

Brunel Conference Services Booking Terms & Conditions

Brunel Conference Services acts on behalf of Brunel University London in administrating this agreement.

When making a booking with Brunel Conference Services, it is important that You and we know clearly who is responsible for what.

This contract sets this out.

The following are the terms and conditions of the contract between You..... and Brunel University London.

1. Who is the contract between?

The Contract is between Brunel University London and You, not any other person or organisation for who You book rooms, meals or facilities. You accept responsibility for paying all charges, including any extra charges arising under this contract.

The contract is personal to You and You may not transfer your rights under contract to any other person, or organisation.

2. Provisional Booking

You may make a provisional booking. You will receive Brunel Conference Services terms and conditions with the full details of your booking and associated charges.

Your booking will only be confirmed when you have met the following conditions:

- You have read and understood Brunel Conference Services terms and conditions
- You have checked the booking details are correct and associated charges are acceptable
- You have signed, printed your name and dated the contract and returned the document to Brunel Conference Services

You may cancel a provisional booking without penalty. A provisional booking will be held for a maximum of 14 days after which time we reserve the right to cancel. We will endeavour to contact you to let you know your booking is being cancelled.

3. Confirmed Booking

Your booking will be confirmed when Brunel Conference Services receive an unaltered booking contract based on these terms and conditions which has been signed by You. The booking contract will detail the accommodation, meals and other facilities which You have booked and it will include a clear statement of any other arrangements which have been agreed between You and Brunel Conference Services.

If You orally confirm a booking, you will still be required to send Brunel Conference Services a signed booking contract.

Brunel Conference Services must receive a signed booking contract within 5 working days of Your oral request or we may, at our discretion, cancel the booking.

When You confirm a booking You are agreeing to pay all charges for meeting spaces, accommodation, meals and any additional facilities as set out in the booking contract unless these are changed or cancelled under the terms of clause 8.

Meeting rooms are only available for the time shown on the booking contract. Extensions may be possible but only with our agreement and you may be charged accordingly at our current rates.

4. Deposit

In order to confirm a booking you may be required to pay a deposit of 20% of the total value of your booking. In the event of this being required a deposit invoice will be raised for You to pay. This must be paid within 10 days of date of issue.

5. Advance Bookings (normally more than 6 months)

For advanced bookings it may be necessary for Brunel Conference Services to increase its charges from the figures originally quoted. This may extend to the rate of VAT (if applicable) payable at the time of the event.

Brunel Conference Services will notify You of any such changes to its charges.

6. Altering Your Confirmed Booking

Requests to alter Your booking must be in writing to Brunel Conference Services. We will send You a new booking contract for you to sign and return to us within 14 days so that You know what you have booked and what You are responsible for.

The booking contract will set out the accommodation, meals and other facilities which You have booked and agreed with Brunel Conference Services.

The contract will include details of any extra facilities which You have agreed with Brunel Conference Services and of any other items You have cancelled but must still pay for under clause 8.

Each new booking contract issued by Brunel Conference Services will, when signed by You, supersede any previous booking contract.

7. Your Final Invoice

A final invoice for all charges will be raised post event and is payable within 30 days of date of issue. If a deposit has been paid it will be deducted from Your final invoice. You will be required to pay any related bank charges.

It is the University policy that departments entering into a contract or agreement with a total value of £10,000 (including VAT) and above, or requiring a commercial invoice of £10,000 (including VAT) or above to be issued will require permission from the credit control department before any confirmation of booking is accepted.

Please contact the Conference Department for the process to commence.

Applications for credit will be processed and authorized by the University Credit Control Department.

Please ensure payment is remitted in full equivalent to the amount quoted on the invoice in sterling. The University would not bear any reduction to the principal amount due to banking or exchange rate charges and would remain payable."

December 2015

8. Cancellation of Events

All cancellations must be made in writing to Brunel Conference Services.

Brunel Conference Services will, on receipt of notice of cancellation, make the facility available for re-hire. All cancellations are subject to the following charges:-

Percentage charge of the original booking value will apply

- 90 days (3 months) – 50%
- 60 days (2 months)– 75%
- 30 days (1 month) – 100% Full cost of hire.

Brunel Conference Services accepts no responsibility for any costs or expenditure incurred or sustained by You as a result of Your cancellation of the hire.

9. Giving Us Your Final Details

Your final numbers, timings, menu selection and any special food requirements must be confirmed in writing not less than 7 working days before the scheduled commencement of the event.

If You do not provide this information, Brunel Conference Services will decide on your behalf what it should supply and will charge accordingly.

Food and Beverage Cancellation charges will apply

Beverages: full charge if cancelled within 24 working hours or less.

Food orders: full charge if cancelled 72 working hours or less.

Note: These charges apply to notice periods on weekdays only i.e. cancellation of an order for Monday needs to be notified on the previous Wednesday

10. Changes or Cancellations by Us Because of Events beyond Our Control.

Brunel Conference Services has the right to alter or cancel any booking that it cannot keep for reasons beyond its control.

If this happens, Brunel Conference Services will use all reasonable efforts to offer You an alternative booking. Brunel Conference Services does not accept any liability or responsibility if it cannot provide accommodation, food, drinks or services because of any industrial action or any other cause which is beyond its control.

11. Changes to Room Allocations

To meet the needs of as many customers as possible Brunel Conference Services may alter the meeting rooms, dining rooms or residential accommodation allocated to You. There will be no extra charge if Brunel Conference Services upgrades your room allocation.

12. Extra Meeting Spaces, Accommodation, Meals or Other Facilities

If You request additional meeting spaces, accommodation, meals or other facilities Brunel Conference Services will use all reasonable endeavours to meet the request but cannot be guaranteed. We shall have no liability should we fail to do so.

13. Catering

You, or any member of your party, must not bring food or drink to a function without prior express agreement of Brunel Conference Services.

For bespoke requests, please liaise with your booking coordinator for available options including catering amendments and cancelling conditions.

14. Residential Hire

December 2015

You are requested to appoint a nominated individual to be resident throughout your booking, who will be answerable to, and for, the conduct of the group for the duration of the stay. The rest of the group will be regarded as your guests.

You should ensure that the total number of persons using the accommodation should not exceed that number of people for which it has been agreed and contracted.

15. Arrival and Departure Times

Check in time is 2.00pm unless You have made other specific arrangements with your booking coordinator.

All bedrooms must be vacated by 10.00am on the last day of the booking unless You have made other specific arrangements with your booking coordinator.

It is your responsibility to ensure all room keys are returned on the last day of your stay. You will be liable for a charge for every key not returned.

16. Special Events/Functions - These are usually weddings or residential conferences

Brunel Conference Services will hire out facilities for these types of event. You must adhere to the related Terms and Conditions which will be specified on your booking contract. You must also adhere to all the terms and conditions including the maximum number capacity of your function to avoid termination of contract and/or cancellation of event.

17. Services Provided by an External Contractor

Where possible, Brunel Conference Services may agree to make arrangements to book a service on your behalf with an external contractor. Any resulting contract will remain strictly between You and the external contractor.

Brunel Conference Services will not be responsible for any aspect of the agreement between You and the external contractor. You will be entirely responsible for any payment of fees to the Contractor.

In the event of Brunel Conference Services agreeing to make arrangements to book a service on your behalf with an external contractor an administration fee of up to £75.00 may be applied

Any external contractor will be regarded as one of your guests to You by Brunel Conference Services.

18. External speakers

Please be aware that the University requires advance notice of external speaker names and subject matter in order to gain the appropriate approval.

Failure to provide this information may result in your event being postponed or cancelled.

19. Under 18's

It is Your responsibility to ensure that all relevant information is passed to Brunel Conference Services regarding under 18's on the University's premises. It is Your responsibility to ensure that necessary child protection measures and arrangements are in place for your proposed activity, including, but not limited to:

- (i) Undertaking an appropriate risk assessment.
- (ii) Ensuring that your staff are properly trained and briefed on procedures for dealing with concerns about child protection.
- (iii) Seeking and obtaining appropriate levels of DBS (Disclosure & barring Service) checks on such staff.
- (iv) Ensuring you have appropriate insurance arrangements in place.

The University Safeguarding of Children and Vulnerable Groups Policy will need to be adhered to by all contracting parties and their guests www.brunel.ac.uk/about/administration/policies-and-other-important-documents

20. Behaviour

You must make sure that You, members of your party 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 or employees, or to any other visitors to the University.

You agree that You and your party will comply with the University's Code of Conduct <http://www.brunel.ac.uk/> or will pay Brunel Conference Services for any loss or liability of any kind to any person and/or suffered and/or incurred by the University which results from You, any members of your party or person visiting you at the University failing to obey the University's Code of Conduct.

You should make sure that You are fully insured against all losses or liabilities referred to in this clause.

Brunel Conference Services reserves the right to refuse any booking if you cannot provide proof when requested that You have adequate insurance to cover your liability under this clause.

21. Parking

There is limited day time parking on campus Monday to Friday until 1700hrs.

You are required to display a permit in certain areas on campus or alternatively park in the Pay & Display facility.

If You or any delegates within your party require parking, You must submit your request to Brunel Conference Services 10 days prior to the first day of your event. Your permit(s) will be sent to you or you can arrange collection of permits for you to distribute to the vehicle owner(s) to display on the vehicle's dashboard for inspection.

The vehicle must be parked in designated areas as detailed on the permit in accordance with University regulations. Parking is free of charge but spaces cannot be guaranteed.

<http://www.brunel.ac.uk/about/campus/directions/car-parking>

Brunel University London Campus is private land and drivers who bring their vehicles on to the campus do so at their own risk. Brunel University London accepts no responsibility or liability (whether such liability arises out of contract, tort, statutory duty or otherwise) for any loss or damage that occurs to any vehicle or its contents while the vehicle is on University land, whether with permission or not.

In order to comply with the Health and Safety At Work Act 1974 and other legislation, the University must apply regulations to control the traffic flow and car park to maximize safety on campus.

Enforcement of the University Traffic, Parking and Permit Regulations is by the application of sanctions approved by the University authorities and imposed by the chief operating Officer on behalf of the Vice-Chancellor.

Any exceptions can be discussed with Brunel Conference staff.

22. Wifi

Brunel Conference Services provides complimentary Wifi for all delegates.

In order to provide Wifi, Brunel Conference Services require the forename and surname of the

intended delegate. For delegates under 18 requiring the use of Wifi, Brunel Conference Services will require a parental consent statement from the parent/guardian or responsible adult prior to access being given. On receipt, each delegate will be given a unique code which will allow access to the University's Wifi.

Wifi will only be issued for the duration of stay and will deactivate automatically at the end of your session/event. Wifi log-in details can only be viewed by the person intended for and if shared, access will automatically be withdrawn.

23. Insurance Arrangements

The University shall not be held responsible for any breakdown of machinery, failure of supplying electricity and gas, leakages of water or act of God which may result in facilities or services not being used/available as a consequence of such breakdowns. If any part of this agreement is held by any court or tribunal to be illegal or unenforceable for any reason whatsoever, such ruling shall not affect the remainder of this agreement which shall continue to have effect and be enforceable. In the event of any dispute between parties then this agreement shall be construed and heard under English Law. There is cover under public liability insurance insofar as injuries from a defect of the Premises or of the contents of the building concerned. There is however no cover against injury arising from such actions or negligence by You. You should therefore note that they must accept responsibility for suitable supervision and for taking out adequate insurance cover.

24. Damage/Loss of Property

Whilst the University and Brunel Conference Services use all reasonable endeavours to ensure the safety of all persons and their property on University premises no responsibility is accepted by the University and/or Brunel Conference Services or their servants, agents or representatives for the care of property of any description including money, valuables, luggage, clothing or motor vehicles belonging to You, members of your party, visitors and/or guests save where such loss or damage is caused by a willful and negligent act of such person.

You are responsible for ensuring that all rooms relating to your party are locked when not in use and that all members of your group take all money and valuables with them. You will be fully responsible for all persons and property brought on to the premises during the period of hire and shall indemnify the University from any loss or damage to property of the University. You agree to undertake to pay the cost of making good damage that may occur, whether to buildings, fixtures and fittings, furniture, piano, apparatus, sports ground or otherwise and howsoever caused, by reason of such hiring.

Sundry damage - we ask that no nails, pins, tape etc are used for affixing notices to anywhere other than a dedicated notice board. Surfaces and areas used for displaying notices must be left in a clean and tidy state.

25. Fire Precautions

The University operates a total ban on smoking (including E- cigarettes). Smoking is permitted only in designated open spaces, a minimum of 4 meters from entrances and windows.

Fire precaution notices are distributed in all buildings on the campus. We ask that You instruct your delegates to acquaint themselves with these notices. The University will undertake fire drills periodically. Under no circumstances should Fire Alarms be ignored.

It is Your responsibility to instruct all arriving guests of the fire procedures and evacuation procedures. It is recommended in the case of Residential bookings, You undertake a fire drill within 24 hours of arrival. You should liaise with University staff regarding the arrangements for this.

Deliberate misuse of the fire alarms may attract an immediate penalty of £80 for adults/£40 for minors. We reserve the right to ask you to pay for any damage arising from the deliberate misuse of fire alarms.

26. Force Majeure

Brunel University is excused from fulfilment of parts or the entire contract as a result of irresistible compulsion, coercion diplomatically recognised as irresistible; war, strike, act of terrorism or act of God etc.

- a) Neither You nor the University shall be under any liability to the other for total or partial failure to perform its obligations hereunder during any period in which such performance is prevented by circumstances beyond its reasonable control (including failure by contractors or subcontractors due to such circumstances as are referred to in this clause).
- b) Without prejudice to the generality of this clause the following shall be regarded as such circumstances:-
 - Acts of God, explosions, flood lightning, tempest fire or accident.
 - War hostilities (whether war declared or not), invasion, act of foreign enemies.
 - Rebellion, revolution, insurrection, military or usurped power or civil war.
 - Riot, civil, commotion, major act of terrorism or disorder.
 - Acts, restrictions, regulations, by-laws, refusal to grant any licenses or permissions, prohibitions or measures of any kind on the part of any governmental authority.
 - Strikes, lockouts or other industrial actions or trade disputes of whatever nature.
 - Material changes to travel plans caused by any of the above, or by outbreaks or suspicion of infectious diseases.

24. General

You shall not sub-let the Premises without prior agreement of the University.

The University reserves the right of entry to the Premises by its servants, agents or authorised officers of the University.

You will be responsible for ensuring that persons brought to any part of the Premises comply with Licensing and other statutory requirements to which the University and its servants or agents are subject.

The *Prevent* duty places a requirement on the University to ensure that events which take place on its premises are in line with the Counter-Terrorism and Security Act 2015. The University balances its legal duties in terms of both ensuring freedom of speech and academic freedom as well as protecting the welfare of its students and staff. Should the University feel there is a significant risk arising from the Prevent duty when planning an event and the risk cannot be mitigated, caution may be exercised and the proposed event may not be allowed to proceed.

YOU shall not offer, or give, or agree to give, any person employed by the University any gift or consideration of any kind as an inducement or reward for doing, or for bearing to do, or having done, or for bearing to do any act in relation to the obtaining or performance of this agreement. In the event of the commission of any offence by You under the Bribery Act 2010 relation to this Agreement, the University may terminate this Agreement immediately by notice in writing to You. The decision of the University shall be final and conclusive in any dispute, difference or question arising in respect of the interpretation of this clause or the right of the University under this clause to terminate this Agreement.

Brunel Conference Services reserves the right to amend/change their terms and conditions to align with business needs without prior notice.

December 2015

I/We, the undersigned, agree to abide and observe the conditions imposed by Brunel Conference Services, on behalf of Brunel University London as set out in the preceding document.

Signed.....

Print Name.....

Date.....