

The Barracks

STIRLING

chargeable bookings

**The Barracks Conference Centre - Facilities
Bookings for tenants at Kintail
House/Cameron House and charities on The
Barracks campus:**

Terms & Conditions for
chargeable bookings

during the period

23rd August 2022- 23rd December 2022



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This is the Booking Form entered into by:

1. The Robertson Trust, a charity registered in Scotland with charity number SC002970 and registered address at Robertson House, 152 Bath Street, Glasgow G2 4TB (“**we**”, “**us**” or “**our**”); and
2. Your organisation (“**you**” or “**your**”) (together the “**parties**”) pursuant to and in accordance with the Terms and Conditions set out in the Booking Form.

The Terms and Conditions are hereby incorporated into and form part of the Booking Form. Terms used but not defined in this Booking Form shall have the meaning given to them in the Terms and Conditions.

“Additional Costs” means the additional costs for catering, equipment, changes to number of attendees and/or any other service provision requested by you and provided by us after submission of the Booking Form in relation to the Event;

“Booked Area” means the rooms and space for the Event and included in the booked confirmed by and/or provided by us;

“Booking Period” means the dates and times during which the Booked Area is required (dates and times being all inclusive);

“Charge” means the charges levied by us for the Event such charges being calculated by reference to the rates as shown on the website, or as agreed with the Venue Manager (all rates being exclusive of VAT);

“Organiser” means the person named as the point of contact on the Booking Form;

“Ten-Month Period” is the period starting on 14th February 2022 and ending on 23rd December 2022 (this was originally a six-month period from 14th February 2022 to 26th August 2022 but it was extended);

“Venue Manager” is the person nominated by us to manage the venue from time to time.

IN WITNESS WHEREOF, we, The Robertson Trust, and you, by submitting a Booking Form to us, have caused this Booking Form to be executed.

The following terms and conditions will apply to your booking of the Booked Area for the purpose of staging the Event (the “**Terms and Conditions**”). Terms used but not defined in these Terms and Conditions shall have the meaning given to them in the Booking Form:

Booking Process

1. Room Availability

- 1.1 Availability of rooms must be checked with Reception at The Barracks Conference Centre (“**The Barracks Conference Centre**”) before organising your Event. Reception can be contacted on 01786 641800 or at: booking@thebarracksstirling.org.uk.
- 1.2 For a suitable room to be matched to your requirements you must advise us in advance of the required room layout and the expected number of attendees at your Event.

2. Provisional Bookings

- 2.1 Provisional bookings will be held on a first come first served basis. Provisional bookings can be made (at our discretion) by telephone or email to The Barracks Conference Centre Reception at the contact details above.
- 2.2 In order for a provisional booking to be confirmed, an agreed Booking Form must be received and confirmed by us in accordance with section 3 below before the above provisional booking period ends.
- 2.3 If the booking is not confirmed in accordance with section 3 below, the booking may be cancelled by us without any liability to you and we may accept an alternative booking from an alternative party in place of your provisional booking.

3. Confirmation of Bookings

- 3.1 Following receipt of a completed Booking Form and payment of the Deposit by you in accordance with section 11 (where applicable), we will notify you once we have agreed and confirmed the booking. Submission of a completed Booking Form by you is deemed to be acceptance of these booking Terms and Conditions. For clarity, a Booking Form is not binding on either of us until both parties have agreed and completed the relevant Booking Form.
- 3.2 Your completed Booking Form must include:
 - 3.2.1 Date and time of the Event.
 - 3.2.2 Registered Charity Number if applicable.
 - 3.2.3 Estimated number of attendees (*We cannot confirm a booking without this*).
 - 3.2.4 Details of the Event.
 - 3.2.5 Lunch and refreshment requirements, including the times for servings.
 - 3.2.6 Preferred conference room set-up style for your Event.
 - 3.2.7 IT equipment requirements.
 - 3.2.8 Any additional requests.

3.2.9 Invoice address for any catering.

We may reject your Booking Form if you do not complete all of the required details.

3.3 No quotation, confirmation, terms and conditions, invoice or other document issued by you or on your behalf shall vary or supersede these Terms and Conditions or the Booking Form itself.

3.4 The contract between you and us for the booking for your Event space comprises (i) the Booking Form; and (ii) these Terms and Conditions (together making the "**Contract**"). If there is any inconsistency between these Terms and Conditions and the Booking Form, these Terms and Conditions shall prevail unless expressly stated otherwise in the relevant Booking Form.

Preparing for your Event

4. Access to building

4.1 The Barracks Conference Centre will be open at 8.30am and closes at 5.30pm, Monday to Friday.

4.2 Accessible parking can be requested as part of your booking and is subject to availability.

5. Room setup arrangements

5.1 You must confirm to us your requirements for the set up and set down of the Booked Area including the room layout/equipment at least 10 days prior to the start of the Booking Period.

5.2 You must ensure that the Booked Area is vacated and left in a clean and tidy condition, and that all of your equipment, waste and materials are removed, in each case prior to the end of the Booking Period.

5.3 With the exception of the Barracks Conference Room, the MacPhail Room and McNeil Room, all other meeting rooms are laid out in Boardroom style, viz. an oblong table with chairs around it, and this layout cannot be changed.

6. Hospitality requirements

6.1 If you require catering and/or additional hospitality you will be liable to pay the relevant charges which will be invoiced separately.

6.2 All servings of tea & coffee and lunch will be laid out 15 minutes before the serving time agreed in the Booking Form.

6.3 We will agree where the food will be served at the time of confirmation of your booking.

6.4 All sandwiches provided should be consumed within 2 hours of serving and must be consumed within a 4-hour period, as per food safety guidelines.

6.5 We do not accept any responsibility for food and/or drink provided by us taken off site for consumption.

6.6 Only food and drink purchased on site may be consumed within the Barracks Conference Centre.

- 6.7 Hospitality will be cleared away by the catering staff immediately after your interval/break has finished.
- 6.8 You shall ensure that all spillages are reported immediately to either the Venue Manager or Reception staff.
- 6.9 Any alterations to hospitality can be discussed on the day with the Venue Manager, but it will be at the discretion of the Venue Manager whether the requested amendments can be met.

7. Special Catering Requirements

- 7.1 If any of your attendees have specific catering requirements, including special dietary needs, please provide full details when confirming your booking.
- 7.2 We are unable to guarantee that catering provided by us is suitable for attendees with allergies as we have no control over our catering supplier's environments. Without prejudice to the foregoing, we will be more than happy to discuss your catering requirements and will use our reasonable endeavours to provide a catering package that meets your needs.

8. Audio Visual Equipment requirements

- 8.1 Each room is equipped with audio visual equipment. Please ask for specific details when booking your Event as you must inform us in advance of your Event, via the Booking Form, if audio visual equipment is to be used. This allows us to schedule any set-up time and support for your Event if required.
- 8.2 If you decide on the day of your Event that you need to use the audio visual equipment, please notify reception staff before using.
- 8.3 If you require additional audio-visual equipment and/or audio-visual support in addition to that already in the Booked Area, then if and to the extent we agree to provide the additional equipment, the cost of such additional equipment shall be an Additional Cost (we will determine and notify you of the amount of such cost).

9. Final confirmation of attendees

- 9.1 To enable us to organise your Event successfully, please send us confirmation of the final number of attendees that you anticipate will attend the Event no later than 2 days prior to the Event. This does not apply if the booking is for a simple meeting, rather than an event.
- 9.2 When confirming numbers of attendees, please ensure that they are realistic in relation to your Event. Notwithstanding that final attendee numbers may be confirmed up until 2 days prior to the Event in accordance with section 9.1, the attendee numbers set out in your Booking Form will be used as the basis for your final invoice and will be subject to our cancellation policy as detailed in sections 15 and 16. Any increases to attendee numbers after the Booking Form has been agreed will be subject to Additional Costs in accordance with section **Error! Reference source not found..**

10. Catering

- 10.1 You are responsible for paying the costs of catering. We will provide an invoice detailing the costs of catering. The invoice will be based on the final attendee numbers provided in the Booking Form (even if actual attendees at the Event are less). Costs associated with additional attendees added after the final invoice has been issued by us will be invoiced to you separately and you shall pay the invoice in accordance with its terms.

Payment

11. Invoicing

- 11.1 Unless otherwise stated by us, a non-refundable deposit of 50% of the Charge will be invoiced to you by us and must be paid by you when your booking is confirmed in accordance with section 3 above (the “**Deposit**”).
- 11.2 You must pay all invoices prior to the start of the Booking Period or within 30 days following the date of the invoice (the “**Due Date**”), whichever is sooner.
- 11.3 You must pay all amounts in pounds Sterling, to a bank account nominated by us for this purpose from time to time without set-off or counterclaim and free and clear of all taxes and duties.

12. Late Payment

- 12.1 Any amounts not paid by you under this Contract within 7 days of the Due Date may accrue interest, on a daily basis, from the Due Date until the date of actual payment, at a rate of 2% above the base rate of the Bank of Scotland.
- 12.2 Without prejudice to the foregoing, in the event of late payment we reserve the right to cancel your booking without liability to you. All outstanding invoices will then become immediately due and payable (together with interest).

We reserve the right to

13. Right of entry

- 13.1 We reserve the right to enter the Booked Area where we believe it may be necessary for security purposes and/or to inspect, alter, repair, maintain, renew, clean, or add to the Booked Area.

14. Meeting Room and Facilities

- 14.1 Attendee numbers will be taken into consideration when allocating your training/event room for the Event. We reserve the right to change allocated rooms and advertised facilities at our discretion.

Cancelling your booking

15. Cancellations

- 15.1 If you have to cancel your Event you may be liable for cancellation fees You must confirm to us in writing or by email any cancellation(s) along with a cancellation number (obtained from the Venue Manager).
- 15.2 We reserve the right to cancel the Event at any time on notice to you and without liability to you if:
- 15.2.1 you commit a material breach of any of your obligations under this Contract; or
 - 15.2.2 you become unable to pay your debts as they fall due or enter into liquidation, insolvency, administration or bankruptcy (or any equivalent proceedings); or
 - 15.2.3 the Booked Area or any area within The Barracks Conference Centre is, or is likely to be, closed to the public for any reason; or
 - 15.2.4 in the event of circumstances beyond our reasonable control resulting in us being unable to provide services under this Contract; or
 - 15.2.5 you or any of your attendees engage in conduct which in our reasonable opinion is of material commercial detriment to our or The Barracks Conference Centre's good name, goodwill, or reputation.

16. Cancellation fee

- 16.1 If you cancel the Event or if we cancel the event where section 18.3 applies, we reserve the right to charge the following cancellation fees (less any Deposit already paid by you, which will be retained by us):
- (a) For cancellations made 11 or more days (inclusive) prior to the start of the Booking Period: 50% of the Charge, plus any other costs incurred by us in connection with the cancellation; or
 - (b) For cancellations made 10 days or less (inclusive) prior to the start of the Booking Period: 100% of the Charge and the Additional Costs, plus any other costs incurred by us in connection with the cancellation.

Use of premises

17. Conditions for use of The Barracks Conference Centre

- 17.1 You represent, warrant, and undertake:
- 17.1.1 not to use the Booked Area other than for the purposes of the Event and the purpose disclosed to us on the Booking Form;
 - 17.1.2 not to do or permit to be done anything in or on the Booked Area which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to us or to any of our customers or guests, or any owner or occupier of neighbouring property;

- 17.1.3 to comply with good industry practice and all applicable health and safety laws and regulations in connection with the Event, the premises and all site policies and rules communicated to you by us, including all directions given by us regarding security;
- 17.1.4 to comply with any reasonable instructions and/or directions given by us;
- 17.1.5 to comply with all applicable laws in connection with the Event, including obtaining and complying with all necessary licences, permits and approvals required to hold the Event;
- 17.1.6 to permit us to search all containers, bags, boxes and equipment coming into or leaving the Booking Area;
- 17.1.7 not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Booking Area without our prior written consent, such consent not to be unreasonably withheld and, where such consent is given, to ensure that you have obtained all necessary third-party permits, licences and approvals required to use such advertisement, signboards, flag, banner, placard, poster, signs or notices;
- 17.1.8 not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances in the Booked Area, or install or use additional heating, power, cabling or other electronic fittings or appliances without our prior written consent;
- 17.1.9 to ensure that guest attendees at the Booking behave in a responsible, safe and appropriate manner, and we reserve the right to refuse entry to, or remove, or request that you refuse entry to or remove, guests that do not do so from the Event and the Booked Area; and
- 17.1.10 not to charge a fee for attending the Event.

18. Restrictions on activities allowed

- 18.1 You will ensure that all activities undertaken by you, or on your behalf, or permitted by you during or in connection with the Event, and your attendees, are appropriate to the venue and do not interfere with the activities of other users of The Barracks Conference Centre or users of, or tenants in, any of the other buildings in the Barracks complex.
- 18.2 What constitutes an appropriate activity is at the sole discretion of the Barracks' Venue Manager and their staff.
- 18.3 We reserve the right on written notice to immediately cancel any booking if acting reasonably, we determine the Event is being run in order to make a profit, or attendees are being charged a fee to attend the Event.
- 18.4 If you wish to clarify any of the above, you must discuss with the Venue Manager in advance of your booking.

19. Damage

- 19.1 You are responsible for all allocated meeting rooms within the Booked Area during the Booking Period. Any damage to such rooms or their contents may result in a charge to remedy such damage which you will pay to us promptly on demand. You

will be liable for the cost of repairs carried out as a result of any damage caused to any property or equipment owned by us.

- 19.2 Blu-tac, sticky tape, nails, screws and other adhesives must not be used on the walls or fabric of the Booked Area. You will be liable for the cost of any additional cleaning or repair required at the end of your Event if the Booked Area requires additional cleaning and/or repair.

20. Age limits

- 20.1 If a child, i.e. an individual aged 17 or under, is going to be on site at The Barracks Conference Centre during your Event, you must inform the Venue Manager in advance to allow a specific risk assessment and plan for evacuation to be drafted.
- 20.2 Please note: The Barracks Conference Centre does not have any first aiders specifically trained in baby and child first aid. If a child is going to be on site at The Barracks Conference Centre during your Event, you are responsible for ensuring that a first aider specifically trained in baby and child first aid is present.

Liability

21. Liability

- 21.1 So far as is permitted by law, we limit and exclude our liability under this Contract as set out in this section 20.
- 21.2 Subject to section 21.6, we shall not be liable for:
- 21.2.1 the death or, or injury to, you or your employees, agents, contractors, or any other attendees at the Event;
 - 21.2.2 damage or loss of any of your property or that of your employees, contractors, agents, or other attendees at the Event (except to the extent that such damage or theft arises from our negligence or that of our employees or contractors). You shall ensure that whilst in The Barracks Conference Centre all your employees, agents, contractors, and other attendees keep their personal belongings on their person at all times; or
 - 21.2.3 damage or loss of any equipment brought into The Barracks Conference Centre premises by you, your employees, contractors, agents, or other attendees at the Event. Such equipment is brought into The Barracks Conference Centre and used by you or that person at your or their own risk.
- 21.3 If any third-party contractor is engaged by you or on your behalf to provide services at or in connection with the Event then you shall ensure that such third-party contractor:
- 21.3.1 obtains and maintains appropriate insurance commensurate with the risks involved;
 - 21.3.2 has obtained and complies with all appropriate method statements, risk assessments and any necessary licenses for the staging of the Event; and
 - 21.3.3 demonstrates all necessary competency skills required to manage the Event, in compliance with relevant Health and Safety laws.

- 21.4 Subject to section 21.6 below, our liability, whether in Contract, negligence or otherwise, arising out of or in connection with this Contract shall, not exceed the total amount of the Charge and the Additional Costs paid by you under this Contract.
- 21.5 In no event shall either party be liable to the other for any indirect or consequential losses, however caused, arising out of or in connection with this Contract, whether or not the party has been advised of the possibility of such indirect or consequential losses.
- 21.6 Nothing in this Contract shall exclude or restrict either party's liability for death or personal injury caused by negligence, or for fraud or for any other liability that cannot by law be excluded.

22. Insurance and indemnities

- 22.1 We have public liability insurance in place in respect of The Barracks Conference Centre. However, we accept no responsibility for any activities organised by those booking our facilities. You shall ensure that public liability insurance and employers liability insurance are arranged and maintained throughout the duration of this Contract in full force and effect and at your own cost, with a reputable insurer to cover your liabilities under this Contract and any claim that might be made against you and/or your employees in respect of any activities that you are responsible for or any equipment you use during the Event.
- 22.2 You shall at all times keep us fully indemnified against all actions, claims, demands, damages, expenses, compensation, costs, charges, liability and proceedings suffered by us in connection with:
- (a) any breach of any applicable law by you or your employees, contractors, agents, or other attendees;
 - (b) any failure on your part to dismantle, remove and clear your equipment, waste and materials from the Booked Area prior to the end of the Booking Period in accordance with this Contract, and any subsequent disposal or storage of same by us;
 - (c) any loss or damage caused as a result of your use of equipment brought into The Barracks Conference Centre; and
 - (d) any loss of or damage to property and effects including loss of or damage to the Booked Area or The Barracks Conference Centre (except for loss or damage arising from gross negligence by us or our employees or agents).

Compliance with laws

23. Health and Safety

- 23.1 You shall ensure that attendees at your Event do not exceed the seating capacity of the room(s) within the Booked Area. (Please refer to our website www.thebarracksstirling.org.uk for seating capacities).
- 23.2 You shall ensure that all fire exits and fire related equipment within the Booked Area are always kept clear and unobstructed during your Event.

- 23.3 Under no circumstances can our audio visual equipment be removed from the room in which it is situated. If equipment is faulty, damaged or missing, please advise the Reception staff or the Venue Manager.
- 23.4 We operate a no smoking/naked flames policy throughout The Barracks Conference Centre. You must ensure that all persons attending the Event observe this. Anyone wishing to smoke or vape must completely leave the area around The Barracks Conference Centre, Kintail House and Cameron House (as may be directed by us from time to time) in order to do so.
- 23.5 Your designated Organiser is the responsible person for fire and Health and Safety matters relating to your Event and must be present at the Event to deal with relevant issues.
- 23.6 The contact name for fire safety and health and safety, if not the Organiser, must be submitted to us 48 hours prior to the Event taking place. You will ensure that the designated person undertakes inhouse fire, and health and safety training appropriate to the Event and that they sign an agreement with us agreeing to undertake responsibility for fire safety and health and safety for the duration of their Event.
- 23.7 In the case of a fire or building evacuation the Organiser, or other designated person, is responsible for the safe evacuation of all attendees at the Event from The Barracks Conference Centre to the appropriate Assembly Point.
- 23.8 Prior to the start of your Event a member of our staff will advise you where the relevant Assembly Point is and, where appropriate, demonstrate our evacuation procedures. You shall ensure that your Organiser or other designated person signs an agreement to accept and adhere to our health and safety procedures prior to the start of the Event.

24. Statutory Legislation

- 24.1 We are subject to statutory regulations including, without limitation, fire regulations and Health, Safety and Environment regulations. You shall ensure that you and your employees, contractors, agents, and other attendees and associated third parties comply with these requirements as may be directed and notified by us from time to time, and with all other applicable laws and regulatory requirements.

25. Data Protection (DP)

- 25.1 Each party acknowledges that it is their intention and understanding that each party will be a Controller (as defined in the DP Laws) in the performance of their respective rights and obligations under this Contract.
- 25.2 Notwithstanding section 25.1, each party shall comply with the provisions of the DP Laws. In particular, each party agrees to comply with the obligations placed on the other party by the DP Laws in respect of any processing of Personal Data so as to ensure it is carried in a manner that ensures appropriate security and protection of the Personal Data.
- 25.3 For the purposes of this section 25:

“DP Laws” means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in s.2 of the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations SI 2019/410); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended (the **“DP Laws”**);and

“Personal Data” shall have the meaning as set out in the DP Laws.

General

26. General

- 26.1 No failure or delay by us in exercising any of our rights under this Contract shall be deemed to be a waiver of that right.
- 26.2 In the event of circumstances beyond our reasonable control resulting in us being unable to provide services under this Contract, we shall have no liability in respect of any losses or damages arising directly or indirectly from such circumstances.
- 26.3 All chargeable bookings made in the Six-Month Period are subject to these Terms and Conditions which may not be varied without our written agreement.
- 26.4 You shall not assign, sub-licence or deal in any other manner with this Contract or any rights hereunder, or purport to do any of the same without our prior written consent. Any purported assignation in breach of this clause shall confer no rights on the purported assignee. Without prejudice to the foregoing, you shall remain responsible for the acts and omissions of your contractors and the attendees at any Event hosted by you at all times as if they were your acts and omissions.
- 26.5 Occupation or use of The Barracks Conference Centre by your or your employees, contractors, agents, and other attendees shall be as a licensee only and confers no other rights to be or remain in The Barracks Conference Centre. You acknowledge that no relationship of landlord and tenant is created between us by this Contract and we retain control, possession and management of The Barracks Conference Centre at all times.
- 26.6 You warrant that you have full power and authority to enter into and perform this Contract.
- 26.7 This Contract constitutes the entire agreement between us relating to the subject matter hereof and supersedes any previous agreement (whether written, oral or implied) between us relating to the same and, from the date of this Contract, no claim shall arise in respect of any superseded agreement except that nothing in this clause shall operate to exclude any liability of either party for fraud.
- 26.8 Any notice required to be given under this Contract will be served personally or by first class signed for mail addressed to the relevant party at its registered office or emailed, in the case of a notice being sent by us to you, to the email address set out in the Booking Form, or in the case of a notice being sent by you to us, to The Barracks Conference Centre, Forthside Way, Stirling, FK8 1QZ. Any notice so given will be deemed to have been served upon receipt and in proving service it will be

sufficient to produce a copy of the notice properly addressed with a receipt for delivery.

- 26.9 A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted or replaced from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 26.10 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 26.11 This Contract is governed by Scots law and you irrevocably submit to the exclusive jurisdiction of the Scottish courts to settle any disputes which may arise out of or in connection with this Contract.