

TERMS AND CONDITIONS

(RELATING TO THE PROVISION OF)

GROUP ACCOMMODATION AND ASSOCIATED CATERING

1. DEFINITIONS

In these Terms and Conditions the following terms shall have the following meanings unless the context otherwise requires:

"Acceptance" means the Client's acceptance of the Contract as evidenced by the Client having signed and returned the Event Summary to the University and made payment to the University of either: i) the Deposit; or ii) the Price;

"Client" means the company, firm, person, university or other legal entity identified in the Offer Letter;

"Contract" means collectively these Terms and Conditions, the Offer Letter and the Event Summary;

Conferences and Events is part of the University and has its office at the Isabella Elder Building, University of Glasgow, Glasgow G12 8QQ;

"Deposit" means the deposit specified in the Event Summary to secure an Event booking;

"Event" means the event described in the Event Summary to which the group accommodation booking relates;

"Event Summary" means the event summary at Appendix 1 to these Terms and Conditions;

"Guest(s)" means any and all persons accessing or using the University Accommodation in connection with the Event;

"Offer Letter" means the offer letter or email sent to the Client by the University with the Event Summary and these Terms and Conditions attached;

"Parties" means the parties to the Contract, being the Client and the University;

"Price" means the price specified in the quotation section of the Event Summary;

"Services" means the provision by the University to the Client of the accommodation and catering services (in each case) as detailed in the Event Summary;

"Terms and Conditions" means these terms and conditions;

"University" means The University Court of the University of Glasgow;

"University Accommodation" means the accommodation specified in the Event Summary; and

"University Property" means any property within the University estate.

2. THE CONTRACT

2.1 The University agrees, subject to these Terms and Conditions, to provide the Services to the Client in accordance with the Event Summary. The Client agrees to pay the Price to the University in exchange for the provision of the Services.

2.2 The Client shall ensure that the terms of Clauses 10 and 11 of these Terms and Conditions are brought to the attention of all Guests.

3. PROVISIONAL BOOKING

3.1 The University will hold the Client's provisional booking of the Services and the University Accommodation until the Deposit date specified in the Event Summary without obligation. Failing payment of the Deposit by 1400hrs on the Deposit date specified in the Event Summary, this booking will be automatically released without penalty. In the event that no date for payment of the Deposit is specified in the Event Summary, the Client shall pay the Deposit on demand by the University and the provisions of this Clause 3.1 shall apply as if such date was specified in the Event Summary.

4. PRICE

- 4.1 The University shall have the right to increase the Price after the date of Acceptance but prior to the date on which the Services are first provided, where the cost of providing the Services increases because the Client requests a change to the Services from the Services detailed in the Event Summary. Written notification of any increase in the Price will be made by the University to the Client as soon as reasonably practicable. The University reserves the right to refuse any requested changes to the Services.
- 4.2 Where an increase in Price results from a Client request for a change to the Services under Clause 4.1 the Client shall within fourteen (14) days following the notification of the increase in the Price notify the University whether it (i) accepts the increased Price or (ii) does not accept the increased Price and wishes to proceed with the Services as originally set out in the Event Summary, at the original Price.

5. PAYMENT

- 5.1 The Price is exclusive of Value Added Tax and/or other Government charges unless otherwise stated in the Event Summary.
- 5.2 Save as provided in Clause 7 the Deposit or, where payable upon Acceptance in full, the Price, shall be non-refundable and non-transferable.
- 5.3 Where a Deposit is paid in accordance with the Event Summary, the remainder of the Price shall be paid by the Client to the University no later than the date specified in the Event Summary, failing which the University reserves the right to terminate the Contract without penalty upon written notice to the Client. Alternatively the University may suspend provision of the Services pending payment in full. In the event that no date for payment is specified in the Event Summary, the Client shall pay the remainder of the Price to the University within a reasonable period of time prior to the Event or otherwise on demand by the University and the provisions of this Clause 5.3 shall apply as if such date was specified in the Event Summary.
- 5.4 Interest at the rate of 4 per cent above the base rate from time to time of the HSBC Bank PLC will be payable on all sums remaining unpaid after the due date for payment until payment in full has been received by the University.

6. CANCELLATION BY THE CUSTOMER

- 6.1 The Client may cancel a booking by giving written notice to the University. All notices should be addressed to Conferences and Events and will be effective only when actually received by the University.
- 6.2 Without prejudice to any other remedy which the University may have (a) in the event of a cancellation at any time the University shall be entitled to retain the Deposit paid by the Client and (b) the following cancellation costs will be payable to the University on demand by the Client :-

		Percentage of Price Payable re Bedroom Accommodation	Percentage of Price Payable re catering services
	Cancellation Notices Received :-		
1	More than 6 months but less than a year prior to the Event	25%	10%
2	More than 3 months but less than 6 months prior to the Event	50%	10%
3	More than 6 weeks but less than 3 months prior to the Event	75%	25%
4	Less than 6 weeks prior to the date of arrival of the first person	100%	75%

- 6.3 The Parties confirm that the cancellation costs set out in Clause 6.2 represent genuine pre-estimates of the University's loss in the event that the Client cancels a booking within the timeframes set out in Clause 6.2.
- 6.4 The University may at its discretion refund to the Client a percentage of the cancellation costs set out above in line with room rates actually achieved for any accommodation that is re-sold further to the Client's cancellation.

7. UNIVERSITY'S RIGHT TO TERMINATE THE CONTRACT

- 7.1 The University reserves the right to terminate the Contract at any time upon serving reasonable notice on the Client. In such event, the University shall repay to the Client the Deposit or the Price (if the Price has already been paid in full by the Client).

8. GUARANTEE OF NUMBERS

- 8.1 Where the Event Summary specifies a number of Guests the Client will be responsible for payment of the full Price even if the actual number of Guests attending the Event is less than the number stated in the Event Summary.
- 8.2 In the event that the Client wishes to increase the number of Guests from the number specified in the Event Summary, the University shall use all reasonable endeavours to comply with such request provided that such request is made no later than

seven (7) days prior to the date for the provision of Services. Any additional costs thereby incurred by the University will be payable by the Client upon demand.

9. ROOMING LIST AND MEALS

9.1 The Client will provide the University with a rooming list (on the official Conferences and Events template) and details of any specific dietary or other requirements of Guests not later than the date specified in the Event Summary. Any substitution of Guests must be notified, in writing, to the University as soon as possible. Whilst the University agrees to use all reasonable endeavours to cater for any such special requirements it will be under no obligation to do so and failure to do so will not amount to any breach by the University of the Contract.

9.2 Meal times shall be agreed in advance in writing between the University and the Client. The Client acknowledges that any variation to meal times may result in additional costs being incurred by the University and agrees to reimburse the University for any such costs incurred by the University (provided reasonable) upon demand.

10. TERMS APPLYING TO ACCOMMODATION

10.1 The Client shall ensure that rooms in the University Accommodation are vacated by Guests by 1000hrs on the date specified in the Event Summary and that all rooms are left in a neat and tidy condition. The University shall use its reasonable endeavours to make the rooms available for occupation by Guests on the date of arrival from 1400hrs at the earliest.

10.2 No animals (except for guide dogs for the blind or other assistance dogs) are permitted in the University Accommodation.

10.3 The Client is responsible for the return to the University of all keys for rooms used by Guests in the University Accommodation and in the case of lost keys the Client is responsible for the cost of replacement.

10.4 It may be necessary for the University to re-allocate Guests from the University Accommodation originally notified to the Client at the time of Acceptance to suitable alternative accommodation. The University shall be entitled to make such changes and it shall not be deemed to be in breach of Contract in the event that it requires to do so.

10.5 The University's fire regulations and evacuation procedures must be read and complied with by all Guests. The Client shall ensure that such fire regulations and evacuation procedures are notified to all Guests.

10.6 All Guests must comply with all reasonable instructions from University and/or residence staff. Guests found to be behaving in a disorderly, threatening, offensive, indecent or violent manner or using threatening, offensive or indecent language (whether expressed orally, in writing, or conveyed by electronic means) will be asked to vacate the University Accommodation with immediate effect.

10.7 Neither the University nor its servants, agents or sub-contractors will be responsible to any Guest for any personal effects, valuables or other articles brought on to University Accommodation.

11. DATA PROTECTION

11.1 Where the Client provides personal data (as defined under the Data Protection Act 1998) of Guests to the University in accordance with this Contract the Client shall notify Guests that their personal data will:

11.1.1 be collected and processed by the University for the purpose of providing the Services;

11.1.2 be disclosed or transmitted to the University's agents and sub-contractors as may be required for the purpose of providing the Services; and

11.1.3 be used by the University for the purposes of its business including, without limitation, for future marketing campaigns and providing up-to-date news and offers to Guests.

12. GENERAL

12.1 Premises

(a) The Client accepts that any University Property (including without limitation the University Accommodation) which is made available in accordance with the Contract is in all respects fit for the purpose for which it is required. No condition or warranty whatsoever is provided by the University that any University Property is authorised by statute for any specific purpose.

(b) The Client agrees to vacate and ensure that all Guests vacate, the University Property (including without limitation the University Accommodation) after the Event.

12.2 Brand Protection

No material publicising the Event and no product sold or distributed at the Event shall contain any reference, or shall give any impression, to the effect that the University has endorsed the Event or any product offered for sale at the Event. The Client will ensure at all times that the Event is not promoted or presented in such a manner that any inference would reasonably be drawn that the Event or any product offered for sale at the Event is sponsored by or linked to the University or has the University's approval, and will comply with any directions given by the University to this effect.

12.3 Accessibility

The University is committed to providing an accessible environment to all disabled Guests. This includes giving disabled Guests the opportunity to disclose their support needs confidentially to the Conferences and Events, in advance of the Event, so that the Conferences and Events can make appropriate arrangements for that Guest. The University has a duty to make reasonable adjustments in anticipation of such requests and to do all it can to ensure that disabled visitors do not experience less favourable treatment.

For the avoidance of doubt, the Client is responsible for complying with any obligations imposed on the Client by the Equality Act 2010 (including any amendments thereof).

12.4 Age Restrictions

Where the Client is an individual he or she must be aged 18 years or over for Acceptance of this Contract to be valid.

12.5 Ratios

If the Client organises group accommodation for Guests under the ages of eighteen, the Client is required to ensure that one Guest over the age of eighteen to every eight Guests below the age of eighteen is in attendance to supervise those Guests.

12.6 Assignment

The Client shall not be entitled to assign any part of the Contract or any benefit thereunder. The University shall be entitled to assign, novate and/or sub-contract the performance of any part of the Contract.

12.7 Force Majeure

Neither party shall be liable to the other in the event that either party is delayed in or prevented from the performance of its obligations hereunder by reason out with its reasonable control ("Force Majeure") which for the purposes hereof shall mean any cause of delay or prevention beyond the reasonable control of the University and/or the Client and shall include strikes, lock-outs, sit-ins or other protests, riots, sabotage, acts of war, destruction or damage of essential equipment by fire, explosion, flood or reduction or unavailability of power or other services.

12.8 Damages/Insurance

The Client shall be responsible to the University for all loss, damages or expenses incurred by the University, including all damage caused to the University Property (including without limitation the University Accommodation), which relate to or arise out of the acts or omissions of the Client and their Guests (including without limitation any suppliers of the Client or any supplier of a Guest) and the Client shall indemnify the University accordingly. The Client is obliged to insure all equipment and/or any moveable property of value which is to be brought on to the University's premises on an "All Risks" basis for their full reinstatement value for the time being and to maintain third party and public liability insurance with a reputable insurance company, to a level satisfactory to the University acting reasonably. On demand, the Client will produce to the University the policy or policies for such insurance and the receipt for the current premium.

12.10 Catering

Sale of food, alcoholic and non-alcoholic beverages by the Client and/or any Guest on University premises that have not been supplied by the University or its nominated sub-contractor, is not permitted.

The University shall have the right to substitute food or alcoholic items to alternative or superior items but will only do so following consultation with Client.

12.11 Entire Agreement

This Contract constitutes the whole agreement between the University and the Client. The University and the Client each agree that neither of them has relied upon any statement, representation, condition, warranty or understanding other than set out in these Terms and Conditions and that neither party shall have any remedy in respect of any such statement, representation,

condition, warranty or understanding provided that nothing in these Terms and Conditions shall exclude liability for fraud, fraudulent misrepresentation or any other liability which by law cannot be excluded.

In the event of any conflict between the Contract and any communications between the University and the Client, the terms of the Contract shall prevail.

These Terms and Conditions cannot be varied unless agreed in writing by the University. For the avoidance of doubt, the Contract and these Terms and Conditions supersede and override all other terms and conditions appearing elsewhere including (without limitation) any terms and conditions of the Client referred to on any website or which the Client may purport to apply under any document; and/or established between the University and the Client by course of dealing.

12.12 Liability of the University

(a) Subject always to (c) below, the University shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

(b) Subject always to (c) below, the University's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.

(c) Nothing in these Terms and Conditions shall limit or exclude the University's liability for:

- (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any other liability which cannot be excluded by law.

(d) Except as set out in these Terms and Conditions, all warranties, conditions, licences, leases and any other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.13 Notices

All notices to be sent to the University under this Contract shall be addressed to Conferences and Events.

12.14 Governing Law

This Contract shall be governed by Scots Law and subject to the exclusive jurisdiction of the Scottish Courts.

12.15 Health and Safety

The University has an obligation to report all injuries and dangerous occurrences to the relevant enforcing authority. To ensure that the University remains compliant we ask organisers to remain alert to possible risks while in the University and to report any concerns to the duty Janitorial staff or Event Manager. In the event of an emergency please call the Main Gatehouse to inform them about the situation by dialling extension 4444 from any internal phone. This will alert the University Central Services Team about the situation. They will provide on-site support and it will allow them to prepare the access routes for any emergency vehicles.

This offer is open for acceptance for a period specified in the Event Summary failing which it will lapse. If you wish to accept the offer, please confirm your acceptance by signing and returning the Event Summary to the Conferences and Events within the period for acceptance specified in the Event Summary.

APPENDIX 1
EVENT SUMMARY

[Insert Event Summary here]