

ACCOMMODATION TERMS & CONDITIONS

1. FORMATION OF BOOKING CONTRACT

- 1.1 A Relevant Booking under these terms and conditions is a booking that is made for the use of University Premises.
- 1.2 A Relevant Booking is considered provisional until both the Hirer and the University sign a Booking Contract in accordance with Clause 4. A provisional Booking will be held for 14 days from the date it is made.
- 1.3 If the signed Booking Contract is not received within this period, the University may release any Premises reserved for the Hirer.
- 1.4 On signature of a Booking Contract by both the University and the Hirer, the Booking shall be considered confirmed in accordance with Clause 4.2. At this point a legally binding Booking Contract will come into existence between the Hirer and the University.
- 1.5 If there is any conflict or inconsistency between the documents forming the Booking Contract, the terms of the Application shall prevail.

2. HIRE OF PREMISES

- 2.1 The University permits the Hirer to use and occupy the Premises specified in the Application for the period, use and during the hours, specified in the Application for the purpose of the Relevant Event. Notwithstanding this, possession of the Premises shall remain with the University and no tenancy shall be created by virtue of the University providing the Premises to the Hirer for the Relevant Event.
- 2.2 No pets or animals of any kind, except for registered guide or hearing dogs, are allowed onto University Premises without the University's prior written consent. The Hirer shall notify the University when booking if the Hirer or any of their guests will be travelling with a registered assistance dog.
- 2.3 Notwithstanding the permission granted in Clause 2.1, the University reserves the right, exercisable at its entire discretion, to refuse admission to the Premises to any person or persons in the interests of security, good management and/or public image.

3. HIRER'S OBLIGATIONS

- 3.1 They are required, with the guidance of University Staff, to familiarise themselves with the layout of the Premises being hired, the positioning of fire appliances and with evacuation procedures. It is the Hirer's responsibility to ensure that all persons attending the Relevant Event are aware of the evacuation procedures;
- 3.2 They will inform the University as soon as they become aware of any damage, accident or injury connected to the Relevant Event;
- 3.3 They will notify the University in advance if any of their guests have special requirements (including access requirements) as a result of a disability; and
- 3.4 They are responsible for all delegates under the age of 18 and all vulnerable adults and will comply with the University's Safeguarding Children and Vulnerable Adults Policy which is available on the University's website at <http://www.qub.ac.uk/directorates/HumanResources/PersonnelDepartment/Recruitment/RecruitmentandSelection/SafeguardingChildrenandVulnerableAdultsPolicy/> The University will request a copy of the Hirer's Safeguarding Children and Vulnerable Adults Policy in advance of the event.

4. BOOKING AND PAYMENT TERMS

4.1 Your Quotation

- 4.1.1 The University may unilaterally vary the charges from the figures quoted when the Booking was made, provided that no price variations will be made on a Booking taken less than 12 months prior to the date of the Relevant Event.
- 4.1.2 The University will apply the current statutory rate of VAT as at the date of the Relevant Event should there be a change in the rate between the date of a Booking Contract and the date of the Relevant Event.

4.2 Confirming your Booking

- 4.2.1 A Booking is not confirmed until the Booking Contract has been signed by the Hirer and the University. On confirming a Booking, the Hirer agrees to pay all the charges listed on the Application when they are due. The Hirer is required to confirm the minimum and maximum numbers for the Booking and the minimum numbers will be the minimum for which the Hirer will be invoiced.
- 4.2.2 In the event that these details are not confirmed, the University will charge on the basis of the last numbers provided by the Hirer to the University, or the number of guests it accommodates, whichever is the greater. Any amendments to these arrangements must be received by the University no later than three days prior to the Relevant Event. These will be the minimum numbers for which the Hirer will be charged. Late cancellations/reductions in numbers/amendments will be dealt with under the cancellation policy.
- 4.2.3 The University reserves the right to make a credit check to ensure the Hirer can meet all charges when they fall due.
- 4.2.4 This check will be made before the Hirer confirms the booking with the University. Should at any point the Hirer's credit rating give rise to a cause for concern, the University may request full or part payment in advance of the Relevant Event. In this circumstance, a staged payment plan may be agreed and written into the Booking Contract.

4.3 Deposit

- 4.3.1 The University may request a deposit on a confirmed booking if the booking value of the application is higher than £500.00. The University will send to the Hirer a deposit invoice which will represent:-
 - (a) 10% of the booking value at the time of confirmation if the relevant event is booked more than six months in advance; or
 - (b) 30% of the booking value at the time of confirmation if the relevant event is booked less than six months in advance.
- 4.3.2 If the booking value exceeds £50,000, the University may apply a phased payment schedule.

4.4 Payment

- 4.4.1 The University will send to the Hirer an invoice within 30 days of the end of the Relevant Event and payment is then due within 30 days of the date of the invoice.
- 4.4.2 If the Hirer does not pay within 30 days of the date of the invoice, the University will charge the Hirer interest at 3% above the base lending rate of the Ulster Bank

Limited as at the date of the invoice. If the expression 'the Hirer' includes more than one person then those persons will be jointly and severally liable under the terms of the Booking Contract.

4.5 Amendments or changes to the Booking

- 4.5.1 Amendments or changes to the Booking must be agreed in writing by the University. Reductions in the duration or contracted value of the Booking shall be subject to the University's cancellation policy.
- 4.5.2 In the event that part of the released Premises and services cannot be re-sold, then any reductions of 10% or more of the Booking Value shall be subject to the University's Cancellation Policy.

4.6 Cancellation

- 4.6.1 The Hirer must notify the University in writing as soon as possible if it wishes to cancel, postpone or part-cancel a confirmed Booking.
- 4.6.2 The University may levy the following charges in the event that a Relevant Event is cancelled or postponed:-
 - (a) 12 months to 6 months prior to the Relevant Event – 10% of the Booking Value;
 - (b) 6 months to 3 months prior to the Relevant Event – 30% of the Booking Value;
 - (c) 3 months to 1 week prior to the Relevant Event – 75% of the Booking Value; and
 - (d) Less than 7 days prior to the Relevant Event – 100% of the Booking Value.
- 4.6.3 In the event of any cancellation pursuant to Clause 4.6.1, the University shall attempt to re-sell the Premises.
- 4.6.4 If the University is able to re-sell the Premises (or any part of the Premises) reserved on the Hirer's behalf, the cancellation charges will be reduced by the amount received by the University for those Premises. A deposit is only refundable if the University is able to re-sell all the Premises on the Hirer's behalf. Definitive cancellation and postponement charges due can only be confirmed to the Hirer after the intended date of the Relevant Event.
- 4.6.5 The cancellation charges will be made on all pre-booked items at the point of cancellation which includes but is not limited to charges for meeting rooms, conference rooms, function rooms, any catering to be provided by the University and any additional personnel.
- 4.6.6 The University may cancel the Booking if:-
 - (a) the Booking may prejudice the reputation of the University; or
 - (b) the University becomes aware of any deterioration in the Hirer's financial situation such that the University reasonably considers the Hirer may not be in a position to fulfil its obligation under the terms of the Booking Contract.
- 4.6.7 The University will not be liable in such an event for any consequential losses alleged to be suffered by the Hirer as a result of a cancellation or postponement.

5. **INDEMNITY AND INSURANCE**

- 5.1 Whilst the University uses all reasonable endeavours to ensure the safety of all persons and their property whilst on University Premises, no liability is accepted for any loss of or damage to property of any description including money, valuables, luggage, clothing or motor vehicles belonging to the Hirer or their guests.

6. **LIABILITY**

- 6.1 Nothing in these Conditions shall limit or exclude the liability of either Party for:-

- 6.1.1 death or personal injury resulting from its negligence;
- 6.1.2 fraud or fraudulent misrepresentation;
- 6.1.3 any indemnities within the Booking Contract; and/or
- 6.1.4 any other matters which cannot be limited or excluded by law.

- 6.2 Subject to Clause 6.1 neither Party shall be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise for any special, indirect or consequential damage or loss arising in connection with the Booking Contract.

- 6.3 Subject to Clauses 6.1 and 6.2 the University's liability is otherwise limited to the value of the Booking.

7. **TERMINATION**

- 7.1 Without affecting any other rights or remedies the Parties may have, the University may terminate the Booking Contract immediately if the Hirer:-

- 7.1.1 commits a material breach of the Booking Contract and, if such a breach is remediable, fails to remedy that breach within 30 days of it being notified of the breach; or
- 7.1.2 repeatedly breaches the Booking Contract (whether of the same or different contractual provisions) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention, or ability, to perform the Booking Contract; or
- 7.1.3 is deemed or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken by it or by another person in respect of any of these circumstances; or
- 7.1.4 suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business or operation.

- 7.2 Where a Booking Contract is terminated pursuant to Clause 7.1 the cancellation provisions at Clause 4.6 apply. To the extent that the University is unable to re-sell the Premises (or any part of the Premises) reserved on the Hirer's behalf, that part of the charges shall be forfeited as liquidated damages in accordance with Clause 4.6.

8. **FORCE MAJEURE**

8.1 In this clause '**Force Majeure**' means:

- 8.1.1 any cause beyond the University's control (including fire, explosion or other damage or any act or event of force majeure);
- 8.1.2 local or national restrictions imposed by a local authority, public health body, Northern Ireland Executive or central government made in the interest of public health or safety; or
- 8.1.3 industrial action or dispute involving the University; or
- 8.1.4 special event (such as a State Visit) requiring full use of University Premises.

8.2 We shall use reasonable endeavours to minimise the effects of a Force Majeure event.

8.3 If the Relevant Event cannot be held because the University cannot make the Premises available to you due to a Force Majeure event, the University shall make a full refund to the Hirer of all monies paid by him but shall not be liable for any losses whether direct or indirect suffered by the Hirer as a result of the cancellation of the Relevant Event.

8.4 The Hirer acknowledges that in the event of Force Majeure the University may be required to take one or more of the following measures for the safety of University staff and the safety of delegates attending the Relevant Event to which the Booking Contract relates:

- 8.4.1 impose maximum delegate numbers at the event;
- 8.4.2 limit food or drink availability;
- 8.4.3 impose specific requirements regarding PPE;
- 8.4.4 restrict the numbers of overnight stays;
- 8.4.5 limit any planned entertainment for the Relevant Event; and/or
- 8.4.6 designate alternative entrance and exit routes.

In some of these circumstances the University may, at its discretion, consider revising the Booking Value.

8.5 If the University is obliged to close the Premises to which the Booking Contract relates, it may offer the Hirer an alternative date for the Relevant Event but if that cannot be agreed the Booking Contract will be deemed cancelled and the University will refund in full any deposit or pre-payment made by the Hirer and no further payment will be required.

8.6 If the Hirer is unable to provide the agreed minimum numbers as specified on the Application as a direct result of local or national restrictions imposed by a local authority, public health body, Northern Ireland Executive or central government made in the interest of public health or safety, then the University will either:

- 8.6.1 offer the Hirer a proportionate reduced fee for the Relevant Event; or
- 8.6.2 agree to cancel the Booking Contract and refund in full any deposit or pre-payment made by the Hirer and no further payment will be required.

If delegate numbers decrease below 70% of the agreed minimum numbers as specified on the Application (notified by the Hirer in writing a minimum of 5 working days prior to the

Relevant Event) the University reserves the right to cancel the Relevant Event and refund in full any deposit or pre-payment made by the Hirer and no further payment will be required.

- 8.7 The University shall not be liable for any losses whether direct or indirect suffered by the Hirer as a result of a Force Majeure event.