

Conference Services Terms and Conditions

Please read the following terms and conditions carefully as they together with the Booking Form and Event Schedule (both as defined below) constitute the contract between us and set out the contractual terms and conditions for the booking that you have made with us.

1. Parties

The contract is between The Ulster University and you, not any other person or organisation you book rooms, meals or facilities for. You accept sole responsibility for paying all charges, including any extra charges arising under this contract. You may not assign or novate your rights under this contract to any other person or organisation whatsoever.

2. Definitions

- 2.1 'Booking Deposit' has the meaning set out in clause 3.1.6 below.
- 2.2 'Booking Form' means the booking form provided by us and completed by You in accordance with clause 3.1 below.
- 2.3 'Contract' means the agreement between Us and You as set out in these Terms and Conditions, the Booking Form and the Event Schedule. In the event of any inconsistency between the terms of the Booking Form and these Terms and Conditions, these Terms and Conditions shall take precedence.
- 2.4 'Event' means Your function, event or series of Events to be held at Our facilities in accordance with this Contract.
- 2.5 'Event Schedule' means the completed schedule in a form prescribed by Us from time to time to include (but not limited to) details of the meals, facilities and other arrangements that have been booked by you.
- 2.6 'We', 'Our', 'Us', the 'University' means the Ulster University, its faculties, departments and any institutions, companies and property owned by the University.
- 2.7 'You', 'Your' means you, the organising body, company or person responsible for the event / series of event and your delegates, employees, agents and invitees

3. Confirming your booking

- 3.1 The Ulster University will confirm Your booking upon receipt from you of a signed and completed booking form ('**Booking Form**') in the University's

standard form as issued to You by US accompanied by the following items which must be satisfactory to the University:

- 3.1.1 the required deposit in accordance with clause 3.1.6 below;
- 3.1.2 a completed Event Schedule;
- 3.1.3 a copy of Your relevant insurance policies (maintained and up-to-date) which would be required in the normal course for an event similar to Your Event and in addition those required pursuant to clause 19 below;
- 3.1.4 Your risk assessment for Your Event; and
- 3.1.5 where young persons under the age of 17 or vulnerable adults are attending your event, a copy of your relevant protection policy and procedures.
- 3.1.6 a non-refundable deposit equivalent to 25% of the total charge for your booking as notified by Us to You ("**Booking Deposit**").

The University may at its sole discretion refuse to accept any booking in which case you shall not be charged a Booking Deposit / the Booking Deposit shall be returned to you.

- 3.2 By signing and completing the Booking Form you thereby agree to pay all the charges for the Event, meals and other facilities as set out on the Event Schedule, subject to cancellation or variation thereto strictly in accordance with this Contract.
- 3.3 No Booking Form or Contract between the University and You shall be completed or accepted until you have complied with the provisions of this clause 3 to the satisfaction of the University and the University has confirmed that it has accepted the booking for Your Event.

4. Making a booking more than 12 months ahead

- 4.1 We reserve the right to vary Our rates (including as set out in the Booking Form) from time to time at our sole discretion.
- 4.2 Subject to clause 4.1, we hereby confirm that we shall not change the rates quoted in Your Booking Form if the booking is made and confirmed in accordance with clause 3 above within 12 months of the commencement of the Event.
- 4.3 However, if Your booking for an Event is confirmed in accordance with clause 3 above in excess of 12 months before the date of the Event, then upon a price increase in accordance with clause 4.1, we shall notify you in writing of the increased prices as soon as reasonably possible and you shall be entitled within 14 days of the date of such notice to cancel Your booking without charge and provided that you cancel within this 14 day period, then we shall return to You any advance payments made by you pursuant to clause 5.1 or 6.1 below together with Your Booking Deposit. If we do not receive notice of cancellation from you within this 14 day period you shall be deemed to have accepted the price variations

5. Payment

- 5.1 As stated in clause 3.1.6 above you must pay a non-refundable deposit (with the exception of 4.3 above) of 25% of the total booking charge

for Your Event at the time of booking. In addition you may make additional advance payments prior to the date of Your Event.

5.2 We will invoice You for all charges, less any deposit paid pursuant to clause 3.1.6 above or any advance payments made pursuant to clauses 5.1 or 6.1, approximately seven days after the Event. You must pay in sterling, to the address shown on the invoice, within 30 days of the date of the invoice. You will pay any bank charges involved in making the payment. If You do not pay the invoice in full within 30 days, We will charge you interest on the amount outstanding at 3% above Bank of England base rate from time to time. Charges may include charges for any loss or damage whatsoever incurred by the University as a result of the actions of You or any member of Your party and for any additional goods or services supplied in addition to those detailed on the Booking Form.

6. Due Diligence - Credit Checks

6.1 If at any time We are not reasonably satisfied that You will be able to meet the charges due to us in respect of your Event, We will notify you as soon as reasonably possible. In such circumstances if we form such an opinion:

6.1.1 before confirmation of Your booking in accordance with clause 3, then at our sole discretion:

we may ask you to make an advance payment to Us in respect of the Event or to pay an increased Booking Deposit to Us in order to secure Your booking with Us; or

6.1.2 after confirmation of Your booking in accordance with clause 3, then at our sole discretion we may cancel your booking unless you pay to Us an advance payment; and

in each case the University shall at its sole discretion specify the amount of increased Booking Deposit or advance payment to be made and the time for payment of same.

6.2 In the event that you cannot accept our requirements for an increased Booking Deposit or advance payment pursuant to clause 6.2 above, then You will have the right to withdraw or cancel Your booking without charge within 14 days of us notifying You of the requirement and we shall refund any Booking Deposit or advance payments paid by You provided that you serve such notice within the stipulated 14 day period.

6.3 In the event that you proceed with the Event We will set off any deposit or advance payment against the final charges for the Event.

6.4 You may not vary or cancel your booking except otherwise than in accordance with this Contract.

7. Bank guarantees

7.1 Without prejudice to our rights pursuant to clause 6, We reserve the right to ask for a guarantee of payment from a UK bank.

7.2 If We do not receive the guarantee requested pursuant to clause 7.1 within 30 days from the date of request then We may cancel Your booking, in which

case you shall not be charged a Booking Deposit or if already paid the Booking Deposit shall be returned to you.

7.3 In the event that You are of the opinion that our requirement for a bank guarantee is unreasonable in the circumstances, then You may withdraw your booking without charge within seven days of Us notifying You of Our requirement.

It is your responsibility to ensure that all overseas delegates hold the correct visas and authorities' to enter the UK.

8. Altering your booking

8.1 If you need to alter or amend your booking, you must let Us know in writing as soon as possible in order to confirm whether We can accommodate the revised arrangements.

8.2 If We are able to accommodate the revised booking We will send You a new Booking Form to sign, including any revised charges (if applicable). The revised Booking Form will set out the meals and other facilities which you have booked and agreed with the Ulster University and details of any extra facilities which The University may have agreed. Each new Booking Form issued, signed and received will replace any previous Booking Form. Significant changes in numbers or facilities required may result in an additional deposit being required in order to secure the additional resources requested by You.

8.3 Until We received a signed and completed revised Booking Form from You (together with any increase of the Booking Deposit if required), the original Booking Form shall remain in place in all respects.

9. Cancelling part of your booking

9.1 We understand it can be difficult to predict numbers so you may need to cancel part of your booking. Any such part cancellations must be strictly in accordance with this clause 9.

9.2 You may cancel up to 10% of the total Contract value as stated in the original Booking Form without charge, provided that you notify the University in writing at least 14 days before the Event.

9.3 If you need to cancel more than 10% of the total Contract value as stated in the original Booking Form or if you fail to provide the required 14 days prior written notice as specified in clause 9.2, then you must notify the University's Conference Services as soon as possible and in any event no later than 24 hours before the Event, and You must pay a reduced charge of 90% of the total Contract Value as stated in the original Booking Form.

10. Giving us the final details

10.1 You must confirm final numbers, timings, menus and any special food requirements 14 days before the Event. If you do not do this, we will decide what we should supply and charge accordingly.

11. Changes or cancellations by us

11.1 We have the right to 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 alternative arrangements. We cannot accept responsibility if we cannot provide food, drinks or services because of industrial action, terrorist activity or act of God or any other cause which was beyond our reasonable control.

11.2 We shall have the right to terminate Your booking with Us immediately on notice in writing to You if we reasonably believe that:

- You intend to use the University conference centre and/or any other University premises for any purpose other than the Event; or
- 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
- 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.

11.3 If We alter or cancel any booking in accordance with this clause 11, we will not be liable for any direct, indirect or consequential loss, damage or claim of any nature whatsoever incurred by You.

12. Public Admissions to University Premises

12.1 Only activities that are deemed compatible with the University's Charter and Statutes and consistent with the objects of the University as a place of teaching, learning and research will be permitted to take place on University premises. The University reserves the right to refuse to accept any booking.

12.2 It is your responsibility to ensure that all overseas delegates hold the correct visas and authorities' to enter the UK.

13. Animals and pets

13.1 Please make sure that the members of your party know that no animals or pets of any kind, except guide dogs for the blind, are allowed on University premises.

14. Food and drink

14.1 We work out our charges on the basis that we will provide all food and drinks that you and your party need. You, or any member of your party, must not bring food or drinks onto any University premises to eat or drink here without our agreement. If we agree we will charge corkage or equivalent charges for all drinks or food brought in and consumed.

15. Behaviour on our premises

- 15.1 You must make sure that You, members of your party, your agents and anyone visiting you at the University behave in such a way that they do not cause a nuisance or unreasonable disruption to the University, its members, students or employees, or to any other visitor to the University.
- 15.2 You shall be responsible for the behaviour of all members of your party, and you shall ensure they do not undertake any activities that may bring the University into disrepute, comply with all licensing, statutory, health and safety requirements and other such matters or instructions issued under them and at all times comply with the instructions of the University Security Service.
- 15.3 You and your party must 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 including fire safety and evacuation procedures
 - freedom of expression
 - child protection and vulnerable adults policy and supervision requirements
 - Users of specialist facilities such as sports should ensure that participants comply with the rules and regulations policies and codes of practice of their sport.
- 15.4 The facilities and the University premises must be treated with care and respect, You and your party must 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. It is essential that noise levels are kept to a minimum especially between the hours of 10.30pm and 8.00am.
- 15.5 You shall ensure your party 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 the staff, students or visitors to the University.
- 15.6 If You or any of your party do not behave in an appropriate manner we may exclude them or any member of your group from University premises and/or terminate the Event in whole or in part immediately.
- 15.7 We shall not be liable if we exclude any person or persons or terminate the Event in whole or part pursuant to this clause 15 in any manner whatsoever and You shall not be entitled to a refund or reduction.
- 15.8 The University will not be liable to You 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.
- 15.9 You agree to pay the University on an indemnity basis for any loss or liability of any kind to any person which results from you or any member of your party failing to obey any University Ordinance, Regulation or Rule.
- 16. Services provided by someone outside the University**

16.1 If you ask the University's Conference Services to arrange for a service provided by any person or organisation outside the University, The University will only act as an agent for you without accepting any liability whatsoever. Any resulting contract is between you and the person or organisation providing the service.

16.2 You must inform us what entertainment, services or activities that you have arranged for Your Event (if any).

16.3 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.

17. Loss and damage to property

17.1 You will be liable for the costs of repairing, replacing or making good any damage or soiling.

17.2 We will take all reasonable steps to ensure that You and your party and their belongings are safe. However you are solely 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 at all times.

17.3 Neither the University nor its 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.

17.4 Charges will be made for loss or non-return of room keys and these charges may, at the absolute discretion of the University, include replacement of locks for security reasons.

18. Using the University's name without permission

You may not use:

- * the name 'Ulster University';
- * the University's crest;
- * the name or logo of any of the University's departments or institutes; or
- * any photographs of any part of the University;

without written permission from The Ulster University.

19. Insurance and indemnity

19.1 You shall 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. 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 to a minimum cover of £5 million. We reserve the right to refuse to accept any booking if evidence that the insurance cover referred to above is not produced at the time of booking.

19.2 The University does not accept any responsibility or liability in respect of loss or damage to any property or equipment bought on to University premises by You or on Your behalf.

19.3 Your attention is drawn to the fact that the type of insurance cover required to cover Your liability for the Event is highly specialist and is not covered by most conventional policies. Therefore You should seek advice from their own insurance agent/broker with regard to the appropriate policies to put in place for the Event and required pursuant to clause 3 above.

20. Signature of Booking Form

20.1 By signing the Booking Form You hereby accept the terms and conditions set out above and the Contract and warrant that You have been duly authorised to legally bind the individual or organisation on whose behalf this booking being made. In the event of an organisation not being incorporated You warrant You have the power to bind members of the organisation jointly and severally as agents, failing which you accept personal liability under the Contract hereby entered into.