

## SHEFFIELD HALLAM UNIVERSITY CAMPUS SPACE OFFER

### PROCEDURE, TERMS AND CONDITIONS

These terms and conditions 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 sending your email acceptance.

By confirming a booking as outlined in paragraph 1.1, the Organiser accepts the terms and conditions detailed in paragraphs 1-24.

#### 1. DEFINITIONS

<b>'the Agreement'</b>	means these terms and conditions and any terms contained in the Booking Offer, agreed by the Organiser and the University;
<b>'the Attendees'</b>	means the persons, delegates or guests who attend the Event and includes students and staff of the University;
<b>'the Booking Offer'</b>	means the offer of booking email prepared by the University containing the details of the Facilities to be provided for the Event and guidance on space usage;
<b>'the Confirmation of Availability'</b>	means the confirmation of availability email sent by the University to the Organiser with details of availability and the Agreement;
<b>'the Event'</b>	means the Event the details of which are set out in the Booking Offer;
<b>'the Facilities'</b>	means the accommodation required for the Event and listed in the Booking Offer;
<b>'the Hallam Community Space Inbox'</b>	means the inbox that all correspondence should be sent to, which is <a href="mailto:HallamCommunitySpace@shu.ac.uk">HallamCommunitySpace@shu.ac.uk</a> ;
<b>'the Space Request Form'</b>	means the form the Organiser will complete to provide details of the booking request.
<b>'the University'</b>	means Sheffield Hallam University and any reference to the University includes a reference to Sheffield Hallam University Enterprises Limited (SHUEL);
<b>'in Writing' or 'Written'</b>	means in a letter or set down in an email

#### 2. BOOKING PROCEDURE

##### 2.1 Provisional Booking

Having received the Organiser's requirements via the Space Request Form, the University will review the request and if appropriate send a Booking Offer to the Organiser and will hold the booking on a provisional basis until the Wednesday of the week before the Event date. To confirm the booking, the Organiser must read

and accept the Agreement and send its acceptance to the Hallam Community Space Inbox. If the University does not receive the acceptance of the Booking Offer by the Wednesday of the week before the Event date, the provisional booking will lapse, and The University will be under no obligation to provide the Facilities to you.

## **2.2 Confirmation of Booking**

The contract is formed when the Organiser accepts by email the Booking Offer confirming they accept the Agreement and agree to the terms in the Booking Offer. The University will then send confirmation of the booking through to the organiser.

## **2.3 Prior to the Event**

Any request for alteration of Facilities must be submitted in Writing to the Hallam Community Space Inbox as soon as reasonably practicable and no later than 48 hours before the Event. The University will endeavour to accommodate reasonable alterations but shall be under no obligation to do so.

## **3. CANCELLATIONS**

- 3.1 The University may cancel the booking at any time prior to the Event without having to give reasons.

If a booking is made and the Organiser subsequently wishes to cancel it, the Organiser must provide at least a 48-hour notice of the cancellation prior to the Event. A no show on the date of the Event could result in the Agreement being immediately terminated and no further booking requests from the Organiser are likely to be considered.

## **4. SUBSTITUTION OF SERVICES OR FACILITIES**

- 4.1 The University reserves the right to substitute alternative 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 the University will endeavour to provide appropriate arrangements to have electrical equipment plugged in, the University cannot guarantee that this will be in operation and sufficient on the day of an Event, and no technical support will be available.

## **5. INSURANCE**

The Organiser must have public liability insurance for a minimum of £2m and shall provide to the University upon request evidence that such insurance is in force. If the Organiser does not have public liability insurance, the Organiser shall (a) provide further information about the activities of the Event as requested by the University; (b) conduct a suitable risk assessment to specifically address risks which normally would be covered by a public liability insurance; and (c) provide to the University a report of the risk assessment. If the outcome of the risk assessment is unsatisfactory, the University reserves the right to cancel the booking and terminate the Agreement.

## **6. LIABILITY AND INDEMNITY**

- 6.1 In the event of any breach of the University's express obligations in the Agreement, the remedies of the Organiser will be limited to direct damages only.
- 6.2 The University does not exclude its liability (if any) to the Organiser:
- 6.2.1 for personal injury or death resulting from the University's negligence;
  - 6.2.2 for any matter which it would be illegal for the University to exclude (or to attempt to

exclude) its liability; or  
6.2.3 for fraud.

- 6.3 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:
- 6.3.1 the Facilities or the provision of or failure or delay in supply of the Facilities by the University or on the part of the University's employees, agents, or sub-contractors;
  - 6.3.2 any breach by the University of any of the express or implied terms of the Contract;
  - 6.3.3 any statement made or not made, or advice given or not given, by or on behalf of the University;
  - 6.3.4 any property brought onto the University's premises by the Organiser.
- 6.4 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.
- 6.5 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.
- 6.6 The Organiser acknowledges that the above provisions of this Condition 6 are reasonable and that a charge for the Event would be applied without those provisions, and the Organiser will accept such risk and/or insure accordingly.
- 6.7 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:
- 6.7.1 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
  - 6.7.2 any damage to property real or personal or any personal injury caused by the Organiser or the Attendees.
- 6.8 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 the University on request proof of suitability, safety and/or compliance with legal requirements. Any electrical equipment provided by the Organiser must have a valid PAT certificate. 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 Condition 6.8. 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.
- 6.9 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 the University's premises, furniture or other property arising from the use of the University's premises by the Organiser and/or Attendees.

## **7. ACCESS TO UNIVERSITY PREMISES**

- 7.1 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, wellbeing, or enjoyment of any other person.
- 7.2 The University reserves the right to have access at all times to any part of the premises used by the Organiser and Attendees.
- 7.3 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 the University's premises by Attendees outside the agreed times.
- 7.4 The Organiser is responsible for controlling the numbers of Attendees on the University's 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 Offer.
- 7.5 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.
- 7.6 Equipment and furniture in the Facilities should be used as found or returned to its original layout at the end of the Event. The Organiser shall ensure that furniture is protected with suitable covers from anything that may cause damage to it and shall not attach or fix anything to the walls.

## **8. ADHERENCE TO UNIVERSITY POLICIES**

- 8.1 The Organiser shall ensure that whilst on the University's premises attendees adhere to the University's values: Any activity which deems to oppose the university's values could be subjected to further investigation or cancellation, these values can be found via this link [Our values | Sheffield Hallam University \(shu.ac.uk\)](#). The Organiser agrees to comply with the University's Freedom of Speech Code of Practice which can be found via this link [Freedom of Speech Code of Practice | Sheffield Hallam University \(shu.ac.uk\)](#). The guest Wi-Fi guest service is provided by Sky Wi-Fi. The administration and support of the service users is provided by Sky Wi-Fi. The University exercises no control over the nature, content or reliability of the information and/or data passing through our network. Check Wi-Fi is enabled on your device, select 'Wi-Fi Guest' from the available network list and follow the on-screen instructions. The University operates a no smoking policy. Hard copies of all policies are available on request from the University.

## **9. CATERING ARRANGEMENTS**

- 9.1 Permission cannot be given for outside catering contractors to use the University's premises, nor is the Organiser permitted to supply their own food and drink for consumption on the University's premises.

## **10. TERMINATION**

- 10.1 The University may give Written notice to terminate the contract immediately for any one of the following non-exhaustive list of reasons:
- 10.1.1 if the Organiser is in material breach of these terms and conditions.
- 10.1.2 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. RISK ASSESSMENT**

Notwithstanding the requirement in Condition 5 and independently from it, the Organiser is responsible for producing a risk assessment for their Event and any activities associated with the Event. The University reserves the right to ask the Organiser to provide a copy of the risk assessment.

**12. 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 this Agreement 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.

**13. AUTHORITY**

The Organiser warrants and represents to the University 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.

**14. ASSIGNMENT**

The Organiser may not, without the prior Written consent of the University, subcontract, assign or delegate any of its benefits or obligations under the Agreement.

**15. 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 Condition 6.5.

**16. 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.

**17. 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 Condition 17 will be without prejudice to any other rights or remedies available to the University under this Agreement or otherwise.

**18. 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 Condition 18 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

**19. VARIATION**

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

**20. 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.

**21. NOTICES**

21.1 Any notice, demand or communication in connection with this Agreement will be in Writing and may be delivered by post clearly marked to the attention of 'Hallam Community Space' or email address 'hallamcommunityspace@shu.ac.uk' to the recipient notified to the other party in Writing in accordance with this Condition 21 as an address to which notices, invoices, demands or and communications may be sent. The notice, demand or communication will be deemed to have been duly served:

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

21.1.2 if delivered by email, at the time of transmission.

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

**22. 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 Condition 21. 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 Condition 24.

**23. 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.

**24. 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.