

MANCHESTER METROPOLITAN UNIVERSITY BOOKING CONDITIONS FOR CONFERENCES AND EVENTS

The following conditions are the terms of the contract between you and Manchester Metropolitan University (being referred to as the “University”, “we”, “us” and “our” below) and will apply to the booking of any event, function, meeting or conference at Manchester Metropolitan University.

1. Who is this contract between?

The contract is between us and you, not any other person or organisation you book rooms, meals or facilities for. By entering into this contract you accept responsibility for paying all charges, including any extra charges arising under the contract. You may not transfer your rights under this contract to any other person or organisation.

2. Provisional bookings

We may agree to you making a provisional booking for a period of 14 days only (unless otherwise agreed by us). You must notify us if you wish to proceed with the Event before the end of this period or the Facilities will be released.

3. Confirming your booking

When you provide details of your proposed booking to us, we will send a copy of our Booking Contract for you to sign and you should return it to us with the required deposit within 14 days of the date of our Booking Contract. The Booking Contract will state the accommodation, meals and other facilities which you have booked, and it should include a clear statement of any other arrangements which have been agreed between you and us.

We will confirm in writing your booking only on the basis of these conditions and upon our receipt of a Booking Contract signed by you, together with a non-refundable deposit representing 25% of our total charges, unless your booking is within 21 days of the event whereupon 100% of the charges shall be required from you.

When you sign a Booking Contract, you agree to pay all the charges plus VAT (if applicable at the current rate) for accommodation, meals and other facilities set out on the Booking Contract, unless these are changed or cancelled under the conditions 6, 7, 8, 9 or 10 below. In that case you must pay the charges set out in the relevant condition.

All bookings are provisional until confirmed in writing by us and we reserve the right to refuse to accept a Booking Contract. The Contract between you and us will only come into force on the date that your booking is confirmed by us in writing.

4. Payment terms

With the Booking Contract we will send the Organiser an estimate of the Cost of the Event. The Cost of the Event will be based on realistic estimated numbers agreed by you. We reserve the right to increase the Cost of the Event due to:

4.1 Any increase in the costs of providing the Facilities which is outside our control by written notice to you at any time up to 6 months before the Start Date for the Event; and/or

4.2 Any increase in the Cost of the Event which are due to changes in your requirements for the Event.

Unless agreed otherwise by us in writing we require a non-refundable deposit representing 25% of our total charge to be sent with your signed Booking Contract. The remaining 75% must be paid by you to us 21 days before the date of the event. Should you fail to pay the charges in full by the due date, then we may treat your booking as having been cancelled by you. If there are any additional charges incurred on the day, a final invoice will be sent to you for payment.

Any deposits and/or payments that you make in advance will be deducted from the final amount that you must pay us. A purchase order must be supplied to us on point of booking, if an invoice is required prior to the event to ensure payment is received 21 days before the event. If you receive an invoice, you must pay in sterling, to the address shown on the invoice, within 30 days of the date of the invoice. You will pay any bank charges involved in making the payment. If you do not pay the invoice in full within 30 days, we will charge you interest on the amount unpaid at the annual rate of 1% above Barclays Bank's base rate.

We have the right at any time to undertake a credit check on you to ensure that you will be able to meet all charges when they are due. If we are not reasonably satisfied that you will be able to do so, we have the right to cancel your booking unless we receive full payment from you.

We also have the right to set off any liability that you have to us against any liability that we have to you (however it arises and regardless of whether any such liability is present or future, fixed or not and irrespective of currency).

5. Overseas customers and guarantees

If you are a customer from outside the UK, we reserve the right to ask for a guarantee of payment from a UK bank and to cancel the booking if the guarantee is not provided within 30 days.

6. Extra accommodation, meals and other facilities

If you ask for any extra catering, facilities or other services over and above that specified in the Booking Contract, we will use our best efforts to provide them but we cannot guarantee that we will be able to meet your requests. You should contact us about possible increases in numbers or extra facilities as soon as possible and unless otherwise agreed in writing by us payment for any extra accommodation, meals or other facilities must be paid by you in advance of the event.

7. Reduction in Your Booking

If you attempt to amend your Booking Contract by reducing the amount of rooms, meals or other facilities required, you will be charged 100% of the value of your original booking unless you notified us in writing of such an amendment 21 days before the event.

If the amendment seeks a reduction of 25% or more of the accommodation, meals or other facilities originally booked, you will still be charged 75% of your original booking.

8. Cancellation

If a booking for an event or part of a booking for an event (catering, facilities or other services) is cancelled after the signed Booking Contract has been received by us, the following scale of charges will become payable:

Number of days prior to the event

| | |
|-------------------|------|
| 28 days or more | 25% |
| 22 days - 28 days | 75% |
| 21 days or less | 100% |

You must make full payment for all accommodation, meals and facilities booked (and not cancelled prior to the event in writing) whether or not used at the event e.g. due to non-arrivals, programme changes.

9. Confirming final details

Unless agreed otherwise by us in writing, you must confirm final numbers for catering, timing, menu selection (including any special food) or other facilities required 14 days before the event. If you do not do this, we will use the information in the Booking Contract or the latest information we have from you in writing. Any other changes to numbers at this stage will be at our discretion.

10. Changes or cancellations by us because of events beyond our control

We reserve the right to alter or cancel any booking without liability on our part that we cannot keep for reasons beyond our control such as, by way of illustration, fire, flood, power failure, industrial action, act of god, weather conditions. If this happens, we will use all reasonable efforts to offer you an alternative.

11. Changes to room allocations

In exceptional circumstances we may need to alter the meeting rooms, dining rooms or other facilities allocated to you. We will only do this if the alternative(s) we offer are suitable for your purposes as you explained them to us when you made the booking. There will be no extra charge to you if we change your room allocations. If we do make any such alterations, you will be given an opportunity to cancel the booking.

12. Use of our premises

You may not use the premises for any purpose other than specified in the Booking Contract. If you ask us to arrange for a service provided by any other third party we will only act as an agent for you. Any resulting contract is between you and the person or organisation providing the service as a person visiting you on our premises. It is your responsibility to ensure that the person or organisation providing the service adheres to these conditions.

You must not, without first obtaining our written consent, cause or allow:

- any interference with the gas or electrical lighting switches, pipes, wires or other installations on the premises;
- any alterations to fixtures or fittings or nails, screws or adhesive devices to be driven into or otherwise affixed to floors, walls or any other part of the premises;
- the erection of any platform, stand, screen, banners or decorations;
- the use of any loud speaker or other equipment outside the premises;
- hazardous or dangerous items to be brought onto our premises.

When using our premises you shall ensure it is left clean and tidy when you leave. We reserve the right to charge you an additional fee for cleaning the premises if you do not leave it clean and tidy. We will invoice this to you separately.

13. Electrical Equipment

All electrical equipment brought onto the premises must hold a current and valid PAT test certificate. You will be responsible for all damage and losses to persons or property caused by electrical equipment and wiring. You hereby agree to indemnify us against all claims which may be made in respect of such losses.

14. Health and Safety

You must ensure that you, members of your party and/or anyone visiting you on our premises observe all of our health and safety practices and procedures including, but not limited to the safety precautions set out below:

- The maximum capacity must be controlled and adhered to as specified by us;
- Care must be taken to ensure that entry is not gained to any of the other areas;
- Emergency and other exits must not be blocked, and there must be no interference of any kind with fire precautions;
- You must be responsible for orderly behaviour during the period of hire and to assist in the vacation of the accommodation on departure and during emergencies;
- Fire and emergency evacuation procedures must be strictly observed at all times. Copies of fire evacuation procedures are made available and are displayed in buildings;
- Emergency telephones are available at Receptions and other areas around the campus.
- Where decorations are to be used they must be agreed in advance and removed after the function.
- We must be informed in advance of any person who may require specific assistance in the event of an emergency.
- If our security services are required then you should call the relevant telephone number specified in our information pack (provided by us to you) on an internal telephone.
- It is the policy of the University that smoking shall not be permitted in any University controlled buildings or vehicles. Smoking outside should not be within 3 metres of any University building.

15. Risk Assessment

You are responsible for producing and providing to us a Risk Assessment for your event and any activities associated with the event no later than 3 months before the event.

16. Children under 18

Children of any age shall be permitted on our premises. However, events that include children must be disclosed to us when initially making the booking. You shall be responsible for these children and must ensure that our minimum required supervision ratio as detailed below is maintained to at all times where possible:

| | |
|-------------------|------------------------|
| Aged 0 - 2 years: | 1 adult to 3 children |
| Aged 2 - 3 years: | 1 adult to 4 children |
| Aged 4 - 8 years: | 1 adult to 6 children |
| Aged 9 -12 years: | 1 adult to 8 children |
| Aged 13-17 years: | 1 adult to 10 children |

You will ensure all external staff and/or supervisors who form part of the event have the appropriate and up to date DBS certification before the event takes place. You shall undertake a specific health and safety risk assessment regarding the children attending the event and should any of the children have behavioural issues, then you shall provide fully trained staff to ensure their safety.

17. Reportable Incidences

In the event of a reportable, dangerous, illegal or near miss incident occurring in connection with your booking you will be responsible for ensuring that the relevant authorities and the University are notified. Emergency contacts will be highlighted in your booking contract. A report must be completed as soon as practical in writing and must include:

- the date, time and place of the event;
- personal details of those involved;
- a brief description of the nature of the injury, event or disease; and
- the date and method of reporting

All information reported to us will be processed in accordance with the University's Data Protection Policy found on the University's website.

18. Charities

Charitable activity will only be recognised if there is an agreed partnership with the University or a charity has entered into a commercial agreement with Manchester Metropolitan University to hire our facilities.

19. Animals and pets

Please make sure that the members of your party know that no animals or pets of any kind, except guide dogs for the blind and hearing dogs for the deaf are allowed on our premises.

20. Food and drink

We work out our charges on the basis that we will provide all food and drinks that you and your party need. You, or any member of your party, must not bring food or drinks onto any of our premises to eat or drink here without our agreement. We will charge corkage for all drinks brought in and consumed.

21. Exhibition Guidelines

You must adhere to Exhibitors' Guidelines as supplied by us.

22. Performing Rights Society for Music Licences

We have our own relevant Performing Rights Society for Music licence, which relates to our own activities on our premises. You do not and cannot benefit from this licence. You must therefore make your own arrangements to obtain such a licence should the circumstances of your booking require it.

23. Sale of Goods

All goods sold on our premises must meet relevant Health and Safety requirements. The sale of counterfeit goods is strictly prohibited and if discovered the vendor will be promptly reported to the police and any other relevant authority. Seconds may be sold as long as they are clearly identified as such.

24. Equipment and Technical Support

You should inform us of any equipment and technical help you may need when returning the Booking Contract. We reserve the right to refuse to provide you with equipment and technical help if you do not request it in the Booking Contract.

Any agreement by us to provide you with equipment and/or technical support must be in writing from us. If we do provide equipment to you, at the end of the event you must ensure that the equipment is returned to us in the same condition. If you fail to return the equipment or it is not in the same condition then you agree to pay for the replacement or repair of the equipment at our sole discretion. We will send you an invoice for this cost.

If you want to bring your own equipment onto our premises then you must seek our consent before doing so. Refer to section 14. Electrical Equipment. We reserve the right to refuse to allow you to bring your own equipment.

25. Behaviour on our premises

Any event organised by you must be properly supervised at all times by you. You must ensure that you, members of your party or anyone visiting you on our premises behave in such a way that they do not cause a nuisance or unreasonable disruption to us, our members or employees, or to any other visitor on our premises and comply with our directions as to noise and behaviour.

You will not be permitted to bring or consume alcohol, illegal or intoxicating substances or weapons of any nature to the event or on our premises. You and members of your event must not engage in any anti-social behaviour or abuse of any kind towards any other party.

You agree to indemnify us against any loss or liability of any kind howsoever arising which results from the behaviour of any member of your party and/or person visiting you on our premises failing to comply with any of our policies, regulations, rules or instructions including these terms and conditions.

We reserve the right to cancel all or any part of the booking with immediate effect if we receive any complaints, we are made aware of any incidents, you or a member of your party cause any nuisance and do not rectify the issue. If in the event we receive a complaint, we may require any person or persons to be removed from the premises. In the event that we do require a person or persons to be removed, you will remove the person or persons at your own costs and without liability on our part.

26. Using the University's name without permission

Without our prior written permission, you may not use:

- the name "Manchester Metropolitan University";
- the University's crest;
- the name or logo of any of the University's departments or institutes; or
- any photographs of any part of the University.

27. Liability and Insurance

We accept no responsibility for loss or damage to any property of yours, or your guests other than that which may be caused as a direct result of our negligent or fraudulent act or omission. Any loss or damage to our building or its contents, caused as a result of you entering into this contract, is your full responsibility and repair or replacement, in our sole discretion, will be paid, by you, in full. We shall not be liable, whether in contract, tort or otherwise for any indirect, consequential or economic losses or loss of profits howsoever arising even if the loss was caused by our negligence.

You shall indemnify us and our authorised occupiers and invitees against all actions, claims and demands, costs, losses, charges, damages and expenses arising by reason of accident, injury or damage to any persons or property occasioned by or in any way whatsoever.

You must ensure that you are fully insured by a reputable UK insurer against all losses or liabilities referred to in these conditions. You must provide us proof of adequate and valid employers liability insurance (if applicable) and public liability insurance which covers the full period of the event 28 days before the event date. We reserve the right to refuse to accept any booking without proof that you have enough insurance to cover your liability under these conditions.

28. Governing Law and Jurisdiction

The contract shall be subject to English law and the exclusive jurisdiction of the English courts.

29. Alterations

The waiver by either party of any breach of any condition of this Contract shall not prevent subsequent enforcement of that condition and shall not be deemed to be a waiver of any subsequent breach. No deletion, addition or variation to the contract shall be valid unless agreed in writing and signed by both parties. Both parties do not intend that any of the conditions of this Contract will be enforceable by virtue of the Contracts (Rights of Third parties) Act 1999 by any person not a party to it.

30. Use of the Venue

No part of our facilities is to be used by you for any other purpose than that of the event disclosed when making the booking. No part of our facilities is to be used by you other than the booked facilities unless express permission from us has been granted. You may not use our facilities for any unlawful purpose or any use which may in our opinion cause us embarrassment and/or negatively affect our reputation.

31. Termination

This Contract may be terminated with immediate effect at any time by us. On termination our consent for you to access the premises for the sole purpose of the event shall be immediately revoked. If you fail to act in accordance with these conditions then we can end it immediately. If we do this then you must still meet your responsibilities under these conditions and pay any outstanding money you owe us.