

# Terms and conditions for the hire of meeting rooms

## 1. Definitions and interpretation

1.1. In these Conditions, the following definitions shall apply:

**Booking:** the Customer's booking for the hire of Room(s) and/or the supply of Services, as set out in the Booking Form.

**Booking Form:** the booking form used by DCC setting out the Customer's Booking requirements, including: (a) which Room(s) will be hired; (b) the Hire Period; (c) any Services required; and (d) the number of Credit Hours required for the Booking.

**Bundle:** the bundle for the purchase of Credit Hours described in Schedule 3

**Café:** any businesses located within the Venues from time-to-time which offers food and drink for consumption.

**Charges:** the charges payable by the Customer for the supply of the Services as set out in the Booking Form.

**Conditions:** these terms and conditions as amended or updated from time to time.

**Connect Derby Portal:** the online portal for various services (including meeting room bookings) available on [www.connectderby.co.uk](http://www.connectderby.co.uk)

**Confirmed Booking:** the status of a Booking following either:

- receipt by DCC of confirmation from the Customer that the Customer wishes to proceed with the Booking as set out in the Booking Form; or
- submission of a Booking request using the Connect Derby Portal by the Customer, provided that the Booking then displays as booked on the Connect Derby Portal.

**Contract:** the contract between DCC and the Customer for the purchase of the Bundle, the hire of the Room(s) and the supply of the Services in accordance with the Booking Form and these Conditions.

**Contract Manager:** the person responsible for managing Bookings on behalf of DCC.

**Credit Hours:** credits purchased as part of a Bundle which may be expended for the hire of the Room(s) and the supply of the Services as set out in the Booking Form. One Credit Hour will allow the hire of the Room for one hour.

**Credit Hour Validity Period:** the period for which Credit Hours shall remain valid after purchase of a Bundle, as set out in Schedule 3

**Customer:** the person or firm who hires a Room and/or purchases Services from DCC.

**Customer Lead:** the person responsible for managing the Booking on behalf of the Customer, as specified in the Booking Form.

**DCC:** Derby City Council, of The Council House, Corporation Street, Derby, DE1 2FS.

**DCC e-store:** means the online facility offered by DCC for the payment for products and services located at: <https://www.civicaepay.co.uk/DerbyCityEstore/estore/default/Catalog/Index?Area=>

**DP Laws:** all applicable data protection and privacy legislation in force from time to time in the UK.

**Event:** the event or function for which the Customer is hiring the Room(s), as specified in the Booking Form.

**External Customer:** means a Customer who is not a tenant under a lease of part of one of the Venues.

**FOIA:** the Freedom of Information Act 2000 and any subordinate legislation made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

**Hire Period:** the period of time agreed for the hire of the Room(s) as set out in the Booking Form, to include any period of time to set up and clear the Room(s).

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Internal Customer:** means a Customer who is a tenant under a lease of part of one of the Venues.

**Provisional Booking:** a provisional reservation of the Room(s) and Services specified in a Booking Form, pending receipt by DCC of the Customer's confirmation that it wishes to proceed with the Booking.

**Room(s):** the meeting room(s) at the Venue(s) to be hired by DCC to the Customer, as more specifically set out in the Booking Form.

**Services:** the supply of any services set out in Schedule 1, and any additional services or equipment, as specified in the Booking Form or which is otherwise agreed in writing between DCC and the Customer.

**Venue(s):** the venue(s) listed in Schedule 2 and as specified in the Booking Form.

**Website:** [www.connectderby.co.uk](http://www.connectderby.co.uk).

**Working Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

1.2. In these Conditions, the following rules of interpretation shall apply:

- a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- a reference to a party includes its personal representatives, successors or permitted assigns;
- a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- a reference to **writing** or **written** includes **emails but not faxes**.

## 2. Bundle purchase

- The Customer shall purchase the Bundle at the price set out in Schedule 3.
- The Customer shall make payment to DCC in full in respect of the purchase of the Bundle through the DCC e-store.
- Upon purchase of the Bundle the Contract shall come into force (the "Commencement Date")
- Credit Hours may not be used after the expiry of the Credit Hour Validity Period for those particular Credit Hours.
- 2.5 The Customer shall not be entitled to any refund in respect of any Bundle purchased.

## 3. Meeting room hire

- For the hire of a Room, where the Customer is an External Customer the process set out in this clause 3.1 shall be followed:
  - the Customer shall submit an enquiry for a Booking:
    - if two weeks or more before the commencement of the Hire Period, either (a) via the Website; (b) via telephone on 01332 258300; or (c) via email to [meetingrooms@connectderby.co.uk](mailto:meetingrooms@connectderby.co.uk); and
    - if less than two weeks before the commencement of the Hire Period, via telephone on 01332 258300;
  - DCC shall either:
    - complete a Booking Form with the

Customer's Booking requirements and send this to the Customer via email, in which case and at which time the Booking shall become a Provisional Booking; or

- confirm to the Customer that the Booking cannot be made due to unavailability or any other reason, in which case no Provisional Booking shall be made;
- in the event that:
    - not later than five Working Days after DCC sends the Booking Form to the Customer, the Customer confirms in writing to DCC that it wishes to proceed with the Booking, the Booking shall become a Confirmed Booking and DCC shall send written confirmation of this to the Customer; or
    - the Customer fails to respond to DCC within five Working Days of DCC sending the Booking Form to the Customer, DCC reserves the right to release the Provisional Booking without notice to the Customer; and
  - the Customer must notify DCC in writing of any requested amendments to its Booking not later than two Working Days before the commencement of the Hire Period, in which case DCC will use all reasonable endeavours to oblige. DCC shall notify the Customer in writing if it is able to accommodate the requested amendments to the Booking. The Customer acknowledges and agrees that any requested amendments to a Booking received after that date will be accepted entirely at DCC's discretion.

- The initial enquiry by the Customer under clause 3.1(a) constitutes an offer by the Customer to hire the Room(s) and/or purchase the Services in accordance with these Conditions.
- For the hire of a Room, where the Customer is an Internal Customer the process set out in this clause 3.3 shall be followed:
  - The Customer shall log onto the online meeting room booking system on the Connect Derby Portal and shall submit a Booking request;
  - The Connect Derby Portal shall display confirmation that the Booking is approved
- A Booking shall only be deemed to be accepted when the Booking becomes a Confirmed Booking.
- Any samples, drawings, descriptive matter or advertising issued by DCC, and any descriptions or illustrations contained in DCC's brochures or on the Website, are issued or published for the sole purpose of giving an approximate idea of the Rooms and Services described in them. They shall not form part of the Contract or have any contractual force.
- These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- Any quotation given by DCC shall not constitute an offer and is only valid for a period of five Working Days from its date of issue.
- DCC does not offer any guarantee that internet services will be available at the Room or the Venue and the Customer acknowledges that they shall not be entitled to any form of compensation or to rescind or cancel the Contract in such an event except in accordance with any other unrelated right granted under the Conditions.
- DCC gives no warranty that that Room is suitable for the Event.

## 4. Acceptance of contract

- The Contract shall become binding, and these Conditions shall be deemed to have been accepted by the Customer upon:
  - The Customer making a payment for the purchase of a Bundle;
  - the Customer sending the completed Booking Form to DCC;
  - the Customer submitting a Booking request through the Connect Derby Portal; or
  - the Customer making any payment of the Charges (regardless of whether or not such payment of the Charges is in full)whichever is the earlier.

## 5. Supply of services

- 1.1. The provision of any Services by DCC is in addition to the hire of the Room and will incur an additional fee. The Customer shall agree directly with DCC any Services to be provided.

- 5.2. In consideration of the payment of the Charges by the Customer, DCC shall supply the Services to the Customer during the Hire Period, subject to any specific timings agreed in writing by the parties before the Hire Period.
- 5.3. In supplying the Services, DCC shall:
- perform the Services with reasonable care and skill;
  - use reasonable endeavours to perform the Services in accordance with the service description set out in Schedule 1; and
  - comply with all applicable laws, statutes, regulations and codes from time to time in force.
- 5.4. DCC shall have the right to make any changes to the Services which are necessary to comply with any applicable law, legal obligation or duty of DCC, or which do not materially affect the nature or quality of the Services, and DCC shall notify the Customer in any such event.
- 6. License and use of room(s)**
- 6.1. In consideration of the expenditure of the Credit Hours by the Customer and subject to clauses 12 and 13, DCC grants the Customer a right for the Hire Period to enter and use the Room(s) in accordance with the terms of this Contract. The Customer acknowledges that:
- the Customer shall have the right to enter and use the Room(s) as a licensee only and no relationship of a landlord and tenant is created between DCC and the Customer by this Contract; and
  - DCC retains control, possession and management of the Venue and the Customer has no right to exclude DCC from the Venue or any Room(s). DCC reserves the right to enter the Venue and Room(s) at all times during the Hire Period, including to supply the Services.
- 6.2. The amount of Credit Hours held by the Customer will be reduced by the number of hours comprising the Hire Period upon the Booking becoming a Confirmed Booking.
- 6.3. The Customer may only use Credit Hours for the hire of the Room where they have sufficient Credit Hours available for the entirety of the Hire Period. Credit Hours cannot be used for part only of the Hire Period.
- 6.4. The Customer agrees and undertakes:
- not to use the Room(s) other than for the Event;
  - to co-operate with DCC in all matters relating to the Services;
  - to provide DCC with such information and materials as DCC may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
  - to use all reasonable endeavours to avoid taking any action, or failing to take any action, which
  - may result in any breach of DCC's legal obligations as a public body; not to do or permit to be done anything in the Venue which is illegal, or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to DCC or to any other customers of DCC, or any owner or occupier of neighbouring property;
  - to comply (and ensure that its staff and agents comply) with the terms of this Contract and any instructions or notices from DCC, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
  - not to bring any electrical equipment into the Venue without it having been inspected and approved in advance by DCC and to ensure that any such electrical equipment has been subject to and approved by portable appliance testing;
  - on DCC's request, to permit DCC to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought into the Venue by guests during the Hire Period;
  - not to cause or permit or suffer to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
  - not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue or other Council property
  - to ensure that no more than the maximum number of guests as specified in the Booking Form attend the Event;
  - not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
- not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of DCC;
  - not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of DCC;
  - to use any equipment provided by DCC, as specified in the Booking Form, for its proper purpose and in accordance with any instructions provided by DCC regarding its use;
  - to ensure that all guests are advised of the fire evacuation procedures in force from time to time at the Venue;
  - to leave the Venue in a clean and tidy condition and to remove the Customer's decorations, displays and any other Customer equipment from the Venue at the end of the Hire Period;
  - to vacate the Venue (and ensure that all guests have vacated the Venue) by not later than the end of the Hire Period; and
  - not to bring or permit to be brought any animal into the Venue without the prior written consent of DCC, with the exception of assistance dogs within the meaning of the Equality Act 2010. The Customer will use its best endeavours to notify DCC in advance where it is aware that assistance animal will be brought into the Venue.
- 6.5. Car parking facilities are available for guests at Marble Hall only and must be booked in advance as part of the process set out in clause 3.1. Cars may not be left at the Venue overnight.
- 6.6. The Customer shall ensure that the guests behave in a responsible and safe manner at the Event, and DCC reserves the right to remove or request that the Customer remove guests that do not do so from the Event and the Venue.
- 6.7. If DCC's performance of any of its obligations under this Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- DCC shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays DCC's performance of any of its obligations;
  - DCC shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from DCC's failure or delay to perform any of its obligations as set out in this clause 4; and
  - the Customer shall reimburse DCC on written demand for any costs or losses sustained or incurred by DCC arising directly or indirectly from the Customer Default.
- 6.8. DCC do not provide catering services. Where catering services are required then the Customer must:
- Where there is an onsite Café at the Venue where the Room is located, obtain catering services from that Café (if available);
  - Where there is no onsite Café at the Venue where the Room located or where any such onsite Café is unable to provide the requested catering service, obtain catering services from a Café located within one of the other Venues (if available);
  - Only if no Cafés are able to provide the catering services will the Customer be permitted to employ the services of an external caterer.
- DCC shall in no circumstance be liable for any loss suffered or incurred by the Customer arising out of or in connection with the provision of any catering services.
- 7. Charges and payment**
- 7.1. The Customer shall pay the Charges (if any) in accordance with this clause 7.
- 7.2. The Customer shall pay the Charges:
- in advance, payment must be made and cleared prior to the beginning of the Hire Period;
  - electronically through the DCC e-store;
  - in full and in cleared funds; and
  - time for payment shall be of the essence of this Contract.
- 7.3. DCC may issue an additional payment request after the Hire Period for any further Charges due which were not included in the payment pursuant to clause 7.2. Such Charges may include those payable for any final alterations to the Services. Charges raised pursuant to this clause 7.3 shall be payable by the Customer in accordance with clause 7.4.
- 7.4. The Customer shall pay each additional payment request submitted by DCC:
- within 14 days of the date of the additional payment request;
  - electronically through the DCC e-store;
  - in full and in cleared funds; and
  - time for payment shall be of the essence of this Contract.
- 7.5. All amounts payable by the Customer under this Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under this Contract by DCC to the Customer, the Customer shall, when making any payment to DCC, pay to DCC such additional amounts in respect of VAT as are chargeable on the hire of the Room(s) and/or supply of the Services at the same time as payment is due for the hire of the Room(s) and/or supply of the Services.
- 7.6. Without limiting any other right or remedy of DCC, if the Customer fails to make any payment due to DCC under this Contract by the due date for payment (Due Date), DCC shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current Bank of England Base Rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 7.7. The Customer shall pay all amounts due under this Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against DCC in order to justify withholding payment of any such amount in whole or in part.
- 8. Intellectual property rights**
- 8.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by DCC.
- 8.2. The Customer acknowledges that, in respect of any Customer Intellectual Property Rights, Customer's use of any such Intellectual Property Rights is conditional on DCC obtaining a written licence from the relevant licensor on such terms as will entitle DCC to license such rights to the Customer.
- 9. Confidentiality and DCC's property**
- 9.1. The Customer shall keep in strict confidence all technical or commercial know-how which are of a confidential nature and have been disclosed to the Customer by DCC or its employees and any other confidential information concerning DCC's business or its products which the Customer may obtain.
- 9.2. The Customer acknowledges and agrees that DCC is subject to FOIA. DCC may therefore disclose information forming part of this Contract or information it holds about the Customer to anyone who makes a request for information under the provisions of the FOIA but subject to the provisions of clause 9.3.
- 9.3. Promptly upon receipt of a request received by a party for the disclosure of any information in respect of this Contract relating to the other party, the receiving party shall notify the other party in writing giving them five (5) Working Days in which to respond. If there is any information which either party believes is subject to an exemption under the provisions of the FOIA then they should make this clear at the earliest opportunity and within the aforementioned five (5) Working Days and the receiving party will take this into consideration in dealing with a request for information and where this is consistent with that party's duties under the FOIA.
- 9.4. This clause 9 shall survive termination of this Contract.
- 10. Limitation of liability**
- 10.1. This clause 10 sets out the entire financial liability of DCC (including any liability for the acts or omissions of its employees) to the Customer in respect of:
- any breach of this Contract however arising;
  - any use made by the Customer of the Room(s) and/or Services; and
  - any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

10.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

10.3. Nothing in this Contract shall limit or exclude the liability of DCC:

- a. for death or personal injury resulting from negligence, or the negligence of its employees, agents or subcontractors; or
- b. for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by DCC; or
- c. for any other types of loss which cannot be lawfully excluded

10.4. Subject to clause 10.2 and clause 10.3:

- a. DCC shall not under any circumstances whatsoever be liable for:
  - i. damage or theft of any property of the Customer or that of the Customer's employees, contractors or other guests of invitees to the Venue, except to the extent that such damage or theft arises from the negligence of DCC; or
  - ii. any loss which may arise in respect of internet services not being available to the Room or at the Venue; or
  - iii. loss of profits; or
  - iv. loss of business; or
  - v. depletion of goodwill and/or similar losses; or
  - vi. loss of anticipated savings; or
  - vii. loss of goods; or
  - viii. loss of contract; or
  - ix. loss of use; or
  - x. loss of corruption of data or information; or
  - xi. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- b. DCC's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall in all circumstances be limited to the value of the Bundle.

10.5. The parties agree and acknowledge that the Customer shall be liable for any damage to the Venue arising out of or in connection with its hire of the Room(s) (fair wear and tear excepted) and DCC reserves the right to charge the Customer for the value of the cost of repairing and/or replacing any aspect of the Venue which was so damaged by the Customer or any of the Customer's guests, which shall be payable in accordance with clause 7.4.

10.6. This clause 10 shall survive termination of this Contract.

## 11. Indemnity

11.1. Without prejudice to any rights or remedies of the Council, the Supplier shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Council as a result of or in connection with:

- a. any claim made against the Council for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Event;
- b. any claim made against the Council for death, personal injury or damage to property arising out of or in connection with the Event, except where such claims are attributable to the acts or omissions of the Council, its employees, agents or subcontractors;
- c. the death of, or injury to, the Customer or that of the Customer's employees, contractors or any other guests or invitees to the Venue except where such deaths or injuries are attributable to the acts or omissions of the Council, its employees, agents or subcontractors

11.2. Nothing in the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

11.3. This clause 11 shall survive termination or expiry of the Contract.

## 12. Cancellation

12.1. The Customer may cancel its Booking at any time via email to [meetingrooms@connectderby.co.uk](mailto:meetingrooms@connectderby.co.uk)

12.2. The parties agree and acknowledge that the Customer's cancellation of a Booking shall not be effective until accepted in writing by DCC.

12.3. If the Contract is cancelled under this clause 12, the Credit Hours expended to book the room shall not be refunded and the total number of Credit Hours available to the Customer shall still be reduced in accordance with clause 6.2.

12.4. Notwithstanding clause 12.3, DCC reserves the right to invoice the Customer for the value of any costs or charges DCC incurs with respect to the Customer's Booking.

## 13. Termination

13.1. Without limiting its other rights or remedies, each party may terminate this Contract with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of this Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
- b. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- c. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- d. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- e. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- f. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- g. a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- h. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- i. either Party or any employee of either Party is found guilty of any offence under the Bribery Act 2010.

13.2. Without limiting its other rights or remedies, DCC may terminate this Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment as set out in these Conditions.

13.3. Without limiting its other rights or remedies, each party shall have the right to terminate this Contract by giving the other party not less than 14 Working Days' notice in writing.

13.4. Without limiting its other rights or remedies, DCC shall have the right to suspend provision of the Services under this Contract or any other contract between the Customer and DCC if the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(h), or DCC reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

## 14. Consequences of termination

14.1. On termination of this Contract for any reason:

- a. the Customer shall immediately pay to DCC all of DCC's outstanding unpaid Charges and interest and, in respect of Services supplied but for which no payment request has been submitted, DCC shall submit a payment, which shall be payable by the Customer (in accordance with the provisions of clause 7.4) immediately on receipt;
- b. the accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry; and
- c. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 15. Dispute resolution procedure

15.1. If a dispute arises out of or in connection with this Contract or the performance, validity, or enforceability of it (Dispute) then, except as expressly provided in this Contract, the parties shall follow the dispute resolution procedure set out in this clause:

- a. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documentation. On service of the Dispute Notice, the Contract Manager and the Customer Lead shall attempt in good faith to resolve the Dispute;

if the Contract Manager and Customer Lead are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the Dispute shall be referred to the Head of Connect Derby within DCC and the Customer Lead (or its representative) who shall attempt in good faith to resolve it; and

- b. if the Head of Connect Derby within DCC and the Customer Lead (or its representative) are for any reason unable to resolve the Dispute within 21 working days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.

## 16. General

16.1. Force majeure:

- a. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of DCC including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of DCC or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic or pandemic, lockdown, damage to the Venue or default of contractors or subcontractors.
- b. DCC shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- c. If the Force Majeure Event prevents DCC from hiring the Room(s) and/or providing any of the Services as stated in a Booking, DCC shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

16.2. Notices:

- a. Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier to the other party's registered office address (if a registered company) or its principle place of business (if not) or by email to the email address nominated to the other party in writing.
- b. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred



to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting, or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or, if sent by email, at the time of transmission (provided that where an automated out of office is received by the sending party the notice shall not be deemed to have been delivered).

- c. This clause 16.2 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

16.3. Waiver:

- a. A waiver of any right under this Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or

partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- b. Unless specifically provided otherwise, rights arising under this Contract are cumulative and do not exclude rights provided by law.

16.4. Severance:

- a. If a court or any other competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.
- b. If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16.5. Compliance with DP Laws: Both the Customer and DCC will duly observe all their obligations under the DP Laws which arise in connection with the Contract.

16.6. No partnership: Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

16.7. Third parties: A person who is not a party to this Contract shall not have any rights under or in connection with it.

16.8. Variation: Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.9. Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**SCHEDULE 1 - SERVICES**

- 1 Business services (including but not limited to photocopying, printing, scanning, stapling and/or laminating)
- 2 Provision of stationery
- 3 Provision of flipcharts
- 4 Provision of additional AV screens, cables
- 5 Early morning or late evening opening and closing support

**SCHEDULE 2 - VENUES**

**Friar Gate Studios**

Ford Street, Derby, DE1 1EE  
01332 258300

**Riverside Chamber**

Full Street, Derby, DE1 3AF  
01332 742700

**Sadler Bridge Studios**

Bold Lane, Derby, DE1 3NT  
01332 742500

**Kings Chambers**

34 Queen Street, Derby, DE1 3DS  
01332 417950

**Marble Hall**

80 Nightingale Road, Derby, DE24 8BF  
01332 742600

**SCHEDULE 3 - BUNDLE**

Package	Price	Credit Hours	Credit Hours Validity Period
Bronze	TBC at point of order	1	20 Working days
Silver	TBC at point of order	5	40 Working days
Gold	TBC at point of order	10	60 Working days

