

## Terms & Conditions

This contract is made between us, (UH Hospitality Ltd) and you - not between us, and any other person or organisation on whose behalf you may have booked rooms, meals, facilities or other services. UH Hospitality Ltd trades under the name ConferenceHertfordshire.

When you sign these terms and conditions you accept responsibility for paying all charges, including any extra charges arising under this contract. This contract gives you certain rights but you may not transfer these rights to any other person or organisation.

### 1. Provisional booking

UH Hospitality may agree to you making a provisional booking i.e. holding of the space following initial enquiry. This is at UH Hospitality's discretion and if we agree to do so then we will hold this for 5 working days. If we receive a conflicting booking in this time we will contact you to offer right of first refusal. You may cancel a provisional booking without charge.

### 2. Confirmed booking - the booking contract

Once a provisional booking is confirmed as going ahead, UH Hospitality will send out two copies of this document and two copies of the booking contract for completion. These are to be signed by the authorised person and returned within 5 working days of receipt. When UH Hospitality receive back these items, the booking becomes confirmed upon the basis that you agree to pay all the charges set out in the booking contract. If there are any changes to or cancellation of the booking contract by you, then the relevant cancellation charges will apply in accordance with clause 8 of these conditions.

To secure a confirmed booking, we reserve the right to impose a 25% deposit of all room hire. This payment is to be returned with the signed documentation. We reserve the right to refuse to accept a booking at our discretion without any obligation to provide a reason.

### 3. Payment

An invoice (less any deposit) will be sent within 5 working days of the event and is due for payment 30 days after issue. You must pay UH Hospitality in sterling, to the address shown on the invoice and you are responsible for any bank charges involved in making the payment. If payment of this post event invoice is not received as requested then a reminder will be sent after which the debt will be referred to our collection agency.

We have the right to make a credit check to make sure that you will be able to meet all charges when they fall due.

### 4. Agency Commission

Bookings received through an event agency will be accepted. An 8% commission charge is payable on full delegate rates only, (this does not include bookings made on room hire and catering). The 8% commission charge is payable on confirmed events only and it is the responsibility of the Agent to invoice for this commission post event. This 8% is not deductible from any of the event invoices.

### 5. Making a booking more than a year ahead

We may need to increase our charges if you book more than a year ahead. When you book, you agree to pay our charges for the meals and other facilities set out on the booking contract plus VAT (if this applies) at the current rate. We reserve the right to increase our charges from the figures agreed giving no less than 12 months notice. At that point you may cancel the booking with no further payment being due.

### 6. Final details

UH Hospitality requires final details of delegate numbers and names, meeting rooms and other facilities for the event (the "booking details") 5 working days in advance. These booking details will form the minimum for which you will be charged. If we do not receive the booking details at these times we will decide numbers on the basis of what has already been confirmed and charge accordingly.

## 7. Extra facilities

If you ask for extra meals or other facilities after the final numbers have been agreed, we will use our best efforts to provide them but we cannot guarantee that we will be able to meet your requests. You should contact UH Hospitality about possible increases in numbers as soon as possible.

## 8. Cancellations/Amendments to a booking

Once the booking contract has been signed, all amendments involving a reduction in numbers/facilities will be viewed as cancellations of the booking contract. On receiving an amendment of a confirmed booking, UH Hospitality will issue a new booking contract showing the revised booking details and rates and this will include any associated cancellation charges for the cancelled booking contract. All notification of cancellations, changes in the number of delegates or any change in the duration of the booking for the event must be communicated to UH Hospitality in writing.

If a booking for an event is cancelled after the signed booking contract has been received by UH Hospitality, or if the number of delegates attending is reduced, or if the duration of the event is reduced below those dates set out in the booking contract, the following scale of charges will become payable.

Number of days prior to event	Proportion of total cost for which you are liable
40 – 20 working days notice	50% room hire
19 - 10 working days notice	75% room hire
Less than 10 working days notice	100% room hire

Full payment must be made for all facilities booked and not cancelled whether or not used.

If numbers for an event fall, UH Hospitality reserves the right to relocate the booking to alternative space within the venue as best fits the revised event.

## 9. Termination of the Booking

UH Hospitality may cancel the booking (with a refund where applicable) but otherwise without any liability of whatever description for any loss on your part howsoever arising if:

- The booking might, in the opinion of UH Hospitality prejudice the reputation of the University or if the purpose of the event differs from the description on the booking contract.
- The use of the premises is likely to occasion a potential risk of disorder or damage or injury to person or persons or property
- We receive serious complaints in relation to the use of the premises by you.
- You are more than 30 days in arrears with payments to UH Hospitality in respect of any booking.
- If UH Hospitality becomes aware of any adverse change in your financial situation since the date of the booking contract
- Either party becomes insolvent or subject to a bankruptcy petition or administration order
- Any part of UH Hospitality is closed or otherwise unavailable due to events outside UH Hospitality control
- There is a potential conflict of interest between bookings

## 10. Animals/pets

No animals or pets of any kind, EXCEPT assistance dogs for disabled people are allowed on the University of Hertfordshire premises. Where possible these should be notified in advance so that appropriate measures can be taken.

## 11. Smoking

The University does not permit smoking in any of its premises.

## 12. Food and drink

We work out our charges on the basis that UH Hospitality will provide all food and drink that you or your party require. You or any member of your party must NOT bring food or drink onto any University premises to eat or drink without our agreement. We will make a charge for corkage on any drinks or food brought in and consumed.

## 13. Services/facilities provided by a third party

If you ask us to arrange for a service to be provided by any other person or organisation we will only act as agents for you. Any resulting booking contract for the provision of that service will be entirely separate from our booking contract and will be solely between you and the provider of that service.

## 14. Use of the premises

You may not use the premises for any purpose other than that specified for your booking.

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 on the premises;
- any alterations to fixtures or fittings and nails, screws or adhesive devices to be driven into or otherwise affixed to floors, walls or any other part of the premises;
- the erection of any platform, stand, screen, banners or decoration;
- the use of any loudspeaker system or other equipment outside the 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 the Electricity at Work Regulations 1989 and the 16th edition of the Institution of Electrical Engineers Regulations for Electrical Installations.

You will be responsible for all losses to persons or property caused by electrical equipment and wiring and will indemnify UH Hospitality against all claims which may be made in respect of such losses.

### **15. General provisions**

You are responsible for ensuring that any band or musician employed by you complies at your own expense with statutory requirement and the requirements of the managers at UH Hospitality.

In particular, that applying to copyright, the Local Government (Miscellaneous Provisions) Act 1982, the Theatres Act 1968 and the Cinemas Act 1985. We will provide you with information on this legislation on request.

### **16. Liabilities**

Our maximum liability under these terms and conditions is limited to the charges for your booking. Under no circumstances will UH Hospitality be liable for any economic or consequential loss (or loss of profit).

Other than liability in respect of death or personal injury arising from negligence UH Hospitality does not accept responsibility for any loss or damage to you or your property, nor to any person participating in your event or their property, however caused. All warranties, indemnities and conditions implied by law are excluded to the fullest extent permitted by the law.

UH Hospitality shall not be liable or be deemed to be in breach of any booking contract by reason of any delay in performing, or any failure to perform, any of our obligations under these terms and conditions if the delay or failure was due to any cause beyond our reasonable control

You will indemnify UH Hospitality from and against all costs, claims, expenses, demands, charges, liability or damage of any description incurred or suffered by UH Hospitality arising either directly or indirectly out of the use of the premises including, without limitation:

- cancellation of your booking by you including, without limitation, any reasonable cost or expenses incurred by us in connection with the booking; and
- your negligence or the breach of any of the warranties, undertakings or agreements on your part to be observed or performed by you under the terms of this agreement.

We strongly recommend that you obtain appropriate cancellation and damage insurance.

### **17. Behaviour while at UH Hospitality/Conference Hertfordshire**

- You must make sure that you, members of your party and anyone visiting you, or any members of your party, at the University behave in such a way that they do not cause a nuisance or unreasonable disruption to the University, its members, employees or to any other visitor.
- Should any of your delegates be unable to correct any aspect of poor behaviour or activities unacceptable to UH Hospitality, then UH Hospitality reserve the right to terminate his/her stay immediately. Should this occur, no monies will be refunded to you. The decision of UH Hospitality management is final.
- You agree that you, the members of your party and anyone visiting you at the University will obey the University ordinances, regulations and rules, in particular those governing parking and traffic, general safety in the University, and guidelines regarding meetings and so on, held on the premises.
- UH Hospitality reserves the right to approve any externally arranged entertainment, services or activities that you have arranged and cannot accept any liability for any resulting costs.

- You accept that it is your responsibility to ensure the maintenance of order throughout the period of the event and in particular with regard to the clearing of the premises of people at the end of the event.
- You are responsible for the rooms, furnishings and equipment occupied during your stay at UH Hospitality. Any damage incurred by neglect or default may result in a charge to rectify the damage. If such damage results in seminar rooms from being used whilst damage is made good, then the client will be charged for any revenue lost during this time.
- You are responsible for all injury to any person at UH Hospitality occasioned wholly or in part by the carelessness of your group.
- You should make sure that you are fully insured against all losses or liabilities referred to in this contract. We can supply information about insurance if you ask.

**18. Use of University of Hertfordshire or UH Hospitality or ConferenceHertfordshire name or logo**

You may not use the University's, UH Hospitality's or ConferenceHertfordshire name and logo or crest without consent. Any photographs of any part of the University may not be used without written permission from UH Hospitality.

Signature:

Date:

Print Name:

Event Date:

Event Title:

Company Name: