



# CONFERENCING & EVENTS

AT LIVERPOOL HOPE UNIVERSITY

Liverpool Hope University (“**the University**” or “**We**”) is appointed by the client (the “**Client**” or “**You**”) named as such in the Order Form issued by the University (“**Order Form**”) to deliver the goods and services set out in the Order Form subject to the following Terms and Conditions. The Order Form and these Terms and Conditions form the contract between the University and the Client (“**Contract**”).

**We would like to draw your attention specifically to Clause [5] and [11] of these Terms and Conditions.**

These Terms and Conditions supersede any other terms and conditions. We reserve the right to impose certain special terms and conditions that may be applicable to your booking in addition to these Terms and Conditions and they will be set out in the Order Form. The Contract constitutes the entire agreement between You and the University for the use of the University premises as indicated in the Order Form (“**Venue**”) during the dates set out in the Order Form (“**the Event Period**”).

## Definitions

<b>‘Consequential Loss’</b>	means the following types of loss whether arising from negligence, breach of contract or otherwise (a) loss of profits, revenue or other types of economic loss; (b) loss of business or contracts; (c) loss of anticipated savings or goodwill; (d) losses arising from loss of data; (e) any losses which arise other than directly and naturally from a breach of contract or other losses which the court holds to be consequential, special or indirect losses; or (e) any losses arising from any claim by a third party for any of the above types of loss.
<b>‘Delegate’</b>	means any individual invited by the Client to attend the Event.
<b>‘Event’</b>	means the conference, meeting, exhibition, lecture, school, event or any other activity for which the Client is engaging the University to provide the Venue and/or Services.
<b>‘Information Pack’</b>	means an information pack to be produced by the University and provided to the Client setting out the policies of the University in relation to the use of the Venue including (without limitation) policies relating to fire safety, general health and safety, kitchen safety and rules on behavior and etiquette.
<b>‘Parties’</b>	means the ‘University’ and the ‘Client’.
<b>‘Services’</b>	means the service requirements requested by the Client in the Order Form which the University is to provide in accordance with these Terms and Conditions.
<b>‘Working Days’</b>	means 9am – 5pm, Monday to Friday excluding Public Holidays in England.
<b>‘Administration Fee’</b>	means a fee to be determined by the University.

## 1. Booking Procedure and Confirmation

- 1.1. The signed Contract must be returned by the Client and received by the University within five Working Days of the date that the Contract is issued to You by the University unless otherwise agreed. If the signed Contract is not received by the University within this period, the University reserves the right to release the provisional booking and re-let the facilities.
- 1.2. All bookings are provisional until the Order Form and Terms and Conditions (signed by you) is countersigned on behalf of the University and dated. We will provide you with a copy of the countersigned and dated Contract.
- 1.3. The numbers of Delegates expected to attend the Event shall be advised to the University at the time of the initial enquiry shall be identified on the Order Form as the Contract Minimum. This represents the minimum number of guests you guarantee will attend the Event and the University has or will calculate its initial charges on this basis. The amount payable by You will therefore be calculated according to the highest of either (a) the Contract Minimum (b) the Final Number or (c) the number who actually attended the Event.
- 1.4. You must inform The University of the actual number of guests including all final catering requirements (“Final Number”) at least 15 Working Days before the start of the Event Period. This Final Number will override the anticipated number specified in the Order Form but will not affect the Contract Minimum.
- 1.5. Delegates Final timings, menus and any special requests must be confirmed to the University at least 15 Working Days prior to the start of the Event Period.

- 1.6. At the University's discretion and ONLY in exceptional circumstances will the University allow changes after 15 Working Days prior to the start of the Event Period. In these circumstances the University will charge an Administration fee that will be payable immediately by the Client. All changes required to the booking after the ("Final Number") period should be verbally advised to the University in the first instance.
- 1.7. Charges are based on the information provided to the University by You. It is your responsibility to check that the information you provide is accurate and to give us all the information we need to complete your booking. The charge or basis on which the charges will be calculated is as set out in the Order Form.

## 2. Deposits

- 2.1. Should a deposit be required for the Event, this will be specified on the Order Form.
- 2.2. The deposit must be paid when You return the signed Contract in accordance with clause [1.1]. If the Deposit is not returned the booking will not be confirmed.
- 2.3. All deposits are non-refundable.

## 3. Payment

- 3.1. All charges will be invoiced to the Client. Payment must be made 30 days prior to the start of the Event Period.
- 3.2. The cost of any additional goods, Services, facilities or extra Delegates requested in accordance with these Terms and Conditions and with prior agreement by the University will be included in an invoice issued after the Event Period and forms part of the charges you must pay to the University. You must pay the balance of all sums outstanding under the Contract within 30 days of the date of an invoice issued by the University.
- 3.3. Payment must be made in Pounds Sterling (UK) and payable to Liverpool Hope University.
- 3.4. All prices and charges stated by the University are exclusive of VAT unless otherwise stated and VAT will be added to such prices and charges as appropriate.
- 3.5. Time of payment is of the essence. For the purposes of these Terms and Conditions, payment is made when We receive it in cleared funds.
- 3.6. Without prejudice to any other rights or remedies that the University may have, if payment is not received from You by the due date, the University has the right to suspend services to you and to charge interest at the applicable rates. We reserve the right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002. If you fail to make any payment on the due date then the balance of the charges in respect of the Event shall be immediately due and payable on demand.
- 3.7. The University reserves the right, by giving notice to the Client at any time prior to the start of the Event to increase the prices to reflect any increase in the cost to the University, which is due to any factor beyond the control of the University, any change in the specifications requested by the Client, or any delay caused by any instructions of the Client, or failure of the Client to give the University adequate information or instructions.

## 4. Cancellation by the Client

- 4.1. In the unfortunate circumstances that you have to cancel or postpone your Event or part of the confirmed booking at any time prior to the start of the Event Period, a cancellation fee shall be payable by You based on a percentage of the charges payable, in respect of the Contract Minimum according to the number of clear days between the date that We receive written notification from You that You wish to cancel and the start of the Event Period (the "Cancellation Notice"), as set out below:

Cancellation Notice	Charges (as set out in the Order Form)
18 Month – 12 Months	10%
11 Months – 6 Months	50%
5 Months – 3 Months	75%
2 Months – 28 days	90%
28 days or less	100%

- 4.2. In addition to the above, any third party charges incurred by the University on your behalf will be added to the cancellation charge.
- 4.3. Any cancellation, postponement or partial cancellation should be verbally advised to the University in the first instance. All cancellations must be confirmed in writing to the University, before such cancellation becomes effective.
- 4.4. The cancellation charge is exempt of VAT. At the time of cancellation, We provide You with an estimate of the maximum amount of the cancellation charge that could be incurred by You. The University shall use its reasonable endeavours to re-sell the facilities or services cancelled. We can only confirm the actual amount of the cancellation charge after the intended date of the Event, when the estimated charge may be reduced by the University's profit on any alternative business We have been able to secure to replace your Event.
- 4.5. We will invoice you for any cancellation charges after the intended date of the Event. The invoice will be payable in full within 30 days of its issue date.

## 5. Termination, Cancellation and Alteration by the University

- 5.1. The University reserves the right to alter the Venue or offer alternative facilities for reasons including but not limited to a shortfall in Delegate numbers. The University shall use its reasonable endeavors to ensure that the substitute Venue shall be one of equal suitability but may be on an alternative campus. We will use reasonable endeavours to give you as much notice of this as possible.
- 5.2. Without prejudice to any other rights or remedies available to the University, the University may cancel the booking with immediate effect without liability to You in the following circumstances:
  - 5.2.1. if the booking might, in the sole opinion of the University, prejudice the reputation or business of the University.
  - 5.2.2. If any sum payable under this Contract is not paid within 7 days of its due date.
  - 5.2.3. if the Client is more than 30 days in arrears on payments due under other contracts with the University.
  - 5.2.4. if the University becomes aware of any situation which suggests that the Client may not be able to pay its debts as they become due; if any insolvency or bankruptcy proceedings are taken out in relation to the Client; or if an administrator or liquidator is appointed.
  - 5.2.5. If the Client commits a breach of any of its obligations under the Contract or under any other contract with the University.
  - 5.2.6. If any Delegate behaves in a manner which is unacceptable to the University and following a request to desist made to the Client, the Delegate does not desist.
- 5.3. We reserve the right to judge acceptable levels of noise or behaviour at the Event. You must ensure compliance with the University's directions regarding noise or behaviour. We may exclude or eject any Delegate from the Venue, if we reasonably consider such person to be objectionable, and to terminate the Contract and stop the Event without liability to You, if, in our reasonable opinion, this action is necessary to prevent or terminate unacceptable noise or behaviour.
- 5.4. Termination of the Contract will not affect the rights and duties accrued before termination. Should the University have to invoke clause [5.2] above, the Client acknowledges that the University may still charge the cancellation fees as set out in clause [4.1].

## 6. Client's Obligations

- 6.1. The Client shall be responsible for the behaviour of the Delegates and the supervision and safety of Delegates.
- 6.2. The Client shall comply with and shall ensure that each Delegate shall comply with any rules, regulations, instructions or requests made by the University in the Information Pack or given verbally by the University or any member of its staff during or prior to the Event Period.
- 6.3. The Client undertakes:
  - 6.3.1. to use the Venue only for the purpose of hosting the Event during the Event Period.
  - 6.3.2. not to contravene the law or any applicable licences that may be held by or on behalf of the University.
  - 6.3.3. not to use the Venue or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance to the University, its grounds or the owner or occupier of any neighbouring property.
  - 6.3.4. not to do anything which might invalidate any insurance maintained by the University in respect of the Venue, or which might increase the insurance premium payable for the Venue.
  - 6.3.5. not to bring onto University premises any animals (except guide dogs for the blind).
  - 6.3.6. not to bring to the Venue or any part of it any wines, spirits, food or beverages without the prior written consent of the University.
  - 6.3.7. not to park on or obstruct any highway or route allowing access to the Venue or any University premises.
  - 6.3.8. not to make any alterations, attachments or additions to the Venue without the prior written consent of the University.
- 6.4. The Client undertakes that it shall procure that all Delegates have left the Venue at the end of the Event Period or such later time as the University may have agreed in advance in writing.
- 6.5. The Client is responsible for ensuring that any external supplier employed/contracted by the Client complies with the terms of this Contract; all statutory requirements and the rules, regulations and policies of the University. All external suppliers that You wish to use must have insurance cover to the same levels as those set out in clause [9] below. We reserve the right to object to your use of any third party supplier that We, in our reasonable opinion, consider to be unsuitable or unsafe and We may require their removal from the Venue.
- 6.6. Whilst We can recommend suppliers to You for your Event, we offer no guarantee regarding their services. Any contract for services is solely between You and the supplier.
- 6.7. The Client shall inform the Conference Office of any copyright music that may be played during the Event where applicable. This information will be given to PRS for Music. You will also be responsible for covering all costs associated with the use of copyright music.

## 7. Health and Safety

- 7.1. You must be able to evidence that all portable electrical equipment to be used at the Event has a safety test certificate of not less than 12 months old, issued by a qualified electrician.
- 7.2. You must ensure that a risk assessment and method statement are complete prior to the event start date. The University will review the risk assessment and method statement to ensure that you have identified any risk, associated with the set-up, the actual event/conference itself and the de-rig of the event, established who may be harmed, evaluated the risks and recorded and implemented the findings. The University reserves the right to terminate any event, if Risk Assessments and Method Statement are not returned for approval or if it is not evident that hazards are being managed in an adequate manner (in the sole opinion of the University).
- 7.3. If applicable the Client shall forward plans and layouts of exhibitions to the University at least 3 months prior to the Event for approval by the University's Health and Safety Officer. Any alterations made to the plans or layout by the University and notified to the Client must be complied with.
- 7.4. The Client undertakes to ensure that the maximum number of persons at the Venue shall not exceed the maximum number of guests shown on the Order Form.

## 8. **Publicity Materials**

- 8.1. The Client shall not use the University's name, logo or trademarks unless agreed and approved in writing by the University.
- 8.2. The University shall, at its own expense and discretion, have the right if appropriate to utilise, publicise, reproduce, publish, broadcast or transmit (alone or as a compilation of the media) all of the publicity material provided by the Client for the purposes of promoting the Event.

## 9. **Insurance**

- 9.1. The Client shall maintain in force such insurance policies as are appropriate and adequate with a reputable insurer having regard to its obligations under this Contract including, without limitation, public liability insurance and employers' liability insurance for no less than £5 million per annum.
- 9.2. The Client shall on the written request of the University provide reasonable details of the policies taken out in accordance with clause [9.1].

## 10. **Indemnities**

- 10.1. The Client will be liable for the cost of any damage to University property and associated losses caused by the Client or any Delegates. Any such charge shall be added to the charge and payable in accordance with clause [3.2].
- 10.2. The Customer shall indemnify and keep indemnified the University against all costs, claims, actions, demands and liabilities incurred by the Client or its Delegates in respect of or arising in connection with the use of the Venue and/or Services in connection with the Contract.

## 11. **Liability of the University - THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

- 11.1. The following sets out the entire financial liability of the University (including any liability for any acts or omissions of its employees, agents or subcontractors) to You in respect of any breach of the Contract and any representations, statement, acts or omissions (including negligence) arising under or in connection with the Contract and in respect of any contemplated performance or lack of performance.
- 11.2. Nothing in this clause shall exclude or limit the liability of either party for death, personal injury or fraud caused by its negligence or for fraudulent misrepresentation.
- 11.3. The University shall not in any circumstances be liable to You for any Consequential Loss.
- 11.4. The University shall not in any circumstances be liable for loss or damage to personal property, including, without limitation, any clothing or vehicles.
- 11.5. Subject to clause [11.1] the University's total liability in contract, tort (including negligence or breach of statutory duty), mis-representation or otherwise, arising in connection with the performance or contemplated performance or lack of performance of the Contract shall be limited to the charges paid under the Contract.
- 11.6. The University shall not be liable for any loss or inconvenience, or in any other way should it be necessary in exceptional circumstances for the Event to be delayed, prevented from performance or cancelled on account of matters beyond its control by reasons of force majeure, which for the purposes hereof shall include but not be limited to fire, flood, strikes, reduction of unavailability of power or other services. In such an eventuality, every effort will be made to rearrange the booking to a suitable date at the option of the customer.

## 12. **General**

- 12.1. Under no circumstances is this Contract intended to create a relationship of landlord and tenant between the Parties nor is it intended to confer exclusive possession on the Client. The Client will not be entitled to any assured, assured shorthold, or any other tenancy, nor will the Client be entitled to any statutory security of tenure at the end of the Event Period.
- 12.2. The University reserves the right for duly authorised members of staff to enter the Venue or any part thereof at any time for any purpose.

- 12.3. These Terms and Conditions shall be governed by the law of England and Wales. The Parties hereby submit to the exclusive jurisdiction of the English Courts.
- 12.4. The Client shall not be entitled to assign, charge, subcontract or transfer the Contract or any part thereof without the prior written consent of the University.
- 12.5. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract and no third party shall have the benefit of or right to enforce these Terms.
- 12.6. If any provision of these Terms is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected thereby.