



## TERMS AND CONDITIONS - WEDDINGS

### 1. PARTIES AND DEFINITIONS

- 1.1 This Contract is between:
- the person(s)/company/partnership named on the Booking Contract (“you”/“your”); and
  - Keele University of Keele, Staffordshire, ST5 5BG (“we”/“us”/“our”).
- 1.2 “**Booking Contract**” refers to the document that sets out the detail of your event and its requirements.
- 1.3 “**Contract**” includes the Booking Contract, these terms and conditions, any policies that we have informed you apply to your Event, and any other special terms agreed in writing between you and us.
- “**Event**” refers to the booking of our facilities for specific date(s) and period(s) of time as detailed in the Booking Contract.
- 1.4 “**Guests**” refers to your agents, attendees, delegates, speakers and other guests of the Event, whether or not invited.
- 1.5 “**Suppliers**” refers to any third party supplier that you engage for providing any good or service for your Event.
- 1.6 “**Venue**” refers to the room(s), grounds and/or facilities required for your Event, as detailed in the Booking Contract.

### 2. HIRE COSTS

- 2.1 The cost of hire of the Venue is detailed in the Booking Contract and includes (without limitation):
- room hire, both Venue and bedrooms (if any);
  - all catering (if required), but please note that, if having catering, all your Guests must be catered for;
  - temporary use of the our grounds on the day of your Event for the purposes of photographs only;
  - a dedicated Venue contact, prior to the Event;
  - limited onsite parking during the period of your Event.
- 2.2 We may need to increase the price for your Event, excluding the fixed price of the room hire, in response to your specific requirements, market fluctuations, inflation or for any other reasonable reason. In such circumstances, we will give you as much advance notice of the amount of the increase as is practicable and, if such increase is unacceptable to you, you may give written notice to us to cancel the Event, in accordance with clause 5.1.

### 3. YOUR BOOKING

- 3.1 All bookings are provisional until we have confirmed it with you. The booking will be confirmed only when the Contract is signed by you and the deposit received by us (see clause 4.1).
- 3.2 We will hold provisional bookings for a maximum 14 calendar days.
- 3.3 When you confirm your booking, you agree to pay all the charges that are listed in the Booking Contract.

### 4. PAYING FOR THE EVENT

- 4.1 Unless otherwise agreed by us in writing, the Event must be paid for by:
- a non-refundable deposit of £750, payable on confirmation of your booking in accordance with clause 7.1
  - the balance in accordance with clauses 4.2 and 4.3.
- 4.2 An invoice for the balance, including any increase in line with clause 2.2, will be sent to you:
- (when the start date of your Event is more than 6 weeks from the date of the Booking Contract) at least 6 weeks prior to the start of your Event, and is payable in cleared funds within 30 calendar days of the date of the invoice; or
  - (when the start date of your Event 6 weeks or less from the date of the Booking Contract) as far in advance of the start of your Event as we can provide, and is payable in cleared funds upon our request.
- 4.3 Any additional costs incurred during your Event, including the costs of any damage under clause 9.3, will be invoiced within 14 calendar days of the end of your Event and is payable in cleared funds within 30 calendar days of the date of the invoice.
- 4.4 Failure to pay an invoice when due may attract interest at the rate of 3% above the base rate of the Bank of England from time to time.
- 4.5 We have the right to make a credit check on you at any time before confirmation of your booking to ensure that you will be able to meet all charges when they fall due.
- 4.6 If a credit check raises concerns, or if we have any other reason to doubt your ability to make payments, we may request a greater deposit or an alternative payment schedule.
- 4.7 If you do not have a UK address, or the UK it not your main place of residence, we reserve the right to ask for a guarantee of payment. If such a guarantee is not provided within 30 calendar days of our request, we may cancel your provisional booking.

### 5. ALTERATION OR CANCELLATION BY YOU

- 5.1 Any alteration or cancellation of your Event must be made in writing (letter or email) to us as soon as practicable. If you make an alteration, we may send you a new Booking Contract, which will replace any previous Booking Contract.
- 5.2 When you cancel a booking, all pre-paid sums will be forfeited. At our discretion, we reserve the right to charge you a reasonable cancellation fee in line with the following charges:
- if you cancel more than 6 months before the Event, only the deposit will be retained;
  - if you cancel between 3 months and 6 months before the Event, we reserve the right to charge 50% of the amount quoted on the then-current Booking Contract;
  - if you cancel between 6 weeks and 3 months before your Event, we reserve the right to charge 75% of the amount quoted on the then-current Booking Contract; or
  - if you cancel less than 6 weeks before your Event, no refund can be made and the Event must be paid for in full.
- These charges are calculated on the basis of the probability that we will be able to re-let the Venue and are a genuine pre-estimate of the loss that we will suffer in the event of a cancellation. You acknowledge these charges and agree that they are reasonable in the circumstances. If we do succeed in re-letting the Venue, the charges will be further reduced accordingly.

- 5.3 Where you have already paid for your Event, we will refund you the applicable amount in respect of your Event within 30 calendar days of the end of your Event, less any amount you owe to us in respect of damage to the Venue in accordance with clause 9.3.
- 5.4 You must pay in full for all items listed in your Booking Contract that you do not expressly cancel.

## **6. ALTERATION OR CANCELLATION BY US**

- 6.1 We have the right to alter or cancel your Event under any of the following circumstances:
- (a) if the Venue, or any part of it, has to close or be closed due to circumstances beyond our reasonable control;
  - (b) if the University (acting reasonably) requires the Venue for the use of its own students;
  - (c) if, in our opinion, the Event might prejudice our reputation or endanger any of our staff, students, residents or clients;
  - (d) if the Head of Facilities, acting reasonably, declares the Venue unfit for use for your Event;
  - (e) if you become bankrupt, insolvent or otherwise unable to pay your debts, or we have reason to believe that such an event is likely to occur;
  - (f) if you are in arrears with payments for:
    - (i) (where the start date of your Event is more than 6 weeks from the date of the Booking Contract) 30 calendar days or more after they became due, whether or not we have demanded payment; or
    - (ii) (where the start date of your Event is 6 weeks or less from the date of the Booking Contract) 7 calendar days or more after they became due, whether or not we have demanded payment; or
  - (g) if you breach any part of the Contract.
- 6.2 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 with you before any changes are made.
- 6.3 If we do have to alter or cancel your Event, we may, at our discretion, refund any advance payments made and/or use reasonable endeavours to offer you an alternative location for your Event, but we will have no further liability to you other than this.

## **7. THE FINAL DETAILS**

- 7.1 Your Venue contact will invite you to meet and discuss final details approximately 2 months before the date of your Event. Final details including menus, numbers and timings should be confirmed no later than 6 weeks before your Event. Following this the Booking Contract will be updated and an invoice will be raised for the final payment.
- 7.2 No refund will be given for any reduction in numbers or facilities following the confirmation referred to in clause 7.1 and no refund will be given on account of the non-arrival of Guests. We reserve the right to levy an additional charge if more Guests are confirmed to attend than originally intended (as set out in the Booking Contract) or if more Guests attend the Event than were confirmed under clause 7.1.

## **8. PLANNING FOR YOUR EVENT**

- 8.1 The maximum number of Guests that can be accommodated in your chosen Venue will be notified to you. We will refuse entry to any person(s) attending the Venue in excess of this maximum number.
- 8.2 Some of our rooms have suggested layouts available for your selection. You will be notified if your selected Venue has a suggested layout. You may request a bespoke layout, which we will endeavour to accommodate and agree with you prior to your Event.
- 8.3 We conduct risk assessments for your Event based upon your chosen layout (whether suggested or bespoke), so a layout agreed pursuant to clause 8.2 must be adhered to during the Event. Failure to do so will constitute a cancellation/termination of your Event on the day.
- 8.4 If your Event involves any food provided by us, menus will be made available within 3 months prior to the start date of the Event.
- 8.5 All ages are welcome at our Venues, but parents and carers should be aware that, due to the age and nature of some of our Venues, there are potential hazards. We take steps to lower the risk of these hazards, but we cannot exclude all risks. We will not accept any liability for personal injury to you or your Guests and Suppliers unless it is caused by our proven negligence. We do not permit entry to any Venue to children under 11 who are not accompanied by an adult.
- 8.6 If any equipment or items are being delivered to the Venue, you must advise us in advance to make arrangements. We will take reasonable endeavours to keep such items safe, but they will nevertheless remain at your own risk and we will not be held responsible in the Event of any loss or damage. This includes, but is not restricted to, any wedding favours, table decorations, music equipment, flowers or gifts.

## **9. DAMAGE AND INSURANCE**

- 9.1 We strongly recommend that you arrange insurance cover for the Event, including cover for cancellation of the Event.
- 9.2 Our insurance policy covers only public liability risks where we are held to be liable. We strongly recommend that you insure yourself against other eventualities, including (without limitation) public liability (to a minimum cover of £5 million) and employment liability (to at least the minimum cover required by law). We may cancel the Event if full and sufficient insurance information is not provided to us at least 8 weeks prior to the start of the Event. Any insurances that you take out should be endorsed to provide 'indemnity to principle'.
- 9.3 You will be responsible for any loss or damage sustained to any part(s) of the Venue, including any fixtures, fittings or other items within it, and/or its grounds and surrounding area, that is caused by you, your Guests or your Suppliers and your or their vehicles and equipment, fair wear and tear excepted. Following the Event, we will assess the condition of the Venue. If we reasonably determine that damage has been caused to the Venue, you agree to pay us the sum reasonably required to compensate us for such damage. We reserve the right to include in this sum an amount in respect of our loss of business while the damage is being repaired.

## **10. USE OF THE VENUE**

- 10.1 The Venue must be left in the clean and tidy state in which it was handed over to you.
- 10.2 Any music played at the Event must be maintained at a reasonable volume at all times.
- 10.3 Some of our Venues are part of an historic hall of national interest which requires careful and specific maintenance. You cannot attach anything to, or remove anything from, the walls, or any other surface, of any Venue, and any item fixed or attached to any such wall or surface (including, without limitation, any artwork, artefact, light fitting or other electrical item), without our written permission. All proposed decorations and decorative items for your Event need to be approved by us prior to their installation/set-up.
- 10.4 You, your Guests and your Suppliers must not:

- (a) act in an improper, rude or disorderly manner or in a way that causes a nuisance or disruption to other users of the Venue, our staff, students, residents or any other person;
- (b) bring onto the Venue any pets or animals of any kind, except for guide or hearing dogs, which must be notified to your Venue contact as part of your notification under clause 13.3;
- (c) allow any pets or animals of any kind onto our playing fields which may be used as part of or in conjunction with your Event;
- (d) use the Venue, or any part of it, for illegal or immoral purposes;
- (e) smoke anywhere in the enclosed areas of the Venue;
- (f) access, or attempt to access, any other part of the Venue other than the part(s) permitted for the Event; and
- (g) bring, or attempt to bring, on to the Venue, any of the following:
  - (i) illegal drugs;
  - (ii) gas canisters;
  - (iii) fireworks;
  - (iv) open flames (including candles, fire pits and barbecues);
  - (v) unapproved caterers & other suppliers;
  - (vi) weapons & firearms; or
  - (vii) food, liquor (or other alcohol) or refreshment (unless provided as part of a pre-approved service).

(Please note that this is not an exhaustive list and we reserve the right to refuse any item that is deemed to place the Venue, Guests, staff, Suppliers or the University at risk.)

- 10.5 Any cars and vehicles brought by your Guests or Suppliers to the Venue will require a valid parking permit to be displayed. Failure to display this from their arrival may result in a fine being levied. Your Venue contact will supply these in advance and it is your responsibility to distribute these and make your Guests and Suppliers aware of any parking policy. We accept no liability for any loss or damage relating to these vehicles.
- 10.6 Whilst we use reasonable endeavours to ensure the safety of all persons and their property whilst using one of our Venues, no responsibility is accepted for the care of property of any description, including (without limitation) money, valuables, luggage, clothing or motor vehicles belonging to you or your Guests or Suppliers.
- 10.7 We reserve the right to refuse entry to, or eject from, the Venue any person who violates the above restrictions or who otherwise acts in such a way that in our reasonable opinion is unacceptable or inappropriate. For the avoidance of doubt, you will not be entitled to a refund in respect of such person.

## **11. ARRIVAL AND DEPARTURE**

- 11.1 The Venue is only available from the time(s) shown in the Booking Contract and the requested bedrooms (if any) are available from 13:00 on main campus and 14:00 at Keele Management Centre on the first day of your Event until 09:30 on the day the Guests are due to leave, unless the Booking Contract specifies otherwise. It is your responsibility to advise all of your Guests of these times. Failure to vacate bedrooms may incur additional charges.
- 11.2 Any extension to these times can only be done with our prior written agreement and may incur additional charges, which will be notified to you.

## **12. THIRD PARTY SUPPLIERS**

- 12.1 You must notify us in writing if you intend to use the services of anyone other than us or our suppliers at the Event (such as entertainment suppliers, acts, Venue dressers etc.), and we reserve the right to approve these Suppliers. To do so, we will require their details including company name, contact name and telephone number, which must be later confirmed to us as part of the confirmation given under clause 7.1.
- 12.2 Only Suppliers that have been previously authorised by us may be used at the Venue. We strongly recommend that you do not confirm any bookings with your Suppliers before we have approved their use for the Event.
- 12.3 You are responsible for the actions of your Suppliers. Any damage to the Venue or its facilities or equipment will be assessed after the Event and invoiced to you. We do not accept liability for acts or omissions of any party employed or contracted by you as part of the Event, irrespective of any approval given by us as to their use in connection with the Event.
- 12.4 You are responsible for ensuring that all your Suppliers follow clauses 13.1 and 13.2 in relation to any equipment they bring to, or use at, the Venue. We reserve the right to refuse the use of and remove any equipment onsite should it not have been tested, or the test invalid or failed. We will remove any unauthorised equipment on the day of the Event should it, in our opinion, put at risk the Venue, Guests, staff or us.
- 12.5 We require copies of the insurance documents of all your proposed Suppliers. They must:
  - (a) obtain and maintain public liability insurance of not less than £5 million in respect of any one occurrence or all occurrences of a series consequent on one original cause; and
  - (b) provide risk assessments if requested by us.
 We reserve the right to reject a proposed Supplier if such insurance documents or risk assessments are not provided or, in our opinion, offer inadequate protection.
- 12.6 Should we arrange any third party Supplier for the Event for you, you agree that we are acting as an agent on your behalf and do not offer any representation or warranty in respect of, or accept any liability for, the quality of service or goods provided by such Supplier. You will remain responsible for the actions of the Supplier whether or not the Supplier was engaged by you directly or by us on your behalf.

## **13. HEALTH & SAFETY AND OTHER LEGAL NOTICES**

- 13.1 You must advise us of any equipment that you or your Suppliers intend to bring onto, or use at, the Venue. You must ensure all equipment used at the Venue is in good repair and condition. We reserve the right to request copies of risk assessments and any other certificates or authorisations for the use of any equipment. We also reserve the right to deny that some or all of your equipment is used onsite should we feel that this is necessary to comply with our Health and Safety obligations and our policies and procedures.
- 13.2 You must advise us of any portable electrical equipment which you or your Suppliers intend to bring onto, or use at, the Venue. You must ensure any such equipment has had a recent PAT inspection and has a valid certificate at the time of the Event. We reserve the right to request copies of these in advance of the Event. We also reserve the right to deny that some or all of your equipment is used onsite should this not be tested or the test is invalid or is failed.

- 13.3 You should notify us as soon as you are aware of any individuals attending the Event who are disabled or have any special requirements, at least 28 calendar days prior to the Event. We will contact the person concerned and discuss their requirements to allow us to make the appropriate arrangements. We will endeavour to meet any reasonable request; however we regret that we cannot guarantee that any request will be met unless we have specifically confirmed this in writing. All such requests are subject to availability. We reserve the right to charge an additional fee for any such special requests.
- 13.4 It is your responsibility to comply with all health and safety, fire safety and prevention and other general legal regulations relating to the Venue and the Event. The Venue contact and the building stewards (if any) will assist with this where possible, but we do not accept liability for personal injury to you, your Guests or your Suppliers where you have failed to follow our policies, procedures, recommendations and instructions.
- 13.5 Where catering is included as part of your Event:
- (a) it is your responsibility to inform us of any special dietary requirements of your Guests and we will review and adapt the menu for your Event accordingly; and
  - (b) we will provide information on common allergies contained within our menus upon request, both in advance of your Event and on the day of your Event, but, if requested on the day of your Event, we cannot guarantee that a suitable alternative meal (if required) will be available and, in such circumstances, no refund will be given.
- We can only guarantee the accuracy of allergy information that relates to our involvement in the preparation and cooking of food and we otherwise rely on the information provided to us by our suppliers in respect of the ingredients we use. We are not responsible for any inaccurate allergy information provided by our suppliers that we pass on to you.
- 13.6 You must inform us of any accidents or incidents which involve damage to our property or injury to you or any other person which occurs whilst at the Venue or on any other part of our premises during, or as a result of, your Event. You will need to complete our standard accident/incident report, which is available from the Venue reception, the Keele University reception areas and Keele University security and return the report to us within 3 calendar days.
- 13.7 We will make you aware of any restrictions that are placed on the Event by the terms of our premises licence. It is your responsibility to ensure that you, your Guests and your Suppliers (as applicable) comply with these restrictions.
- 13.8 We will make you aware of any specific policies that apply to your Event, and it is your responsibility to ensure compliance with the terms of such policies by you, your Guests and your Suppliers (as applicable).
- 13.9 We do not accept any responsibility for the security of your, or your Guest's or Supplier's, personal possessions or vehicles parked at, or near, the Venue.
- 13.10 Under no circumstances will we be liable to you for any consequential or indirect loss or damage including (without limitation) loss of profit and revenue or earnings, suffered by you or by any Guest or Supplier. Save in respect of fraud, death or personal injury caused by our negligence or otherwise to the extent permitted at law, our total liability to you is limited to the contract price for the Event.

#### **14. SECURITY**

- 14.1 We reserve the right, on our reasonable assessment of your Event, and in order to ensure your safety and the safety of your Guests and Suppliers, our staff and the Venue itself, to request that such reasonable number of security personnel, chosen by us, be present in the Venue during some or all of the Event. You will be responsible for the costs of such security personnel. We will either include this cost as part of the hire costs for your Event stated in the Booking Contract, or we will include this cost on the invoice issued pursuant to clause 4.3.
- 14.2 Regardless of whether we have made any request for security personnel under clause 14.1, we reserve the right to perform ad hoc bag searches on you and your Guests and Suppliers so that no unauthorised or dangerous items are brought onto the Venue.

#### **15. USE OF OUR NAME**

- 15.1 You must gain our written approval before using the Keele University, Keele Conferences or any other departmental name, logo, photographs or any other imagery associated with Keele University when promoting your Event.
- 15.2 You must not imply that you or the Event has any connection with Keele University except as a Venue for your Event.

#### **16. GENERAL INFORMATION**

- 16.1 You may not make any amendment or variation to the Contract unless we agree in writing with you before the Event.
- 16.2 You may not dispose of any of your rights or obligations under the Contract without us agreeing in writing before the Event.
- 16.3 This Contract forms the entire agreement and understanding between you and us for the Event. In the event of any conflict between the terms of the Booking Contract and the provisions of these terms, the terms of the Booking Contract will prevail.
- 16.4 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.
- 16.5 In the case of dispute, both you and us may refer such dispute to the Meetings Industry Association Arbitration and Conciliation Service (MIAA).
- 16.6 If either party does not agree to any dispute being referred to MIAA in accordance with clause 16.5, then the dispute will be determined by the courts under clause 16.4. For the avoidance of any doubt, either party can initiate proceedings without recourse to the process in clause 16.5.
- 16.7 All Venues are equipped with CCTV cameras for the safety and security of you, your Guests and Suppliers and our staff. You acknowledge and agree to your image, and the images of your Guests and Suppliers, being captured by such cameras.
- 16.8 We reserve the right to take photographs of your Event for possible inclusion in our promotional material. You acknowledge and agree that we may use your image, and the images of your Guests and/or Suppliers, in this way. You can withdraw this consent at any time by informing us in writing. Copyright in any photos taken by us of the Event remains with us and no compensation will be paid to you or anyone else for the use of such images.
- 16.9 We have taken reasonable steps to ensure that the information contained in our brochures, leaflets and other advertising is accurate at the time of printing, but we reserve the right to alter, substitute or withdraw any service, facility or amenity without notice or liability to you (unless such service, facility or amenity has been confirmed by us in writing).

Signed as acceptance

Name

Signed

Date