

TERMS AND CONDITIONS OF BUSINESS

Making a Booking and payment terms	
1	On receipt of the confirmation of booking the client will sign and return the Booking Form*. The client by signing and returning enters into the contract with the University. *The University also require copies of the organisations public liability insurance; without this documentation the University reserves the right to withdraw the offer of hire of facilities. In the event that the University withdraws the offer of hire facilities under this section1, it will not be liable for any losses suffered by the client.
2	Provisional bookings will be held for no more than 14 days from the date of provisional booking, unless an extension is mutually agreed.
3	Confirmation of bookings will be accepted only on the basis of these Conditions. If the client orally requests that a booking be confirmed, the University must receive the clients written and signed confirmation specifically accepting the conditions.
4	The client shall give details of final numbers attending the event no later than 7 days before the event. The University reserves the right to charge in full, for any decreases in numbers. If an event is accepted by the University on the basis that a minimum number of persons will attend the event, the amount payable by the client shall be calculated on such a minimum number or the actual number attending the event, whichever is the greater.
4a	Where a booking includes catering, a detailed timetable, formal meal options* and any special dietary requirements need to be supplied no less than 7 days before the booking. Failure to provide this information will result in the University making a standard catering charge for numbers booked. *due to the food being sourced on site we ask that all meal provisions are indicated at time of booking to assist with food ordering
5	Where the booking includes accommodation, the full rooming list is required no less than 14 working days prior to the date of arrival. Failure to provide this information will result in the University making a standard accommodation charge for numbers booked.
6	In the final confirmation of details, if the number of persons attending the event is significantly different to the original numbers guaranteed, the University reserves the right to change the booking to a different suite to best fit the numbers involved.
6a	In the event that numbers increase significantly we will use all reasonable endeavours to provide you with the extra provision, but accept no liability whatsoever in the event that we're unable to do so.
7	The University reserves the right to require the client to pay a deposit as a condition of confirmation of booking.
8	The University reserves the right to offer reduced rates / promotional deals; quotations received may therefore be different
9	The University reserves the right to accept more than one booking on site at any time unless it has previously been established and agreed that the client is prepared to pay a sole use premium
10	All outstanding sums due shall be paid within 14 days of the date of invoice. Failure to pay the invoice we will result in you being charged interest on the amount outstanding based on an annual rate of 4% above base rate, chargeable on a daily basis until full payment has been received. Payment details: please note that HAU will only accept cash payments of £300 or less
11	If there are any queries on any part of an invoice, the client will pay the undisputed balance of the sum owing on the date due and the reminder on resolution of the query. Any query should not affect immediate payment of any other outstanding amounts due
12	In the event that the client cancels a booking that the University has made on its behalf for entertainment, car hire, equipment or otherwise, all cancellation charges shall be met by the client.
12a	Sub-standard service of transport companies is not the responsibility of the University and the

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	client is required to pay the fee in full unless able to negotiate new rates
13	Following the nationally agreed standards of conduct and the University 'Bribery Policy' any monetary donation of gratuity nature given will go towards a student scholarship / training scheme Similarly it will be necessary for any gifts presented to be declared to the Director of Finance

University facilities and use of electrical items	
14	The University rule concerning the serving of alcoholic drinks on University premises is that for functions associated with and organised by the University on behalf of the clients and not open to the public, the bar will not be open beyond normal opening hours unless an extension has been granted
14a	Clients are not permitted to bring alcohol on to University premises for personal consumption or to supply others.
14b	Whilst Clients are permitted to bring the occasional supply of food 'snacks' or non-alcoholic drinks strictly for personal consumption and not for supply, Clients are not permitted to cook meals or re- heat food by any means on University premises. Usage of any heating appliances for this purpose are prohibited unless otherwise exceptionally agreed
15	The University has a no smoking policy. Smoking is only permitted in designated external locations
16	No gambling shall be allowed on the premises
17	The meeting or function shall close no later than 10.30 pm unless special permission has been obtained beforehand.
18	The clients shall be held responsible for making good any damage done to the University premises, furniture, equipment or material and shall be liable for damage caused by third parties if found to be associated with the event.
18a	All machinery / equipment on campus which is owned or leased by HAU must not be used by visitor / contractors unless written consent has been given by the head of department in control of the item.
18b	All machinery / equipment brought onto campus for use or display, must be regularly serviced and maintained, insured and operators must be competent, proof of this must be provided in advance
19	The client will be responsible for adherence to general occupational health and safety standards. The client shall be held responsible for any claims for personal injury except where this is due to negligence by University or its employees.
20	Floors shall not be treated in such a way as to render them dangerous for University purposes. Letting for dances is not generally encouraged by the University.
21	For any public entertainment the organiser shall be responsible for compliance with maximum numbers in accordance with fire regulations and the University Health and Safety Policy and the prevention of overcrowding such as to endanger public safety including keeping clear all gangways, passages and exits.
22	If any portable electrical equipment is to be used, the safety certificate confirming that the equipment has been PAT tested must be completed. It is also necessary for the client to advise the University of any third party contractors that may be employed to work on our site. <u>For all contractors there is a 'permit to work system'</u> in place and risk and method statements are required along with a copy of the individuals up to date Public Liability Insurance documentation. These all need to be supplied in advance of the event. Failure to produce these will result in the University reviewing whether the event can go ahead.
23	The parking of motor cycles, cars or lorries, etc., on the University premises, where suitable accommodation is available, shall only be permitted on condition that persons bringing such vehicles on to the University premises do so at their own risk, and that they accept responsibility & liability for any damage or injury to the University property or to any persons, whether connected with the University or not, caused by such vehicles or their presence on the University

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	premises.
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Arrangements	
24	Detailed arrangements for the use of the premises shall be made by the organiser with the Conference Office, including where necessary arrangements for the erection and dismantling of stages. Bar extensions require the client to forward to the office 14 days advance notice of their plans so that appropriate staff can be sourced.
24a	Please ensure that the University are made aware of any persons requiring additional help so that support measures / appropriate resources can be allocated ie mobility / allergies
24b	In the event that the bar does not stock the alcohol required, a charge will be forwarded to client; which will be agreed by the Conference Office Manager and client subject to quantity and cost of order
25	When University premises are let on a regular basis, any abuse of privilege on the part of the client(s) will lead to immediate cancellation of the booking.
26	The booking form must show the actual period of the renting to include time for preparation and for clearing up afterwards. It is essential that the times of entry and departure are strictly observed.
27	The Conference Office is usually open 0800 - 1700 Mon – Thurs, 0800-1700 Friday and some weekends. Outside these hours the University has a security guard on campus. Please note it cannot be guaranteed that there will be any first aid provision on site for your event and this remains the responsibility of the client in accordance with section 27a below
27a	During office hours, should you need to contact a first aider please call reception by dialling 0 on any internal phone, external line 01952 820800. Outside of office hours it is the responsibility of the client to provide trained first aiders. However, all accidents and near misses must be reported to the Short Course and Conference team. In the event of an emergency please contact the emergency services.
28	Where extra cleaning or moving of furniture is necessary with a renting, a separate account will be rendered. Similarly the University will charge groups for waste disposal if hazardous or if large volumes are being disposed of.
29	The client is reminded that the University Estate includes commercial farming activities, including unfenced pools, slurry lagoons and engineering equipment. Clients must not enter these areas without written permission from the University authority.
30	Checking in times to bedrooms is 1430hrs or later. Guests arriving prior to 1430hrs may leave their luggage in the Porters Lodge if their room is not ready / alternate venue. Check-out time is 0900hrs on the morning of departure.
31	Dogs are permitted to stay at the University, but only in nominated bedrooms and the conference office must be informed in order to allocate suitable room(s). On bringing dogs on site the owner must agree to control them and agree to take full responsibility for them whilst on site. The University will not accept responsibility for any injury or damage caused by or to the dog whilst on site. Please see separate policy for further details.
Promotional Material	
32.	Any promotional material bearing the Harper Adams University name or logo, including press releases, posters, brochures etc, must be brand-approved by the university's Marketing and Communications department . Material should be sent by email to press@harper-adams.ac.uk A written response will be given within two working days. Our press office must also be notified 24 hours in advance should clients wish to bring media representatives on to the campus. Clients should e-mail the press office with details of the reporter or photographer, including name and publication. Should a media opportunity arise at short notice, the press office should be informed immediately. Where it is deemed necessary, the press office will arrange for the journalist to be hosted by a representative of the university.
Under 18's within party	
33.	Delegates under the age of 18 years old are the responsibility of the client. Please refer to policy for further details

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Cancellation by the University	
34	The university reserves the right to cancel bookings in the following circumstances. If the University cancels a booking in the event of any of the following circumstances the University will have no liability to the client for any loss suffered or inconvenience caused.
34a	If the University or any part of it is closed due to circumstances outside its control
34b	If the client becomes insolvent or enters into liquidation or receivership
34c	If a booking differs in reality from the original understanding and where the University considers that it may be brought into disrepute
34d	If the client is more than 30 days in arrears with any payment due to the University
34e	In the event of a Force Majeure** **any event clearly beyond such party's control including, but not limited to, acts of God (natural disaster), fire, explosion, disease, weather, war, insurrection, civil strife, riots or governmental action
35	In the event of the cancellation of a booking, no monies already paid shall be refunded.

Cancellation by the Client	
36a	The conditions under which your booking is accepted are as follows Cancellation over 8 weeks prior to the event - No Charge Cancellation under 8 weeks prior to the event- 50% accommodation charge but no catering fee Cancellation under 4 weeks prior to the event- 75% accommodation and 50% catering charges Cancellation under 2 weeks prior to the event-100% of accommodation and catering charges
36b	If the University re-lets the accommodation to clients who could not otherwise have been accommodated, the charges may be reduced proportionately at the entire discretion of the University
36c	The cancellation fee is to be based on the numbers given at the time of booking.
36d	In all instances notification of cancellation must be made in writing and will be effective from the date received by the University, otherwise the full amount will be charged.
37	No liability shall attach to the University for the loss of personal belongings or for injuries sustained during the letting period, and users will be expected to take out such insurance cover as is appropriate.

Additional Conditions (Swimming pools only)	
38a	The hiring body or club must accept responsibility for the safety of all people using the pool.
38b	The number of people in a pool of standard size should not exceed 40 at any one time and at least one proficient and properly qualified supervisor should be present at the bath side for every 20 persons in the water.
38c	The supervisor or person responsible shall insist on the correct use of footbaths, showers, WCs and changing facilities, and see that they are left clean and tidy after use.
38d	Sometimes the pool may be closed during opening times, due to circumstances beyond our control. In this event, the University will not be liable for any losses suffered or for any loss of enjoyment, nor will any reduction be made to the fees due for the booking

Group:	
Issue 1	Date:
Signature (client):	Date:
Signature (venue):	Date:

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