

Terms and Conditions

You should read this document carefully as it sets out the terms and conditions of the contract for the booking that You have made with Us. It sets out Our respective rights and responsibilities.

If You do not understand any part of this contract then please do not hesitate to ask us for more information.

1. Whom the contract is between

- 1.1 In these terms and conditions,
'You' means the person (or each person) identified as the client in the contract letter, and 'Your' has a similar meaning,
'We' means University of Nottingham or Nottingham University Industrial and Commercial Enterprise Limited trading under the brand Nottingham Conferences, and 'Us' and 'Our' have a similar meaning.
'The University' means the University of Nottingham. This includes its faculties, departments and any institutions, companies and property owned by the University.
- 1.2 This contract is between You and Us only. It is not between Us and any other persons, even if You have booked on their behalf. This contract is personal to You. You may not transfer any of Your rights under this contact to any other person or persons or to any other organisation.
- 1.3 Nothing in the contract between You and Us confers on any other person any benefits or any rights to enforce the contract or any part of it.

2. Other words that have a particular meaning

- 2.1 'Contract Letter' means the document which sets out the details of the accommodation, meals and other facilities, services and the like that You have booked with Us and for when You have booked them.

3. Provisional Bookings

- 3.1 We may agree You may make a provisional booking. If We do, We may send You a note confirming Your provisional booking.
- 3.2 You may cancel a provisional booking without penalty by notifying Us at any time. We may ask You to confirm the cancellation in writing.
- 3.3 While We hold Your provisional booking, We will not allocate the facilities that You have provisionally booked to others unless You agree. We may however cancel a provisional booking. If We do so We will notify You and We will try to give You at least 48 hours notice.

4. Bookings

- 4.1 Your booking will become confirmed only when We receive from You an unaltered copy of the Contract Letter signed by You. We must receive from You this signed Contract Letter by no later than the date stated.
- 4.2 When You confirm Your booking, You agree to pay all the charges for accommodation, meals and other facilities and services as set out above, unless these are changed or cancelled under the terms of Clauses 5, 7, 8 and 10 below. In that case You must pay the charges set out in the relevant Clause.
- 4.3 Bookings via conference booking agents are subject to our standard agent commission terms.

5. Making a booking more than 12 months ahead

- 5.1 From time to time We may need to increase Our charges. If Your booking is made for a date more than 12 months ahead, then We reserve the right to increase the charges from the figures set out in the Contract Letter. We will notify You in writing of any changes to the charges.
- 5.2 If the changes would increase the total amount payable for the items and services as described in the Contract Letter by more than would have been the increase in prices had they increased in line with the Retail Prices Index between when You made the booking and when We notify You of the change, You may cancel Your booking without charge within 14 days of receipt of Our notice.
- 5.3 We will not change Our charges to You in the 12 months immediately before the event.

6. Payment of the charges

- 6.1 If We ask You to pay a deposit or to pay in advance Clause 7, You must pay that to Us by the date shown on the invoice or Contract Letter.
- 6.2 You will be invoiced for the balance of charges within about 14 days of the event. If You wish to query the invoice You must raise the query with Us in writing within 28 days of the date of the invoice.
- 6.3 You must pay the full amount shown in the invoice to the address shown in the invoice within 30 days of the date of the invoice. Any payment must be in pounds sterling. You will have to pay any bank charges involved in making the payment.
- 6.4 We accept payments by Bank Transfer. We will provide the necessary details on request
- 6.5 If You fail to pay the invoice by the due date We will charge interest on a daily basis until payment on the outstanding balance at the rate of 4% per annum above the National Westminster Bank plc's base rate as set from time to time. Further You will pay any costs that We incur in recovering from You any outstanding balances that ought to have been paid.

7. Payment in advance

- 7.1 We reserve the right to make a credit check to make sure that You will be able to meet all charges when they fall due.
- 7.2 If at any time We are not reasonably satisfied that You will be able to meet the charges, We will notify You. We may cancel Your booking unless You pay to Us either a deposit or part or all of the charges in advance depending on what We decide. We will decide the amount of any deposit or advance payment and the time for payment. The same applies if after booking We become aware of problems with Your financial situation.
- 7.3 If You cannot accept Our requirements for a deposit or advance payment, You will have the right to withdraw Your booking without charge within 7 days of Us notifying You. We will set off any deposit or part payment against the charges for the event eventual charges.
- 7.4 We will not refund any deposit or part payment that You make unless You cancel the booking under the terms of Clause 5, 8 or 10, when We will refund the difference between the deposit and advance payment and the payments due under that Clause.
- 7.5 We will credit any deposit or advance payment against any amount due after the conclusion of the event.

8. Overseas customers and guarantees

- 8.1 If You are a customer from outside the United Kingdom, We may ask You for a guarantee of payment from a bank in the United Kingdom. We may ask You for this either before or after You have made the booking. If You do not provide the guarantee within 30 days We will cancel the booking. You may cancel Your booking without charge within 7 days of Us notifying You if Our requirement for a guarantee is not acceptable.

9. Altering Your booking

- 9.1 You should contact Us about possible increases in numbers, or the need for extra accommodation, meals and other facilities, services and the like as soon as possible so that you know just what you have booked and what you are responsible for. It will include details of any extra facilities which We may have agreed, and of any items you have cancelled but must pay for under clause 10.
- 9.1 If You alter Your booking, We will send You a new Contract Letter. This will confirm the new booking arrangements. The Contract Letter will also detail any charges due under Clause 10.
- 9.2 You must sign and return it to Us within 14 days to confirm that the new arrangements are correct. Until We receive from You a signed new Contract Letter We will be obliged to honour only the old Contract Letter.
- 9.3 Each new Contract Letter signed by You and received by Us will replace any previous Contract Letter.

10. Cancelling part of Your confirmed booking

- 10.1 You may cancel up to 5% of the accommodation, meals and other facilities booked without charge, as long as You notify Us of the cancellation no later than 14 days before the event. We will calculate the 5% on the basis of the highest of the following: the number of bedrooms booked, the number of meals booked, the other facilities and services and the like for which You made a confirmed booking.
- 10.2 If You need to cancel more than 5% of the accommodation, meals or other facilities or services booked, or if You need to cancel less than 14 days before Your visit, You must notify Us as soon as possible and in any case not less than 24 hours before the event. You will be liable to pay the following charges:
- (a) Where the cancellation is more than 48 hours before the event:
90% of the charges for cancelled accommodation and room hire,
80% of the charges for cancelled day delegates package rates,
65% of the charges for cancelled meals, drinks and other facilities and services.
(These figures represent our loss of profit.)
- (b) Where cancellation is less than 48 hours before the event:
100% of the charges for all cancelled items.
(These figures represent our loss of profit and the extra expenses incurred in relation to the event so close to its start.)
- 10.4 If We are able to re-sell any of the accommodation, meals and other facilities and services and the like We will set off the amount raised against the charges that You have to pay under this Clause.
- 10.5 If You do not use what You have booked but do not cancel the accommodation, meals and other facilities and services You must pay the full cost.
- 10.6 We will treat any changes that You make in dates for accommodation, or in dates or times of room hire or meals or other facilities and services as a cancellation and the charges set out above will apply.

10.7 Where You have cancelled part of your booking, We will treat it as an alteration and Clause 9 above will apply. We will tell You the final charge after the event concludes or is due to conclude in accordance with Clause 6 as it is only then that We will know whether We have been able to re-sell any accommodation, meals and other facilities and services that You booked but subsequently cancelled.

11. Giving Us the final details

11.1 You must confirm final timings, menus and any special food requirements 21 days before the date that the event starts. If You do not do this, We will decide what We should supply and charge accordingly.

12. Changes or cancellations by Us because of events beyond Our control

12.1 We may alter or cancel any booking that We cannot keep for reasons beyond Our control. If this happens, We will Use all reasonable efforts to offer You an alternative booking with Us.

12.2 If We alter or cancel any booking under this Clause, We will not accept any liability for any loss or consequential loss that You, any member or Your party or any of Your visitors may suffer.

12.3 We do not accept liability if We cannot provide accommodation, food, drinks or services because of industrial action or any other cause which is beyond Our control.

13. Changes to room allocations

13.1 To meet the needs of as many customers as possible, We may alter the meeting rooms, dining rooms or residential accommodation allocated to You. We will only do this if the alternatives We offer are suitable for Your purposes as You explained them to Us when You made the booking.

13.2 There will be no extra charge to You if We change Your room allocations.

14. Arrival and departure times

14.1 Bedrooms will be available from 3.00 pm on the day You arrive, and must be vacated by 10.00 am on the day You are leaving, unless We agree with You otherwise in writing.

14.2 If You or members of Your party fail to leave on time You will be charged for any extra costs incurred. Meeting rooms are available only for the time shown on the Contract Letter. Extensions will be possible only with Our agreement and We may charge You accordingly for any extensions.

15. Animals and pets

15.1 No animals or pets of any kind, except guide dogs for the blind and hearing dogs for the deaf, are allowed on University premises. You must ensure that members of Your party know this.

16. Food and drink

16.1 We have calculated Our charges on the basis that We will provide all food and drinks that You and Your party require. Neither You nor any other member of Your party may bring food or drinks onto any University premises to eat or drink without Our written permission.

16.2 If We give You permission, We will charge corkage or equivalent charges for all drinks or food brought in and consumed. You must ensure that members of Your party know this.

17. Conduct of the conference

- 17.1 You must appoint a co-ordinator (which unless we are notified in writing otherwise, shall be the person who has signed the Contract Letter on Your behalf), who shall be responsible for the behaviour of Your delegates, those acting for or on Your behalf or those appointed by You to provide entertainment, services or activities.
- 17.2 You shall not undertake, and shall ensure that Your delegates, those acting for or on Your behalf and those appointed by You to provide entertainment, services or activities do not undertake any activities that may bring the University or Us into disrepute.
- 17.3 You shall ensure and shall ensure that Your delegates, those acting for or on Your behalf, and those appointed by You to provide entertainment, services or activities:
- 17.3.1 comply with all licensing, statutory, health and safety requirements and other such matters or instructions issued under them;
- 17.3.2 comply with all rules, regulations, policies and codes of practice of the University including but not limited to:
- the use of computer and IT facilities
 - harassment
 - equality policies
 - health and safety
 - freedom of expression
 - child protection and vulnerable adults
- 17.3.3 treat the facilities and the University premises with care and respect the privacy of its residents and shall not interfere with or gain access or attempt to gain access to those parts of the University premises for which public access or access is indicated by the University as being unauthorised.
- 17.4 You shall ensure and shall ensure that Your delegates, those acting for and on Your behalf and those appointed by You to provide entertainment, services or activities do not behave in a manner which puts others (including delegates or members of the University) at risk or which is abusive, threatening or offensive to our guests, staff, students or other visitors to the University. Examples of such behaviour are:
- drunken behaviour
 - suspected use of illegal substances
 - causing a nuisance or disturbance
 - unreasonable demands of the staff
 - foul, racist or otherwise offensive language
 - sexually provocative remarks or jokes
 - any other forms of harassment or assault
 - aggressive or violent behaviour
 - suspected theft from the company or other guests
 - trespass into staff only areas
 - refusing to pay agreed charges
- 17.5 If any delegate or other person invited by You to provide entertainment, services or activities, or acting for You or on Your behalf, behaves in any of the ways referred to in this condition 17, we may:
- 17.5.1 exclude them or any member of Your group from University premises; and/or;
- 17.5.2 terminate the event in whole or in part immediately.
- 17.6 We shall not be liable if we exclude any person or persons or terminate the event in whole or part under condition 17.5 above:
- 17.6.1 to provide a refund or reduction in the final account for the conference; or

17.6.2 for any loss (including consequential loss), damage, costs or liability suffered or incurred by a member of Your group, or those invited to attend by You.

18. Safeguarding children while on campus

We want to ensure that children are protected from harm while on the University's campuses and acknowledge Our responsibilities in this regard. You acknowledge however, that You have primary responsibility for the welfare of the children in Your care and agree that all leaders or groups of children or teachers shall:-

18.1.1 complete and submit to the Conference Office the University's checklist:

'Confirmation of arrangements for the protection of Children and Vulnerable Adults';

18.1.2 ensure they supervise the young people at all times;

18.1.3 in case of an accident or emergency, including a case of a lost child, contact a member of the University's 24-hour Security Control Room immediately on 0115-9513013 or internal extension 13013;

18.1.4 refrain from having possession of or consuming alcoholic beverages or using non-prescribed drugs on the University premises;

18.1.5 refrain from either verbally or physically abusing a young person;

18.1.6 ensure adequate insurance cover for the group and leaders;

18.1.7 ensure that the appropriate group leaders carry any necessary medicine for the children with them at all times, with the permission of the parents/guardian; and

18.1.8 inform their group of behavioural expectations while at the University.

19. Loss and damage to property

19.1 You agree to report (by means of the co-ordinator if he/she is still on site or to the conference office on the appropriate form if the co-ordinator is not) any physical damage to and/or soiling of University property or premises caused by Your negligence or intentionally by You or any of Your delegates, those acting on Your behalf or appointed by You to provide entertainment, to us as soon as you are able.

19.2 You will be liable for the costs of repairing, replacing or making good any damage or soiling arising under condition 19.1 above.

19.3 We have made all statements to You in good faith. We have Used all reasonable efforts to check the information that We have given You.

19.4 We will take all reasonable steps to ensure that You, Your party and Your visitors and their belongings are safe. However You are responsible for ensuring that any rooms relating to Your party are locked when not in Use and that all members of Your party keep with them all of their money and valuables.

19.5 Neither the University nor its employees or agents nor We nor Our employees or agents shall be liable for any damage or loss to property, valuables or money of whatever description including (but not limited to) luggage, jewellery, documents, motor vehicles and electrical equipment whether caused by the information that We supplied, by Our failure to keep Your belongings safe, or in any other way unless such loss or damage is caused by either Our deliberate and negligent act or by the deliberate and negligent act of one of Our agents or employees.

20. External providers of entertainment

- 20.1 You shall tell us what entertainment, services or activities that You have arranged. We reserve the right to refuse to allow entertainment, services or activities arranged by You to go ahead, which in our reasonable opinion, is or may be inappropriate or likely to damage Our reputation. This includes entertainment, services or activities that the University deems to be of a racist, sexist or discriminatory nature and activities that could cause offence or damage to the staff, students and reputation of the University. We are not liable for any costs incurred by You relating to any grant or refusal by Us to allow such entertainment, services or activities to go ahead.
- 20.2 We shall have the right to terminate Your booking contract with Us immediately on notice in writing to You if we reasonably believe that:
- 20.2.1 You intend to use the University conference centre and/or any other University premises for any purpose other than the event; or
 - 20.2.2 the event may lead to a breach of the peace or acts of violence may occur or damage may be occasioned to Our conference centre or University premises or their contents; or
 - 20.2.3 the nature of the event or any items in its programme is such as to render it unsuitable that it should take place in the conference centre or on University premises.
- 20.3 If the booking contract is terminated by us under condition 20.2:
- 20.3.1 You shall immediately vacate the University's conference centre and/or any other University premises that You have booked and procure that all persons and things which You have caused to be there leave or are removed;
 - 20.3.2 We shall be entitled to retain all sums paid under these terms and conditions and You shall be liable to pay the balance of the charges in accordance with these terms and conditions and any costs incurred by Us in connection with the event; and
 - 20.3.3 You shall have no claim against Us for any loss or damage or liability incurred by You in consequence of termination under this condition 20.

21 Insurance and indemnity

- 21.1 You shall indemnify Us against all public liability in connection with Your use of the facilities. You shall further indemnify Us against all loss, expenses or damage to our property or third party property and in respect of death or personal injury to any person in conjunction with Your or Your contractor's use of the facilities. You shall indemnify Us against all claims which may be made against Us in respect of such matters except personal injury, loss or damage resulting from Our negligence.
- 21.2 You shall effect and maintain, and ensure that those providing entertainment or services arranged by You at the event, effect and maintain public liability insurance in respect of the matters indemnified in condition 21.1 above to a minimum cover of £1 million.
- 21.3 We reserve the right to refuse to accept any booking if evidence that the insurance cover referred to in condition 21.2 above is not produced at the time of booking.

22. Limitation of liability

- 22.1 Except as provided by Condition 22.2 below, Our liability (including, but not limited to, breach of contract, negligence of breach of any other obligation or duty arising either under statute or otherwise) for any loss or damage or any consequential loss of any kind (including a loss of profits) which You may suffer as a result of Our, Our employees' or Our agents' acts, failures to act or default (including negligence) when We, Our employees or Our agents exercise Our rights or perform Our obligations under this contract shall not exceed the total Charges set out in this contract.
- 22.2 Notwithstanding condition 22.1 above, condition 22 does not exclude:
- 22.2.1 any liability for death or personal injury caused by Our or Our employees' or agents' negligence or by the negligence of the University or its employees' or agents';
- 22.2.2 liability for any representation that We have made which You relied on when deciding to make Your booking and which was fraudulent.
- 22.3 If You are a consumer, these terms and conditions, and this condition in particular, will not affect any of the rights that the law confers on You and which cannot be excluded

23. Those under the age of 18 years

- 23.1 You accept full responsibility when You book for all members of Your party or Your visitors who are under the age of 18 years. It is Your responsibility to put in place any measure necessary for child protection and to make any arrangements necessary for Your activities. These might include (but are not limited to) (i) carrying out any risk assessments, (ii) training Your employees on matters concerning the welfare of those under 18 including child protection issues, (iii) carrying out any appropriate enquiries with the Criminal Records Bureau. This list is not exclusive.
- 23.2 You should make sure that You are fully insured against all losses or liabilities referred to in this Clause.

24. Services provided by someone outside the University

- 24.1 If You ask Us to arrange for a service provided by any person or organisation outside the University, We will only act as Your agent. Any resulting contract is between You and the person or organisation providing the service. We will treat the person or organisation as a person visiting You at the University for the purpose of the contract (see in particular Clause 18 above and Clause 24 below).

25. Using the University's name without permission

- 25.1 You may not Use:
- the University's crest,
 - the name or logo of any part of the University, or
 - any photographs of any part of the University;
- unless We or the University gives You written permission beforehand.
- 25.2 If We or the University give You permission, We or the University may specify for what purposes You may or may not use them.

26. Value Added Tax (VAT)

- 26.1 Unless the Contract Letter state otherwise, all of Our charges are exclusive of VAT.
- 26.2 Where appropriate We will add VAT to any of Our charges. You must pay that VAT when You pay the charges.

27. Data Protection

- 27.1 We will retain the data that You have given Us in accordance with the Data Protection Act 1998 so that we can deliver to You the services that You have booked. We will pass Your information to the University in order for Us to deliver to You the accommodation, meals and other facilities and services that You have booked.
- 27.2 We will not pass Your details to any other party unless We are required to do so by law, by the order of a court or tribunal, in order to carry out a credit check under Clause 7 above or at Your request for example when You ask Us to act as Your agent.
- 27.3 Unless You tell Us in writing with whom else We may discuss the booking, We will not discuss Your booking with anyone but You.

28. General

- 28.1 Each term of this contract is separate and distinct from every other term in the contract. If a term is unenforceable for whatever reason, the other terms shall remain valid and continue to bind Us and You.
- 28.2 We will retain Our full rights under the contract at all times, even if for any reason We decide not to enforce strictly Our rights or We allow You not to have to comply (either strictly or at all) with any obligation on You.
- 28.3 Our rights and obligations and Your rights and obligations under these terms and conditions will not be affected by anyone waiving any rights or obligations, any variation to the contract or any compromise that We and You agree or any other arrangement between Us and You except to the extent set out in the variation, waiver, compromise or other arrangement.
- 28.4 This contract does not make You Our Agent nor does it make Us Your Agent.
- 28.5 Unless We agree otherwise or these terms and conditions say otherwise, all notices under these terms and conditions shall be in writing. Any notices may be sent by post, where an email address is provided by email or by facsimile transmission addressed to the other party at the address given in the Contract Letter or at such other address either notifies the other of in writing from time to time. Therefore if Your contact details change You must tell us as soon as possible.
- 28.6 If We allow You to give Us any notice verbally then You must confirm it in writing if We ask.
- 28.7 Where there is more than one of You We will accept instructions from either of You in relation to the booking.
- 28.8 Where there is more than one of You, Your liability to Us will be joint and several.