Party hereby indemnifies and holds harmless the Centre from all claims, liabilities, losses, charges, damages, expenses (including legal fees) of any kind whatsoever, which may be sustained by the Centre as a result of a third party claim in connection with a breach by the Client or the Booking Party, or their employees and agents, of this agreement. The Client or Booking Party shall maintain adequate levels of insurance accordingly.

19. Governing law and Dispute Resolution

19.1 These terms and conditions shall be governed by and interpreted in accordance with Scottish law.