

## Booking Terms and Conditions

### 1. Definitions

**'Booking'** – means the hire of a room and/or equipment supplied by ETC at the Venue.

**'Booking Form'** means the form on the reverse of these Terms and Conditions, containing the details of the Booking.

**'Client'** – means the person or organisation to whom the Booking Form is addressed.

**'Contract'** - means these Terms and Conditions, together with the Confirmed Booking Form.

**'ETC'** – means Edinburgh Training Centre Limited, a company incorporated in Scotland (registered number SC266120) having its registered office at 16 St Marys Street, Edinburgh EH1 1SU, trading as Edinburgh Training and Conference Venue.

**'Event Start Date'** - means the date of commencement of the Booking as set out in the Booking Form.

**'Fee'** – means the "Net Total" of the price set out in the Booking Form, or otherwise agreed in writing between ETC and the Client. **'Force Majeure Event'** - means an event beyond the reasonable control of ETC including but not limited to: strikes, lock-outs or other industrial disputes (whether involving the workforce of ETC or any other party); failure of a utility service or transport network; act of God; war; riot; civil commotion; malicious damage; accident; breakdown of plant or machinery; fire; flood; storm or default of suppliers or subcontractors.

**'Invoice Date'** - means the last day of the Booking. **'Participants'** – means any person who participates in the Booking, including leaders, delegates, instructors and speakers.

**'Venue'** - means the conference and training venue at 16 St Marys Street, Edinburgh EH1 1SU.

### 2. Bookings and Amendments

Bookings must be made on an official ETC Booking Form and be signed by the Client (either manually or electronically). The booking is not confirmed until the form has been countersigned by ETC.

In the event that ETC accepts full or partial payment for a Booking both ETC and the Client are deemed to have signed the Booking Form and accepted that these Terms and Conditions apply to the Booking.

ETC may not be able to accept amendments to confirmed bookings. If the client wishes to amend the booking this must be agreed in advance with ETC and a new Booking Form must be signed by both the Client and ETC.

ETC will allocate a suitable room for the booking based on the number of delegates. If the client wishes to book a specific room for the hire, this must be stated on the Booking Form and may incur an additional charge.

The booking is for the exclusive use of the client. The booking may not be assigned or shared with another organisation without agreement from ETC which must be noted on the confirmed booking form.

If ETC is unable to accommodate the booking within ETC premises, ETC will use reasonable endeavours to arrange an alternative local venue at no additional cost to the Client.

### 3. Payment terms

The Fee is as detailed on the Confirmed Booking Form. ETC reserves the right to charge a further fee for any Participants additional to those detailed in the Confirmed Booking Form.

Unless otherwise specified in the Confirmed Booking Form, payment of the Fee is required in full within fourteen days of the Invoice Date. In the event a deposit is payable, the amount and payment date for such deposit will be set out in the Confirmed Booking Form. Deposits are non refundable.

### 4. Cancellation Policy

The Client must notify ETC by email that they wish to cancel their event. The event will not be cancelled until ETC acknowledge receipt of the cancellation email from the client, this will be done by email from ETC.

- Cancellation more than 90 days before the Event Start Date – no charge.
- Cancellation within 90 days of the Event Start Date – 25% of the Fee is payable
- Cancellation within 60 days of the Event Start Date – 50% of the Fee is payable
- Cancellation within 30 days of the Event Start Date – 75% of the Fee is payable
- Cancellation within 14 days of the Event Start Date – 100% of the Fee is payable

For some bookings different cancellation charges may apply, if so these will be shown on the Booking Form.

### 5. Access to the Centre

The centre is normally open from 08:00 to 18:00 Monday to Thursday and from 08:00 to 17:00 on Friday. Access is available at all other times (247/365) by prior arrangement.

The Client, or an elected representative of the Client, will be provided with keys to rooms which form part of the Booking and must ensure that such rooms are locked if left unattended.

ETC has the right to refuse any person admission to the building or to ask any person to leave the building immediately.

### 6. Software

If the Booking includes PC hire, ETC will provide the relevant computer hardware with an appropriate operating system installed. If any additional software is required, it is the Client's responsibility to provide this and to ensure all applicable licences are obtained and valid. If any software is required to be installed prior to the Booking, the software and set-up instructions must be provided to ETC at least 10 days before the Event Start Date. The Client confirms that any such software does not infringe any third party intellectual property rights.

### 7. Equipment

The Client is responsible for any equipment provided by ETC which forms part of the Booking. The Client shall repay ETC in full for the cost of repair or replacement of this equipment if it is stolen, damaged or lost during the course of the Booking.

### 8. Client Property

ETC does not accept any liability for any theft, loss or damage to Client's or Participants' property. The Client shall ensure that any electrical appliances or other equipment brought by the Client to the Venue is used in a safe manner. It is the Client's responsibility to ensure that all activities carried out and any external equipment is adequately insured for the duration of the Booking.

### 9. Damage

The Client is responsible for any damage to any part of the Venue or its contents incurred as a result of the Client's or any Participants' (or representatives of either) acts, omissions or negligence. The Client shall indemnify ETC for any loss suffered as a result of such damage.

### 10. Termination

If the Client materially breaches the Contract (and fails to remedy the breach promptly after written notice from ETC) ETC shall be entitled to terminate the Booking immediately by giving notice in writing. On termination, the Client shall, within 5 working days, pay ETC all sums due and payable under the Contract. For the avoidance of doubt, any sums already paid by the Client shall not be refunded on termination.

### 11. Force Majeure and Liability

ETC shall not be liable to the Client as a result of any delay or failure to perform its obligations under the Booking as a result of a Force Majeure Event. ETC's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Fee as set out in the Confirmed Booking Form. For the avoidance of doubt, nothing in these Terms and Conditions shall limit or exclude ETC's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.

### 12. Data Protection and Confidentiality

All data provided to ETC shall be handled in accordance our Privacy Policy statement which can be found here [edintrain.com/privacy-policy/](http://edintrain.com/privacy-policy/) Telephone calls may be recorded for Training and Quality purposes.

### 13. Severability and Entire Agreement

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

The Contract constitutes the entire agreement between the parties.

### 14. Jurisdiction.

The Contract shall be governed by and construed in accordance with Scots law and both parties irrevocably submit to the exclusive jurisdiction of the Scottish courts.

### 15. Covid-19 Measures

Both 'ETC' and the 'Client' acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from the Scottish Government. ETC will maintain a list of their Covid-19 measures here [edintrain.com/Covid-19-Measures](http://edintrain.com/Covid-19-Measures)