

# Glasgow Training Rooms Booking Terms and Conditions

Please note that we commence providing services to you when we confirm your Booking, so amendments or cancellations to your Booking are not permitted other than as set out below. Should you wish to amend or cancel a Booking you must also confirm this by e-mail.

Standard payment terms are within 15 days from date of invoice, or seven calendar days prior to the first day of any event, whichever falls first. Exceptions to terms are only allowed if specified under prior contract agreement. Late payment may invoke terms as per The Late Payment of Commercial Debts (Interest) Act 1998 on outstanding balances.

You can cancel a Booking at any time up until 15 days before the commencement of the Booking and we will not charge you for the Booking (and we will refund any sums which you have previously paid). You can make a reduction to the Booking up until 15 days before the Booking and will not be charged for the Room(s) or Ancillary Services you have cancelled (and we will refund any sums which you have previously paid in respect of the services you have cancelled).

Within 15 days of the commencement of the Booking there is no refund for a cancellation and 100% of the minimum room capacity numbers remain payable in full. If you cancel a Booking after the Booking Charge Date, or fail to attend a Booking, you will be charged for the minimum agreed level in full. A cancellation reference will be given and must be retained as proof of cancellation. You will be issued with a receipt for this charge.

Any increase in the number of Delegates above the agreed maximum level for a Booking is subject to our prior approval. Variations may, on our specific approval to request, be available for an increase in maximum delegate numbers level if notified by 5 working days in advance of any Booking and providing a suitable room is available.

We may cancel a Booking at any time with immediate effect by giving you written notice if:

- you do not pay us when you are required to do so;
- you break the Contract in any other material way;
- If we have to cancel a Booking due to an event outside of our control we will promptly contact you to let you know and make best efforts to accommodate the booking at an alternative local venue at no additional cost to you.

**Your Responsibilities** - You acknowledge and agree that:

- you will be fully liable for any damage (other than fair wear and tear) to any of our Meeting / Training Rooms or property (or that of our affiliates) which is caused by your Delegates.
- your Delegates must not use the Meeting / Training Room in any way which results in annoyance or disturbance to us or any third parties.
- your Delegates must observe and adhere to any rules and regulations made by us in respect of the use of the Meeting / Training Room including without limitation any health and safety requirements relating to the premises in which the Meeting/ Training Room is situated.
- your Delegates must vacate the Meeting / Training Room at the agreed time; otherwise you will be subject to reasonable additional charges which must be paid for prior to departure.
- small quantities of personal food or drink may be brought into the Meeting / Training Room without prior notice. Any meals or deliveries must be agreed in advance.
- delegates may bring personal laptops, phones and tablet computers into the Meeting / Training Room in addition to training materials. Any other form of items or equipment brought in by organisers or delegates must be specifically agreed in advance or we may refuse access if, in our opinion, these may be unsuitable.
- we shall be entitled to eject any Delegate or stop the meeting or training without notice if any behaviour or content is in our opinion likely to lead to damage or nuisance or a breach of any law.
- we do not accept responsibility for any personal effects or other belongings which your Delegates bring onto or leave on our premises, unless due to our negligence.
- If you breach the terms of any Contract, we reserves the right to:
  - cancel your Booking with immediate effect and (if appropriate) eject you from the Meeting / Training Room;
  - retain all sums paid by you and/or charge you the full amount of your Booking; and/or
  - refuse future Bookings from you and/or refuse you entry or accommodation

**Liability** - We shall not be liable for any claim, loss or damage sustained by you as a result of us failing to provide the Meeting / Training Room(s) and/or any related Ancillary Services by reason of any events beyond our reasonable control.

To the maximum extent permitted by law, we expressly exclude:

All conditions, warranties and other terms (express or implied) which might otherwise be implied by statute, common law or the law of equity; and

Liability for any direct, indirect and/or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, incurred by any person in connection with any Contract or the use of our Meeting / Training Rooms or facilities, including, without limitation, liability for:

To the maximum extent permitted under law, our maximum liability to you in respect of any Booking shall be the amount paid in respect of such Booking. These terms of use do not affect our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or limited under applicable law.

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## Equipment Hire/Use Terms and Conditions

**Software Provision** - If the hire includes PC's, Glasgow Training Rooms (GTR) will provide PCs or laptops with Microsoft Windows operating system installed, and Microsoft Office, along with internet access. We will supply a number of laptops totalling a minimum of 1 above the Booking level, to allow for redundancy or unexpected software or hardware failure. The user is responsible for providing any other software and ensuring that it is licensed correctly. As part of our service we may install software on your behalf, or help with any software installation, or hold installation media on your behalf for facilitators to use. In order to use this service, any software and executable set-up instructions must be provided to GTR ten days in advance of the start date - or GTR will provide laptops with only the operating system, Microsoft Office and internet access. We expect assistance with any arising installation issues if GTR is installing software on your behalf, and reserve the ability to request proof if required that any software being installed is in line with applicable licencing or is within the developer's terms and conditions for installation.

**Hardware and Software Continuity** – If you are hiring PCs regularly (with future provisional or confirmed dates, or with an established or expected Booking pattern) we will supply specific client log-ins. These can be Administrator level or otherwise according to agreed requirement. This log-in must be with a pre-agreed password (or agreed as no password), which is also required to be the same for all log-ins. All supplied PCs or laptops for regular customers will not be re-imaged, restored or reset between sessions to allow for software installation continuity. While we will make all reasonable efforts to ensure that allocated PCs or laptops remain in reasonable health, we suggest that if prior installation and licencing is an important factor, that you make an over-provision of software accessible to us - for appropriate licencing of 20% above maximum expected delegate numbers.

**Equipment Care** – You are fully responsible for the safe use, security and safe return in full working order of any equipment which forms part of the Booking for use within or outside of GTR or affiliate premises. Listed equipment supplied may be asked to be confirmed and signed for by your representative before and after training events. Beyond component failure not due to external action, or fair wear and tear, you accept full responsibility for the cost of repair or replacement of this equipment if it is damaged or lost during the course of the booking.

**Equipment Security** – Your representative will be given keys to rooms that form part of the Booking and must ensure that such rooms are locked when unattended. All keys provided must be returned on event completion or a charge may be made at 10% above replacement cost.

**Client or Delegate Property & use with Hired Equipment** – You shall ensure that any electrical appliances or other equipment brought by you or your representative or delegates to a training location are safe and in good working order, and used in a safe manner. Although GTR take suitable precautions, any attachment of any external drive or equipment to any of our PCs is done so entirely at your risk including any unwanted software or viruses being transferred to that equipment. In no circumstances can GTR accept liability for loss of, or damage, to your equipment or property, or the property of any participants involved with the Booking.