

TERMS & CONDITIONS – RESIDENTIAL & NON-RESIDENTIAL EVENTS

1. WHO IS THE CONTRACT BETWEEN

The contract is between you (the client named on the booking contract) and us (Commercial & Facilities Management, a department of Keele University). 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 you. When you confirm your booking you agree 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

We have the right to make a credit check to make sure that you will be able to meet all charges when they fall due. This will be made before you confirm your event with us. When you confirm your booking we will send you a deposit invoice which will represent 20% of the quote at the time of confirmation. An invoice for the remainder will be sent after the event. Payment is due within 30 days of the date of the invoice. If you do not pay within 30 days, we will charge you interest at 5% above the lending rate of Natwest Bank as at the date of the invoice. 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. ALTERING YOUR BOOKING

If you make an alteration we will send a new booking contract which will replace any previous booking contract. Any reduction in numbers or facilities must be paid for under clause 7. All numbers and facilities confirmed at the start of the event will be charged in full including no show delegates.

7. CANCELLING ALL OR PART OF YOUR BOOKING

7.1 You should tell us of any alterations to your booking in writing.

7.2 You may cancel up to 5% of the sterling value of the facilities, meals and accommodation without charge no later than 28 days before the event as shown on the most recent booking contract.

7.3 If you need to cancel more than 5% of the sterling value of the facilities, meals or accommodation or if you need to cancel less than 28 days before your event, you will be liable to pay reduced charges for any facilities, meals or accommodation which we cannot resell.

7.4 The reduced charges will be:

- 90% of the charges for facilities and accommodation as shown on your most recent booking contract
- 65% of the charges for meals and drinks
- Less any amounts we raise by reselling them

7.5 You must pay in full for all items listed on your quote that you do not cancel.

We will tell you our final charges for your event when we know if we were able to resell them.

8. ALTERATIONS OR CANCELLATIONS BY US

8.1 We have the right to alter or cancel any booking due to circumstances beyond our control.

If this happens we will use all reasonable endeavours to offer you an alternative. We cannot accept responsibility if we are unable to provide any element of the booking because of industrial action or any other cause which is beyond our reasonable control or if the University needs the facilities for the use of its own students.

8.2 We may cancel or terminate an event if:

- the booking might, in the opinion of the University, prejudice its reputation or endanger its staff, students, residents and/or clients
- you are more than 30 days in arrears of the previous payment to us or we become aware of any alteration to your financial situation
- If this is necessary you will be liable for any charges detailed on the most recent booking contract

9. CHANGES TO FACILITIES BOOKED

9.1 We may alter the facilities booked in order to meet the needs of the booking as you have explained them to us. If we feel that this is necessary, we will discuss it with you before any changes are made.

10. THE FINAL DETAILS

Details of any exhibitions should reach us at least 3 months before the event.

Final details including menus and timings should be confirmed with us 28 days before the event.

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11. ARRIVAL AND DEPARTURE

Facilities are only available for the time shown on the booking contract. Any extension to this should be done with our agreement and a charge will be made, determined by us. Bedrooms are available from noon on the first day until 9.30am on the day the guests are due to leave.

12. YOUR GUESTS COMFORT AND SAFETY

Guests and third parties should follow our Health and Safety Procedure at all times and be made aware of emergency procedures. We do not accept responsibility for the security of personal possessions. There is a maximum number for each of the rooms. If you exceed this number we will ask the number in excess to leave the room. Copies of the procedures are available on request.

13. FOOD AND DRINK

Neither you nor anyone attending your event should bring food, liquor or refreshment onto University premises.

14. BEHAVIOUR

You must ensure that those attending your event behave in a way that does not cause a nuisance or disruption to other clients, staff, residents or students. If any participant is unable to correct their behaviour, we will ask them to terminate their stay and charge in full. Any damage caused to Keele University's property by those attending the event will be added to the main account. We reserve the right to request a Damages Deposit before the start of the event. In order to maintain the quality of our facilities for all our clients, we ask that nothing is affixed to the wall, floors or ceilings without our written approval.

15. THE SERVICES OF A THIRD PARTY

- 15.1 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.
- 15.2 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.
- 15.3 Copies of the regulations and policies are available on request.

16. FOR YOUR PEACE OF MIND

- 16.1 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'.
- 16.2 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.
- 16.3 In case of dispute, we can call on the services of Meetings Industry Association Arbitration and Conciliation Service.
- 16.4 A copy of Keele University's statutory regulations and Keele Conference Park procedures are available on request.

17. 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

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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