

AGENTS TERMS & CONDITIONS – RESIDENTIAL & NON-RESIDENTIAL EVENTS

1. WHO IS THE CONTRACT BETWEEN

The contract is between you (the agent named on the booking contract) and us (Commercial & Facilities Management, a department of Keele University). **These terms and conditions should be used in conjunction with the standard terms and conditions.** The event refers to the booking of our facilities for a specific date and time.

2. PROVISIONAL BOOKINGS

Your booking is considered provisional until you and we sign the booking contract. We will hold the provisional booking for 14 days from the date it is made.

3. YOUR QUOTE

We may need to increase our prices from the original quotation in line with market fluctuations and inflation. We will let you know in writing of any increase in the prices.

4. CONFIRMING YOUR BOOKING

We will confirm your booking only on the basis of these terms and the booking contract signed by your client. When you confirm your booking your client agrees to pay all the charges that are listed on the quote when they are due. You should tell us the minimum and maximum numbers for your booking. The minimum numbers will be the minimum that you will be invoiced for.

5. PAYING FOR YOUR EVENT

All information relating to payment of the event is the responsibility of the organisation that signs the booking contract. If the expression 'the client' includes more than one person then those persons will be jointly and severally liable under the terms of the contract. The prices do not include VAT which is charged at the current rate.

6. THE SERVICES OF A THIRD PARTY

6.1 If you use the services of anyone other than the University they must follow regulation 21C (BEHAVIOUR), Policy 6 (HEALTH & SAFETY) and Keele University statutory regulations. We reserve the right to approve any third party and their equipment. You should ensure that third parties comply with our regulations and you should bring these Terms & Conditions to their attention.

6.2 Copies of all third party insurance documents are required – subcontractors must carry public and employers liability as detailed in Clause 16. We do not accept liability for acts or omissions of any party employed by you for the event.

6.3 Copies of the regulations and policies are available on request.

7. FOR YOUR PEACE OF MIND

7.1 Keele University carries Public Liability insurance in its own name. This does not extend to protect event organisers and their employers or their subcontractors. It is a condition of this contract that event hosts and their subcontractors effect and maintain force valid public and employers liability insurances during the period of the event or whilst they are present physically or have equipment on campus. Proof is required that such cover is in force. The above insurances should be endorsed to provide 'indemnity to principle'.

7.2 We reserve the right to refuse to accept or cancel any booking without proof that you or third parties have enough insurance to cover your/their liability. Public liability insurance should be for a minimum limit of indemnity each claim or series of claims arising out of one event of £5,000,000 and employers liability insurance for a minimum limit of indemnity of £10,000,000 each claim or series of claims arising out of one event.

7.3 In case of dispute, we can call on the services of Meetings Industry Association Arbitration and Conciliation Service.

7.4 A copy of Keele University's statutory regulations and Keele Conference Park procedures are available on request.

8. AGENTS

We are unable to pay commission unless you tell us that you are an agent at the time of booking.

8.1 Commission is paid under the terms and conditions of the contract only on the following:

8.1.1 the value of the booking/services exclusive of VAT,

8.1.2 the value of the booking/services at the rate of 8% of the delegate rates, accommodation rate and main food account,

8.1.3 we do not pay commission of alcohol, syndicate rooms, exhibition space, audio visual equipment or IT equipment.

8.2 If your client cancels a booking, we will only pay commission on the amount of the cancellation charge based on the above criteria.

8.3 We will pay commission when we receive your invoice and after full payment for the event has been received by us. You should not deduct commission from any invoice forwarded to your client from us.

9. GENERAL INFORMATION

You may not make any amendment or variation to these terms unless we agree in writing with you before the event.

You may not dispose of any of your rights or obligations under this agreement without us agreeing in writing before the event. This contract forms the entire agreement and understanding between the parties for this event.

The contract is governed and construed in accordance with English Law and is subject to the exclusive jurisdiction of the Courts of England and Wales.

Signed as acceptance

Print Name

Company

Date

External Agents Issue 5 update MW July 08



INVESTOR IN PEOPLE

Darwin Building, Keele University, Keele, Staffordshire, ST5 5BG

t: +44 (0) 1782 584023

f: +44 (0) 1782 713058

e: enq@kfm.keele.ac.uk

w: keele-conference.com