

Terms and Conditions

Please ensure you read this document carefully as it sets out the contractual terms and conditions for the booking that you have made with us. If you do not understand any part of this contract, please do not hesitate to ask us for more information. A copy of the terms and conditions and appendices are available on our website.

1. Definitions

- 1.1 "The client" and "you" means the organising body or company responsible for the event / series of events, including payment. Event and booking have the meaning.
- 1.2 "We", "our", "East Midlands Conference Centre", "EMCC" and "The University" means the University of Nottingham, its faculties, departments and any institutions, companies and property owned by the University, or Nottingham University Industrial and Commercial Enterprise Limited trading under the brand Nottingham Conferences.
- 1.3 The "Contract" or "Contract Letter" means the agreement between Nottingham Conferences and the client for a specific event / series of events and these terms and conditions form part of the contract as well as any other terms stated in the contract. It is not transferable company and shall be construed and interpreted in accordance with English Law

2. Provisional bookings

- 2.1 All bookings are considered provisional until the contract is signed by both Nottingham Conferences and the client.
- 2.2 You may cancel a provisional booking without penalty at any time by notifying us and you may be asked to confirm the cancellation in writing.
- 2.3 We may cancel a provisional booking if it is held for longer than fourteen days, or if we do not have a response from you. If we do so, we will notify you and try to give you at least 48 hours notice.

3 Confirming your booking

- 3.1 Your booking will only be considered confirmed when we receive a signed, unaltered copy of the contract by the stated date. If the contract is not received by this date, Nottingham Conferences reserves the right to release the booking and re-let the facilities.
- 3.2 When you confirm your event, you agree to pay all the charges for the facilities and services detailed in this contract, unless they are changed or cancelled under the terms of Clauses 4 and 7 below.

4 Making a booking more than 12 months ahead

- 4.1 We will not change the rates quoted in the contract if the booking is made within 12 months of the start date of the event taking place; but if it is for more than 12 months ahead, we reserve the right to increase the rates and notify you in writing of any changes.
- 4.2 If the changes increase the total amount payable by more than the increase in the Retail Price Index between when you made the booking and when we notify you of the change, you may cancel it without charge within 14 days of receipt of our notice.

5 Payment

- 5.1 A non refundable deposit of 10% of the total estimated event cost is payable on confirmation of your event or 12 months prior to the event taking place if the booking is confirmed more than one year ahead.
- 5.2 A further deposit of 40% of the estimated event cost is payable 6 months prior to the event taking place.
- 5.3 Unless credit terms have been agreed, full pre-payment of the contracted charges must be made two months prior to your event taking place.
- 5.4 We will not refund any deposit or pre-payment made unless you cancel the booking under the terms of Clause 4 or 7 and the amount you have paid is more than the payment due under those Clauses.
- 5.5 We will credit any pre-payment against the final event charges and, subject to credit approval; you will be sent an invoice 14 days after the event. Payment must be made in UK£ Stirling within 30 days of the date of invoice. You will have to pay any

bank charges involved in making the payment.

- 5.6 If you fail to pay the invoice by the due date we will charge interest on the outstanding balance on a daily basis at the rate of 4% per annum above the NatWest Bank plc's base rate until full payment is received. You will also have to pay any costs that we incur in recovering any outstanding balances.

6 Altering Your booking

- 6.1 Should you need to change or amend your booking, you should contact us as soon as possible so that we can check to see if it can be accommodated. If the changes are possible, you will be asked to put the requested amendment in writing and we will send you an amended contract letter confirming the new arrangements, which you must sign and return within 14 days. Please note that until we receive the signed copy from you, the original contract is still in place and we will only be obliged to honour it.

7 Cancelling part of your confirmed booking

- 7.1 To allow for small changes in your event, you may make a one-off cancellation up to 10% of the contracted value without charge, providing you notify Nottingham Conferences in writing at least 14 days prior to the start of your event.
- 7.2 If you need to cancel more than 10% of contracted value of your event you must notify us in writing and you will be liable to pay the following cancellation charges which represent our loss of profit and / or expenses incurred:

Cancellation Notice	% of Total Event Value
More than 6 months before event	0%
6 to 4 months before event	50%
4 to 2 months before event	75%
Less than 2 months before event	100%

- 7.3 If you do not use what you have booked and do not cancel the facilities you must pay the full cost.

8 Giving us the final details

- 8.1 You must confirm final timings, menus and any special food requirements and send the rooming list 21 days before the start of your event or we may not be able to meet your requests.

9 Changes by Nottingham Conferences

- 9.1 To meet the needs of as many customers as possible, we may alter the facilities allocated at no additional cost 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.

10 Cancellations by Nottingham Conferences

- 10.1 We may alter or cancel any booking that we cannot keep for any reason beyond our control. If this happens, we will make all reasonable efforts to offer you an alternative booking or offer a full refund.
- 10.2 We may terminate your booking contract immediately by informing you in writing if:
 - i. You fail to comply with the terms and conditions of your booking
 - ii. We believe that the event may lead to a breach of the peace and is considered by Nottingham Conferences to be unsuitable to take place within our facilities
 We shall be entitled to retain all payments made and you will be liable to pay the balance of the charges in accordance with these terms and conditions in addition to any costs incurred by us in connection with the event.
- 10.3 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.

11 Arrival and departure times

- 11.1 Bedrooms will be available from 3.00 pm on the day of arrival, and must be vacated by 10.00 am on the day of departure. Late departures will incur additional charges, unless alternative arrangements are confirmed in writing.

11.2 Meeting rooms are available only for the time shown on the contract letter; extensions are only possible by prior arrangement and an additional charge may be applicable.

12 Animals and pets

12.1 No animals or pets of any kind, except guide dogs for the blind and hearing dogs for the deaf, are allowed on University premises.

13 Food and drink

13.1 Only food and drink that we have provided can be consumed on the premises. There may be occasions when permission is granted to bring in your own food or drink and we will charge corkage, equivalent to our sales price.

14 Code of conduct

14.1 Unless we are notified in writing otherwise, the person signing the contract will be responsible for the behaviour of the delegates, guests or third party service providers. You must ensure that they do not undertake any activities that may bring Nottingham Conferences into disrepute and comply with the code of conduct, a copy of which is available on our website or can be sent to you if requested.

15 Safeguarding children while on campus

15.1 We want to ensure that children are protected from harm while on our premises and acknowledge our responsibilities in this regard. You acknowledge however, that you have full responsibility for all members of your party or your visitors who are under the age of 18 years.
 15.2 It is your responsibility to ensure all necessary child protection measures are in place.
 15.3 You should make sure that you and everyone connected with your event complies with our policy on the safeguarding of children, a copy of which is available on our website or can be sent to you if requested.

16 Loss and damage to property

16.1 You will be entirely liable for any damage caused to our property or injury to persons which occurs during, or arises from the event.
 16.2 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.
 16.3 Neither Nottingham Conferences nor its employees or agents shall be liable for any damage or loss to property, valuables or money of whatever description unless such loss or damage is caused by either a deliberate or negligent act of one of our agents or employees

17 External providers of entertainment

17.1 You must tell us what entertainment or third party services or activities you have arranged. If they are considered to be inappropriate, or Nottingham Conferences deem it to be of a racist, sexist or discriminatory nature or that the activities that could cause offence or damage to our reputation, we reserve the right to refuse or disallow them and we are not liable for any costs you incur.

18 Insurance and indemnity

18.1 You must have sufficient public liability insurance for your event as it is your responsibility to indemnify Nottingham Conferences against all claims which may be made unless it is caused through our negligence.
 18.2 It is your responsibility to ensure any third party suppliers connected to your event possess at least £5m public liability insurance.
 18.3 We reserve the right to refuse to accept any booking if evidence of the public liability insurance cover is not produced at least 14 days prior to the event.

19 Limitation of liability

19.1 Our liability for any loss or damage or any consequential loss of any kind which you may suffer as a result of our negligence or failure to act, shall not exceed the total charges set out in this

contract. This excludes any liability for death or personal injury caused by our negligence.

20 Services provided by third party suppliers

20.1 If we arrange for a service provided by a third party, we will only act as your agent and any resulting contract is between you and the person or organisation providing the service.

21 Using our name without permission

21.1 You may not use the University's crest, any part of the University or Nottingham Conferences' name or logo, or any photographs without prior written permission.

22 Value Added Tax (VAT)

22.1 Unless the contract letter states otherwise, all of our charges are exclusive of VAT.

23 Data Protection

23.1 We will retain your data in accordance with the Data Protection Act 1998, so that we can deliver the services you have booked. We will not discuss your booking or pass your details to any other party unless required to do so by law; in order to carry out a credit check if required; or at your request – e.g. when acting as your agent to book third party services.

To confirm this booking, please sign one full copy of the contract and return one original full signed copy for my attention by **Date tba**.

I wish you every success with your event.

Yours sincerely

Name

Sales ...

I have read the terms and conditions as provided above and I agree to be bound by them.

Print name:

Signed:

For and on behalf of:

Position:

Date:

For and on behalf of: Nottingham Conferences

Print name:

Signed:

Date:

