

Terms and Conditions

1. Booking & Payment

- 1.1 Written acknowledgement or receipt by the University of a Booking Form completed by the organisation of a conference / seminar shall be confirmation that the booking has been accepted by the University.
- 1.2 An alphabetical list of attendees must be provided not less than 10 days before the start of the event. Final numbers must be provided not less than 10 days before the event or the start date of the booking. Failure to comply with notification of final numbers will result in the charge being based on the maximum numbers booked. Both these requirements will be rigorously enforced.
- 1.3 Value Added Tax: Tax at the appropriate rate, applying at the time of the conference will be added to all charges. The University is able to provide some services exempt of VAT to suitable qualified organisations / conferences. You are advised to consult your financial advisor to establish whether you might be eligible for such relief under the VAT (education) Order 1987. Further details may also be obtained from the University.
- 1.4 Confirmation of booking is issued upon receipt of a non-returnable deposit calculated at 10% of the estimated total cost established at the time of booking is made. A further instalment should be paid no less than 30 days before the first day of the period of letting calculated at 90% of the estimated total at that time. The final balancing payment of the charge for the use of the said accommodation, facilities and services shall be made to the University within 30 days after the termination date of such letting.

2 Cancellations

- 2.1 A percentage of the total conference / course charge including catering charges shall be payable in the event of cancellation of the booking as follows:
- Σ 10% in the event of cancellation within 8-20 weeks of the date of the commencement of the conference / course
- \$\sigma_20\% in the event of cancellation within 22/55 days of the date of the commencement of the conference / course
- 240% in the event of cancellation within 21 to 4 working days of the date of the commencement of the conference / course
- ∑100% in the event of cancellation within 3 working days of the date of commencement of the conference / course
- 2.2 Money will not be refunded in the event that the accommodation, facilities or services booked by the hirer are not used on the day or days specified.

3. Short Fall to Numbers

3.1 In the event that the numbers attending any function or letting are significantly reduced below those stated on the application form, the University authorities may, at their discretion, impose either a surcharge on the charges previously stated or require the cancellation of the booking.

4. Termination of Letting

The following provision relating to the termination of the hiring shall apply:

- 4.1 The University reserves the right to terminate any letting at any time prior to the hiring where it is considered that the use of the premises is likely to occasion a very real risk of disorder or damage or injury to persons or property.
- 4.2 Should the University be required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangements for the hiring to the applicants of all or any of the accommodation, facilities or services even if the hiring has been previously confirmed.
- 4.3 The University reserves the right to terminate any letting without notice where serious complaints are received as to the use of the premises by the hirer.
- 4.4 In the event of termination of letting a proportionate part of any payment made by the application (or in cases of 4.1 and 4.2 above, the whole of such payment) representing the payment for the unexpired period of letting shall be refunded to the applicant and such refund shall be accepted by the applicant in full satisfaction of any loss or damage caused by the cancellation and the University shall have no further liability in that respect.

5. Organiser's Duties

The Organiser shall insure that:

- 5.1 The total number of persons using the accommodation shall not exceed the number for which it has been booked.
- 5.2 Contractors and other workers are not brought on to the University premises except by prior agreement with the University.
- 5.3 The residential group / conference / course and all functions relating to it are conducted in a lawful and orderly manner such that no nuisance or annoyance is caused to the University or other lawfully on the University premises and that the University name or standing is not brought into disrepute
- 5.4 The University has legal responsibility to ensure the freedom of speech is maintained on its premises. To this end organisers are obliged to declare to the University any meeting where the topic or speaker may provoke a reaction which may threaten freedom of speech at least 21 days in advance of the booking.

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5.5 They comply with the reasonable instructions of the University officers for the property and efficient management and protection of the University's facilities. The hirer shall not cause or permit any interference with the gas or electric lighting switches, pipes, wires or other installations on the premises nor fix or attach any decorations or erect any stands, platforms etc. without the written consent of the University.

5.6 It is the responsibility of the hirer to ensure that he/she complies with all requirements of law referring to copyright or intellectual property rights. In addition it is the responsibility of the hirer to ensure compliance with the law in respect of whichever of the under noted Acts is applicable (or any legislation amending them) Local Government (miscellaneous Provisions) Act 1982, Theatres Act 1968, Cinemas Act 1985.

5.7 It is the responsibility of the hirer to ensure that all electrical equipment and wiring which is used or installed for the purpose of the hiring (other than that which is used or installed by the University staff) must conform with the Electricity at Work Regulations 1989 and the 16th edition of the Institution of Electrical Engineers Regulation for Electrical Installations and the hirer will indemnify the University against any damage.

5.8 Certain facilities such as the Sports Hall and similar may be used only when a qualified instructor is present. It will be the responsibility of the hirer to agree such provision with the University authorities prior to any use of such facilities. The University reserves that right to refuse any application.

5.9 It is the responsibility of the organiser of all bookings that they should instruct their members/delegates of the necessity to read and observe the Fire & Safety regulations posted in the University building.

6. Industrial and Other Disputes

6.1 In the event of any Industrial disputes affecting the provision of services in the University, the University cannot accept responsibility.

7. Liabilities

7.1 The University accepts no liability for loss arising from the failure of electricity, heating systems, water supplies, fire, flooding, or for any other cause beyond its reasonable control, which may cause the University premises, or part of them to be temporarily closed, or the booking to be interrupted, interfered with or cancelled.

7.2 The University accepts no responsibility for loss or damage to property brought on to University premises, howsoever caused.

7.3 The University accepts no liability for any consequential loss, or other loss, damage or injury howsoever caused which may arrive out of, or in connection with the use of the University premises by conference/course participants, the organiser, their agents, servants or contractors.

7.4 The organisers shall accept full responsibility for making good any damage caused to the premises, furniture, equipment or other property of the University, where such damage has been caused by the conference/course participants, the organisers, their agents/servant or contractors

7.5 All lost keys will be subject to a replacement charge.

7.6 The organisers shall be liable for, and shall indemnify the University against, any claims against it of whatsoever nature including, but not limited to, claims in respect of death, injury, loss or damage; where such claims are caused by, or arise from reason of the acts, omission or negligence of conference/course participants, the organisers, their agents, servants or contractors.

8. Insurance

8.1 The organisers shall hold or take out public liability insurance and/or event insurance as appropriate. This should be for a minimum of £2 million, preferably £5 million. In any event the hirer should ensure that the insurance covering the above mentioned risks should be adequate to cover all circumstances for the benefits of the organiser and the University.

8.2 Whilst Southampton Solent University are not able to recommend or approve any particular insurer, the organiser may wish to approach the following insurance company for their specific insurance needs:

Insurex, Expo-Sure Group, The Pantiles House, 2 Neville-Stratt, Royal Tunbridge Wells, Kent. TN2 5TT. Tel: (01892) 511 500. An alternative to this is Event Insurance Services, 20A Headlands Business Park, Ringwood, Hants, BH24 3PB, Tel: 01425 470360