

## **Leicester Conferences Terms and Conditions**

The following terms and conditions apply when making a booking with Leicester Conferences (The University of Leicester).

### **1. Making a reservation**

If you are making the booking, you must be over 18 years of age and have the authority to make a reservation on behalf of the organisation you represent. If the Booking Contract, (see paragraph 2 below), is signed by an agent for the client then the agent thereby asserts that he has the full authority of the client to make this agreement and in the event of any breach by the client or agent of any of the terms of this agreement the agent and the client shall be jointly and severally liable to us.

You shall be responsible for the payment of all costs incurred in respect of the facilities and services and for the observance and performance in all respects of the terms and conditions contained herein and in the Booking Contract.

We may agree to you making a provisional booking. Provisional bookings can be cancelled without penalty. If you do not confirm your provisional booking we reserve the right to cancel it but will endeavour to give you 48 hours' notice before doing so. You must confirm within the said 48 hour period if you wish to proceed with the booking, following which we will send you a Booking Contract.

"Working Days" is defined as 9am – 5pm, Monday – Friday, excluding any public holidays.

### **2. Confirming your event**

Your booking will be confirmed once we receive a completed and signed Booking Contract. The Booking Contract will include details of the deposit that may be required. The Booking Contract will state the accommodation, facilities, meals and other services you have booked. We must receive the Booking Contract within 10 Working Days of it being sent to you otherwise we may, at our sole discretion, cancel the booking. When you confirm your booking you agree to pay all the charges, (plus VAT if applicable) for accommodation, meals and other facilities as set out in the Booking Contract.

### **3. Making a booking more than a year ahead**

If we receive a signed Booking Contract and deposit, (if applicable) one year or more in advance of the event, we may need to increase the charges. If the additional charges that apply at the date of the event increase the total amount payable by more than the then current Retail Price index, you have the right to cancel the booking without charge provided you inform us in writing within 2 weeks of being notified of the increased charges. If VAT applies, it will be charged at the rate applicable at the date of the invoice.

### **4. Altering your booking**

- 4.1 Details of any alterations you wish to make to your booking, (e.g. requiring additional facilities, meals, accommodation or any other services), must be provided in writing and sent to us no later

than 10 working days before the scheduled event. We will use our reasonable endeavours to make the changes but cannot guarantee we will be able to do so and will accept no liability in those circumstances. Any additional costs that result from the alterations will be added to your booking.

- 4.2 If you wish to make substantial changes to your booking, we will send you a revised Booking Contract which you must sign and return. This will replace any Booking Contract previously signed.
- 4.3 If you alter or cancel your booking in whole or in part, clause 5 below will apply.
- 4.4 We may alter the meeting rooms, dining facilities and bedrooms allocated to you. There will be no extra charge to you should that happen.

## **5. Cancellation of a confirmed booking by you**

- 5.1 Should you cancel your booking more than a year before the start date of your event, you will not be charged. Should you wish to cancel part of your booking, you will not be charged for the reduction but we reserve the right to move your event to facilities that suit the reduced size of event.
- 5.2 If you wish to cancel or postpone a booking or reduce the number of delegates for whom you have agreed to pay any charges, you must do so in writing and send the cancellation notice to [conferences@le.ac.uk](mailto:conferences@le.ac.uk). Unless you notify us in writing of any cancellation, postponement or reduction 12 months or more before the date of the event, you will be liable to pay some or all of the charges set out in the Booking Contract including any charges agreed over and above the contracted rate, whether or not all services and/or facilities are used. Cancellation charges will include any deposit paid.
- 5.3 In the event of a cancellation, we will endeavour to re-sell the venue and the other services for the dates in question; however, you will be liable for any losses and costs we incur because of the cancellation, postponement, reduction or efforts to re-sell, whether or not we are able to re-sell the venue and related services.
- 5.4 Where notice of cancellation is provided, the following charges will apply:

Over 12 months' notice:	No charge (deposit refunded)
Between 12 weeks and 12 months	No Charge (deposit retained)
Between 12 and 8 weeks	25% of total contracted charges
Between 6 and 8 weeks	50% of total contracted charges
Between 2 and 6 weeks	25% of total contracted charges
Between 2 weeks and 49 hours	90% of total contracted charges
Less than 48 hours or no show	100% of total charges

- 5.5 We will treat any changes you make to dates for accommodation, or times of room hire or meals as a cancellation and the charges set out above will apply.

## **6. Cancellation by us**

- 6.1 We reserve the right to cancel a reservation at any time and refund any deposit paid if it is deemed appropriate or necessary. We shall not be liable for any loss sustained or inconvenience caused as a result of, or in any way arising out of the cancellation.
- 6.2 Without prejudice to our right to cancel a reservation, we may offer you alternative facilities to those originally booked in circumstances where:
- 6.2.1 you can no longer guarantee the contracted number of delegates;
- 6.2.2 you wish to increase the contracted number of delegates.

## **7. Final details we require**

- 7.1 You must confirm final details of timings, menus and any special food requirements in writing no less than 10 working days prior to the scheduled start of the event, otherwise we will decide what should be supplied will and charge you accordingly.
- 7.2 Where your event has residential guests, we will send you a template to complete which should be returned to us no later than 10 working days prior to your event.

## **8. Payments**

- 8.1 Unless we have asked you to pay a deposit, or to make full payment in advance of the date of the event, you will be invoiced for all charges seven days after the event. The full amount of the invoice must be paid in sterling or your Countries currency, without deduction or set off to the address shown on the invoice within 28 days of the date on the invoice. You will be responsible for paying any bank charges that may be incurred in making the payment. If you do not pay the invoice in full within 28 days, legal action will follow.
- 8.2 We reserve the right at any time to undertake a credit check to make sure you will be able to meet all charges when they fall due. If we are not reasonably satisfied that you will be able to meet the charges, we may, at our sole discretion, cancel the booking unless you pay all of the charges no less than 10 working days in advance of the scheduled start date of the event.
- 8.3 If you are a customer from outside of the UK, we reserve the right to ask for a guarantee of payment from a UK clearing bank and to cancel the booking if the guarantee is not provided within 10 working days of our request. You will have the right to cancel your booking in writing without charge within 10 working days of us telling you of our requirements.
- 8.4 Subject to clause 8.5 below, all invoices will be subject to VAT at the rate applicable at the time of invoicing.
- 8.5 Certain bodies can claim eligible body status and will be exempt from paying VAT. It will be your responsibility to explore your VAT status.

**9. Use of the accommodation**

- 9.1 We will determine the maximum number of people to be accommodated in each meeting or bedroom. This maximum number must not be exceeded. Details can be provided on request prior to commencement of the event.
- 9.2 Unless otherwise agreed, access to bedrooms will not be available until 14.00 hours on the day of the event. All bedrooms must be vacated by 09.30 hours on the day of departure.
- 9.3 No animals or pets of any kind can be brought onto the premises. You must provide no less than 5 working days' notice of any delegates who will have guide or assistance dogs.
- 9.4 You agree that the members of your party, including contractors, employees, workers, agents or others authorised by you to use our premises during your event, shall comply with and be subject to the Ordinances, Regulations and Rules of the University of Leicester, details of which can be made available on request.

**10. Safeguarding**

- 10.1 Where the booking you wish to make may comprise individuals under the age of 18 or adults who are considered vulnerable, it will be your sole responsibility to ensure that all necessary safeguarding measures are in place, including but not limited to undertaking an appropriate risk assessment, ensuring your staff are properly trained and briefed on safeguarding issues and concerns, the appropriate levels of checks on staff and the appropriate level of insurance.

**12. Equipment, facilities and service providers**

- 12.1 We will supply you with a list of the audio visual equipment that can be made available during the event. We require notice of at least one month should you wish to use any such equipment. We will endeavour to provide the equipment you require but cannot guarantee being able to do so in the absence of the requisite notice.
- 12.2 You must not exceed the times allocated for the use of each facility. We reserve the right to charge for the extra time over which you use the premises, facilities or equipment we supply, including the audio visual equipment. If at any time prior to the date of the event, you wish to amend the number of hours reserved, we will endeavour to facilitate such changes.
- 12.3 When, at your request, we arrange for a service to be provided by an external service provider the service provider shall be deemed to be present by your arrangement. You will be responsible for the actions of the service provider.
- 12.4 You will be solely responsible for any fees, costs or expenses charged by the service provider. We reserve the right to charge an administration fee of 30 per cent of the total invoice value for goods and services ordered at your request.
- 12.4 You may provide your own contractor(s) to provide services at the event, such as events management companies, AV companies, etc. but must obtain our prior consent in writing no less than 10 working days before the event. All such companies must be able to provide us with a

copy of their Risk Assessment Mission Statement (RAMS), insurance documents and equipment certification on request.

### **13. Damage and loss of property**

- 13.1 You must notify us immediately if you cause any damage to our property, facilities or equipment. Should a replacement be required, the full charge will be passed onto you. The amount charged will be for a like for like replacement, or the full cost of making good any damage to the property, facilities or equipment.
- 13.2 You will be responsible for ensuring that all rooms you are using are locked when not in use and that your delegates take all valuables with them.
- 13.3 At the end of your event we will dispose of any items left, including paperwork, data sticks and presentations left on our computers.
- 13.4 Personal items will be logged and kept at Reception for 1 month after the first date of the event. Any personal items not claimed within that period will be disposed of. It will be your responsibility to contact Reception regarding any personal items you believe may have been left at the venue.

### **14. Behaviour whilst on our premises**

- 14.1 You must ensure that your delegates and invitees do not cause a nuisance or unreasonable disruption to our premises, employees, agents or workers.
- 14.2 By signing the Booking Contract, you are agreeing to these terms and conditions and our policies on equality and diversity, freedom of speech, gender segregation and external speakers which are all available upon request.
- 14.3 You accept that any losses and/or liability suffered/incurred that results from your event, will be paid by you in full. You must therefore ensure you are appropriately insured.

### **15. Indemnity and Insurance**

- 15.1 You shall indemnify us against all claims for loss or damage to our premises and/or other property, where such loss or damage is caused by or results from your actions or omissions or those of your delegates or invitees.
- 15.2 You are recommended to obtain appropriate and adequate insurance from a reputable insurance company in respect of the above liabilities. You will be required to produce a copy of the policy or satisfactory evidence as to the existence of the policy, no less than 10 working days prior to commencement of the event.

### **16. Disclaimer**

- 16.1 We shall not accept any liability in respect of death or personal injury unless it is shown that the death or personal injury was due to our negligence or the negligence of our employees, agents or workers.

16.2 We do not accept liability in respect of loss or damage to any property brought onto our premises by or on behalf of the you, your delegates, or any others visiting the premises pursuant to your event.

16.3 If the content of your event or activities is not in accordance with our policies or regulations, we reserve the right to cancel the event. In these circumstances, we will accept no liability whatsoever for any liabilities or losses you may incur as a result of the cancellation. Any deposit or fees paid will not be refunded.

16.4 Save for any liability for death or personal injury, our liability for any loss or damages regardless of how caused will be limited to £2000.00.

## **17. Advertising**

17.1 Our premises or trademarks must not be used for any advertising purposes, unless we provide our prior written consent.

## **18. Exhibitions**

Exhibitions can be displayed on our premises. If you wish to erect an exhibition during an event, you must provide the proposed layout for approval at least two calendar months in advance of the event. We may withhold approval or require changes to the proposed plan; should that be the case, you will be notified no less than one calendar month before the event.

## **19. Exclusivity**

Other organisations may be holding events at the same time as yours. For this reason certain facilities and areas, in particular dining facilities, may be used on a shared basis. Should you require private facilities we shall make reasonable efforts to accommodate your request but cannot guarantee being able to comply. If we are able to permit your exclusive use of certain areas or facilities, there may be an extra charge.

## **20. Data protection**

20.1 We shall comply with the requirements of all legislation and regulatory requirements in force in the UK from time to time relating to the use of personal data including, without limitation: (i) the Data Protection Act 2018 ("DPA"), (ii) the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the DPA and/or the GDPR.

20.2 By signing the Booking Contract, you agree to cooperate and do all that is necessary to ensure respect for and give effect to the rights of data subjects under the DPA and the GDPR.

20.3 You are required to ensure that all external contractors hired by you are aware of and comply with this data protection provision. We will not be responsible for any failure on your part to ensure this requirement and will not be responsible for any loss or claims that may flow as a consequence of any failure to so comply, by your contractors. By signing the Booking Contract, you agree to indemnify us against any claims relating to data protection breaches, either by you, your contractors, invitees or your agents.

## 21. Force Majeure

We will not be liable for failure to provide any of the facilities or services where such failure results from events beyond our control including, by the way of example, industrial action, (whether on the part of our employees or otherwise), fire or act of God. Should any such event occur, we shall use our reasonable endeavours to make suitable alternative arrangements, failing which we shall terminate the Booking Contract and refund any deposit you may have paid.

## 22. Assignment

You must shall not assign or otherwise transfer the reservation.

## 23. Entire Contract

- 23.1 The Booking Agreement and these terms and conditions contain the entire and only agreement between us and supersedes any and all previous agreements made between us in relation to the event.
- 23.2 You acknowledge that by entering this agreement you have not relied on any representation, oral or written that is not set out expressly herein and/or in the Booking Contract.
- 23.3 We shall not be liable to you or any of your guests, invitees or delegates by reason of any representation (unless fraudulent) for any indirect, special or consequential loss or damage, costs, expenses or other claim whatsoever caused by our negligence arising from the hosting of the event and our entire liability under or in connection with this agreement shall not exceed £2000. No other terms and conditions do or will relate to this contract.

## 24. Applicable law

24.1 The contract between us will be governed by the laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction over any dispute.

24.2 By signing the Booking Contract you expressly declare that you have read, understood and agree to be bound by the terms set out herein.

### Summary of dates

Cancellation of provisional booking	After 48 hours
Booking contract to be returned	Within 10 working days of issue date
Final details to be sent no later than	10 working days prior to event start date
Residential delegates list to be sent no later than	10 working days prior to event start date
External contractor details to be sent no later than	10 working days prior to event start date
Final payment if not satisfied in ability to pay	10 working days prior to event start date
Right to cancel following request for guarantee from non UK bank.	Within 10 days of our request
Invoice to be settled	28 days from invoice date

