

CONFERENCE21

BOOKING PROCEDURE, TERMS AND CONDITIONS

These terms and condition govern the contractual relationship between the Organiser and Sheffield Hallam University.

Please ensure that you have read and understood these booking procedures and terms and conditions before signing the Booking Form. In particular you should note the terms relating to cancellation and alteration (sections 2.3 and 3).

By confirming a booking as outlined in paragraph 1.1, the Organiser accepts the terms and conditions detailed in paragraphs 1-25.

1. DEFINITIONS

'the Agreement'	means these terms and conditions;
'the Attendees'	means the persons, delegates or guests who attend the Event and includes students and staff of the University;
'the Booking Form'	means the form prepared by the University containing the details of the Services and the Facilities to be provided for the Event;
'Conference21'	is a department of Sheffield Hallam University. All Event bookings are organised by Conference21 on behalf of Sheffield Hallam University;
'the Event'	means the event the details of which are set out on the Booking Form;
'the Facilities'	means the accommodation, I.T. and other facilities required for the Event and listed on the Booking Form;
'the Organiser'	means the person or organisation whose booking for the Services and Facilities is accepted by Conference21;
'Public Event'	means any Event which is open to the general public and at which the Organiser does not know in advance the number or names of Attendees;
'the Services'	means services requested by the Organiser and listed on the Booking Form;
'Sheffield Hallam University Enterprises Ltd'	means a company by that name which is a wholly owned subsidiary of Sheffield Hallam University.
'the University'	means Sheffield Hallam University and any reference to the University includes a reference to Sheffield Hallam University Enterprises Ltd;
'in Writing' or 'Written'	means set down in a letter, email or facsimile.

2. BOOKING PROCEDURE

2.1 Provisional Booking

Having discussed the Organiser's requirements and provisionally agreed the Services and Facilities to be provided and the dates and prices for the Event, Conference21 will

send the Organiser a Booking Form and hold the booking on a provisional basis for 14 days from the date on which they send out the Booking Form. To confirm the booking the Organiser must complete and sign the Booking Form to accept these terms and conditions and must return it to Conference21. If Conference21 does not receive the Booking Form within the 14 days, the provisional booking will lapse and Conference21 will be under no obligation to provide the Services and Facilities to you.

2.2 Confirmation of Booking

The contract is formed when Conference21 replies to the Organiser confirming all the details of the Event and sends an invoice for the deposit. Conference21 will reply and send the invoice for the deposit within 14 days of receiving the Booking Form or by return of post if the proposed Event is within 14 days. The deposit will be 25% of the estimated total amount due or £50.00, whichever is the greater. Deposits are non-refundable but will be deducted from the final invoice subject to any cancellation fees being due. The deposit is payable within 14 days of the date of invoice except in cases where the completed Booking Form is received less than 14 days prior to the proposed date of the Event where the deposit is payable by return of post. Conference21 reserves the right to require full payment in advance of the Event.

2.3 Prior to the Event

At least 21 days prior to the Event menus, room layouts, audio visual requirements and overall programme details must be confirmed in Writing and agreed with Conference21. Save in the case of Public Events, the Organiser must confirm final Attendee numbers in Writing 10 days prior to the Event. This number will be the minimum charged for in the final invoice. If the actual number of Attendees is higher, the Organiser will be invoiced for the additional Attendees. After the 21 day confirmation any proposed alteration to the provision of Services or Facilities must be submitted in Writing to Conference21 as soon as reasonably practicable. Conference21 will endeavour to accommodate reasonable alterations but shall be under no obligation to do so. Without prejudice to any other provision of the terms, Conference21 reserves the right to make an additional charge in respect of any such alteration. Conference21 may cancel the Agreement at any time prior to the Event.

2.4 Payment of final invoice

Accounts are payable within 14 days of the date of invoice. All amounts specified will be due in pounds sterling. Invoices for Events booked through Conference21 are issued by Sheffield Hallam University Enterprises Ltd. Cheques should be made payable to 'Sheffield Hallam University Enterprises Ltd'. Invoices of £100.00 or less must be paid by credit or debit card.

3. CANCELLATIONS AND REDUCTIONS IN NUMBERS

3.1 If a booking is made and the Organiser subsequently cancels it or reduces the guaranteed minimum number, the following cancellation charges will apply:

- 3.1.1 Up to 90 days prior to the Event, no charge;
- 3.1.2 90 – 31 days prior to the Event, 50% cancellation fee;
- 3.1.3 30 – 15 days prior to the Event, 75% cancellation fee;
- 3.1.4 14 days or fewer prior to the Event, 100% cancellation fee.

3.2 The cancellation fee is based on the revenue which would have been generated if the booking had not been cancelled in full, or part, and is calculated from the tariff that would have applied for the Event. The cancellation fee is exempt from VAT. The date of any cancellation is deemed to be the date that Written confirmation is received by Conference21.

3.3 Conference21 will make every effort to re-let cancelled Facilities, and may reduce charges accordingly. Conference21 reserves the right to recover from the Organiser any additional costs incurred from a cancelled booking.

3.4 If the booking is cancelled by Conference21, no charges will be made and any deposits paid will be refunded. No financial or other liability will however be accepted by Conference21 if the cancellation results from causes beyond its reasonable control.

4. SUBSTITUTION OF SERVICES OR FACILITIES

4.1 Conference21 reserves the right to substitute alternative Services or Facilities of a similar or equivalent nature to those agreed in the booking and shall give such notice of alterations to the Organiser as may be reasonably practicable in the circumstances.

4.2 Whilst reasonable steps will be taken to resolve any technical difficulties, the University cannot guarantee that IT services such as Wi-Fi will be in operation on the day of an Event.

5. CHARGES AND VAT

Tariffs are correct at the time of printing but may be subject to change. Please note that all prices quoted are subject to VAT at the standard rate unless otherwise quoted. A VAT exemption certificate, if applicable, must be provided prior to the Event taking place.

6. INSURANCE

The Organiser must have public liability insurance for a minimum of £2m and shall provide to Conference21 upon request evidence that such insurance is in force.

7. LIABILITY AND INDEMNITY

7.1 In the Event of any breach of the University's express obligations in these terms and conditions the remedies of the Organiser will be limited to damages.

7.2 The University does not exclude its liability (if any) to the Organiser:

7.2.1 for breach of the University's obligations arising under section 2 of the Supply of Goods and Services Act 1982, or section 12 of the Sale of Goods Act 1979;

7.2.2 for personal injury or death resulting from the University's negligence;

7.2.3 under section 2(3) Consumer Protection Act 1987;

7.2.4 for any matter which it would be illegal for the University to exclude (or to attempt to exclude) its liability; or

7.2.5 for fraud.

7.3 Except as provided in Conditions 6.1 and 6.2, the University will be under no liability to the Organiser whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:

7.3.1 the Services or the provision of or failure or delay in supply of the Services by the University or on the part of the University's employees, agents or sub-contractors

7.3.2 any breach by the University of any of the express or implied terms of the Contract;

7.3.3 any statement made or not made, or advice given or not given, by or on behalf of the University;

7.3.4 any property brought onto Sheffield Hallam University premises by the Organiser.

- 7.4 Except as set out in Conditions 6.1 and 6.2 the University hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Organiser.
- 7.5 Each of the University's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in these terms and conditions in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the words 'the University' wherever they appear in these terms and conditions.
- 7.6 The Organiser acknowledges that the above provisions of this Condition 6 are reasonable and reflected in the price which would be higher without those provisions, and the Organiser will accept such risk and/or insure accordingly.
- 7.7 The Organiser agrees to indemnify, keep indemnified and hold harmless the University from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which the University incurs or suffers as a consequence of:
- 7.7.1 a direct or indirect breach or negligent performance or failure or delay in performance by the Organiser of the terms of the Contract; and/or
- 7.7.2 any damage to property real or personal or any personal injury caused by the Organiser or the Attendees.
- 7.8 The Organiser agrees to ensure the suitability, safety and compliance with legal requirements of any equipment, Facility or Service provided directly by the Organiser and to provide to Conference21 on request proof of suitability, safety and/or compliance with legal requirements. Any electrical equipment provided by the Organiser must be PAT tested. The Organiser warrants that it shall not bring onto the University's premises or use on the University's premises any equipment, facility or service that does not comply with this 7.8. The University reserves the right to object to the use of or seek modifications to any equipment provided by the Organiser, such right not to be exercised unreasonably.
- 7.9 The Organiser will be responsible to the University for covering the cost of making good to the satisfaction of the University any damage done to University premises, furniture or other property arising from the use of University premises by the Organiser and/or Attendees.

8. ACCESS TO UNIVERSITY PREMISES

- 8.1 The University reserves the right without notice to exclude from further attendance at the Event any Attendee whose behaviour in the opinion of the University, causes or is likely to cause nuisance, offence or annoyance, or is likely to endanger the health, safety, well being, or enjoyment of any other person. No refund or other payment will be made in respect of such exclusion, nor will substitute delegation be permitted.
- 8.2 The University reserves the right to have access at all times to any part of the premises used by the Organiser and Attendees.
- 8.3 The Organiser will ensure that it and all Attendees vacate and cease the use of the Facilities at or before the agreed time for the Event (or any part of it) to end. The University reserves the right to charge the Organiser for any direct and indirect costs

incurred in relation to the occupation of University premises by Attendees outside the agreed times.

- 8.4 The Organiser is responsible for controlling the numbers of Attendees on University premises and must make arrangements to prevent the number of Attendees in any booked area from exceeding the maximum permitted number as specified on the Booking Form.
- 8.5 The Organiser shall ensure that any children (i.e. persons under the age of 18) attending the Event or using any of the Facilities are properly supervised and that there is at least 1 adult for every 15 children.

9. ADHERENCE TO UNIVERSITY POLICIES

- 9.1 The Organiser shall ensure that whilst on University premises Attendees adhere to the rules and regulations of the University and all University policies, including policies on Health and Safety, Equality and Diversity, Harassment, Freedom of Speech, as well as the University's IT Regulations. The University operates a no smoking policy.
- 9.2 Policies and regulations may be downloaded from the following webpage by clicking on the link "Rules and Regulations" at the bottom of the page: <http://shuspace.shu.ac.uk/webapps/portal/frameset.jsp>. Hard copies are available on request from the Conference21 office.

10. CATERING ARRANGEMENTS

- 10.1 Permission cannot be given for outside catering contractors to use University premises, nor is the Organiser permitted to supply their own food and drink for consumption on University premises.
- 10.2 Areas within the University are licensed for the sale of alcohol. An extension beyond the normal licensing hours can be arranged through the Conference21 office subject to the payment of an additional fee.

11. TERMINATION

- 11.1 Conference21 may give Written notice to terminate the contract immediately for any one of the following non-exhaustive list of reasons:
- 11.1.1 if the Organiser is in material breach of these terms and conditions. For the avoidance of doubt failure to pay any sum due in accordance with condition 2.4 is a material breach of these terms and conditions.
 - 11.1.2 if the Organiser or the nature of the Event would, in the reasonable opinion of the University, adversely affect its reputation or be illegal or discriminatory;
 - 11.1.3 if the Organiser enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a similar effect.

12. RISK ASSESSMENT

The Organiser is responsible for producing a risk assessment for their Event and any activities associated with the Event. Conference21 can provide information and advice to help with the process, and reserves the right to ask the Organiser to provide a copy of the risk assessment.

13. FORCE MAJEURE

Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of these terms and conditions if it is due to any

occurrence beyond the reasonable control and contemplation of a party to this Agreement including, without limitation, acts of God, acts of any government or supra-national authority, war or threat of war, industrial disputes (whether or not relating to that party's workplace), protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies and the party so delayed will be entitled to a reasonable extension of time for performing such obligations.

14. AUTHORITY

The Organiser warrants and represents to Conference21 that it has all the necessary authority, power and capacity to enter into and perform this Agreement and that all necessary actions have been taken to enter into it properly and lawfully and this Agreement constitutes obligations binding on each party in accordance with its terms.

15. ASSIGNMENT

The Organiser may not, without the prior Written consent of Conference21, subcontract, assign or delegate any of its benefits or obligations under these terms and conditions.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it, save for those persons referred to in clause 7.5.

17. INDEPENDENT CONTRACTOR

The Organiser warrants and represents that it is entering into this Agreement as principal and not as agent for any person and will act as an independent contractor in carrying out its obligations under these terms and conditions.

18. SET-OFF

The University will be entitled to set off any liability of the Organiser to the University against any liability of the University to the Organiser (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency). The University's rights under this clause will be without prejudice to any other rights or remedies available to the University under this Agreement or otherwise.

19. ENTIRE AGREEMENT

This Agreement contains all the terms which the parties have agreed in relation to the subject matter of this agreement and supersedes any prior Written or oral agreements, representations or understandings between the parties in relation to such subject matter. Nothing in this clause 19 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

20. VARIATION

This Agreement may only be varied or amended in Writing and signed by the parties or their duly authorised officers.

21. WAIVER

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of this Agreement nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

22. NOTICES

22.1 Any notice, invoice, demand or communication in connection with this Agreement will be in Writing and may be delivered by hand, post, email or facsimile addressed to the recipient at its registered office or any other address (including an email address or facsimile number) notified to the other party in Writing in accordance with this clause as an address to which notices, invoices, demands or and communications may be sent. The notice, invoice, demand or communication will be deemed to have been duly served:

22.1.1 if delivered by hand, at the time of delivery;

22.1.2 if delivered by post, 48 hours after being posted or:

22.1.3 if delivered by email or facsimile, at the time of transmission.

22.2 Any document containing a signature which is sent by email must be sent as a scanned PDF.

23. MEDIATION

If any dispute arises out of this Agreement, the parties will attempt to settle it by mediation. To initiate a mediation, a party must give notice in Writing ("the mediation notice") to other party to the dispute in accordance with clause 22. The parties will seek to agree the appointment of a mediator but, failing agreement within 28 days of the service of the mediation notice, will ask CEDR to appoint a mediator. If either party refuses at any time to participate in the mediation procedure and in any case if the dispute is not resolved within 60 days of the service of the mediation notice, then either party may commence proceedings in accordance with clause 25.

24. INTERPRETATION OF THE TERMS AND CONDITIONS

If any part or provision of these terms and conditions be held unenforceable at law, the part or provision in question shall be disregarded only to the extent to which it has been held unenforceable and no further; and the validity and enforceability of any other part or provision of these terms and conditions shall not thereby be affected.

25. GOVERNING LAW

The formation, existence, construction, performance, validity and all aspects whatsoever of these terms and conditions will be governed by and construed in accordance with English law. The parties agree to irrevocably submit to the exclusive jurisdiction of the English Courts to settle any dispute which may arise out of, or in connection with, these terms and conditions.