

Booking Terms & Conditions

1. DEFINITIONS

- **'Booking'** means the hire of a room and/or equipment supplied by ETC at the Venue.
- **'Booking Form'** means the form 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) with its registered office at 16 St Marys Street, Edinburgh EH1 1SU, trading as Edinburgh Training and Conference Venue, or any other legal entity which may from time to time own and/or operate the business trading as Edinburgh Training and Conference Venue.
- **'Event Start Date'** means the date on which the Booking commences, as set out in the Booking Form.
- **'Fee'** means the "Net Total" price set out in the Booking Form, or otherwise agreed in writing between ETC and the Client.
- **'Force Majeure Event'** means any 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 attends or 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 signed by the Client (either manually or electronically). A booking is not confirmed until the form has been countersigned by ETC.
- If ETC accepts full or partial payment for a booking, both ETC and the Client will be deemed to have accepted the booking and these Terms and Conditions, whether or not the Booking Form has been signed.
- ETC may not be able to accept amendments to confirmed bookings. If the Client wishes to amend a booking, this must be agreed in advance with ETC and a revised 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, this must be stated on the Booking Form and may incur an additional charge.
- Bookings are for the exclusive use of the Client. A booking may not be assigned, transferred, or shared with another organisation without ETC's prior written agreement, which must be recorded on the confirmed Booking Form.
- ETC may assign or transfer any or all of its rights and obligations under the Contract to a third party or successor without the Client's consent.
- If ETC is unable to accommodate the booking within ETC's premises, ETC will use reasonable endeavours to arrange an alternative local venue at no additional cost to the Client.

3. PAYMENT TERMS

- **Payment:** The total fee for the event is outlined on the Confirmed Booking Form. Additional charges may apply for extra attendees, catering, equipment, or other services requested.
- **Payment Deadline:** Unless stated otherwise on the Confirmed Booking Form, full payment is due **14 days prior to the event start date**.

4. CANCELLATION POLICY

- **How to Cancel:** The Client must notify ETC of any event cancellation by email.
- **Cancellation Confirmation:** A booking will not be considered cancelled until ETC has acknowledged receipt of the cancellation by email.
- **Cancellation Charges:**
 - » Cancellation after signing the Booking Form: 50% of the total fee is payable
 - » Cancellation within 14 days of the Event Start Date: 75% of the total fee is payable
 - » Cancellation within 7 days of the Event Start Date: 100% of the total fee is payable
- **Different Cancellation Terms:** Some bookings may be subject to different cancellation charges. Where applicable, these will be clearly stated on the Booking Form.

5. ACCESS TO THE CENTRE

- The Centre is normally open 08:00-18:00 Monday to Thursday and 08:00-17:00 on Friday. Access outside these hours (24/7/365) may be available by prior arrangement.
- The Client, or their nominated representative, may be provided with keys to the rooms included in the booking upon request. The Client is responsible for ensuring that these rooms are locked when left unattended.
- ETC reserves the right to refuse admission to the building or to require any person to leave the premises 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 the Client's or Participants' property. The Client shall ensure that any electrical appliances or other equipment brought by the Client to the Venue are used in a safe manner. It is the Client's responsibility to ensure that all activities carried out and any external equipment are 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 acts, omissions or negligence of the Client or any Participants (or representatives of either). 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 for 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 with our Privacy Policy, which can be found here:
- edintrain.com/privacy-policy/
- Telephone calls may be recorded for training and quality purposes.

13. ANTI-BRIBERY COMPLIANCE

ETC confirms that it has adequate procedures in place to comply with the Bribery Act 2010. By signing the Booking Form, the Client confirms that it has adequate procedures to comply with the Bribery Act 2010.

14. 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.

15. ASSIGNMENT AND TRANSFER

- ETC may at any time assign, transfer, mortgage, charge, subcontract, delegate, or otherwise deal with all or any of its rights or obligations under the Contract.
- The Client shall not, without the prior written consent of ETC, assign, transfer, mortgage, charge, subcontract, delegate, or otherwise deal with any or all of its rights or obligations under the Contract.

16. 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.

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