



## **Event and Conference Booking Terms and Conditions**

**This Contract** is between us and you, not any other person or organisation that you may book rooms, meals or facilities for. Our acceptance of a booking is made solely with you and the booking may not be transferred to an agent or third party without our written agreement. You accept responsibility for paying all charges, including any extra charges, arising under this Contract.

**These Terms and Conditions** will form part of the Contract, together with any other terms stated in the Booking Contract.

**Definitions** 'The College' and 'we' or 'us' and 'our' means St-Edmunds College in the University of Cambridge (being a registered charity with registered charity number 1137454). 'The Client', 'you' and 'your' means the organising body/company and organiser responsible for the commissioning of and payment for the event. The 'Contract' means the agreement between the College and the Client for a specific booking or series of bookings (the 'Event'). The 'Booking Contract' means the booking contract to which these terms and conditions are attached. **The 'Deposit' means an amount equal to 25% of your total booking value.** References to a 'working day' means a day of the week other than a Saturday, Sunday or any day which is a public holiday in England.

### **Confirmation of your booking**

1. Once you let us know that you wish to proceed with your provisional booking, if your booking is acceptable to us, we will write to you and ask that you complete, sign and return the Booking Contract to us within **5 working** days of the date of our letter.
2. The completed Booking Contract must clearly state the accommodation, meals and other facilities, including the numbers that you have booked and must include a clear statement of any other arrangements that have been agreed between you and us.
3. Following our receipt of your completed and signed Booking Contract if your booking remains acceptable to us we will arrange for the completed Booking Contract to be signed on behalf of the College to confirm acceptance of your request for facilities at the Event.
4. The Contract will be formed when the completed Booking Contract has been signed on behalf of the College (and a copy will be provided to you) or, if earlier, when we receive and acknowledge receipt of your Deposit (for those bookings for which a deposit payment is required).
5. If we do not receive your signed Booking Contract within 5 working days of the date of our letter we reserve the right to release your provisional booking for the Event and re-sell the space and facilities held.

### **Reductions and Other Amendments by You**

6. Amendments to numbers and/or arrangements for your Event must be confirmed to us in writing. As the specific details of a booking are established, the value of that booking may increase. From time to time we will issue you with updated estimated costings, setting out the then current value of your booking. You hereby acknowledge and agree that in the event of any cancellation of your booking any supplementary quotations issued to you shall be incorporated into the Contract for the purposes of these terms and conditions.
7. Reduction in the duration or contracted value of the booking shall be subject to the terms for cancellation set out in these terms and conditions.
8. No charges will be made for any reductions in numbers of those attending the Event if such reductions are up to, but do not exceed, **10%** of those stated in the Contract, provided that

we receive from you written notification of such reductions at least 10 working days prior to arrival for the Event.

9. If at any time prior to the Event you notify us of a reduction in numbers of those attending the Event which is more than 10% of those stated in the Contract we will first endeavour to re-sell any facilities and services released to a similar value. In the event that the released facilities and services cannot be re-sold, then any reductions of more than 10% from those stated in the Contract shall be subject to the terms for cancellation set out in these terms and conditions. If we do re-sell any facilities and services we will retain **25%** of the re-sold value as an administration fee.

10. Final numbers, within the terms stated in Clauses 7 and 8, must be notified to us **10 working days** prior to arrival. These will be the minimum number for which you will be charged.

11. Should you make significant changes to the programme for, or the expected numbers attending, this may result in amendments in the applicable rates and/or facilities offered by us.

### **Cancellation by You**

12. (a) In the unfortunate circumstances that you have to cancel or postpone your confirmed booking up to 10 working days prior to the Event, we will endeavour to re-sell the facilities on your behalf. If we do re-sell any facilities and services we will retain **25%** of the re-sold value as an administration fee. Our Cancellation Policy is to charge you, and you agree to pay, a rate of **90%** of the booking value on contracted Day Delegate Rate (DDR), 24 hour Rate, Accommodation, Room Hire and Ancillary Revenue, and **65%** of the booking value on contracted catering and bar/wine/beverage revenue (where this is not part of a DDR or 24 hour rate), being the net income displaced by the cancellation Or postponement.

(b) If you cancel or postpone your confirmed booking less than 10 days prior to your Event. The cancellation charge will be, and you agree to pay, **100%** of your total booking charge.

13. Any cancellation, postponement must be advised to our 'Events Office' in the first instance verbally. We also request that you confirm your intention to cancel or postpone your booking by writing to our 'Events Office'. Contact details for our 'Events Office' will be provided to you with confirmation of your booking.

14. Definitive cancellation charges due, can only be confirmed to you after the intended date of your Event, when we shall reduce the charge by the net income on any alternative business we have been able to secure on your behalf (minus a 20% administration fee). If a Deposit and/or other pre-payments have been made by you in respect of a cancelled or postponed booking, and such amounts are less than or equal to the amount of any cancellation charges due, they shall be non-refundable.

### **Amendments or Cancellation by Us**

15. Should we, for reasons beyond our control, need to make any amendments to your booking, we reserve the right to offer alternative facilities at no additional cost to you.

16. Our acceptance of your booking is on the understanding that circumstances beyond our control may prevent us from meeting our obligations at the relevant time in which case we will not be liable for any loss or damage suffered by you or any third party.

17. In addition to any other rights which the College may have, the College may terminate its contract with the Client if:

(a) the Client fails to provide the College with all information requested by the College (as referred to in paragraph 2 above) at least 10 working days prior to commencement of the Event;

- (b) the Client fails to pay any of our invoices on or before the due date for payment;
- (c) the Client otherwise breaches any term or condition of the Contract and, if the breach is remediable, fails to remedy the breach within 14 days of a written notice from the College requiring the breach to be remedied;
- (d) or if we become aware of any significant alteration in the financial situation of the Client.

#### Charges and Payment

- 18. We will issue you with an invoice for your total booking charge after your Event and you must pay this **invoice in full within 28 days following the date of invoice**.
- 19. Payment must be made in pounds sterling (UK). We reserve the right to pass on any bank charges resulting from exchange of foreign currency payments.
- 20. In the event of payment becoming **overdue**, interest at four percentage points above the base rate for the time being in force of **Barclays Bank plc** at the date when payment became due may be added to your account for each month or part of month that the account remains unpaid.
- 21. We reserve the right to carry out credit checks on you and to withdraw or refuse credit facilities as we feel appropriate. Should a deposit or pre-payment be required for any event, we will specify this in the Contract.
- 22. All accounts are subject to VAT at the prevailing rate at the date of invoicing, unless the Client is exempt in which case the client must comply with all criteria set out in the vat exemption form and return a completed and signed copy of the VAT Exemption Form with their contract in order for the exemption to apply.

#### Arrival and Departure

- 23. The bedroom accommodation at the College is available from 14:00 hrs on the day of arrival, and must be vacated by 10:00 hrs on the day of departure, unless specific alternative arrangements have been agreed by us.
- 24. The meeting rooms are available for the time shown on the Booking Contract. Any extension of such time must be agreed in advance and may incur additional charges.

#### Insurance and Liability

- 25. Our insurance provides public liability cover where we are held liable. You are encouraged to provide your own Insurance to protect you and your Event against cancellation or abandonment with a minimum sum insured based on the anticipated payments to us.
- 26. Nothing in the Contract limits or excludes our liability for personal injury or death caused by our negligence, or for fraud or fraudulent misrepresentation.
- 27. Subject to clause 25, we do not accept any liability for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill or loss or damage of an indirect or consequential nature.
- 28. Subject to clause 25, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract, shall under no circumstances exceed the amount actually paid by you in respect of your booking.
- 29. In no circumstances will we accept any responsibility for the loss or damage to any property including any film, video or audio/visual material, or to motorcars or other vehicles, which may be used by you or any attendees/guests at or in connection with the Event.
- 30. You must reimburse to us the full costs of repairing any damage to our property, contents or grounds caused by you or any of your attendees/guests at the Event. This may include the cost of special cleaning carried out on our behalf by an independent cleaning company.
- 31. We shall not be liable to you for any failure to perform our obligations under the Contract where failure to do so is the result of events beyond our reasonable control, provided that

where a Deposit has been paid we reserve the right to deduct the reasonable costs arising from cancellation of a Booking pursuant this clause 31; and in the event that no deposit has been paid in respect of a Booking cancelled pursuant to this clause then we reserve the right to invoice in respect of unavoidable and/or committed costs incurred in servicing the Booking.

#### Use of the College's intellectual property

- 32. The Client shall not use, or authorise any third party to use, the names, images or logos of the College and/or the University of Cambridge on any publicity materials or press reports in relation to the Event unless the College Management has given its prior written consent. Copies of relevant material must be provided.
- 33. The Client must not display, or authorise any third party to display, in any part of the College or its grounds any signs, posters or promotional material without the prior written consent of the College management.
- 34. The Client shall not invite to the Event, or give access to the Event to, any press, TV, film, radio or other media organisation without the College's prior written permission. All filming must comply with the College's Filming Policy.

#### Force Majeure

- 35. The College will not be liable to the Client, nor deemed in breach of its contract with the Client, if as a result of circumstances beyond the College's reasonable control (an event of 'Force Majeure') the College is unable to provide the facilities for which it has agreed to provide to the Client. Examples of this would include (without limitation):
  - (a) Natural Disasters such as fire; flood; storm; earthquake; disease; and
  - (b) War, terrorism, strikes, failure of utility supply, breakdown of machinery, delays caused by sub-contractors.
- 36. In the event of Force Majeure both parties will be excused from their obligations under the Contract save for the payment of the **25% deposit** which will be retained by the College to cover administration costs up to that point.

#### General

- 37. The College is a Mature College for students who are over 21. Normally it is expected that delegates would be 18 years old or older. Where they are younger please be aware that the College may not be able to accept the booking.
- 38. We must comply with certain licensing and statutory regulations including health, safety and security rules and regulations for the Event. You are required to follow, and ensure that your attendees/guests follow, any instructions which we may give to you in this respect.
- 39. Should any of your delegates behaviour fall below a level of what should be reasonably expected, including smoking onsite, we reserve the right to apply appropriate charges and/or to terminate their/your stay. Should this occur, no monies will be refunded to you and you will be charged and invoiced for the entire cost of that stay notwithstanding such termination. The Head of Domestic Operation decision is final.
- 40. Any exhibition/poster session held as part of your event must be fully agreed with our 'Events Office'.
- 41. We will charge you, and you agree to pay, corkage or equivalent charges for all (pre-agreed) drinks brought onto and consumed on our premises. We will inform you of the relevant rates in advance of the Event. Any drinks brought onto the premises without prior agreement will be subject to clause 39.
- 42. No animals or pets of any kind, other than assistance dogs, are allowed on our premises. You must ensure that all of your attendees/guests are aware of this restriction and comply with it at all times.
- 43. These terms and conditions apply to every provision of Event facilities by the College and all terms and conditions (express or implied) not expressly agreed to in writing by the College are excluded.

- 44.** The Contract constitutes the entire agreement between the College and the Client, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 45.** Each of the College and the Client agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 46.** No variation of the Contract shall be effective unless it is in writing and signed by the authorised representatives of the College and the Client.
- 47.** No failure or delay by the College in exercising any of its rights or remedies provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict later reliance on that or any other right or remedy.
- 48.** The rights and remedies provided under these terms and conditions are in addition to, and not exclusive of, any rights or remedies provided by law.
- 49.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the College and the Client, constitute either of the College or the Client as the agent of the other, or authorise either the College or the Client to make or enter into any commitments for or on behalf of the other.
- 50.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed and construed in all respects according to English law and the College and the Client hereby submit to the exclusive jurisdiction of the English courts.

**PRODUCTION/EVENT MANAGEMENT, ENTERTAINMENT Rooms and facilities booked:**

**51.** It is your responsibility to ensure the suitability of our facilities for your Event requirements. We will not unreasonably prevent access by you to view the site in advance of the Event to check access, dimensions, floor plans, resources, supplies, etc. We will not be responsible for any losses resulting from your omission to conduct an advance site visit or to accurately determine the availability of the services and facilities you require.

**Plans approval:**

**52.** You will be required to submit written proposals in respect of:

- (a)** Stage sets/structures to be erected in any part of the College;
- (b)** The erection, provision or supply of any electrical or other equipment in any part of the College;
- (c)** Any particular requirements e.g. 3 phase electrical supply or audio visual facilities.

**53.** Such proposals must comply with our Fire Safety Management Plan and Health & Safety Policy.

**54.** Your proposal must be received by us at least four weeks before the Event and prior to your making any irrevocable decisions. We will confirm to you in writing those parts of your proposal with which we agree.

**55.** We reserve the right to approve any externally arranged entertainment, services or activities that you have planned and cannot accept liability for any resultant cost.

**Health & Safety and Security:**

**56.** You must carry out Risk Assessments, on the venue/facility and the proposed sets/structures/processes. These must include stipulation of areas of Health and Safety responsibility. Risk Assessments must be approved by us, where appropriate.

**57.** No additional security arrangements will be provided unless stated in the Contract. Such requirements may incur extra cost for which you will be responsible.

**Power Supply:**

**58.** The supply of power in excess of that available as standard in the room(s) must be discussed and agreed with us in advance of the Event.

**59.** Under 'Electricity at Work' regulations, we cannot accept liability for the safety or efficiency of any electrical appliances brought onto our premises. Furthermore, you will be responsible for any damage, howsoever caused, resulting from the use of any equipment or display apparatus introduced into the College by you or your contractor.

**Dry Ice:**

**60.** The use of dry ice and/or smoke machines is not permitted in any area of the College as these will activate the College's fire alarm systems.

**Access:**

**61.** The times stated in the Contract include set-up and breakdown time. No additional time will be available unless separately agreed and for which there may be resultant charges.

**62.** Constant use of the facilities e.g. through the night for set-up or breakdown, is not included unless stipulated in the Contract and may incur additional cost in respect of any extra staff or other resources that may be required.

**63.** Arrival/departure times, unloading and loading arrangements, parking of vehicles during the Event must be agreed with us at least one week prior to the date of the event.

**Damage and Disturbance:**

**64.** We will expect you to restore our property and facilities to the same condition you found it after the completion of your Event.

**65.** You will be held responsible for any damage caused to the fixtures and fittings and the fabric of the building, during the entirety of your Event. You must reimburse to us the cost of repairing any such damage caused by you.

**66.** Any sound emanating from the Event areas must be kept to a volume that does not cause annoyance/inconvenience to other visitors or College users. In the event of a dispute, the College's decision will be final. If requested to do so by the College's Duty Porter, sound volumes must be lowered.

**Licensing:**

**67.** The College holds a Premises Licence which authorises it to hold the following licensable activities – performance of live music, recorded music, dance, entertainment, the service of alcohol and late night refreshments.

**68.** The times and areas of the College that such licensable activities may be conducted are restricted. You must check with us to ensure that you do not operate outside of the licenced times.

**Emergency Procedures:**

**69.** Fire escape signage and firefighting apparatus must not be tampered with or covered in any way.

**70.** Access to emergency exits must be kept clear at all times. Blocking of doorways or exits at any time is prohibited.

**71.** In the event of an emergency, an alarm will sound continuously. During a meal, College staff will instruct guests to evacuate the room using the emergency exits, which are indicated by the green 'running man' signs. During other activities, i.e. after a meal during entertainment, disco etc, an announcement of the need to evacuate using the emergency exits must be made by your Event organiser.

**72.** The assembly areas are in front of Main Reception and on the loan at the side of Norfolk Building..

The College's Duty Porter will issue further instructions.

**73.** Procedures for evacuation are displayed in the bedrooms and meeting rooms, you should familiarise yourself with the emergency exits.

**EVENT CONTENT**

Subject Matter:	
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Formal Speakers:	Yes	No
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Full Names of Speakers and their Company or Organisation:
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Event open to the Public:	Yes	No
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Proposed Publicity & Marketing:
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Are Media Invited:	Yes	No
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Sponsorship of your Event and Details of each Organisation and agreements regarding publicity:
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Will the Event include any activities that may represent a risk to the health and safety of any individual:	Yes	No
In your view, have any of your speakers at the event previously expressed views which may be interpreted as causing controversy, or promoting extreme intolerance of vies to others:	Yes	No

Answering Yes to any of these questions may not lead to a booking being refused but will enable the college to engage with you at early stage to assist you in managing your event.

St-Edmunds College will process your data fairly and lawfully in accordance with the Data Protection Act 2018. Further information is available in the College’s Data Protection Policy and the relevant Data Protection Statements which can be viewed at: <https://www.st-edmunds.cam.ac.uk/data-protection>

**DECLARATION BY ORGANISER:**

I declare that I am duly authorised by the Client to organise an event for it and that I have read the Event booking terms attached and hereby agree, on behalf of the Client, that the Client shall be bound by these Terms if the College accepts this request for facilities.

**SIGNED:**

Name:	
Position:	
Date:	

Please tick the boxes if you are happy to be contacted about future offers and promotions	Email	Phone
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The College hereby accepts the Client’s request for facilities

**SIGNED:**

Name:	
Position:	
Date:	

Please note that in order to comply with the terms and conditions you must return all the final details, menus, dietary requirements and rooming lists no later than 10 working days prior to the Event.

## VAT EXEMPTION DECLARATION

### SUPPLIES OF EDUCATION AND CLOSELY RELATED GOODS AND SERVICES

Contract between St-Edmund's College and Name and address of organisation:

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Function title :	
Date of function :	

In order to determine if the charges resulting from this contract are exempt from Value Added Tax we need to know whether or not your organisation is an "eligible body" and if so, whether the goods and services to be provided by the College are "closely related to supplies of education" provided to your students, trainees, etc.

You are an "eligible body" if you are a:

1. School;
2. UK University, and any college, institution, school or hall of such a University (UK campuses of foreign universities are excluded, but may be eligible under category 6 below);
3. Further and Higher Education Institution (as defined under legislation governing such bodies);
4. Public body, for example a Government Department, Executive Agency, Local Authority and Health Authority;
5. Body which provides the teaching of English as a foreign language but only in so far as the provision relates to the teaching of English as a foreign language;
6. Body not falling within categories 1 to 5 above which:
  - (a) is precluded from distributing and does not distribute any profit it makes; and,
  - (b) applies any profits made from supplies of education towards the continuance or improvement of such supplies.

"Education" is broadly defined as:

"A course or lesson of instruction or study in any subject, whether or not that subject is normally taught in schools, colleges or universities and regardless of where and when it takes place. It includes lectures, educational seminars, conferences and symposia, together with holiday, sporting and recreational courses. It also includes the provision of distance training and associated materials if the student is subject to assessment. In the sports sector, education includes classes that are led and directed, rather than merely supervised with no form of instruction taking place.

"Goods and services closely related to supplies of education"

This relates to goods and services that are for the direct use of students, trainees, conference attendees, etc. and that are necessary for delivering the education to such people. These include accommodation and catering.

#### DECLARATION

I/We declare that:

##### Part A

- \*1) This organisation is not an eligible body.
  - \*2) This organisation is an eligible body under category ( \_\_\_ ) detailed above.
- \* Please delete as applicable

##### Part B ( please complete only if your organisation is an eligible body)

- \*1) The goods and services to be provided by the College under this contract are closely related to supplies of education and are for the direct use of our students, trainees, conference attendees, etc.
  - \*2) The goods and services to be provided by the College under this contract are not closely related to supplies of education and are not for the direct use of our students, trainees, conference attendees, etc.
- \* Please delete as applicable

#### SIGNED:

Name:	
Position:	
Date:	

This statement and declaration reflects information contained in Schedule 9, Group 6 of the VAT Act 1994 . Subsequent changes in the law may affect the tax status of our supply to you.

The College will review all available evidence to check the validity of your declaration. Should we disagree with the basis of your declaration we reserve the right to charge VAT at standard rate on the relevant