

**THE UNIVERSITY OF WORCESTER
TERMS & CONDITIONS FOR RESIDENTIAL/NON-RESIDENTIAL HIRE –
INDIVIDUAL/PRIVATE GROUPS**

1. DEFINITIONS

In these Conditions:

- 'Booking' means the dates, accommodation, number of meals and other information in relation to the Services;
- 'Booking Contract' means the document headed 'Booking Contract' which contains the details of the Booking;
- 'Conditions' means these standard terms and conditions which apply to Booking Contract;
- 'Contract' means the Booking Contract together with these Conditions and any variation of them or any special terms and conditions agreed in writing between the Hirer and the University;
- 'Daily Rate' means the daily rate for the Services including without limitation the room rate and meal rate, set out in the Booking Contract;
- 'Event Manager' means the University employee who is responsible for the Facilities and the Booking, as notified to the Hirer by the University;
- 'Facilities' means the facilities to be made available to the Hirer (and his/ her group if applicable) by the University;
- 'Force Majeure' means any event outside the reasonable control of either party affecting its liability to perform any of its obligations (other than as to payment) under these Conditions;
- 'Hirer' means the person whose Booking is accepted by the University;
- 'Services' means the hire of the Facilities and the services which the University is to provide to the Hirer (and his/ her group if applicable) as set out in the Booking Contract;
- 'Start Date' means the first day of the stay at the University as set out in the Booking Contract;
- 'University' means the University of Worcester, Henwick Grove, Worcester WR2 6AJ; and a reference to one gender shall include a reference to all genders.

2. APPLICATION OF CONDITIONS

- 2.1 The University shall provide and the Hirer shall pay for the Services in accordance with the Contract.

3. BOOKINGS

- 3.1 No quotation made to the Hirer shall be deemed to be accepted by the University unless and until confirmed in writing by the University.
- 3.2 The Hirer shall be responsible for ensuring the accuracy of the details of the Booking and for giving the University any necessary information relating to the Booking within a sufficient time to enable the University to perform the Contract in accordance with its terms.
- 3.3 Where the Booking includes the provision of meals, the Hirer must provide the University with his/ her final catering requirements at least 28 days before the Start Date.
- 3.4 The University will hold a provisional Booking open for the Hirer for 28 days. If the University has not received written confirmation of the Booking together with a signed copy of the Contract and any payment required within 28 days of the date on which the provisional Booking was made, the University shall be entitled to treat the provisional Booking as cancelled and shall have no liability in relation thereto. No cancellation charges shall be due by the Hirer in such circumstances.

4. PRICES

- 4.1 The price of the Services shall be the price quoted to the Hirer by the University in or at the time of the Booking as set out in the Booking Contract together with any additional charges incurred.
- 4.2 The price for the Services is inclusive of any applicable Value Added Tax and any other taxes where applicable.
- 4.3 Except as otherwise stated under the terms of any quotation and unless otherwise agreed in writing between the Hirer and the University, all quotations given by the University will be valid for a period of 28 days from the date of the quotation.

5. PAYMENT

5.1 Subject to any special terms agreed in writing between the Hirer and the University, the Hirer shall make payment as follows:

5.1.1 For Bookings of £1000 and above

5.1.1.1 The Hirer shall, at the time of booking the Services, pay 10% of the anticipated total invoice for the Booking calculated on the basis of the Daily Rate x number of nights of the Booking.

5.1.1.2 Not less than 60 days before the Start Date the Hirer shall pay 40% of the total anticipated invoice value calculated on the basis of 40% x the Daily Rate x the number of nights of the Booking.

5.1.1.3 Not less than 7 days before the Start Date the Hirer shall pay the remaining balance of the total price for the Booking.

5.1.1.4 Any additional charges will be invoiced on departure for payment within 28 days.

5.1.2 For Bookings >£250 and <£1000

5.1.2.1 The Hirer shall, at the time of booking the Services, pay 50% of the anticipated total invoice for the Booking calculated on the basis of the Daily Rate x number of nights of the Booking.

5.1.2.3 Not less than 7 days before the Start Date the Hirer shall pay the remaining balance of the total price for the Booking.

5.1.2.4 Any additional charges will be invoiced on departure for payment within 28 days.

5.1.3 For Bookings <£250

5.1.3.1 The Hirer shall, at the time of booking the Services, pay 100% of the anticipated total invoice for the Booking calculated on the basis of the Daily Rate x number of nights of the Booking.

5.1.2.2 Any additional charges will be invoiced on departure within 28 days.

5.2 Payment of Invoices

Payment of any invoices may be made by bankers' draft or by a cheque drawn on a UK bank payable to the following University account:

Sterling Account
Bank Details
Lloyds Bank
114 -116 Colmore Row
Birmingham
B3 3BD

Sort Code 30-00-03

A/c No. 00583934

A/c Name University of Worcester

Swift Code LOYDGB21003

IBAN GB85 LOYD 3000 0300 5839 34.

Please send the remittance notice to:

The Finance Office, University of Worcester, Henwick Grove, Worcester WR2 6AJ and crossed A/C Payee Only.

5.3 If the Hirer fails to make any payment on the due date specified above then, without prejudice to any other right or remedy available to the University, the University may charge interest on any sums outstanding at a rate of 4% per annum over Barclays Bank plc base rate both before and after any judgement.

6. HIRER OBLIGATIONS

6.1 The Hirer shall and, where applicable, ensure that all members of his/ her group shall:

6.1.1 comply with any direction given by the Event Manager, the University's Residences Manager, fire officer and/or other responsible person in relation to any University health and safety compliance;

6.1.2 leave the University and its grounds if so requested by the Events Manager if, in the reasonable opinion of the University, the Hirer (and/ or his/ her group) cause any nuisance, damage, disturbance, annoyance or inconvenience to third parties or to the University and its staff. In such circumstances, the University will be under no liability to the Hirer in respect of any refund of the price or compensation for any costs or damage which may be incurred by the Hirer;

- 6.1.3 ensure that any electrical appliances brought by it and used are safe and good working order and used in a safe manner.
- 6.2 The Hirer shall:
 - 6.2.1 submit to the University an accident report as soon as is practicable after any injury to the Hirer (or any member of his/ her group) on the University's property and/or damage to University property. That report must be in writing and in a form prescribed by the University from time to time;
 - 6.2.2 report any failure of equipment belonging to the University or to the Hirer (or any member of his/ her group) to the University's main reception as soon as possible;
 - 6.2.3 co-operate with the University in any subsequent enquiries that the University may make in connection with such accident and/or report of the accident.
- 6.3 The Hirer (and his/ her group) shall acquaint himself with the fire evacuation, and other safety instructions, which are posted throughout the University.
- 6.4 Lost property will be held for up to 28 days after which it may be disposed of. Costs associated with the disposal and storage will be charged to the Hirer.
- 6.5 The Hirer shall be responsible for and agrees to maintain good order and orderly behaviour of himself/ herself (and his/ her group) during the time that the Hirer (and his/ her group) is occupying any part of the campus at the University.
- 6.6 The University is a no-smoking campus, except for specific designated outside areas. The Hirer shall comply with and, where applicable, ensure that his/ her group complies with this requirement.
- 6.7 The Hirer (and his/ her group) shall not make any television or radio recordings, broadcasts or interviews at the University without the prior written consent of the University. The University reserves the right to charge a facilities fee to each broadcasting authority.
- 6.8 The Hirer shall return all room keys/swipe cards to the University's main reception prior to departure. The Hirer acknowledges that there is a £35.00 + VAT charge for replacement keys/swipe cards.
- 6.9 The University does not permit animals or pets (other than assistance dogs) on the University campus or in its accommodation.

7. VARIATION AND CANCELLATION

- 7.1 The University reserves the right to change the accommodation venue from the one specified in the Booking when necessary. In the case of such changes, the University will inform the Hirer as soon as possible and provide information about the revised venue.
- 7.2 Whilst every reasonable effort will be made to ensure the Services are provided in accordance with the Booking, the University reserves the right in its sole and absolute discretion to make any changes to the Booking which do not in the opinion of the University materially affect the quality of the Services. If the University has to make any material changes relating to the Booking it shall notify the Hirer forthwith. The University shall endeavour to keep such changes to a minimum and shall seek to offer the Hirer arrangements as close to the original as is reasonably possible in the circumstances. Where an offered alternative is not acceptable to the Hirer, the University shall refund to the Hirer the amount paid by the Hirer to the University in accordance with the Booking.
- 7.3 In the event that the Hirer cancels the Booking the Hirer will incur the following cancellation charges:
 - 7.3.1 Payment of 100% of the full amount due under the Booking (had it not been cancelled) when notification of cancellation is received by the University 30 days or less prior to the Start Date;
 - 7.3.2 Payment of 75% of the full amount due under the Booking (had it not been cancelled) when notification of cancellation is received by the University 31 – 60 days prior to the Start Date;
 - 7.3.3 Payment of 50% of the full amount due under the Booking (had it not been cancelled) when notification of cancellation is received by the University 61 – 90 days prior to the Start Date; and
 - 7.3.3 Payment of 10% of the full amount due under the Booking (had it not been cancelled) when notification of cancellation is received by the University 91 days or more prior to the Start Date.
- 7.4 The University shall be entitled to cancel a Booking in the following circumstances:
 - 7.4.1 If the University is of the reasonable opinion that the Booking might prejudice the reputation of the University;
 - 7.4.2 If the University becomes aware of any alteration in the Hirer's financial situation; or
 - 7.4.3 The occurrence of any Force Majeure.
- 7.5 The University accepts no liability in the event of its having to cancel the Booking or failing to provide or delaying in providing facilities, services, food or beverages under clause 7.2 over and above refunding any deposit previously paid by the Hirer.
- 7.6 In the event of cancellation of the Booking by the Hirer, the University shall not be liable for reimbursing any incidental expenses incurred by the Hirer in connection with their Booking.
- 7.7 The Hirer acknowledges and accepts that the level of cancellation charges set out above are a genuine estimate of the loss that the University will suffer due to a cancellation by the Hirer of a Booking.

8. ARRIVAL AND DEPARTURE

Except where otherwise agreed in writing by the parties:

- 8.1 The Hirer (and his/ her group) shall be given access to their residential accommodation from 1400 hours onwards on the day of arrival;
- 8.2 The Hirer (and his/ her group) must vacate their residential accommodation by 1000 hours on the day of departure. Failure to vacate by 1000 hours shall entitle the University to charge the Hirer a penalty equivalent to the cost of an additional day's charge which will be payable in addition to the price of the Services.

9. LIABILITY

- 9.1 The University does not accept any responsibility or liability whatsoever for loss or damage to the Hirer's (or any member of his/ her group's) personal property and belongings, and insurance cover for such items shall be the individual's sole responsibility.
- 9.2 The University shall not be responsible for any vehicles parked or left on the University grounds by the Hirer (or any member of his/ her group), which are parked or left at the individual's own risk.
- 9.3 Any liability of the University to the Hirer with respect to the provision of the Services, any negligence, any breach of these Conditions, or arising in any other way out of the subject-matter of these Conditions is limited to the total amount of any payments received by the University from the Hirer in respect of the Contract.
- 9.4 Nothing in these Conditions excludes or limits the University's liability to the Hirer (or any member of his/ her group) for death or personal injury resulting from its negligence, or for fraud or fraudulent misrepresentation, or for any matter for which it would be illegal or unlawful for the University to exclude or limit its liability.

10. TERMINATION

- Either party to the Contract shall be entitled at any time by giving written notice to the other to terminate the Contract if the other party:-
- 10.1 Shall be in material breach of the Contract and if such breach is remediable (save as regards payment of sums due in respect of which Condition 10.2 applies) fails to remedy same within a period of 14 days of being notified in writing so to do; or
- 10.2 Fails to pay any sum due by it pursuant to the Contract within 5 days of the due date for payment; or
- 10.3 Becomes bankrupt or insolvent or has a liquidator, administrator, administrative receiver or receiver appointed to it or in respect of any of its assets or makes any arrangement available to insolvent debtors with its creditors or any equivalent event in any applicable local jurisdiction occurs.

11. GENERAL

- 11.1 The residential room(s) provided to the Hirer will be in good, clean working order. The Hirer (and all members of his/ her group) will be expected to maintain the room in good order for the duration of their stay. The University's cleaning team do not make beds during a Hirer's stay.
- 11.2 All communal areas, including kitchen and dining areas are cleaned daily Monday - Friday. It is the Hirer's (and his/ her group's) responsibility to wash and dry crockery and cutlery used in the kitchen area. Communal shower rooms are cleaned daily Monday - Friday.
- 11.3 Rooms that are vacated that require additional staff time and effort to return them to good order will incur the following charges:
- Repair or replacement of furniture, fixtures or fittings – actual cost plus VAT, from University nominated suppliers;
 - Loss of revenue – for each additional day that a room is out of service as a result of repair or replacement of furniture, fixtures or fittings as a result of the Hirer's (and/ or his/ her group's) damage, the Daily Rate will apply;
 - Administration charge - £25.
- 11.4 The University has a noise curfew of 2300hrs. Noise generated from the campus and Halls of Residence will not be tolerated after this time.
- 11.5 Should disturbances occur the University's security staff will attend and deal with the situation. The Hirer will be expected to assist in resolving any incident which he/ she (and his/ her group) is involved in at the time of its occurrence. Following investigation, a written warning may be issued by the University to the Hirer, advising that any incidents thereafter may result in possible exclusion from the campus.
- 11.6 Music systems may not be brought onto the University campus, except for systems such as MP3 players and iPods when used with personal earphones except by prior agreement with the Event Manager.
- 11.7 The University has a right to refuse entry into its residences to any person who does not have a confirmed Booking Contract.

12. CONFIDENTIALITY

- 12.1 Any information that the Hirer provides to the University in the Contract or in the course of booking the Services shall be treated as confidential.

13. PROPER LAW

The Contract shall be governed by and interpreted in accordance with English Law and the Hirer and the University both submit to the jurisdiction of the Courts of England and Wales.

14. THIRD PARTY RIGHTS

Nothing in this Contract shall create any rights for Third Parties under the Contracts (Rights of Third Parties) Act 1999. No variation to this Contract and no supplemental or ancillary agreement to this Contract shall create any such rights unless expressly so stated in any such agreement by the Parties. This does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

15. ANTI-BRIBERY

- 15.1 The Hirer must at all times:
- 15.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 15.1.2 comply with the University's anti-bribery and anti-corruption policies as updated from time to time (current versions of which are available from the University's Conference Team);
 - 15.1.3 promptly report to the University any request or demand for any undue financial or other advantage of any kind received by the Hirer in connection with the Hirer's relationship with the University (whether before or after any Contract was entered into).

16. EVENTS BEYOND THE UNIVERSITY'S REASONABLE CONTROL

The University shall not be, or be deemed to be, in breach of any Contract for any delay or failure in performance, in whole or in part, if such delay or non-performance is due to a Force Majeure.

17. SEVERANCE

If any part of a Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other part of the Contract which will remain in full force and effect.

18. ASSIGNMENT

Any Contract is personal to the Hirer and the Hirer will not assign, transfer or charge its rights and liabilities under a Contract, or sub-contract or otherwise delegate any of its obligations under a Contract without the prior written consent of the University.

19. NO PARTNERSHIP

Nothing in these Conditions and the Contract shall create, or be deemed to create, a partnership, agency or relationship of employer and employee between the between the University and the Hirer and the Hirer shall not act nor purport to act as agent for the University.

20. ENTIRE AGREEMENT

These Conditions, the Booking and the Contract together with all documents entered or to be entered into pursuant to their provisions constitutes the entire agreement between the parties in relation to its subject

matter and supersedes all prior agreements, understandings or discussions between the parties other than representations made fraudulently.

21. VARIATION

These Conditions and the Contract may only be varied or amended in writing, signed on behalf of each of the parties by a duly authorised signatory.

22. WAIVER

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