

CONFERENCE AND EVENTS TERMS AND CONDITIONS  
(‘Terms and Conditions’)

## 1. DEFINITIONS & INTERPRETATION

The "Premises" means the property/properties for which a contract is agreed. "We" means Canterbury Christ Church University ("CCCU").

"Booking and Bookings" means any function, conference, summer school, party or other Booking which is being held subject to these terms and conditions.

"Booking Form" means the form prescribed by us and signed by you setting out, amongst other things, the services you require, the dates you require us to supply these and the prices. This document is your offer to contract with us.

The "Client" and "You" means the organiser or organising body or company responsible for commissioning of and payment for the Booking.

"Contract" means the agreement between CCCU and the Client for a Booking or series of Bookings. These Terms & Conditions will form part of the Contract, together with the Booking Form and any other terms stated in the Contract. The Contract will commence once we give our unconditional written confirmation of our agreement to your Booking. We would like to draw your attention specifically to Clause 6 of these terms relating to cancellation by the Client.

"Deposit" means a non-refundable payment for the sum specified in the Booking Form required to secure your Booking.

"Force Majeure Event" means any act or event beyond either party's reasonable control, including without limitation any of the following: (i) acts of God, flood, earthquake, windstorm, or other natural disaster, (ii) terrorist attack, civil war, civil commotion, student sit-ins or riots, (iii) any law or governmental 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 strikes, industrial action or lockouts, (vii) non-performance by suppliers, (viii) non-performance by subcontractors, postponement or cancellation of conferences or other events but not where this arises from or is connected in any way with the Covid-19 Virus or any mutation arising directly from the same, (ix) collapse of building structures, failure of plant

machinery, machinery, equipment, computers or vehicles, (x) interruption or failure of utility service, including electric power, gas or water, or of public or private telecommunications networks or (xi) epidemic, pandemic which, for the avoidance of doubt, excludes any epidemic or pandemic arising from or connected in any way with the Covid-19 Virus, otherwise known as the Coronavirus, (the 'Virus') or any mutation arising directly from the same ('Mutation Virus') which is dealt with separately at clause 19.5.

"Risk Assessment", an assessment by the Client through its risk management process relating to the Booking, the guests staying at the Premises and the activities being carried out at the Premises and level of risk identified.

"Services" the services you require us to provide as specified in the Booking Form.

"Working Day" means 09.00 – 17.00 Monday to Friday excluding Public Holidays in England.

## 2. CONTRACT

In order to secure your Booking a signed Booking Form and Deposit must be returned to us. There will be no Contract and we will not be legally bound to supply the Services until we have acknowledged your Booking Form and Deposit and provided written confirmation of our agreement to provide the Services in the Booking Form. Your contract with us will consist of the Booking Form; these Terms and Conditions and any other Schedule and Appendices agreed between you and us.

For organisations who are exempt from paying VAT, the VAT exemption form within this Booking Form will need to be completed. VAT exempt prices will not be charged if the VAT exemption form is not completed when this Booking Form is returned.

## 3. PAYMENT

Payment shall be by BACS transfer, or such credit cards as are recognised by CCCU.

Payment of a non-refundable Deposit as specified in your Booking Form must be paid on receipt of an invoice. Failure to return the Booking Form and pay the Deposit on time

will mean no contract is in place and you will not have secured your Booking with us.

#### **b) Special Events**

Any additional special events that may be booked with or through CCCU will be contracted separately to this Booking. You will be required to complete and return a separate Booking Form and Deposit, unless otherwise agreed in writing with us.

### **4. PRICES / INVOICING**

All prices are quoted exclusive of VAT at Standard Rate or exempt from VAT where applicable.

#### **a) Invoices**

All invoices will be submitted prior to the Arrival Date. Payment is due 30 days from the date of the invoice, or at least 14 days before the Arrival Date, whichever is the earliest. All aspects of the Booking will be included in the pre-invoicing process.

Where credit facilities have been provided, an invoice listing the full charges (less the Deposit) for accommodation booked plus any charges for lost property (i.e. room keys) or damages or additional facilities or services requested during the event will be issued following the event / stay.

#### **b) Outstanding Invoices**

CCCU reserves the right to charge interest on overdue accounts at 2% above Lloyds TSB Bank's Base Rate and to take legal action where necessary to recover the debt.

### **5. CONFIRMATION OF FINAL CHARGEABLE NUMBERS**

#### **a) Confirmation and Amendments by the Client**

##### **Accommodation, classrooms, and social space**

The number of accommodation rooms, classrooms and any social space required shall be notified at the time of the Client submitting the Booking Form. Any reduction to this total will be subject to the cancellation policy in clause 6. Any request for an increase will be subject to availability, and may be at a higher price. It is understood that guest numbers and names will be confirmed as bookings are taken however all reserved

accommodation as per the contract will be chargeable.

#### **Catering**

Final catering numbers must be confirmed to CCCU two weeks before the Arrival Date and you will be charged according to your confirmed numbers or for 30 guests, whichever is the higher. Any cancellation will be subject to the cancellation terms in clause 6.

#### **b) Confirmation and Amendments by CCCU**

CCCU shall use reasonable endeavours to provide for any increase in numbers but shall have no liability whatsoever for any failure to provide for such increased numbers beyond that specified in your Booking Form. Capacity is controlled by fire and other regulations as well as physical capability.

If for any reason beyond our control, we need to make any amendments to any element of your booking, we reserve the right to offer you suitable alternative accommodation, classrooms, social space, and catering services, whichever is applicable and without any liability.

The size of the classrooms allotted is based on the estimated number of attendees, and in the case of more than a 10% reduction on the estimated number of attendees at the time of notifying the anticipated number of expected guests, we reserve the right to change the allocated teaching space without any liability.

### **6 CANCELLATION**

#### **6.1 Cancellation by the Client**

##### **a) Deposits**

Deposits made to CCCU are non-refundable and in the event of a cancellation by you, will be deducted from the sums due pursuant to our cancellation terms save for cancellation in the event of clauses 18.5 (i) and (ii).

##### **b) Accommodation and Classrooms and Social Space Charges and Cancellations**

All reserved bedrooms, classrooms and social space will be charged for in full unless you give us written notice of cancellation ('Notice') in which case the following cancellation terms apply.

- i) Notice received any time from the Effective Date of Contract up to 16 weeks prior to the Arrival Date will result in you losing your Deposit in full less VAT.
- ii) Notice received any time between 16 – 6 weeks prior to Arrival Date will make you liable for a 75% charge of the total account or cancelled allocation less VAT.
- iii) Notice received 6 weeks or less prior to the Arrival Date will make you liable for 100% charge of the total account less VAT.

Subject to the above, Clients will be charged for accommodation, classrooms and social space booked but not used.

#### **Catering**

#### **Cancellation**

The cost of catering services will be charged in full unless you give us written notice of cancellation ('Notice') in which case the following will apply.

- i) Notice received any time from the Effective Date of Contract up to 10 Working Days of Arrival Date will result in you losing your Deposit in full less VAT.
- ii) Notice received 10 Working Days or less of Arrival Date will result in you being liable for a 100% charge of the total account for catering services less VAT.

### **6.2 3<sup>rd</sup> PARTY SUPPLIERS**

In the event of a cancellation for a function where supplies by a third party have been booked, the Client will be responsible for any charges specified in the cancellation policy by the third-party supplier.

### **6.3 CANCELLATION BY CCCU**

We reserve the right to cancel or amend the Services in your Booking Form and to terminate our Contract with you without any liability to you if you are in breach of any of these terms and conditions or those in the Booking Form. In the event of such cancellation, we reserve the right to retain from any charges you have paid to use for the Services any losses and costs we suffer which were reasonably foreseeable to both you and us when the Contract was entered into.

## **7 LICENSING AND STATUTORY REGULATIONS**

CCCU and functions and conferences within it, are subject to Statutory Regulations including those relating to Health and Safety, fire precautions and entertainment and liquor licensing. All regulations must be strictly observed. The Client, the Client's employees, agents, representatives, guests, or sub-contractors are asked to observe all visible Health and Safety and fire precaution notices and Clients are asked to read fully Health and Safety and fire precaution policies included in the booking information.

The provisions of the Licensing Acts and local regulations must also be observed.

Subject to payment by the Client of any expenses incurred by it, CCCU may on request and at its discretion apply for appropriate Licences but cannot guarantee that these will be granted as required.

## **8 ACCESSIBILITY**

CCCU has a limited number of accessible and ground floor bedrooms across all sites. All requests for accessible rooms should be made at the point of booking. Any requests for accessible rooms made after the point of booking will be considered, but availability cannot be guaranteed at any of our venues.

Lifts are only available at Petros Court in Blocks A, B, D and E. A portage service cannot be offered. If accessibility needs have been notified 48 working hours in advance, a portage service may be offered, subject to availability.

## **9 PERSONAL PROPERTY**

CCCU does not accept responsibility for the personal property of Clients or guests.

Clients shall clear all personal property from the Premises when vacating the accommodation. In the event that any items are left on the Premises, CCCU shall notify the Client and the Client shall arrange for the personal property to be removed. In the event that personal property is not removed within the set timeframe CCCU can dispose of any remaining items as it sees fit without any liability to the Client.

## **10 EQUIPMENT AND STORAGE**

CCCU will assist Clients where reasonably practicable with the storage of equipment. However CCCU does not accept any liability for loss or damage to any item of equipment, stock, or the like. Insurers can be recommended by CCCU to cover any function.

## **11 DAMAGE and LOST / NON-RETURNED KEYS**

The Client shall be responsible for and liable for any damage caused to the allocated rooms or the furnishings, utensils, and equipment therein by any act, omission, default or neglect of the Client, their staff, subcontractors, guests, or visitors. The Client shall pay to CCCU on demand the amount required to make good or remedy any such damage.

Clients are requested not to fix items to the walls, floors, or ceilings.

Any loss, damage, or misuse of or to CCCU Premises will be charged on the final account of the Client.

Loss or non-return of room keys will be charged for in full, which may include the cost of changing locks, which can be expensive.

## **12 CONDUCT & GENERAL BEHAVIOUR**

CCCU has strict policies regarding noise and general behaviour, to ensure that guests and members of the local community are not inconvenienced. Meetings can be taking place in various buildings throughout the day and early evening and may be disrupted by unreasonable noise or boisterous behaviour. It is therefore essential that noise levels be kept to a minimum at all times and, in particular, between the hours of 10.30pm and 8.00am.

Any complaints arising as a result of unreasonable noise or behaviour may result in the offending party being requested to immediately vacate the Premises. Within CCCU's catering areas, groups will similarly be expected to behave in a reasonable manner and to observe the permitted

entitlement of food that may be taken at any meal.

It is the responsibility of the Organisers to ensure that these important conditions are explained in detail to all such groups and in particular to the accompanying adults.

Should any of your group be unable to correct any aspect of poor behaviour or activities unacceptable to us, we reserve the right to terminate your stay. Should this occur, no monies will be refunded to you.

## **13 ADVERTISING**

A Booking for any part of CCCU accommodation or grounds does not confer on a Client or their agent any right to use the name of CCCU or CCCU for advertising purposes.

CCCU's name/logo may only be used in publicity, once a proof of the promotional material has been agreed in writing with CCCU. Any Client or his or her agent must obtain the written consent of CCCU before posting advertisements, direct mailing, or seeking media advertising or editorial coverage in the press, on radio or television or of any kind.

CCCU reserves the right to vet, amend or refuse the use of any poster, media statement or advertisement that refers to CCCU, its Premises, grounds, trading activities or any activity or event on CCCU Premises.

Photographs of any part of CCCU must not be used without formal approval.

## **14 NO SMOKING POLICY**

On 1 July 2007 CCCU became smoke free in order to create a cleaner, healthier learning and working environment for everyone; this includes grounds as well as buildings. Smoking will only be permitted in designated areas.

## **15 OFFENSIVE & ILLEGAL PRODUCTS**

CCCU has the right to remove any person from the CCCU grounds deemed to be in possession of an illegal or offensive product. All residents found in possession will be asked to leave the CCCU ground with immediate effect and this will result in loss of all prior payments made to CCCU.

Intoxicating liquor must not be sold, supplied, consumed, or brought onto the CCCU Premises or any part hereof, except with the prior written permission of CCCU.

## **16 CAR PARKING POLICY**

16.1 Parking for Blue Badge holders is available at our Parham, College Road and Petros accommodation sites, however it is only available on a first come first serve basis and availability cannot be guaranteed at any of our venues. There is parking at Pin Hill accommodation, but it is basement location with no lift. Requests for parking need to be made ahead of arrival.

16.2 Other requests for parking permits should be sent in advance to the Conference and Events team who will attempt to accommodate you, although this may not be possible owing to site restrictions. If parking is possible the guest will be issued with an electronic visitor's permit, which must be clearly displayed. Failure to do so could result in a penalty notice being given, as per the parking policy displayed at each venue.

Free parking is available on our campus at weekends, and between 4pm and 8am weekdays without a permit, but availability cannot be guaranteed.

16.3 If coach parking is required, this must be stipulated at the time of booking.

16.4 Vehicles and contents are left on our premises at the owner's risk.

## **17 INSURANCE**

17.1 Loss or damage to Client's property or any third party's property

CCCU do not accept any responsibility or liability in respect of loss or damage to any

property or equipment brought on to our Premises by or on behalf of the you or those staying in the accommodation specified or using the facilities provided. Appropriate insurance cover should be obtained by the you or, where appropriate, you should ensure that appropriate insurance arrangements are in place.

17.2. Damage to property belonging to CCCU or third parties:

The Client shall accept full responsibility for any damage to property belonging to CCCU or third parties and should provide the necessary insurance cover to indemnify CCCU

a) for loss or damage to CCCU Premises and their contents occupied or used during the period of the booking where such loss or damage is caused or occurs as a result of any action or omission of the Client, their servants, contractors, agents or licenses or any member of the group;

b) made by or against the Client, their servants, contractors, agents, or licenses arising from loss or damage to property or bodily injury to the Client, servants, contractors, agents, members of the group or any third parties, except injury, loss or damage caused by the act, default, or negligence of CCCU, its servants, contractors, or agents.

The Clients' attention is drawn to the fact that the type of insurance cover required to cover their liability is highly specialist and is not covered by most conventional policies. You should seek advice from your own insurance agent/broker.

17.3 CCCU is to hold Employers Liability and Public (General) & Products Liability cover.

## **18 LIMITATION OF LIABILITY**

18.1 CCCU do not in any way exclude or limit our liability for:

(i) death or personal injury caused by our negligence;

(ii) fraud or fraudulent misrepresentation; or

(iii) any matter for which it would be illegal or unlawful for us to exclude or limit our liability.

18.2 The following limitations will not apply insofar as any liability may not be excluded under the Unfair Contract Terms Act 1977.

18.3 This Agreement does not affect any rights which we or others may have under the Hotel Proprietors Act 1956 where the Act applies.

18.4 Subject to clause 18.1, we will under no circumstances whatsoever be liable to you, your employees, agents, representatives, guests, or subcontractors or any third party whether in contract, tort (including negligence) breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (i) any loss of profits, sales, business, or revenue;
- (ii) loss or corruption of data, information, or software;
- (iii) loss of business opportunity;
- (iv) loss of anticipated savings;
- (v) loss of goodwill; or
- (vi) any indirect or consequential loss.

#### **18.5 Covid-19 virus (otherwise known as Coronavirus)**

(i) In the event of delay or non-performance of the Booking by CCCU as a result of the Covid-19 virus (Coronavirus) or any mutation of the same then subject to clause 18.1, our total liability to you, in respect of all losses arising under or in connection with the Booking whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in all circumstances be limited to the amount we have received from you under the Booking in respect of that part of the Booking we are unable to perform.

(ii) In the event of delay or non-performance of the Booking by the Client as a direct result of the Covid-19 virus (otherwise known as Coronavirus) and subject to you producing evidence to our satisfaction of this being the case, the cancellation provisions will apply and your

total liability to us, in respect of all losses arising under or in connection with the Booking, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in all circumstances be limited to the amount payable under clause 6.1 shall apply.

(iii) In the event of clause 18.5 (i) or (ii) applying the affected party must contact the other party as soon as reasonably practical (and within at least five (5) days) to notify them.

(iv) In the event of cancellation under clauses 18.5 (i) and (ii) CCCU shall return the Deposit less 10% to the Client within 30 days of the scheduled arrival date.

18.6 Subject to clauses 18.1 and 18.4, our total liability to you in respect of all other losses arising under or in connection with the Booking, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount payable to us by you under the Booking.

18.7 Musical, literary or dramatic works must not be performed without the consent of the owner of the copyright or other similar rights, in such works. The Client will be liable for any infringement of any such rights occurring during the period of hire.

18.8 All exclusions or limitations of liability are separate and severable.

#### **19.1 INDEMNITY**

The Client will fully indemnify CCCU, its employees, agents, representatives, and subcontractors against all claims howsoever by third parties (including the Client's employees, agents, representatives, guests, or subcontractors) or by any such employee, agent, representative, guest or subcontractor in relation to the services provided (save to the extent of the CCCU's liabilities set out in these terms and conditions). For the avoidance of doubt this indemnity extends to all contractual and tortious claims in any part of the world and includes claims in respect of property damage and personal injury or death arising from negligence.

#### **20 FORCE MAJEURE**

20.1 If a Force Majeure Event takes place the affected party must contact the other party as soon as reasonably practical (and within at least five (5) days) to notify them and provide an estimate of when the Force Majeure Event will cease. The affected party must make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of all of its obligations under this contract.

20.2 Neither party shall be, or be deemed to be, in breach of or liable to the other as a result of any delay or failure to perform its obligations under this Contract, in whole or in part, as a result of a Force Majeure Event. If the Force Majeure Event prevents either party from performing any of its obligations under the contract the parties can agree to amend any affected contractual provision necessary to enable the contract to remain in full force and effect. If the Force Majeure Event lasts for more than four (4) weeks either party shall, without limiting its other rights or remedies, have the right to terminate this contract immediately by giving written notice to the other party.

## **21. OTHER IMPORTANT TERMS**

21.1 We may amend these terms and conditions from time to time. Every time you wish to make a Booking please check the current version of the terms and conditions, to ensure that you understand the terms and condition which will apply at that time, as these may have changed from a previous version you have read.

21.2 We may at any time transfer and/or subcontract our rights and obligations under the Booking to another organisation but this will not affect your rights or our obligations under the Booking. You may only transfer your rights or your obligations under the Contract to another person if we agree in writing.

21.3 Each clause and sub-clause of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

21.4 If we fail to insist that you perform any of your obligations under these terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

21.5 The Booking is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21.6 The Booking (including any non-contractual disputes or claims relating to the Booking) shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.



