

Terms & Conditions (Fielder Centre)

The terms below will apply to your booking. Please read them carefully and let us know if you have any questions.

1. The contract

Your booking is with us, UH Ventures Ltd, trading as ConferenceHertfordshire. We are a wholly owned subsidiary company (number 02350584) of the University of Hertfordshire (the "University").

In these terms, "**booking form**" means the accompanying document headed "Booking Form" to which these terms apply, which contains the date(s) and other details of your proposed booking including (as applicable) the venue, meals and/or other services and/or facilities we may agree to provide to you, together with details of the charges that will be payable by you; "**delegates**" means any members of your party including people you or they invite to the venue; "**event**" means the conference, meeting or other event for which you make a booking; "**venue**" means (as applicable) the conference room, meeting room and/or other room(s) or area(s) at our (or the University's) premises where your event is agreed to be held; "**working day**" means a day other than a Saturday, Sunday or public holiday in England; and "**you**" (and "**your**") means the individual, partnership, body corporate, unincorporated association or other organisation or entity identified as the client on the booking form (whether or not having separate legal personality).

2. Provisional booking

We may agree to you making a provisional booking, that is we may agree to "hold" the proposed venue following your initial enquiry. This is at our discretion and is not legally binding on either you or us unless and until a contract is formed in accordance with Clause 3 below. If we agree to a provisional booking, then we will normally hold the venue for up to 5 working days. If we receive a conflicting request for a booking during this period, we will normally contact you to give you a chance to turn your provisional booking into a confirmed booking. You may cancel a provisional booking without charge.

3. Confirming your booking

If you want to make a confirmed booking, we will send a booking form. You should then return to us one copy of the booking form, signed where indicated by you or on your behalf by a person authorised to do so, together with any deposit we may have requested of you. You must do this within 20 working days of the date we send them to you (or within 5 working days if the booking is due to start less than 4 weeks after this date). A legally binding contract is only formed between you and us when we accept your booking by countersigning your signed booking form. We reserve the right to refuse to accept a booking, without giving a reason.

Please ensure before making a booking that the proposed venue meets your requirements. In particular, please do not assume that the venue contains any particular features or facilities (such as air conditioning or dimmer lights) unless we have informed you otherwise.

Please also ensure that we are informed of any special requirements of delegates (for example, relating to any disability which may impede their ability to evacuate the venue in an emergency) when you return your booking form, or if this is not possible then as soon as possible afterwards.

4. Price

By entering into a contract with us, you accept responsibility for paying all charges due to us under the contract, including any extra charges that may become payable after the contract has been entered into.

If not all components of the charges on the booking form are indicated as being final or fixed (for example, because they depend on the final choice of delegates' food and drink), the final charges will be determined either in accordance with the information set out on the booking form (for example, the charge "per head" for different choices of food and drink) or as otherwise agreed with us.

All charges are exclusive of VAT which (if applicable) you must also pay us at the standard rate applicable at the date of your event.

5. Booking more than one year ahead

We reserve the right to increase our charges to you if you book more than one year ahead of the start date of your event. If we do so, we will notify you accordingly, and if you do not then wish to continue with your booking you may cancel it without charge within 20 working days of our notice to you. However, any deposit you may have paid will not be refunded.

6. Deposits

We reserve the right to require you, at the time of booking, to pay a deposit of up to 25% of the total charges shown on the booking form. If we exercise this right, an invoice for this amount will be sent to you with the booking form. If we do not accept your booking, we will return your deposit. Otherwise, all deposits are non-refundable (other than in the circumstances set out in Clause 15) and cannot be transferred to another booking.

7. Other payments

We will send you after the event (normally within 5 working days) an invoice for the charges due to us under our contract with you, including any additional charges that may have arisen after we sent you the booking form.

You must pay these charges in full within 20 working days of the date of our invoice.

You must pay us all charges due in sterling, to the address and/or by the method shown on our invoice (or as otherwise notified to you), and you are responsible for any bank charges involved in making the payment.

We reserve the right to make a charge for any payments made by credit or debit card.

Please note that we may make credit checks on you to satisfy ourselves that you will be able to meet all charges when they fall due.

8. Confirming final details

We require any final details we may have requested of you (such as delegate names, choice of food and drink, etc.), at least 5 working days before the start of your event.

These final details will form the basis of the total charges you will have to pay us. If you do not provide the final details on time, we reserve the right where applicable (without prejudice to our other rights and remedies) to make our own choice based on options we have given you and to charge you accordingly.

If the actual delegate numbers fall beneath the number set out on the booking form, we will still charge you for the number set out on the form.

9. Extra meals or other services/facilities

If, after your booking is confirmed, you ask for extra meals or other services and/or facilities, we will use our reasonable endeavours to provide them, but we cannot guarantee that we will be able to do so. In order to avoid disappointment, you should contact us about possible extra services and/or facilities as soon as possible.

10. Changes to your booking

If, after your booking is confirmed, we subsequently agree to provide you with extra meals or other services and/or facilities, or otherwise amend the terms of your booking, we may issue you with a new booking form showing the revised booking details and charges payable, including where applicable any associated cancellation charges for the previous booking. Once issued by us, this new booking form will replace the previous one. Alternatively, if the changes are only minor ones, we may confirm the changes to you in writing without issuing a new booking form, in which case these agreed changes will form part of our contract with you.

11. Interest on late payments

If you fail to pay any charges due to us in full by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

12. Guarantees (clients based outside the UK)

If you are based outside the UK, we reserve the right at any time to require you to provide a guarantee of payment from a bank within the UK. If we do so, you will have the right to cancel your booking without charge within 5 working days of us notifying you of our requirement for a guarantee. However, any deposit you may have paid will not be refunded. If you do not provide any guarantee by the time required of you, this will constitute a breach of these terms for the purposes of Clause 15.

13. Agency commission

Bookings may be made on your behalf by a recognised events agency. If accepted, we will pay an 8% commission to the agency on the full day delegate rate (DDR) charges set out on the booking form (excluding VAT) – for the avoidance of doubt, no commission is payable on any other charges. Commission is only payable if the event takes place as planned, and you have paid all charges due to us under the contract. It is the responsibility of the agency to invoice us for this commission after the event. Commission is not payable on any cancellation fees.

14. Cancellations and reductions in numbers (by you)

If you want to cancel a confirmed booking, or to reduce the number of delegates for whom you have agreed to pay any charges on a “per head” basis, you must do so in writing and the cancellation charges set out below will apply, less a deduction (to be assessed by us at our sole discretion) in respect of any loss of income that we recover by “re-selling” the venue and/or the other applicable facilities/services for the date(s) in question to another client whom we would not otherwise have been able to accommodate. However, in all cases any deposit you have paid will be non-refundable.

| Number of working days prior to start of event that we receive notice of cancellation/reduction | Proportion of total charges payable to us as cancellation charges |
|--|--|
| more than 40 working days | 0% (but any deposit paid is non-refundable) |
| 40 – 20 working days | 50% |
| 19 - 10 working days | 75% |
| Less than 10 working days | 100% |

Where you are reducing the number of delegates for whom you have agreed to pay any charges on a “per head” basis, the cancellation charges will only apply in respect of the numbers being reduced. However, you will still be liable to pay in full any charges that are not expressed on a “per head” basis (such as the cost of meeting rooms).

We will tell you the exact cancellation charges once we know if we have been able to “re-sell” the venue and/or the other applicable facilities/services as set out above, and you must pay the charges (if not already paid) within 20 working days of the date of our invoice.

If you have already paid the charges for your booking, you agree that the sums held by us may be set off against the cancellation charges set out above.

If you want to postpone a confirmed booking, or re-arrange a confirmed booking for another date, the cancellation charges above will still apply unless we agree (at our sole discretion) to a postponement or rearrangement.

You must pay all charges in full for the venue and for all meals and other services and/or facilities booked and not cancelled, whether or not used.

If you reduce the numbers of delegates for an event, we reserve the right to relocate the booking (including catering) to another suitable space within our (or the University’s) premises, which may be on another of its campuses.

15. Cancellations (by us)

We reserve the right to cancel the booking and terminate our contract with you without any liability to you (other than to refund your deposit and any charges already paid) if:

- We have reasonable grounds to believe that going ahead with the booking might damage our reputation or that of the University; or
- We discover that the purpose or nature of the event differs from what we believed it to be when we accepted the booking (based upon information given, or not given, to us at the time by you or by an agency booking on your behalf); or
- We have reasonable grounds to believe that your use of the venue is likely to result in public disorder or damage to the venue or to other of our (or the University’s) property and/or injury to people; or
- We receive complaints which we believe to be justified about your intended or actual use of the venue; or
- An order is made or a resolution is passed for your winding-up, or an administrator is appointed to manage your affairs, business and property, or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of your assets or undertaking, or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order in respect of you, or you are unable to pay your debts as they fall due; or

- We otherwise become aware of any adverse change in your financial circumstances since when we accepted your booking which gives us reasonable grounds to believe that you may not be able to pay the charges; or
- The circumstances set out in Clause 24 apply.

We also reserve the right to cancel the booking and terminate our contract with you without any liability to you if:

- You are late in making any payment due to us; or
- You are otherwise in breach of any of these terms.

If we cancel the booking and terminate the contract on either of these last two grounds, we reserve the right to claim from you (and/or, as applicable, to retain your deposit and any charges already paid in respect of) any losses and costs we suffer which were reasonably foreseeable to both you and us when the contract was entered into.

16. Animals/pets

No animals or pets of any kind, EXCEPT assistance dogs, are allowed onto our (or the University's) premises. Where possible you should notify us in advance of any assistance dogs which will accompany your delegates so that appropriate room allocations can be made.

17. Smoking

We do not permit smoking in any of our (or the University's) premises.

18. Food and drink not provided by us

We set our charges on the basis that we will provide all food and drink that you and your delegates require. You and your delegates must NOT bring food or drink onto any of our (or the University's) premises for consumption without our prior written agreement. If we do agree to this, we reserve the right to make an additional charge in respect of any such food and drink to cover our loss of revenue.

19. Services/facilities provided by a third party

If you ask us to arrange for a service to be provided by any third party, and if we agree at our discretion to do so, we will only do so as your agent. Any resulting contract for the provision of that service will be entirely separate from our booking contract with you and will be solely between you and the provider of that service. We accept no liability for their performance of the service or for paying for their service and you should take up any complaints with them directly.

We reserve the right not to allow onto our (or the University's) premises any third parties supplying services to you in connection with your event who do not meet our requirements intended to ensure the safety and welfare of property and people.

20. Use of the venue

You may not use the venue for any purpose other than that specified on the booking form or otherwise agreed with us.

You must not, without first obtaining our written consent, cause or permit:

- any interference with the gas or electrical lighting switches, pipes, wires or other installations in the venue (or our, or the University's, other premises);
- any alterations to fixtures or fittings, and/or nails, screws or adhesive devices to be driven into or otherwise affixed to floors, walls or any other part of the venue (or our, or the University's other premises);
- the erection of any platform, stand, screen, banners or decoration in the venue (or our, or the University's, other premises); or
- the use of any loudspeaker system or other equipment within or outside our, or the University's, premises.

You may not, without first obtaining the written consent of Welwyn Hatfield Council, display from any public highway any advertisement, poster, placard, notice board or any other signage relating to your event.

You must ensure that all electrical equipment and wiring which is used or installed during your event (other than that used or installed by us or the University of Hertfordshire) conforms to all applicable laws and regulations, including the Electricity at Work Regulations, and to the standards set by the Institution of Electrical Engineers Regulations for Electrical Installations.

No flammable materials may be brought into the venue (or our, or the University's, other premises) without our prior written permission.

21. Licences

You are responsible for ensuring, at your own expense, that any musician or other performer engaged by you complies with our instructions and also with any applicable laws, regulations and licences relating to their performance.

22. Behaviour

You must not, and you must make sure that your delegates do not, behave in such a way as to cause a nuisance to us or the University, its members, employees or to any other visitor. We reserve the right to require any person who causes such a nuisance to leave the premises immediately.

You must comply with, and you must make sure that your delegates comply with, all of our (and the University's) rules and regulations applicable to your booking, including without limitation those relating to health, safety, welfare and security.

You must also comply with, and must make sure that your delegates comply with, all of our additional reasonable instructions relating to your booking.

It is your responsibility to ensure the maintenance of order throughout the event. You must vacate the venue at the end of the event and you must leave, and must make sure that your delegates leave, the venue in a clean and tidy condition.

23. Use of our name and the University's name

You must not use our name or the University's name or crest (or any other of our, or its, trade marks), or any visual image of the University, on any materials relating to your event without our prior written consent.

24. Events outside our control

Except as set out in this Clause 24, we shall not be in breach of our contract with you nor liable for any failure or delay in performance of any obligations under our contract with you arising from or attributable to acts, events, omissions or accidents beyond our reasonable control ("**Force Majeure Event**"), including but not limited to any of the following: (i) Acts of God, flood, earthquake, windstorm or other natural disaster, (ii) terrorist attack, civil commotion, sit-in or riots, (iii) any law or government order, rule, regulation or direction, or any action taken by a government or public authority, (iv) fire, explosion or accidental damage, (v) adverse weather conditions, (vi) any labour dispute, including but not limited to strikes, industrial action or lockouts, (vii) non-performance by suppliers or subcontractors, (viii) collapse of building structures, failure of plant machinery, machinery, equipment, computers or vehicles, (ix) epidemic or pandemic, and (x) interruption or failure of utility service, including but not limited to electric power, gas or water. If we are subject to a Force Majeure Event that we believe is likely to affect your booking, we shall use every effort to notify you as soon as is reasonably practical, and if we believe we have no alternative but to cancel your booking (in whole or in part) our sole liability to you shall be to refund you any money you have paid in advance towards your cancelled booking.

25. Our liability to you

Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

Subject to the preceding paragraph:

- We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with our contract with you; and
- Our total liability to you under or in connection with our contract with you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total charges payable by you to us under the contract.

We will not be liable for any loss or damage to personal property, or to vehicles or their contents, belonging to you or any of your delegates, unless caused by our negligence.

26. Your liability to us

You will indemnify us and keep us fully indemnified from and against all costs, claims, expenses, demands, charges, liabilities, damages and losses of any description (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) incurred or suffered by us (or the University) arising either directly or indirectly out of or in connection with your use (and/or that of your delegates) of the venue or of our (or the University's) other premises. This indemnity shall not apply to the extent that a claim under it results from our negligence or wilful misconduct.

27. Risk and insurance

It is your responsibility to make sure that the activities covered by your booking are carried out safely. If requested by us, you must provide us, at least 7 working days before the start of your event, with evidence satisfactory to us that you have carried out a full risk assessment in respect of your booking.

We strongly recommend that you obtain appropriate cancellation and other insurance against your potential liabilities to us under our contract with you. We reserve the right to insist that you take out such insurance as a condition of your booking and (if we do so) that you provide us on demand with evidence of such insurance having been taken out to our satisfaction.

28. Anti-Bribery and Anti-Corruption

We (and the University) take our responsibilities in the areas of anti-bribery and anti-corruption very seriously. Accordingly, you must at all times:

- comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- comply with the University's anti-bribery and anti-corruption policies as updated from time to time (current versions of which are available from <http://sitem.herts.ac.uk/secreg/upr/GV12.htm>); and
- promptly report to us any request or demand for any undue financial or other advantage of any kind received by you or by any of your staff in connection with your contract with us (whether before or after the contract was entered into).

Please note that any breach by you of any of these obligations will entitle us to immediately cancel the booking and terminate our contract with you under Clause 15.

29. General

We reserve the right to access, and you agree to permit our staff and contractors to access, the venue at all times.

Any error or omission in any information or document issued by us shall be subject to correction.

You may not transfer any of your rights or obligations under our contract with you to any third party without our prior written consent. We can transfer all or any of our rights and obligations under the contract to the University or to any other third party, but this will not affect your rights under the contract.

If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

Nothing in our contract with you shall create, or be deemed to create, the relationship of principal and agent (other than in the circumstances of Clause 19) or employer and employee or a joint venture or partnership between you and us.

Neither you nor we intend that any term of our contract with you shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

You must pay all our invoiced charges in full without any deduction or withholding (other than any deduction or withholding of tax as required by law), and you shall not be entitled to claim set-off or to counterclaim against us in relation to the payment of the whole or part of any such charges.

Our contract with you shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.