

# The Barracks

STIRLING

# The Barracks Conference Centre - **Facilities** **Bookings**

Booking Form  
& Terms & Conditions  
November 2024



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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, any change to the number of attendees (including any additional attendees where section 9.3 applies) and/or any other service provision requested by you and provided by us after submission of the Booking Form in relation to the Event and/or any adjustment to the Charges where and to the extent the information you provide on the booking form is inaccurate, false and/or misleading;

**"Booked Area"** means the rooms and space at The Barracks Conference Centre for the Event and confirmed 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);

**"Booking Request"** means the electronic form submitted by you through our website, or the request made by you verbally to us or our Venue Manager by telephone or in person, or through email;

**"Charge"** means the charges levied by us for the Event such charges being calculated by reference to the rates as shown on our website, or as confirmed to you by the Venue Manager (all rates being exclusive of VAT) and the number of attendees included in the Booking Form and as may be adjusted and/or amended by us pursuant to section 9 and/or section 13.1 of the Terms and Conditions;

**"Event"** means the event to held at the Booked Area;

**"Organiser"** means the person named as the point of contact on the Booking Request;

**"Venue Manager"** is the person nominated by us to manage The Barracks Conference Centre from time to time;

**"Working Day"** means a day other than Saturday, Sunday or a day which is a public holiday in Stirling;

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 (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](mailto: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. In certain circumstances we will allocate a specific room and package to you (see section 2.3).

### 2. Provisional Bookings

- 2.1 Provisional bookings can be made (at our discretion) by making a Booking Request.
- 2.2 We will only hold a provisional booking for a period of 10 Working Days after the date of receipt of the Booking Request. If, prior to expiry of this period we have not received a completed Booking Form and payment of the Deposit and we have not confirmed your booking (all as described in section 3.1), the provisional booking will be cancelled by us without any liability to you and we may accept a booking from an alternative party in place of your provisional booking.
- 2.3 If a provisional booking is made for a full day with at least 50 guests, we reserve the right to require such booking is made on the basis of the “Daily Delegate Package” (as set out on our rates webpage on our website).

### 3. Confirmation of Bookings

- 3.1 Your booking will be a confirmed booking when:
  - 3.1.1 we receive a completed Booking Form in accordance with section 3.2;
  - 3.1.2 payment of the Deposit by you in accordance with section 11 (where applicable); and
  - 3.1.3 we have notified you that we have agreed and confirmed the booking.
- 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 details of any funding received by you or pledged to you by us since October 2020 (if any);
  - 3.2.4 details of any bookings you have made for the venue where the booking is for an event in the 12 months preceding the date of this booking and for which you have not been charged;

- 3.2.5 full address including postcode;
- 3.2.6 estimated number of attendees (we cannot confirm a booking without this);
- 3.2.7 details of the Event;
- 3.2.8 lunch and refreshment requirements, including the times for servings;
- 3.2.9 preferred conference room set-up style for your Event;
- 3.2.10 IT equipment requirements;
- 3.2.11 any additional request and.
- 3.2.12 address to which invoices are to be sent.

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

- 3.3 Submission of a completed Booking Form by you is deemed to be acceptance of these Terms and Conditions. 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 opens at 8.30am and closes at 5.00pm on Working Days.
- 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 Working 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 All servings of tea and coffee and lunch will be laid out 15 minutes before the serving time agreed in the Booking Form.

- 6.2 We will agree where the food will be served at the time of confirmation of your booking.
- 6.3 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.
- 6.4 We do not accept any responsibility for food and/or drink provided by us taken off site for consumption.
- 6.5 Only food and drink purchased on site may be consumed within the Barracks Conference Centre.
- 6.6 Hospitality will be cleared away by the catering staff immediately after your interval/break has finished.
- 6.7 You shall ensure that all spillages are reported immediately to either the Venue Manager or reception staff.
- 6.8 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 Notwithstanding section 9.2, if within 30 Working Days of the Event you reduce the number of anticipated attendees at your Event by 30% or more of the number set out in your Booking Form, we reserve the right to retain the Deposit and you will be liable to pay us Charges based on the attendee number set out in the Booking Form. This policy is in place due to the advance preparations and resource allocations



required to ensure a successful event and you acknowledge that reductions in attendees impact our ability to plan and operate The Barracks Conference Centre.

- 9.2 Not later than 10 Working Days prior to the Event, you must confirm to us the final number of attendees that you anticipate will attend the Event. This does not apply if the booking is for a simple meeting, rather than an Event.
- 9.3 If you do not provide the confirmation required in accordance with section 9.2, the attendee numbers set out in your Booking Form will be used as the basis for calculating Charges and your final invoice and will be subject to our cancellation policy as detailed in sections 16 and 17.
- 9.4 If the actual number of attendees at the Event exceeds:
- 9.4.1 the attendee number which you confirmed to us pursuant to section 9.2; or
  - 9.4.2 where no confirmation is provided, the number of attendees set out in the Booking Form,
- you will be liable to pay Additional Costs in accordance with section 11.

## **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 attendee numbers calculated in accordance with section 9. 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 You agree to pay the Charge and all Additional Costs.
- 11.2 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 in order for your booking to be confirmed subject to and in accordance with section 3 above (the **"Deposit"**).
- 11.3 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.
- 11.4 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 We may charge and you will be liable for interest on amounts which remain unpaid by you under this Contract 7 days after the Due Date. Interest will accrue 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 section 12.1, 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. Adjust and/or amend charges**

- 13.1 We reserve the right to adjust and/or amend charges if any information provided by you is inaccurate, false and/or misleading.

### **14. Right of entry**

- 14.1 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.

### **15. Meeting Room and Facilities**

- 15.1 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

### **16. Cancellations**

- 16.1 If you 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).
- 16.2 We reserve the right to cancel the Event at any time on notice to you and without liability to you if:
- 16.2.1 you commit a material breach of any of your obligations under this Contract; or
  - 16.2.2 you become unable to pay your debts as they fall due or enter into liquidation, insolvency, administration or bankruptcy (or any equivalent proceedings); or
  - 16.2.3 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
  - 16.2.4 in the event of circumstances beyond our reasonable control resulting in us being unable to provide services under this Contract; or
  - 16.2.5 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.

### **17. Cancellation fee**

- 17.1 If you cancel the Event or if we cancel the event where section 16.2.1 and/or section 16.2.5 apply, we reserve the right to charge the following cancellation fees (less any Deposit already paid by you, which will be retained by us):
- 17.1.1 for cancellations made 11 or more Working Days 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

- 17.1.2 for cancellations made 10 Working Days or less 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

### **18. Conditions for use of The Barracks Conference Centre**

18.1 You represent, warrant, and undertake:

- 18.1.1 not to use the Booked Area other than for the purposes of the Event and the purpose disclosed to us on the Booking Form;
- 18.1.2 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;
- 18.1.3 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;
- 18.1.4 to comply with any reasonable instructions and/or directions given by us;
- 18.1.5 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;
- 18.1.6 to permit us to search all containers, bags, boxes and equipment coming into or leaving the Booking Area;
- 18.1.7 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;
- 18.1.8 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; and
- 18.1.9 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.

### **19. Restrictions on activities allowed**

- 19.1 You will ensure that all activities undertaken by you, or on your behalf, or permitted by you and your attendees during or in connection with the Event and/or whilst in attendance at The Barracks Conference Centre 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.

19.2 What constitutes an appropriate activity is determined at the sole discretion of the Venue Manager and their staff.

19.3 If you wish to clarify any of the above, you must discuss with the Venue Manager in advance of your booking being confirmed.

## **20. Damage**

20.1 You are responsible for all allocated meeting rooms within the Booked Area during the Booking Period. Any damage to the Booked Area or its 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.

20.2 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, redecoration or repair required at the end of your Event if the Booked Area requires additional cleaning, redecoration and/or repair.

## **21. Age limits**

21.1 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.

21.2 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**

### **22. Liability**

22.1 So far as is permitted by law, we limit and exclude our liability under this Contract as set out in this section 22.

22.2 Subject to section 22.6, we shall not be liable for:

22.2.1 the death or, or injury to, you or your employees, agents, contractors, or any other attendees at the Event;

22.2.2 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

22.2.3 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.

- 22.3 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:
- 22.3.1 obtains and maintains appropriate insurance commensurate with the risks involved;
  - 22.3.2 has obtained and complies with all appropriate method statements, risk assessments and any necessary licenses for the staging of the Event; and
  - 22.3.3 demonstrates all necessary competency skills required to manage the Event, in compliance with relevant health and safety laws.
- 22.4 Subject to section 22.6 below, our liability, whether in contract, delict, 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.
- 22.5 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.
- 22.6 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.

## **23. Insurance and indemnities**

- 23.1 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 you take out and maintain public liability insurance and employers liability insurance 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 the Event and any activities that you are responsible for and/or any equipment you use during the Event.
- 23.2 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:
- 23.2.1 any breach of any applicable law by you or your employees, contractors, agents, or attendees;
  - 23.2.2 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;
  - 23.2.3 any loss or damage caused as a result of your use of equipment brought into The Barracks Conference Centre; and

- 23.2.4 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

### **24. Health and Safety**

- 24.1 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](http://www.thebarracksstirling.org.uk) for seating capacities).
- 24.2 You shall ensure that all fire exits and fire related equipment within the Booked Area are always kept clear and unobstructed during your Event.
- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 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 has undertaken fire safety and health and safety training appropriate to the Event prior 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.
- 24.7 In the case of a fire or building evacuation, the Organiser or person referred to in section 24.5 is responsible for the safe evacuation of all attendees at the Event from The Barracks Conference Centre to the appropriate assembly point.
- 24.8 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 person referred to in section 24.6 signs an agreement to accept and adhere to our fire safety and health and safety procedures prior to the start of the Event.

### **25. Statutory Legislation**

- 25.1 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 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.

## **26. Data Protection**

- 26.1 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.
- 26.2 Notwithstanding section 26.1, 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.
- 26.3 For the purposes of this section 26:
- "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

### **27. General**

- 27.1 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.
- 27.2 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.
- 27.3 All bookings are subject to these Terms and Conditions which may not be varied without our written agreement.
- 27.4 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.
- 27.5 Occupation or use of The Barracks Conference Centre by you or your employees, contractors, agents, and 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.
- 27.6 You warrant that you have full power and authority to enter into and perform this Contract.

- 27.7 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.
- 27.8 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 in the case of a notice being sent by us to you to the 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 of delivery.
- 27.9 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.
- 27.10 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.
- 27.11 This Contract and any non-contractual rights or obligations arising under or in connection with it are governed by Scots law and you irrevocably submit to the exclusive jurisdiction of the Scottish courts to settle any disputes which may arise under or in connection with this Contract.