

External Terms and Conditions

for Conference & Event Business managed by The University of Leeds Residential and Commercial Services (RCS)

All arrangements relating to your organisation's booking remain subject exclusively to these terms and conditions.

The Booking Process

When making your enquiry as to availability, a representative of RCS may make a provisional booking on your behalf. The booking is not binding at this stage.

A Quote Form will be issued to you if RCS feel that they can meet your requirements.

Where you are booking on behalf of another organisation you must have the authority to do so. You must also return the signed Quote Form to RCS within seven (7) days of the date on the Quote Form or, if the event is to be held within those seven (7) days, within a maximum of 48 hours. If we do not receive the confirmation within this period, we reserve the right to cancel the provisional booking and re-let the facilities without notice. If your Quote Form has been properly completed by you, and received in time, your booking will be accepted. This acceptance will be binding when confirmed in writing to you. You must complete all details required from you on the Quote Form.

Once your booking is accepted it will remain subject to these Terms and Conditions.

Agency Bookings

Provisional bookings taken through agencies will be held for a period of 7 (seven) days. The quoting of availability does not equate to a provisional booking being made on behalf of the agency or their client. RCS reserves the right to release dates held if no further contact is made after 7 (seven) days. RCS will pay a maximum commission rate of 8% on Day Delegate Rates, 24hr Rates and/or contracted room hire, exclusive of VAT, only. RCS will not pay commission on any separately booked food, alcohol or equipment or cancellation costs. Commission will only be paid once full payment has been received for the booking. On no account should an agency deduct any commission fee from the final invoice payment.

Deposits

RCS will request a deposit of 10% on any external booking exceeding £1000 (+vat). RCS will then require 50% of the remaining balance 6 months prior to the event start date. One month from the date of the event RCS will request 80% of the remaining balance. The outstanding balance will then be invoiced after the event. It is also possible that due to changes in numbers, etc we could be crediting customers who have overpaid in the lead up to an event.

A deposit request will be issued on confirmation of the booking and the remaining amounts will be requested in accordance with the time periods as mentioned above.

Change in Numbers and Cancellations

RCS understands it can be difficult to predict numbers and that you may need to cancel part of your booking at one or more stages running up to the event.

To allow for small fluctuations, we allow a one-off cancellation of up to 5% of the value of the signed quote without charge. This right is only applicable up to fourteen days before the start date of the booking.

If you make a greater than 5% reduction in your delegate numbers or bedrooms numbers, or cancel meeting rooms or catering, you will be charged a percentage of the difference in value between the originally signed quote and the revised figures. For cancellations of the entire event the same percentages apply to the full value of the original signed quote.

Schedule of percentages applicable:

- More than 6 months notice – 0%
- More than 3 months/less than 6 months notice – 30%
- More than 1 month/less than 3 months notice – 50%

- More than 1 week/less than 1 month notice – 75%
- Less than 1 weeks notice – 100%

Please make a careful note of this schedule. All cancellation charges will be based on the numbers and facilities on the signed Quote form. All cancellations must be notified in writing.

Variations/Final Numbers

If you require any variations to any aspect of your booking, you must contact RCS as soon as possible. RCS will try and accommodate your requested variations. Variations can only be made with the written consent of your RCS contact. Final numbers for your booking must be provided to your RCS contact seven (7) working days prior to the event to ensure all necessary arrangements, including catering, can be correctly planned.

RCS reserve the right to move your booking to another facility if your numbers drop to levels deemed unsuitable by RCS for the original venue.

Ancillary Charges

In certain circumstances, it may be necessary to add additional charges for items such as extra cleaning or staff overtime where necessary to service your event. These charges will be added to the final invoice but only after consultation with you.

Payment

Cancellations – In the event of you cancelling a booking in accordance with your cancellation rights detailed above, RCS will issue you with an invoice after your written cancellation notice has been received. You are required to make payment within 14 days of the date of the invoice. Cancellation payments will be the responsibility of the person/organisation who signed the Booking Contract.

Uncancelled Bookings – Following completion of your booking, RCS will endeavour to issue an invoice to you within seven working days of the end of your event. You are required to make payment within 14 days of the date of the invoice.

Liability

You will be entirely liable for any damage caused to University property or injury to persons, which occurs during, or arises from, the event. Where damage is caused to property owned by the University, RCS will endeavour to document the damage and to obtain a quote for repair from the University's Estates Department. You will be sent details of the damage, a copy of any quote for repair and an invoice detailing the costs of repair. You are required to make payment within 14 days of the date of the invoice.

Subject to RCS's responsibility for its negligence causing death or personal injury, RCS's total liability for any loss or expense incurred by you relating to your booking shall not, under any circumstances, exceed the booking fee outlined in the Quote Form. RCS accepts no liability for consequential losses, including loss of profit and third party claims. You are advised to consider insurance to cover risks.

In order to minimise potential damage to University property, you are requested to refrain from displaying posters and signs without the prior consent of the Conference & Events Office or the venue hosting your event.

Licences and Consents

It is your responsibility to ensure that any third party licences or consents are obtained where required to run your proposed event e.g. the consent of the Performing Rights Society. If, at any time, you are unsure as to whether

the University has already obtained consents that may cover your event then you must obtain confirmation of this cover in writing from your RCS contact.

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Health & Safety/Security

As with any activity conducted on University premises, you shall ensure that all aspects of the event comply with the University's Health & Safety policy. A copy of this policy can be provided upon request.

For certain events, such as exhibitions or activities deemed by RCS to carry a level of risk to customers, you may be required to conduct a risk assessment relating to your booking to ensure that necessary health and safety measures are in place. This can include a requirement for electrical safety certificates for any electrical equipment that you may bring on to our premises. If such action is required you will be informed in writing by your RCS contact. If you should require any further information or advice regarding health and safety matters, please contact the University's Safety Advisory Service.

During the event, you will ensure that the usual emergency procedures relating to fire or bomb alert are properly followed. You must bring these emergency procedures to the attention of those attending the event. A copy of these procedures will be made available by the facility hosting your event.

Arrival and Departure for Residential Guests

Unless otherwise agreed, you will be able to check into your accommodation from 2pm onwards on the day of arrival. All accommodation must be vacated by 9am on the day of departure.

Cleaning/Maintenance

Residential accommodation and any other facilities used as part of the booking will be subject to cleaning and maintenance after the event. In the quote provided, RCS has assumed that such maintenance and cleaning is of normal levels reflecting normal wear and tear. Where, in the reasonable opinion of RCS, additional maintenance or cleaning is required that goes beyond its expectations of normal acceptable use, then you shall be required to meet the necessary additional costs incurred by RCS. Where additional costs do arise, you will be sent details of the additional work together with an invoice detailing the costs. You are required to make payment within 14 days of the date of the invoice.

As stated above, you shall be responsible for any damage caused to University premises, including damages caused by your guests, arising from your booking.

Use of External Caterers

Whilst every effort should be made to use the University's in-house catering team there may be certain circumstances where external caterers are required to provide refreshments and/or food. In these situations, customers are required to notify the Conference & Events Office of the name and contact details of the caterers and to provide copies of all relevant health & safety and food hygiene documentation as required. **Please note: external caterers are not allowed within University Halls of Residence or on-campus facilities operated by RCS including University House, The Great Hall, Parkinson Court and Centenary Gallery.**

Pets and Animals

Pets and other animals are not permitted on any University premises. The only exceptions to this are guide dogs for the blind, hearing dogs for the deaf and other working dogs that assist people with disabilities.

Freedom of Speech and Equal Opportunities

You will have described the nature of the event it intends to hold within the Quote Form. You may not change the nature of this event without following the variation procedure detailed above.

The University has a duty to ensure that freedom of speech within the law is secured for members, students, employees and visiting speakers. You are obliged to inform us at the time of booking of any potentially controversial activities/sessions, which may be taking place during your event and which could have an impact on the reputation of the

University.

RCS reserve the right to cancel your booking, without recompense, if RCS subsequently find that the content of your event or any speakers, contravene this policy.

A copy of the University's Code of Practice on Freedom of Speech is available on request.

No Liability for Force Majeure

RCS may cancel your booking and does not accept any liability for any failure to provide any part of your booking where it reasonably believes that the overall quality of the services to be provided will be of a similar standard to those previously booked. Where it is intended to provide a substitute service, you will be notified as soon as is practical in writing by RCS with full details of the substitute service to be provided.

Substitute Arrangements

RCS will always endeavour to keep to the requirements agreed within the Quote Form. However, RCS reserves the right to change the exact venue and other elements of the booking where it reasonably believes that the overall quality of the services to be provided will be of a similar standard to those previously booked. Where it is intended to provide a substitute service, you will be notified as soon as is practical in writing by RCS with full details of the substitute service to be provided.

Accuracy of Information and Authority

You warrant that all information that is provided in the Quote Form or elsewhere relating to the booking is accurate and complete. You understand that RCS is relying upon this information and should this information prove not to be accurate or complete you would bear any liability arising.

RCS has in good faith assumed that where you are booking on behalf of another organisation/person you have the authority to act on its/their behalf. If you do not then RCS may hold you personally liable for the commitments contained in this Agreement. Please check that you have the necessary authority to avoid embarrassment.

Complaints

In the event of you being dissatisfied with any part of the service provided as part of your booking, you can complete one of Comment and Complaints forms at the venue and a member of our staff will respond to you.

A copy of our Comment and Complaints procedure is available on request.

General

These terms and conditions are the only terms and conditions that relate to the booking of your event. No other terms and conditions shall apply.

Any temporary non-enforcement of any terms under this agreement shall not constitute a binding waiver by either party.

No third party may rely upon these terms and conditions as if a party to this arrangement.

You must continue to comply with all University codes, rules, policies, guidelines and regulations as expected with any other University related activity. For a full copy of these please liaise with your RCS contact.

For the avoidance of doubt, where there is reference to RCS under these terms and conditions this shall include all other parts of the University.

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