

## Conditions of Reservation

### 1. Making the Reservation

Provisional reservations will be held for 14 days, unless an extension is mutually agreed in writing, during which time the University will not allocate the rooms to other customers without the Organiser's consent. . The Organiser may cancel a provisional reservation without penalty but the University will not allocate the rooms to other customers without the Organiser's consent. On receipt of written or verbal confirmation from the Organiser the University will issue a Booking Form, which should be signed and returned within 14 days or the University may cancel the reservation without liability.

1.1 A deposit invoice for 10% of the overall cost of your event will be due for payment on signature of contract. This deposit is non-returnable in the event of subsequent cancellation. (See clause 7).

### 2. Responsibility for the Event

The Organiser of the event must be over 18 years of age and have authority to make a reservation on behalf of the Organisation. The Organiser shall be the person who is responsible for signing the Booking Form on behalf of the Organisation. The Organiser shall be responsible, on behalf of the Organisation, for the payment of all costs incurred in respect of the facilities and services provided by the University and for the observance and performance in all respects of the conditions contained herein.

### 3. The Reservation

3.1 Within 10 days of the event being held the University shall issue an invoice for the event and the Organiser must pay the invoice sum within 28 days from the date of the invoice. Interest may be charged on late payment and the University reserves the right to hold the Organisation liable for legal costs and any other expenses incurred in recovering outstanding monies.

3.2 All charges shall be subject to VAT at the then current rate unless VAT exemption has been agreed.

3.3 If the contracted number of delegates is reduced by up to 5% then there will not be any additional charge for the shortfall. However, if numbers reduce by more than 5% the shortfall will be charged as outlined below: -

16 + weeks prior to event date 10% of the total projected shortfall amount

8 - 15 weeks 20%

4 - 7 weeks 40%

1 - 3 weeks 60%

Less than 1 week 80%

3.4 For events for less than 50 delegates the University reserves the right to alter the meeting room, accommodation and dining areas as contracted. There will be no extra charge to you for changing your allocations.

3.5 Special dietary requirements and final numbers must be confirmed within five working days of the event.

3.6 Reservations that include minors must meet an adult to child ratio of 1:10.

3.7 No food or beverages are permitted to be brought onto the University premises unless by prior agreement. In some circumstances, wine may be brought onto the premises however a corkage charge per bottle will be levied. At the end of the function any unused food will be discarded. Food will not be allowed to be removed from the premises.

### 4. Use of the Accommodation

4.1 The maximum number of people to be accommodated in each meeting or bedroom is determined by the University and must not be exceeded. Details can be provided on request prior to commencement of the event.

4.2 An excel spreadsheet will be provided on signature of contract which must be completed with delegate names and received by the University at least 10 working days prior to arrival.

4.3 Unless otherwise agreed, access to bedrooms is not available until 14.00 hours on the day of arrival and all bedrooms must be vacated by 09.30 hours on the day of departure.

4.4 No animals or pets of any kind may be brought onto the premises of the University. The Organiser must give the University 2 days notice of any members of its party who will be bringing guide-dogs in order that appropriate preparation can be made.

4.5 The Organiser, or such other person as the Organisation shall have authorised, shall be responsible for ensuring the preservation of good order among the members of its party during the event.

4.6 The Organisation agrees that the members of its party, or their servants, agents or others authorised by them to use the premises of the University, shall comply with and be subject to the Ordinances, Regulations and Rules of the University, details of which are available on request

## 5. Disclaimer

5.1 The University shall not accept any liability in respect of death or personal injury to members of the Organisation's party, or their servants, agents or others authorised by them to use or visit the premises of the University, unless it is shown that the death or personal injury was due to the negligence of the University or persons authorised by the University.

5.2 The University does not accept any liability in respect of loss or damage to any property brought onto the University Premises by or on behalf of the Organisation, the members of its party, their servants, agents or others authorised by them to visit the University Premises. The Organisation should obtain appropriate insurance cover.

5.3 If the content of any event or activities of any group are not in accordance with University of Leicester regulations, the University of Leicester reserves the right to cancel the event. In such cases the University of Leicester will have no liability whatsoever.

## 6. Indemnity and Insurance

6.1 The Organisation shall indemnify the University against all claims:

6.1.1 for loss or damage to the University Premises and/or other University property during the event, where such loss or damage is caused by or occurs as a result of the actions or omissions of the Organisation, members of its party, or their servants, agents or others authorised by them;

6.1.2 made by or against the Organisation, members of its party, or their servants, agents or others authorised by them or any member of the University staff, any student of the University or any other third parties on the university premises.

6.2 Before commencement of the event, the Organisation shall have obtained appropriate and adequate insurance from a reputable insurance company in respect of the above liabilities. The Organisation is required to produce a copy of the policy, or satisfactory evidence as to the existence of the policy, to the University prior to commencement of the event.

## 7. Cancellation by the Organisation

In the event of cancellation the following charges will apply. These are based on the total projected booking value of contracted numbers:

Cancellation at + 16 weeks prior to event date 10% deposit forfeited

Cancellation 8 - 15 weeks 20%

Cancellation 4 - 7 weeks 40%

Cancellation 1 - 3 weeks 60%

Cancellation less than 1 week 80%

All cancellations must be made in writing. (Cancellation charge includes 10% deposit paid)

## 8 Cancellation by the University

8.1 The University reserves the right to cancel a reservation at any time. In the event that the University cancels a reservation, it reserves the right to refund to the Organisation any deposit paid if it is deemed appropriate.

8.2 The University shall not be liable to pay compensation for any loss sustained or inconvenience caused as a result, or in any way arising, out of the cancellation by it of a reservation.

8.3 Without prejudice to its right to cancel a reservation, the University reserves its right to offer the Organisation alternative facilities to those originally booked, in circumstances where:

8.3.1 The Organisation can no longer guarantee the contracted number of people agreed; or

8.3.2 Where the Organisation wishes to increase the contracted number.

## 9. Advertising

The University Premises must not be used by the Organisation, members of its party, their servants, agents or others authorised by them, for any advertising purposes, unless previously agreed in writing with the University.

## 10. Equipment, Facilities and Outside Services

10.1 The University will supply the Organiser with a list of the audio visual equipment which can be made available during the event. The University requires notice of at least one month should any such equipment be required. The University will

make reasonable endeavours to provide equipment within this period but cannot guarantee to supply equipment if it has not received the stated notice from the Organiser.

10.2 Clause 6 shall apply to any equipment brought onto the University premises by the Organisation or any third party, at the request of the Organisation.

10.3 The Organisation must not exceed the times allocated for the use of each facility. The University shall reserve the right to charge for the extra time (this will also apply to the audio visual equipment). If at any time prior to the date of the event, the Organiser wishes to amend the number of hours reserved, the University will endeavour to facilitate such changes.

10.4 When the University, at the request of the Organiser, arranges for a service to be provided by a person or an Organisation external to the University, the person or Organisation visiting the premises of the University shall be treated as so doing by arrangement with the Organiser. The Organiser accepts full responsibility for the actions of such person or body.

### **11. Exhibitions**

If an Organisation wishes to erect an exhibition during an event, the Organiser shall provide the proposed layout of the exhibition, at least two months in advance, for approval. The University may withhold approval or it may require changes to the proposed plan, as shall be notified to the Organiser.

### **12. Exclusivity**

The Organisation should be aware that there may be other organisations holding events on the premises of the University at the same time as it is holding its own event. For this reason certain facilities, in particular dining facilities, may be used on a shared basis. If the Organisation requires private facilities the University shall make reasonable efforts to accommodate any such request.

### **13. Force Majeure**

The University does not accept any responsibility for failure to provide any of the services agreed as part of any reservation where such failure results from events beyond the control of the University including, by the way of example, industrial action or act of God.

### **14 Assignment**

The Organisation shall not assign or otherwise transfer the reservation.

Date of Issue: 19 Sept 2007