

Terms and Conditions

All bookings made by persons in respect of rooms at The Honourable Society of the Inner Temple are accepted by the Honourable Society of the Inner Temple upon the following terms and conditions, which shall form the contract between the Inner Temple and the Hirer.

1 **Definitions**

1.1 In these terms and conditions:

"Inner Temple" means the Honourable Society of the Inner Temple.

"Room" refers to the Hall, Bench Apartments (being Parliament Chamber, Drawing Room, and Luncheon Room), Fourth Floor Meeting/Training Rooms, Third Floor Lecture Theatre, Pegasus Bar and Terrace.

"Catering Department" means the Catering Department of the Inner Temple.

"Management" means the Management Team of the Catering Department.

"Client" means the person in contact with the Management Team.

"Hirer" means any person or persons, named in a room hire booking invoiced by the Inner Temple.

"Garden" means the Gardens of the Inner Temple.

Where the hire relates to or includes the Garden or part thereof, "Room" shall include the Garden.

2 Use of the Rooms

2.1 Use of any Room is by permission of the Masters of the Bench of the Inner Temple who reserve the right to refuse any booking or admission at their discretion.

3 Room Bookings

- 3.1 A Room may be provisionally reserved with the Catering Department. The booking shall not be considered confirmed and may be released at any time upon notice by the Management until, upon written confirmation by the client of the intention to confirm the booking, the Inner Temple receives the initial deposit (venue hire paid in full) and a signed copy of the contract. Both the signed contract and deposit payment must be returned to the Catering Department within 7 days of receipt by the client.
- 3.2 The Catering Department will inform the Client if another person/company wishes to place a confirmed booking for the venue on the same event date. The Client will have 24 hours from notification to return signed contract together with the required deposit. Failure to do so will result in the provisional booking being cancelled and the services offered to the other person/company.
- 3.3 Bookings will not be confirmed if you have any outstanding and overdue debts or if there are any other queries over your credit status.

- 3.4 The Hirer shall remit to the Inner Temple a second deposit pre-payment of 100% of the contracted food and beverage charges three calendar months prior to the event. Should the event be scheduled within three months of the contract return date, the Inner Temple will then request that the Hirer pay the full 100% of the contracted food and beverage charges one calendar month prior to the event.
- 3.5 Inner Temple will invoice to the Hirer on conclusion any outstanding food and beverage contracted charges plus any extras that may have been incurred by the client during the event. Inner Temple requires for the Hirer to have settled these costs no later than 14 days after the event date. If the event is confirmed and takes place with less than one month's notice the Inner Temple reserves the right to request 100% of all charges in advance of the event.
- 3.6 Where two or more persons (including an agent) are named in a Room hire booking invoiced by the Inner Temple they shall be jointly and severally liable under these terms and conditions.
- 3.7 If you are booking an event at Inner Temple on behalf of a third party, you must disclose to the Catering Department prior to entering into a contract with us the name and other reasonable identification details of the client that you are booking on behalf of. If you are entering into a contract with us on behalf of your client, you hereby confirm, warrant and represent that you have the approval and the necessary authority of your client to enter into the booking on their behalf and to bind your client to the terms and conditions of the contract. At any time prior to the event, we shall be entitled to require and you agree to procure from your client a letter of credit indemnity if we consider, at our discretion, that your creditworthiness is inadequate in respect of your obligations pursuant to the contract.
- 3.8 Where the Hirer has booked exclusive use of the first-floor rooms, this does not include use of the Garden or any marquee. Hire of the Garden with or without a marquee attracts an additional charge and additional terms and conditions of hire shall apply.
- 3.9 You must not use Inner Temple or any part of its grounds for activities which in Inner Temple's reasonable opinion, are dangerous, offensive, breach health and safety rules or which may cause a nuisance to Inner Temple or any neighbouring residents.
- 3.10 By signing this contract, you the Hirer agree to abide by our rules and guidelines.
- 3.11 If you request us to copy and we provide you copies of any material that you supply to us, you warrant and covenant to us you have all appropriate legal rights and permissions (for example copyright licences) to ensure that our creating and supplying you with such copies is lawful. You will indemnify and keep us indemnified to the extent that you breach your obligations under this clause. We reserve the right to charge for any copies we provide to you.
- 3.12 Advertised facilities and the information quoted in marketing materials regarding the Venue may be subject to change at any time.

3.13 If you have any questions, please get in touch with the Catering Department. You can contact us by telephone on 020 7797 8230 or email us at <u>catering@innertemple.org.uk</u>.

4 Use of Premises

- 4.1 You shall have access to the Room between the access time and the finish time stated on the booking sheet. If you require access before the access time stated on the booking sheet, then you must give the Management prior written notice. The Management may agree to such access at its sole discretion. If it does agree to it, any additional room hire, business services, equipment hire and other charges will be payable equivalent to half/full day or evening hire.
- 4.2 The event must end and the room be cleared no later than the finish time as stated in the booking sheet. Should your event continue after the finish time any additional room hire, business services, equipment hire and other charges will be payable at the appropriate rate, pro rata, hourly or parts thereof. Should your event continue after the finish time, the Management shall make every endeavour to accommodate your wishes. However, should the Management request you to vacate the premises, for example, in the event of requiring the room for a subsequent Hirer, you shall immediately comply.
- 4.3 It is your responsibility to check that the timings on the booking sheet correspond with your requirements. It is your responsibility to ensure the maximum notified capacity of each room is not exceeded at any time.

5 Audio Visual and Electrical Requirements

- 5.1 Access to the Wi-Fi service provided at the venue may be affected (including suspended and/or terminated) by a number of factors including acceptable and lawful use of the Wi-Fi service. You remain responsible for the use (including misuse and abuse) of the Wi-Fi service by your officers, employees, agents, sub-contractors, attendees, visitors, invitees, guests and/or anyone accessing the Wi-Fi service through them.
- 5.2 You remain responsible for the use of audio visual and any other IT equipment provided at the venue. Use of the IT Equipment shall at all times remain subject to compliance with any guidelines, instructions, safety and security procedures applicable to the use of such IT Equipment.
- 5.3 The Hirer must indicate their AV requirements and state whether a technician is required to be in attendance to provide any service necessary N.B additional charges may be applied.
- 5.4 There will be an AV technician onsite during standard working hours. Please see our AV sheet for more information.
- 5.5 Alterations or additions to AV include lighting must also be notified to and discussed in advance with the Inner Temple's AV Team Audio visual equipment may be hired through the Catering Department with a minimum of one week's notice required and charges relating to this hire will be additionally invoiced. All external equipment must be PAT tested, with visible proof.

6 **COVID-19 including Cancellation by Inner Temple**

- 6.6 Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement.
- 6.7 The Hirer acknowledges that COVID-19 may require us to take one or more of the following measures for the safety of our staff and the safety of delegates attending the event to which this booking relates:
 - 6.7.1 Impose maximum delegate numbers at the event.
 - 6.7.2 Limit food or drink availability and amend the style in which it is served.
 - 6.7.3 Impose specific requirements regarding personal protective equipment such as the wearing of masks.
 - 6.7.4 Restrict the numbers of overnight stays if applicable; and/or limit any planned entertainment for your event.
 - 6.7.5 Designate alternative entrance and exit routes. In some circumstances we might consider revising your booking fee.
 - 6.7.6 Taking into account the most recent government advice, the Room(s) layout may be required to be adjusted.
- 6.8 If we are obliged due to specific Government restrictions, to close our venue, we may offer you an alternative date for the event but if that cannot be agreed the booking will be deemed cancelled and your deposit will be returned in full with no further payment required. If you are unable to provide the agreed delegate numbers because of infections or travel restrictions, then we will offer you either a proportionate reduced fee for the event or agree to cancel the booking and return your deposit and any additional sums already paid. If delegate numbers decrease below 70% of the contracted number (notified by the organiser in writing a minimum of 14 working days prior to event), we reserve the right to cancel the event.

7 Cancellation by Inner Temple in non COVID-19 times

- 7.1 The Inner Temple reserves the right to cancel the booking forthwith and without any liability on its part in the event of the Hirer failing to perform any of the obligations contained within these terms and conditions.
- 7.2 If for any reason beyond its control, but not limited to strike, labour dispute, accident, act of war, act of God, death of a monarch, fire, flood or other emergency condition, the Inner Temple is unable to perform its obligations in connection with any booking, such non-performance is excused and the Inner Temple may terminate this contract without further liability of any nature, upon reimbursement of any sums paid by the Hirer. In no event, shall the Inner Temple be liable for consequential damages of any nature for any reason whatsoever.
- 7.3 Due to the age of its buildings, the Inner Temple reserves the right to cancel a booking at any given time in the event of immediate unforeseen repairs being necessary. Every possible opportunity will be taken to find an alternate venue for the event or to advise the Hirer in sufficient time, although this may not always be possible. The Inner Temple will reimburse the Hirer any sums paid but will not be responsible for any consequential or other loss incurred by the Hirer.

8 **Cancellation by the Hirer**

- 8.1 The Hirer may cancel a Room hire booking by giving notice in writing. In the event that the Hirer cancels a Room hire booking, the Inner Temple reserves the right to impose cancellation charges (calculated as an estimate of the Inner Temple's losses, particularly in the event that it is unable to obtain an alternative booking) as follows:
 - 8.1.1 Once the contract is signed, 100% of the room hire deposit is non-refundable.
 - 8.1.2 Between 61-90 days prior to the commencing of the event, the cancellation fee will be 100% of the Room hire and 25% of the estimated food and beverage revenue.
 - 8.1.3 Between 31-60 days prior to the commencing of the event, the cancellation fee will be 100% of the Room hire and 50% of the estimated food and beverage revenue.
 - 8.1.4 Between 8- 30 days prior to the commencing of the event, the cancellation fee will be 100% of the Room hire and 75% of the estimated food and beverage revenue.
 - 8.1.5 From 0 7 days prior to the commencing of the event, the cancellation fee will be 100% of the Room hire and 100% of the estimated food and beverage revenue.
- 8.2 In addition, cancellation fees charged to the Inner Temple in respect of subcontracted bookings, e.g., musicians, lighting, floristry, furniture, etc., made on behalf of a Hirer in connection with the event, will be payable in full by the Hirer. The Inner Temple shall make all reasonable endeavours to draw the Hirer's attention to a sub-contractor's terms and conditions.
- 8.3 The Hirer is in breach of this contract if:
 - 8.3.1 The Hirer fails to pay to the Inner Temple any sum of money payable to the Inner Temple on the due date.
 - 8.3.2 The event is presented or conducted by the Hirer other than in the accordance with the event content approved by the Management Team.

9 Termination

9.1 Any booking; provisional or confirmed may be terminated at the Management's sole discretion if it appears that the booking may bring bad publicity or disrepute on the supplier and/or Inner Temple, or contravene any policy, including Equality and Diversity or similar policy. We reserve the right to cancel your booking with immediate effect and without liability if at the sole discretion of Inner Temple it appears: (a) the event is of a different nature to that confirmed by you; (b) the event may be illegal; (c) the event may bring bad publicity or disrepute upon Inner Temple; (d) it is possible that you may not be able to honour your obligations under the contract; (e) the number of attendees may exceed published capacity figures and it is not possible to reorganise the booking within Inner Temple's premises; (f) the number of attendees falls below the minimum capacity figures and it is not possible to reorganise the booking within Inner Temple's premises; (g) you breach any of the conditions of these conditions of booking.

10 **Deposits**

10.1 Hirer inside the UK: To confirm the booking the Hirer with an account inside the UK will pay 100% of the room hire and equipment and 50% of the anticipated catering spend, subject to a credit check. The Hirer will pay all additional charges

(over and above the anticipated catering spend/total account) after the event date and will be payable within 14 days from the date of the invoice. The Catering Department reserves the right to request a full deposit or vary the terms at its discretion.

10.2 Hirer outside the UK: To confirm the booking the Hirer with an account outside the UK will be required to pay 100% of the room hire and equipment and 100% of the anticipated catering spend. For a Hirer with an account outside the UK any additional charges will be payable before the event. All deposits to be in cleared funds at least 5 days before the event, or the Catering Department reserves the right to cancel the event. The Catering Department reserves the right to request a full deposit or vary the terms at its discretion.

11 Payment

- 11.1 The Hirer must pay the charges set out in the contract by the due date specified by the Management and Inner Temple must receive the charges in cleared funds into its bank account in English Pound Sterling.
- 11.2 Our bank account details for payment are as follows:
 Address: Royal Bank of Scotland, Drummond House, 1 Redheughs Avenue, Edinburgh, EH12 9JN
 Account Name: Inner Temple General Account
 Account Number: 10135501
 Sort Code: 160032
 BIC: RBOS GB2L
 IBAN: GB68 RBOS1600 3210 1355 01

We accept payment by credit/debit card (excluding AmEx) or by bank transfer.

11.3 Any queries concerning charges must be made by the Client in writing within 5 working days from the date of the invoice.

12 Catering

- 12.1 The Catering Department will undertake all catering unless prior written permission has been granted for the use of an alternative caterer. Permission will be subject to:
 - 12.1.1 The payment of the appropriate fee.
 - 12.1.2 The chosen caterer passing The Inner Temple's audits.
 - 12.1.3 The caterer and Hirer agreeing to where applicable the Inner Temple Garden Terms and Conditions; Inner Temple Garden Dry Hire Terms and Conditions or Inner Temple Dry Hire which shall then be deemed to be incorporated into these Terms and Conditions.
- 12.2 In the event no catering is required, a minimum spend of £300 inclusive of VAT will be charged.
- 12.3 Any catering prices contained in detailed quotations prepared by the Management for the Client are guaranteed for 90 days. However, Food and Beverage may be adjusted at any time to reflect changes in taxation or inflation.
- 12.3 No wines, spirits beers or food may be brought into the venue without the express written consent of the Catering Department and an additional charge will be

payable by the Client. Health and Safety documents may need to be provided and our liquor licence must be observed.

12.4 All charges are quoted including VAT except where specified.

13 Garden and Outdoor events

13.1 If the event includes hire of the Garden or part thereof, the Inner Temple's Terms and Conditions relating to use of the Garden shall deemed to be incorporated.

14 Hours of use and labour

- 14.1 Hire charges cover a 4 hour booking which includes start and end time and access to the building except where no food is requested and then the event may only last a maximum of 3 hours.
- 14.2 Events, in any room outside of their contracted hours will be subject to an additional charge of £550 per half hour.
- 14.3 Where service of the meal at dinners extends beyond 9.30pm additional labour costs will be incurred.
- 14.4 Any event booked and contracted to finish after 11pm will incur a £550 per half hour charge, until the building has been vacated. If an event starts before 8am, the same charge will apply.
- 14.5 The provision of an attended cloakroom is included in the hire charge for all rooms on the first floor and 3rd floor only. Should you wish an attended cloakroom on the 4th floor or extra cloakroom staff an additional charge may apply.
- 14.6 Food and Beverage staff will be provided for service of food and beverage by the Catering Department. Should you require additional labour in the form of security or reception staff, an additional charge may apply.

15 **Other Points**

- 15.1 The Inner Temple reserves the right to levy a minimum charge for food and beverages on all bookings. If the minimum spend is not reached no part of the amount is transferable to other events or will be given as stock. Clients are advised to utilise the full minimum spend by adding additional food and beverage items in advance of their event. The Event Manager will be happy to advise on this.
- 15.2 Any charges required to be paid by the Inner Temple to third parties, e.g. equipment hire or live entertainment, as a result of any decision or cancellation by the Hirer shall be charged to and payable by the Hirer in full.
- 15.3 The nature of the event shall be notified to the Inner Temple at the time of booking.
- 15.4 The Hirer shall not sub-let the hired Room or any part thereof without written consent from the Inner Temple.
- 15.5 The provision of a pay bar facility is charged at \pm 500.00 inc VAT. If after the event the cash bar takings are less than \pm 500.00 inc VAT, the Hirer will be billed the differential.

- 15.6 Prices are subject to change.
- 15.7 The Hirer agrees to confirm to the Catering Department in writing, by post or email, the final numbers attending by no later than midday seven working days prior to the event. The number given at this time will be the number invoiced for unless numbers increase. If numbers are not notified by this time the Inner Temple reserves the right to charge the original estimate of numbers attending, or the actual numbers attending, whichever is the higher. Please note, your maximum numbers cannot exceed the maximum capacity of the room(s) you have booked. Final invoice payment must be received by the Inner Temple 14 working days from the date of the invoice.
- 15.8 In the event of late or part payment of any invoiced charges, the Inner Temple reserves the right to charge interest, on a daily basis from the due date of each and every invoice, at 4% above the base lending rate from time to time of the Inner Temple's bankers, presently Royal Bank of Scotland.
- 15.9 The Inner Temple cannot be held responsible for the effects of filming in neighbouring properties or noise from external sources.
- 15.10 Any goods and items at the venue during or after the event date are left at the owner's risk and neither the supplier nor Inner Temple will be held liable for any loss or damage to such goods or items. Any goods or items left at the venue will need to be collected by the Client within 2 working days of the event date. Failure to collect the goods or items will result in said goods or items being destroyed.
- 15.11 The Hirer shall not display any notices, signs, or other devices or leave any brochures or other literature on or about the Inner Temple's premises without Inner Temple's prior consent.
- 15.12 The Hirer shall leave the room in a fit and reasonable state.

16 Insurance

- 16.1 The Hirer must effect and maintain Public Liability Insurance, with a minimum indemnity of:
 £10,000,000 for events of 251 guests or more;
 £5,000,000 for events of 80 250 guests;
 £1,000,000 for events of 79 guests or fewer.
- 16.2 Such insurance must indemnify the Hirer and the Hirer's contractors against any claims, costs, proceedings, charges and expenses incurred, as a result of actions of the Hirer, its employees, guests and / or contractors, in respect of any injury to any person and of any loss of or damage to property, which occurs while the Hirer, its employees, guests or contractors, are on or about the premises of the Inner Temple. The Hirer shall produce to the Inner Temple the policy of insurance together with evidence of the payment of the current premium prior to their event.
- 16.3 The level of Public Liability Insurance is at the Inn's discretion and the Inner Temple reserves the right to increase the required minimum level, as set out above, where it considers that any equipment to be used by the Hirer or the Hirer's contractors carries unusually high risks.

17 Bribery Act

- 17.1 The Supplier and the Client agree that they shall:
 - 17.1.1 comply with all applicable laws, regulations and codes relating to antibribery and including but not limited to the Bribery Act 2010:
 - 17.1.2 Maintain in place policies and procedures, including but not limited to.
 - 17.1.3 Adequate procedures under the Bribery Act 2010, to ensure compliance with anti-bribery and anti-corruption and will enforce them where appropriate.
 - 17.1.4 Promptly report to the other any request or demand for any undue financial or other of any kind it receives in connection with the performance of these terms and conditions.
- 17.2 For the Inner Temples Anti Bribery Act please visit <u>https://www.innertemple.org.uk/who-we-are/how-we-operate/policy-statements/anti-bribery/</u>.

18 Modern Slavery

18.1 In the provision of services to the Hirer pursuant to these terms and conditions, Inner Temple shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including the Modern Slavery Act 2015.

19 Inner Temple's Property

- 19.1 The Hirer shall take all reasonable precautions to ensure that no damage occurs to the property of the Inner Temple or its employees. In the event of any damage occurring, the Inner Temple reserves the right to render the Hirer liable for the replacement or repair of any or all the property damaged.
- 19.2 The use of Inner Temple furniture is included in the room hire charge. However, should you have specific requirements we are happy to quote.
- 19.3 In the event of any members of staff of the Inner Temple being injured by the Hirer or anyone attending the event, the Hirer shall be liable for any claims arising therein.
- 19.4 The Hirer shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the buildings or Garden by means of nails, screws, drawing pins, Blu Tack or any other means unless agreed in writing with the Management Team prior to the event.
- 19.5 Dancing is allowed on Inner Temple's premises only subject to an approved protective flooring being in place.

20 **Contractors Equipment**

- 20.1 The Inner Temple accepts no responsibility for any equipment, provided by, for, or on behalf of the Hirer, left unattended prior to, during or after the event.
- 20.2 If the Hirer wishes to book its own contractors then the following criteria must be met, 4 weeks before the start of the event: Risk Assessment by the contractor;

method Statement to be provided by the contractor; band Requirements; all electrical items to be PAT tested with visible proof; all contractors will be required to make a site visit before working on site.

- 20.3 Use of the lift facilities is only permitted with prior consent and protection to the flooring and walls. Our Code of Practice must be signed and a site visit must be conducted prior to the event. All contractors must clear the site of all their equipment at the end of the event, in the time agreed with the Event Manager prior to the event.
- 20.4 It is the responsibility of the Hirer to ensure third parties are insured and all equipment is removed within 1 hour of the event finishing or additional hire charges will be levied
- 20.5 Inner Temple reserves the right to increase the required level of Public Liability Insurance, as set out in section 16 where it considers that any equipment to be used by the Hirer or the Hirer's contractors carries unusually high risks.

21 Insurance of property of Hirer and Hirer's guests

21.1 The Hirer acknowledges that any such objects, equipment, furniture, stock, or other property of any sort will remain under the control and care of the Hirer and/or their guests and the Hirer is in the best position to insure such property and accordingly it reasonable for the Inner Temple to exclude liability for such property to the extent excluded thereby.

22 Conduct

- 22.1 The Hirer shall ensure that the event is conducted in an orderly fashion without causing a nuisance and in full compliance with the directives and requirements of the Management Team and with all applicable laws ordinances and regulations.
- 22.2 You shall not hold press conferences or make television or radio recordings on our premises without prior written approval from the Catering Department and/or Inner Temple's Press Office. You shall not use any public area of the premises for registration of guests, distribution or display of promotional material or for display of company signs or notices without prior written approval. You shall not show films, videos or perform plays without the prior written approval from the Catering Department and/or Inner Temple's Press Office.

23 **Right to Exclude or Eject Persons**

- 23.1 Inner Temple reserves the right to exclude or eject, as it thinks fit and reasonable, any persons from the event, the Room or the premises of the Inner Temple whom it shall consider objectionable (including any engaged by the Hirer to provide entertainment or perform any other duties at the event) and the Hirer will be liable for any liability arising thereby save where the Hirer establishes negligence or bad faith by the Inner Temple.
- 23.2 In some circumstances the Catering Department may allow the client to use their own external suppliers but written permission must be sought from the Catering Department and the client and suppliers must sign the Inner Temple's Code of Practice in advance of the event and comply with it on the day. All flowers and equipment should be removed from site at the end of the event.

- 23.3 The Inner Temple will not be held responsible for any items left before or after an event. It is the Client's duty to remove all items from site at the end of the event. If this is not adhered to, the Inner Temple reserves the right to charge a fee for its removal.
- 23.4 The Catering Department must be informed prior to the event of the ages of any young persons due to attend. A young person is defined as any person under the age of 18. Alcohol will not be served to any young person with the exception of any 16- 17 year olds who will be served wine, beer and ciders only with table meals provided that an adult purchases/orders the drink and is seated at the same table.
- 23.5 Smoking and the use of e-cigarettes is not permitted anywhere in the Inner Temple.

24 Privacy

- 24.1 The personal data we collect will be used to fulfil your contract with the Inner Temple.
- 24.2 Our legal basis for processing the personal data is for the contract and legitimate interest.
- 24.3 Any legitimate interests pursued by us are to provide future offers that we feel you may be interested in and/or to contact you about repeat bookings, if appropriate.
- 24.4 Your data will be processed by the Inner Temple for the administration and fulfilment of your contract with the Inner Temple. Your data will not be shared with any third party and will processed in line with Data Protection Act 2018.
- 24.5 Data will be kept for two years from the date the contract is signed and then destroyed/erased. Should you wish to have your data removed before the two year period, you should contact catering@innertemple.org.uk with your request.
- 24.6 Upon request you have the right to have your data, which has been processed by automated means, transported to another data controller. The Inner Temple will comply with your request within one month or inform you of the reason for not complying; your right to complain to the Information Commissioner's Office, or other supervisory authority and your ability to enforce this right through judicial remedy.

25 Social Media

- 25.1 The client will not post, tweet or otherwise share via social media any statements or images in relation to the event without permission from Inner Temple.
- 25.2 Permission must be sought from us before any filming, photography or streaming takes place in any areas of the Venue.
- 25.3 Any press or media attendance or involvement in the Event must be clearly communicated to us at the time of booking the Event and is subject to the Inner Temple's approval and may be subject to additional charges (such charges will be communicated on approval).

26 **Law**

26.1 These Terms and Conditions between the Parties shall be governed by English law and the English courts will have authority to settle any dispute.