

## LEEDS BECKETT UNIVERSITY CONFERENCE CENTRE

### TERMS OF BUSINESS

In these Terms of Business:

- A reference to "us" or "we" is a reference to Leeds Beckett University.
- "You" means the organisation/company and organiser who seek to use our facilities and who are responsible for the commissioning and payment of the booking.
- "Booking Form" means the document setting out the details of the event.
- A "working day" means a day other than Saturday or Sunday or bank or public holidays in England
- An "adult" means a person aged eighteen (18) years or over.
- A "minor" means a person under the age of eighteen (18) years.

The following are the terms of the contract between you, and us. These terms govern the services which are set out or referred to in any correspondence (including email), Booking Form, invoices or other documentation which either you or we may issue to each other from time to time.

#### 1. WHO IS THIS CONTRACT BETWEEN?

- 1.1 When you make a booking, your contract (which includes these Terms of Business) is with LeedsBeckett University Enterprises Limited, incorporated and registered in England and Wales with company number 02369724 whose registered office is at Calverley Street, Leeds, LS1 3HE.
- 1.2 You accept responsibility for paying all charges including any extra charges arising under this contract.

#### 2. PROVISIONAL BOOKINGS

- 2.1 We may agree to you making a provisional booking, which can be held for up to seven (7) working days. You may cancel provisional bookings without penalty.
- 2.2 While we hold a provisional booking we will not allocate the facilities provisionally held for you to other customers without consultation and agreement.

#### 3. QUOTATION

We may withdraw or amend a quotation at any time. The Booking Form will supersede any quotation given by us.

#### 4. CONFIRMING YOUR BOOKING

- 4.1 We will confirm your booking only on the basis of these terms, receipt of a Booking Form signed by you (the Booking Form will state the accommodation, meals and other facilities, which you have booked and any other arrangements agreed between you and us including account instructions and charges), and receipt (where applicable) of a deposit payment.
- 4.2 If you confirm your booking with us orally, you must also send a written confirmation (either using the Booking Form or by letter/email) stating that you accept these terms. We must receive this within five (5) working days of the booking being made or we may cancel the booking.
- 4.3 A deposit will be payable by you to secure your booking at the rate set out in the Booking Form. The deposit will be an advance payment of the charges for the facilities, as set out in the Booking Form. We will invoice you for the deposit, and payment will be due within thirty (30) working days of the date of the invoice (or if earlier the date on which the event is to be held). If you fail to make payment by the due date, we may cancel the contract by notice in writing to you.
- 4.4 When you confirm a booking you agree to pay all the charges for accommodation, meals, and other facilities set out on the Booking Form unless these are changed or cancelled in accordance with these conditions and you agree in those circumstances that you will pay any charges indicated in these terms.

#### 5. BOOKING MORE THAN A YEAR AHEAD

- 5.1 We may need to increase our charges if you book more than a year ahead. We reserve the right to increase our charges from the figures set out in the Booking Form. However, we will not increase our charges in the six (6) months before the event.
- 5.2 We will let you know in writing of any changes to our charges after the date of your booking. If the changes would increase the amount payable for the items on the current Booking Form by more than the increase in the Retail Prices Index, between the date of your booking and the date of the event, you will have the right to cancel your booking without charge.

#### 6. PAYING CHARGES

- 6.1 You agree that you will pay the charges in the amounts and at the frequency detailed in the Booking Form.
- 6.2 We will endeavour to invoice you for all outstanding charges which we have not charged you prior to the event within seven (7) working days of the conclusion of your event. You must pay in sterling, to the address shown on the invoice, within twenty eight (28) working days of the date of the invoice. You will pay any bank charges involved in making the payment.
- 6.3 Charges stated are exclusive of VAT which will be calculated at the appropriate rate for when services are provided.
- 6.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 4% above Lloyds Bank base rate from time to time in force.

#### 7. PAYMENT IN ADVANCE

- 7.1 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. If, prior to full payment we are not reasonably satisfied that you will be able to meet the charges, we have the right to cancel your booking unless you pay part or all of the charges (as we may require) in advance.
- 7.2 If you cannot accept our requirements for an advance payment, you will have the right to cancel your booking within seven (7) working days of us notifying you. We will set any deposit you pay against the eventual charges. We will not refund this deposit if you cancel the booking.

#### 8. GUARANTEE OF PAYMENT

We reserve the right to ask for a guarantee of payment from a UK bank and to cancel the booking if the guarantee is not provided within thirty (30) working days. You will have the right to cancel your booking without charge within seven (7) working days of us telling you our requirements if they are not acceptable to you.

**9. ALTERING YOUR BOOKING**

If you alter your booking, we will send you a new Booking Form to sign, so that you know what you have booked and what you are responsible for. The Booking Form will set out the accommodation, meals and other facilities, which you have booked and agreed with us. It will include details of any extra facilities, which we may have agreed and of any items you have cancelled but must pay for under Clause 11. Each new Booking Form issued and signed by you and us will replace any previous Booking Form.

**10. EXTRA ACCOMMODATION, MEALS OR OTHER FACILITIES**

If you ask for extra accommodation, meals or other facilities 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 us about possible increases in numbers or extra facilities as soon as possible.

**11. CANCELLING YOUR BOOKING**

11.1 If you cancel a booking (or amend it to remove items), you agree that you will be required to pay cancellation charges which are a genuine pre-estimate of the loss which we will suffer as a result of the cancellation. The charges will be:-

<b>Cancellation Date</b>	<b>Cancellation Charges Payable By You</b>
Cancellation within 1 month before the event.	100% of the price set out in the Booking Form.
Cancellation between 1 and 3 months before the event.	75% of the price set out in the Booking Form.
Cancellation between 3 and 6 months before the event.	25% of the price set out in the Booking Form.

11.2 You must notify us of any cancellation in writing and the date of the cancellation shall be deemed to be the actual date that we receive the notification.

11.3 You must pay in full for accommodation, meals and other facilities you book and do not cancel whether you use them or not.

11.4 We will treat any changes you make in dates for accommodation, or in dates or times for room hire or meals as a cancellation and the charges set out above will apply.

11.5 We will set off any amount already paid by you in relation to your event against any cancellation charges which we are entitled to charge.

11.6 We will confirm in writing the booking that you have cancelled and the applicable charges.

**12. GIVING US FINAL DETAILS**

12.1 This Clause 12 is without prejudice to the obligations contained in Clause 11.

12.2 You must confirm the final timings, residential accommodation requirements, menus, any special food requirements/allergies or special needs at least three (3) working days prior to the event. If you do not do this we will decide what we should supply and charge accordingly.

12.3 Where the event includes residential accommodation, the names of the people occupying each room must be given at least three (3) working days prior to the event.

**13. CHANGES OR CANCELLATIONS BY US**

13.1 We have the right to alter or cancel any booking that we cannot keep for reasons beyond our control. If we need to cancel any booking, we will attempt to offer an alternative date or venue.

13.2 We cannot accept responsibility if we cannot provide accommodation, food, drinks or services because of any industrial action or any other cause which was beyond our control (for example failure of a utility service, malicious damage, fire, flood and storm), as long as we could not have avoided the effects by taking reasonable steps.

13.3 We shall be entitled to terminate the contract and cancel the event if: (a) you become insolvent or bankrupt (or have an administrator, receiver or liquidator (or similar officer) appointed over you); or (b) we have reasonable grounds to believe that the event may lead to our reputation being damaged or to our property being damaged. In these circumstances, we will refund any monies paid by you less any costs that we may have incurred.

13.4 We shall also be entitled to terminate the contract and cancel the event if you fail to make a payment of the charges in line with the agreed timescales. If we terminate due to this clause, we shall treat this as a cancellation and the charges payable in accordance with Clause 11 shall apply.

**14. ROOM ALLOCATIONS**

To meet the needs of as many customers as possible we may alter the meeting rooms, dining rooms or residential accommodation allocated to you. We will only do this if the alternatives we offer are suitable for your purposes as you explained them to us when you made the booking. There will be no extra charge to you if we change the room allocations.

**15. ARRIVAL AND DEPARTURE TIMES**

15.1 Bedrooms will be available from 1400 hours on the day of arrival and must be vacated by 1000 hours on the day of departure. Please make sure that the members of your party are aware of this, as we will charge you for extra costs incurred if they do not leave rooms on time.

15.2 Meeting rooms are available only for the time shown on the Booking Form. Extensions will only be possible with our consent.

**16. NO ANIMALS AND PETS**

We do not allow animals or pets of any kind, except guide dogs, on our premises. You are responsible for making sure that all members of your party are aware of this.

**17. FOOD AND DRINK**

We calculate our charges on the basis that we provide all food and drink that you and your party need. You or any member of your party must not bring food and drink onto our premises without our consent.

**18. BEHAVIOUR ON OUR PREMISES**

18.1 You acknowledge that we must comply with certain statutory and common law obligations such as fire regulations and Health and Safety regulations. You will ensure that everyone who attends the event will comply with any request that our staff may make (or any instructions or codes issued by us) in order to meet those obligations or to ensure that other users of our facilities are not inconvenienced.

18.2 Without limiting your obligation under clause 18.1, you must ensure that you, members of your party and anyone visiting you on our premises behave in such a way that they do not cause a nuisance or unreasonable disturbance to us, our students, employees, and any other visitors.

18.3 If your party includes minors you are responsible for their behaviour and are required to notify us of the responsible adult

18.4 No minors will be accommodated unless they are accompanied by an adult.

18.5 You agree that you will not exceed the intended occupancy levels of any room.

18.6 You agree to pay us for any loss or liability of any kind to any person which results from you, or any member of your party not behaving in an acceptable manner.

18.7 You will be responsible for the cost of any damage caused by you or any member of your party to the premises.

18.8 We will be entitled (without liability to you) to require any attendee who we feel is behaving inappropriately to leave our premises.

**19. ARRANGEMENTS REGARDING MINORS**

19.1 If your party includes minors, you acknowledge that you are responsible for all necessary child protection measures and arrangements in connection with your event including (without limitation): (a) undertaking risk assessments as appropriate; (b) ensuring your staff are properly briefed and trained as regards child protection; (c) obtaining appropriate Disclosure and Barring Service check (DBS check, previously CRB check) for your staff; (d) ensuring an appropriate level of staffing and supervision ratios to ensure the necessary safety and protection of minors; (e) putting in place appropriate insurance arrangements.

**20. LIMIT OF LIABILITY & INDIVIDUAL PERSONAL PROPERTY ON OUR PREMISES**

20.1 Nothing in these terms seeks to limit our liability to you for death or personal injury caused by our negligence, for any fraud or for any other matter which it is not permitted to exclude liability for under the law.

20.2 Our liability to you arising out of or in connection with this agreement (whether in contract, tort (including negligence) or otherwise) shall be limited to the charges paid by you in relation to the event.

20.3 We will not have any liability to you (whether in contract, tort (including negligence) or otherwise) arising out of or in connection with this agreement for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of enjoyment; loss of opportunity; loss of data; or waste of management or office time.

20.4 Individuals are responsible for safeguarding their personal property while on our premises. We shall have no liability in respect of loss or damage to such personal property unless such loss or damage occurs due to our own negligence or failure to act with reasonable care and skill, whether through our employees, sub-contractors or agents.

**21. PUBLIC LIABILITY INSURANCE**

21.1 You are required to maintain your own valid public liability insurance providing minimum cover of £10 million. You are required to provide us with a copy of your public liability insurance policy if we ask you to do so.

21.2 Any third party providing services to you in connection with your event in accordance with Clause 22 is required to maintain their own valid public liability insurance. You are required to provide us with a copy of their insurance policy if we ask you to do so.

**22. SERVICES PROVIDED BY OUTSIDE PERSONS/ORGANISATIONS**

22.1 If you ask us to arrange for services to be provided by a third party, we will normally only act as an agent for you. Any resulting contract is between you and the party providing the services and we will treat the party as a person visiting you on our premises, unless expressly agreed otherwise.

22.2 If you are using a third party's services in connection with your event (other than in accordance with Clause 20.1), you must obtain our prior written consent to this.

**23. USE OF LEEDS BECKETT UNIVERSITY NAME**

You may not use: (a) the name "Leeds Beckett University"; (b) Leeds Beckett University Enterprises Limited; (c) Leeds Beckett University crest/logo; or (d) any photographs of any part of Leeds Beckett University, without our express written permission.

**24. FREEDOM OF SPEECH**

Under the provisions of Section 43 of the Education (Number 2) Act 1986, Leeds Beckett University has a duty to ensure that freedom of speech within the law is secured for members, students, employees and visiting speakers. Organisers of events on our premises are required to notify us in advance of any meeting or session which may be "controversial" in terms of speaker(s) and/or content(s).

**25. DISPUTE RESOLUTION**

25.1 Both you and we will use all reasonable endeavours to resolve any question or difference which may arise in relation to the meaning or effect of these terms, or any matter arising out of or in connection with these terms (a "Dispute").

25.2 You or we may not begin legal action until the Dispute has gone to the highest level in our respective organisations in order to try and resolve the Dispute.

25.3 If you and we fail to resolve the Dispute within one month or such other period agreed by you and us, then the Dispute Resolution Procedure will be taken to have been exhausted.

**26. WAIVER**

Any failure by us to insist upon the strict performance of any of these terms shall not be construed as us giving up a claim or right under these terms and shall in no way affect our right to enforce such provision later.

**27. ENTIRE AGREEMENT**

27.1 These terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

27.2 We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these conditions.

27.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these conditions.

**28. THIRD PARTY RIGHTS**

A person who is not a party to this contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

**29. GENERAL**

29.1 If any terms are held by a court, or other competent authority to be invalid, unenforceable or illegal, the validity of the other terms shall not be affected.

29.2 We, or third parties, may be required to process personal information of delegates in the delivery of rooms, meals or facilities, (including check-in and housekeeping purposes). You must therefore ensure that you obtain appropriate permission from delegates to allow us and appropriate third parties to use and process personal information in this manner. This information will not be used for marketing purposes.

**30. GOVERNING LAW**

All contracts and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England.