

EVENT  
EXETER

# Self Catering Booking Terms and Conditions

**When booking an event at the University of Exeter, we feel it is vital to clearly indicate, from the beginning, the responsibility of the University and the Organiser. Please read these Terms and Conditions carefully as by signing a booking contract you will then be legally bound to adhere to them.**

### **1. Who is the contract between?**

The contract is between The University of Exeter and your organisation (as named on the Booking Contract). You accept full responsibility for paying all charges, including any extra charges arising under this contract.

### **2. Holding Dates**

Upon request we will hold the facilities specified and the following terms and timescales will apply.

- For bookings made more than 12 months in advance all facilities will be held for a period of 8 weeks.
- For bookings made between 6 and 12 months in advance all facilities will be held for a period of 4 weeks.
- For bookings made within 6 months of event date all facilities will be held for a period of 2 weeks.

During the above timescales a letter of confirmation must be received in order to proceed to a provisional booking. Unless we have agreed an extension then all reserved facilities will be automatically released after the agreed period, if written confirmation of your booking has not been received.

### **3. Provisional Bookings**

Upon receipt of a letter or email of confirmation a formal booking contract will be issued along with a request for a non refundable deposit.

### **4. Confirming Bookings**

The University of Exeter will confirm your booking only on the basis of these terms and conditions and receipt of a Booking Contract signed by you. The Booking Contract will state the accommodation and meals and other facilities(where applicable) that you have booked, and it should include a clear statement of any other arrangements that have been agreed between you and the University of Exeter.

### **5. Deposits and Payments**

In order for your booking to be confirmed, a non-refundable deposit of £100 per flat must be received with the signed 'Booking Contract'. The deposit will be credited against the final invoice.

A Final invoice will be sent to you for payment 4 weeks prior to your arrival. You must pay in sterling upon receipt of the invoice to the address shown on the invoice. You will pay all bank charges involved in making the payment.

The University reserves the right to charge interest on overdue accounts at 15 per cent above the Bank of England base rate applying as at the date of the invoice. The University reserves the right to use external debt recovery agents and the court system to pursue outstanding debts. Charges incurred will be borne by the person/organisation stated on the booking contract. All debts to the University are pursued.

## 6. Making a Booking more than a year ahead

We may need to increase our charges if you book more than a year ahead. When you book, you agree to pay our charges for the accommodation and meals and other facilities (where applicable) set out on the Booking Contract, plus VAT (if applicable) at the current rate. We reserve the right to increase our charges from the figures we quote to you when you make the booking.

We will notify you in writing of any changes to our charges after the date of your booking. If the changes would increase the total amount payable for the items on the current Booking Contract by more than the increase in the Retail Prices Index, between the date of your booking and the date of the event, you will have the right to withdraw your booking, within 14 days of notification, without charge. If the rate of VAT changes, the University reserves the right to charge at the rate applicable at the time of the event.

## 7. Value Added Tax

All bookings will be charged VAT at the rate applicable at the time of the event. All cancellation charges, with the exception of the non refundable deposit, will be charged exempt of VAT. VAT exclusive rates may be available to organisations that qualify as an “eligible body” as defined by the VAT Act 1994 Schedule 9 Group 6. A VAT exemption certificate will be supplied and should be completed and returned to the Sales Office (University of Exeter).

## 8. Overseas Customers

If you are a customer from outside the UK, we reserve the right to ask for a guarantee of payment from a UK bank and to cancel the booking if the guarantee is not provided within 30 days.

## 9. Alterations to your Booking

It is the responsibility of the Organiser to inform the Sales Office of any alterations to the booking. We understand that it can be difficult to predict numbers so you may need to cancel a proportion of your booking. It should be noted that a reduction in the numbers travelling might have an effect on the overall price per person. All changes and final numbers must be advised in writing no later than 4 weeks prior to your arrival. Changes following this date may incur an administration charge of £20.

## 10. Confirming Final Details

You must confirm any special food requirements (where applicable) 21 days before the event. If you do not do this, we will decide what we should supply and charge accordingly.

You must give us final rooming lists and catering schedule (where applicable) not later than 21 days prior to arrival. As stated above, if you cancel any accommodation, rooms, meals or other facilities after this time we will charge you at FULL RATE.

## 11. Full Cancellation

In the event of the booking being cancelled by you, you shall be responsible to the University for a cancellation charge as follows:

- Once a signed booking contract is received – loss of deposit.
- 4 weeks prior to arrival 100 per cent of the expected total charges.

## 12. Force Majeure

Neither party shall be under any liability in the event of either the University or the Organiser being prevented from fulfilling its obligations under this contract due to the nature of any event beyond its control, but not limited to:

- Acts of God.
- War, National Emergency, Civil Unrest, Acts of Terrorism, Pandemia.
- The government of the country of origin of the visiting group issuing a formal warning advising against travel to the United Kingdom.

If the University or the Organisers are unable to fulfil its obligations in the event of a Force Majeure occurring the said party should give notice as quickly and reasonably as possible to the other party.

## 13. Cancellation by the University

The University reserves the right to cancel any arrangement for the use of the premises at any time for the following reasons:

- If the University or any part of it is closed due to fire, flood, failure of water, heating or electricity systems, dispute with employees or by order of any public authority.
- If the Organiser becomes insolvent, or enters into liquidation or receivership.
- If the Organiser is more than 30 days in arrears with payment to the University for previously supplied services.
- It might, in the opinion of the University prejudice the reputation of the University.

If this happens, we will make reasonable efforts to offer you alternative arrangements. However, the University cannot accept liability for any inconvenience or loss caused as a consequence of such cancellation if alternative arrangements cannot be made.

## 14. General Regulations

The following general regulations will apply to all bookings and shall be brought to the attention of the delegates by the Organiser.

- The accommodation booked is available for occupation between 15.00 and 20.00 hours on the day of arrival. Departure must be no later than 10.00 hours on the day of departure. No change can be made to these arrangements unless agreed in writing with the University. In the absence of such agreement a supplementary charge may be made in respect of late checkouts.
- Hazardous or dangerous items may not be brought into the University without prior written permission. No installation / article of equipment or furniture may be tampered with or removed from the accommodation for any purpose.
- The Organiser shall ensure that delegates act in a proper and orderly manner and shall comply with all reasonable requests from University staff.
- The University reserves the right to terminate any booking during the period of the event/booking in the event that this is not adhered to.
- The University reserves the right to charge for any additional services requested during the event. The University does not allow any animals onto University premises with the exception of disability assistance dogs.
- The University reserves the right to provide alternative accommodation/meeting rooms of an equivalent standard to that outlined on the booking contract.
- Occupancy levels must not exceed the numbers booked

### 15. Loss or Damage to Property

The Organiser shall be held responsible for any loss of, or damage to, University property caused by delegates.

Charges

for any loss or damage will be added to the final invoice.

The University cannot accept responsibility for any loss of, or

damage to, the personal property or vehicles of delegates.

Delegates are therefore advised to be extremely careful regarding the security of their belongings. Delegates should also ensure that cars are securely locked with no valuables left inside.

### 16. Personal Injury

The University is unable to accept any liability for death or personal injury sustained by the Organiser or any person forming part of the Organiser's party unless proven to have been caused by the negligence of the University or its servants or agents.

The Organiser will be held liable for death or injury to any employee of the University caused by the default or negligence of the Organiser or any Delegates.

### 17. Behaviour Indemnity and Insurance

We reserve the right at our absolute discretion to terminate without notice the arrangements of any customer whose behaviour is such that is likely in our opinion or any other person in authority to cause distress, damage, danger or annoyance to other customers, employees or to any other third party.

Therefore we may request from some organisers an indemnity payment of £500.00 prior to the event.

To cover any damage or other costs associated with inappropriate behaviour as outlined above. This will be refunded once both parties are satisfied following the event.

Organisations hiring University facilities must ensure that they are indemnified by a UK insurer in respect of their liabilities to the University and to their delegates. The University is insured against legal liability resulting from the use of its facilities. The University of Exeter reserves the right to request evidence of adequate insurance cover.

### 18. Other Conditions

Except with the prior agreement of the University:

- No public advertising of any function held in the University is permitted.
- No sale of tickets or goods is permitted.
- No notices, decorations or signs shall be erected or displayed within precincts of the University.
- No licence for the sale of excisable liquor may be applied for.

### 19. Statutory Requirements

Premises Licence: It is a prerequisite that you comply with all requirements regarding licensable activities within the premises you are using / have booked. We can provide detailed information upon request.

Performing Rights: The rooms in the University used for concerts or dancing are licensed with the Performing Right Society Limited.

Organisers are responsible for notifying the Society of the details of the music to be performed.

Please note that the cost of room hire is not in respect of any liability under the Performing Right Society legislation. Any costs incurred under this legislation will be recharged to the hirer.

In the event that there is any change to legislation we will be duty bound to meet your service within the new legal requirement.