

## Terms and Conditions

Thank you for choosing the University of Nottingham (trading as Nottingham Conferences) in which to run your training course/conference/ event. The following terms and conditions will apply to your booking (to the exclusion of any other terms and conditions which you may purport to apply), and you are asked to read them carefully before signing overleaf and returning this form.

### 1. To Secure Your Booking

To confirm your reservation and to ensure that we have the correct information for your course/event, you are requested to return our booking form within 7 days\* as alternatively the space may be released. Bookings remain provisional until this contract is signed by both parties.

### 2. Delegate Numbers

When confirming numbers on the booking form, please ensure that they are realistic in relation to your course/event. The delegate numbers for which you contract will be used as the basis for your final account and will be subject to our cancellation policy as detailed below. We do, however, understand that numbers can reduce and with this in mind we allow for a 10% variance in delegate numbers if notified to us in writing more than 30 days prior to the course/event.

### 3. Cancellations or Amendments

In the unfortunate event that you cancel or reduce your numbers, cancellation fees will be charged in accordance with this clause. We will endeavour to re-sell your space and, if successful, any payments received for such space sold will be taken into account, based on the applied percentage, when calculating your cancellation fee. All cancellations and amendments must be confirmed to us in writing and a cancellation number obtained from the venue. On receipt of this confirmation the notice period becomes effective and excess space will be released for re-sale. Fees for cancellations/reductions in numbers are calculated as detailed below and are based on the total value of the confirmed booking.

Period of notice given before event arrival date:	Cancellation fee:
9-12 Months	20%
6-9 Months	40%
4-6 Months	60%
2-4 Months	80%
1-2 Months	90%
Less than 1 Month	100%

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.

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. We may terminate your booking contract immediately by informing you in writing if:

- i. you fail to comply with any material terms and conditions of your booking
- ii. we reasonably believe that your event may lead to a breach of the peace and is considered by the University of Nottingham 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 reasonably incurred by us in connection with the event.

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 of your party or any of your visitors may suffer.

### 4. Final Confirmation of Attendees

To enable us to organise your event successfully, please send to us your final numbers, delegate rooming list and information on any visitors/guests no later than 7 days prior to the course/event.

### 5. Minimum Numbers

Bookings are accepted subject to the venue's minimum numbers/minimum charge being reached. In the event that the numbers/value reduces below this minimum, the University of Nottingham reserves the right to move the event to a comparable venue.

### 6. Training/Event Rooms and Facilities

Delegate numbers will be taken into consideration when allocating your training/event room. Delegate packages are available daily from 0830 until 1800. Special arrangements may be made for events beginning or ending outside of these hours. We reserve the right to change allocated rooms and advertised facilities at our absolute discretion and, in the event that we are required to make such changes, we shall use all reasonable endeavours to provide comparable alternatives that are suitable for your purpose. We also reserve the right to vary our brochure from time to time. No liability is accepted for any errors or omissions in our brochures.

## 7. Damage

You are responsible for all allocated rooms during the period of the booking. Any damage to the rooms or their contents incurred as a result of the acts, omissions or default on the part of you, your guests, employees, subcontractors or representatives or their guests may result in a charge to remedy such damage. The client, their guests, employees or third party subcontractors will be liable for the cost of repairs carried out as a result of any damage caused to any property or equipment owned by the University of Nottingham by the negligence, wilful act or default of any such person. The University of Nottingham accepts no liability for the loss or damage to any equipment or personal belongings brought onto the property by you, your guests, employees or associated third parties. You must ensure that the client, their guests, employees or third party contractors do not undertake any activities that may bring the University of Nottingham into disrepute and comply with the University's Code of Conduct.

## 8. Liability

So far as is permitted by law the University of Nottingham limits and excludes liability to you, your guests, employees and third party subcontractors as follows;

Any equipment brought to any of the University of Nottingham's premises by you, your guests, employees or third party subcontractors is brought by that person at their own risk and you will indemnify us against all liability arising in connection with the use of the equipment. You and any third party subcontractors employed by you and your guests for the purpose of organising and providing additional external events (such as teambuilding) will be required to comply with all applicable statutory requirements including relevant Health and Safety regulations and to provide liability insurance commensurate with the risks involved, appropriate method statements, risk assessments, licenses and demonstrate additional competency skills required to manage the event, in compliance with relevant Health and Safety Law. The University of Nottingham shall not be responsible for the damage or loss of any merchandise or articles left in any of its premises.

## 9. Statutory Legislation

The University of Nottingham is subject to statutory regulations including, without limitation, Liquor Licensing, Fire Regulations, Health, Safety and Environment. Clients, their employees, their guests and associated third parties must therefore comply with these requirements as may be directed and enforced by the University of Nottingham.

We want to ensure children are protected 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 and your visitors, and must ensure all necessary child protection measures are in place. You should ensure that you and everyone connected with your event complies with our policy on the safeguarding of children, a copy of which is available on request.

## 10. Credit Facilities

All clients of the University of Nottingham are required to establish credit facilities and are requested to complete our application for credit facilities form. Please allow 14 days from receipt for us to process this application. In the event of credit being declined or insufficient time being available to process your application, an interim invoice for all known costs will be raised in advance and such invoice must be paid 30 days prior to the event. Applications for multiple bookings may be subject to additional settlement terms and conditions. Credit facilities are available to Limited/ Public Limited Companies, Registered Trusts/ Charities & Government Bodies only and not to private individuals or partnerships. No credit will be provided on invoices under £100 and for such invoices, only payment by credit card will be accepted.

## 11. Invoicing and Payment

Unless otherwise stated by us, the invoice will be raised on the date of the event and forwarded to you for payment. Payment is required within 14 days of date of invoice. In the event that you wish any of the charges to be settled on your behalf by individual delegates, written notification of this is required 14 days in advance. Any acceptance by us of such proposals is without prejudice to our rights to hold you responsible for the full amount of the invoice and/or cancellation/non-arrival charges. Delegates will be requested to provide a credit card imprint on check-in in order to guarantee payment of any personal expenses not covered by the main account. All rates are quoted exclusive of VAT (unless stated otherwise).

Please note if you pay with a credit card for any conference, event and weddings (deposit and final payment) a transaction fee of 1.5% will be charged. No fee will be charged if you pay with a debit card'

## 12. Late Payment

In the event of you failing to pay your invoices on time we shall be entitled to charge interest on a daily basis from the date of the invoice to the date full payment is made. This shall be in accordance with the Late Payment of Commercial Debts Act 1998 at 8% above base rate (bank of England). In the event of invoices being outstanding for longer than 60 days, we shall be entitled to cancel all your outstanding bookings and all outstanding invoices will become immediately due and payable.

## 13. Use of Grounds

Any on-site external or internal teambuilding or other similar activities require the authorisation of the Management at the time of booking and additional insurance liability and Health and Safety documentation may be required. No alcohol, food or beverage may be brought into the venue or grounds by or on behalf of the client or any guests for consumption on the premises unless the prior written consent has been obtained, for which a charge may be made.

**14. Termination**

In the event that you become bankrupt, cease to trade, have a receiver appointed or make any voluntary arrangement with your creditors, we shall be entitled to immediately terminate this contract by giving notice in writing to you or your representative(s).

**15. General**

No failure or delay by us in exercising any of our rights under this contract shall be deemed to be a waiver of that right. In the event of circumstances beyond our control resulting in us being unable to provide our services, we shall have no liability in respect of any losses or damages arising directly or indirectly from such circumstances. Should the client contract with the University of Nottingham through an agent, the agent acts in that capacity for the client and not the University of Nottingham. The client therefore accepts full responsibility for payment of the account. This contract shall be governed by the laws of England.

**16. Using Our Name**

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

**17. General Data Protection Regulation**

The University of Nottingham will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting or reporting requirements. The University is committed to protecting your personal data and informing you of your rights in relation to that data and is registered as a Data Controller with the Information Commissioner's Office (Registration No. Z5654762). One of our responsibilities as a data controller is to be transparent in our processing of your personal data and to tell you about the different ways in which we collect and use your personal data. The University will process your personal data in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 and this privacy notice is issued in accordance with the GDPR Articles 13 and 14. Please visit <https://www.nottingham.ac.uk/utilities/privacy/privacy.aspx> for our Privacy Notices, which explain how we process your personal data and the rights you have with respect to your personal information. Specific information on the purposes for which we process your data and the legal bases for this is available at <https://www.nottingham.ac.uk/utilities/privacy/privacy-information-for-visitors-correspondents-and-prospective-applicants.aspx>. We may update our Privacy Notices at any time.

**All bookings are subject to these terms and conditions which may not be varied without out written agreement.**

**I hereby agree to the Terms and Conditions of Trading.**

<b>On behalf of:</b>	<b>On behalf of: Nottingham Conferences</b>
<b>Authorised Client Signature:</b>	<b>Authorised Venue Signature:</b>
<b>Print Name:</b>	<b>Venue Contact:</b>
<b>Date:</b>	<b>Date:</b>