

# University of Sussex Conferences & Events

## Terms and conditions of booking valid from 1 October 2011

*Please read carefully before signing the booking form*

### **1. Terms and conditions of booking**

- 1.1 The University's facilities are let on the basis of the charges as detailed on the published conference tariffs, and the terms and conditions of booking as described below.
- 1.2 These terms and conditions will be valid for all bookings made from 1 October 2011.
- 1.3 When you make a booking, your contract (which is subject to these terms and conditions) will be with the University of Sussex as represented by the University of Sussex Conference Services, Bramber House, Refectory Road, University of Sussex, Falmer, Brighton, BN1 9QU (referred to in these terms and conditions as "the University").
- 1.4 The University of Sussex Conference Centre is located on the third floor of Bramber House.

### **2. Conference Centre day delegate rate**

- 2.1 Bookings for the Conference Centre are taken on the basis of a price per delegate for a day or a half day, expressed as a day delegate rate and a half day delegate rate.
- 2.2 The final delegate numbers will be required five clear working days prior to the event taking place. If this has reduced by 10% or more from the original number booked, the event will be charged for the minimum number, as indicated on the booking form.
- 2.3 Organisers may request a specific room but should be aware that minimum capacity figures will apply. In this case if the number of delegates falls below the minimum capacity for a room, then the conference will be charged for the minimum number of delegates at the day delegate rate.
- 2.4 Where break-out rooms are booked, a percentage of their cost will be included as part of the deposit, with the full charge applied if these are cancelled and the space cannot be re-sold.

### **3. Conditions of acceptance of a booking**

- 3.1 Provisional bookings will be held for a period of no longer than two weeks, unless another enquiry is received. If the organiser has not requested an extension by the end of this two week period, it will be assumed that the dates can be offered to other interested parties.
- 3.2 When an organiser wishes to confirm a booking an official booking form will be issued, which should be signed and returned together with a non-refundable deposit. The receipt of the signed booking form will indicate full acceptance of our terms & conditions, including minimum numbers. If this form and deposit are not received by the date specified on the booking form, it will be assumed that the dates can be offered to other interested parties.
- 3.3 The University will allocate a conference to specific rooms based on their suitability for that event and the number of delegates expected to attend. We reserve the right to move a booking to an alternative room if the number of delegates alters substantially from the number booked.
- 3.4 Conferences are required to finish at the time agreed when the booking is made. Extensions to such agreed times shall not be possible without prior agreement with the University. If the organiser or their representatives or sub-contractors or agents fail to vacate the University premises by the end of the agreed letting period, the University will hold the organiser responsible for all additional costs or losses incurred, including consequential losses.
- 3.5 The University requires notice in writing of any aspects of a conference or event which may necessitate special safety or security arrangements. The organiser will be responsible for all consequential costs.

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3.6 The organiser is entitled to publicise the University as the venue for a proposed or forthcoming event only when a formal booking has been made and accepted. Any implied or direct association with the University, beyond that of being the host venue, must be subject to prior agreement in writing. Further guidance on this point can be obtained from Conference Services.

### 4. Cancellation/shortfall penalties

4.1 Should the organiser cancel the event subsequent to completing the booking form:

- a) the deposit will be retained by the University, and
- b) if the space cannot be re-sold, the University reserves the right to make a charge to cover any catering or other losses to include up to 65% of food and beverage costs, and up to 90% of room hire and residential accommodation.

4.2 Shortfall penalties for residential conferences will apply to the number of beds reserved on the booking form. If the number of beds is reduced after the booking has been confirmed, shortfall penalties will apply as follows:

- Six months to three months prior to the conference commencing: **£10.00 plus VAT** per person per night for the number of beds reduced for the period of the reservation.
- Three months to ten working days prior to the conference commencing: **£20.00 plus VAT** per person per night for the number of beds reduced for the period of the reservation.
- Within ten working days of the event taking place the charges will be at the **full rate**, in accordance with the numbers booked, as if those persons had attended the event.

4.3 For residential conferences an "option" on additional beds (not more than 30% of the reserved number) may be agreed with the University at the time of booking to which shortfall penalties will not apply. The University may request the confirmation or release of this option at any time. Confirmation would result in the inclusion of these beds within the confirmed booking which will be subject to the above penalties.

### 5. Notification of final details

5.1 The University requires the following information to be provided by the organiser no later than **five clear working days** prior to the start of a **non-residential conference** and no later than **ten clear working days** prior to the start of a **residential conference**:

- number of delegates to be charged at the delegate rate plus final numbers for any additional catering not included in the delegate rate (*for events taking place in the Conference Centre*)  
**or**
- final catering numbers for all meals and refreshments (*for events not taking place in the Conference Centre*)
- menu choice(s) and any special dietary requirements
- meeting room layout requirements
- audio-visual equipment requirements
- residential room allocations (*for residential conferences*)

It is **essential** that this information is received within the above timescales.

5.2 The number of meals and refreshments ordered at this time will be the number charged for in the final account whether or not the meals and refreshments are consumed, unless these numbers fall below the agreed minimum numbers. If the University is not notified, as specified above, the final numbers will be assumed to be the agreed minimum numbers on the signed booking form.

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5.3 Whilst all efforts will be made to accommodate any late changes to conference arrangements, if the University is not notified, as specified above, it cannot guarantee to fulfill requests for amended or additional services made within **five clear working days** of the commencement of the event.

5.4 Any change made to these final numbers after they have been notified to the University as outlined above must be made in writing, either by letter, fax or email.

5.5 Please note that for residential conferences an **administration charge of £50.00 plus VAT** will be made for every change to final numbers made after the **ten working day** deadline.

### 6. Payment

6.1 Payment terms will be agreed between the organiser and the University of Sussex. Should the organiser wish to set up a credit facility with the University, bankers' and/or other references will be requested. The University may request pre-payment of the total value of the booking.

6.2 Where a credit facility has been arranged, an invoice will be raised at the end of the conference based on the numbers notified to the University as specified above, taking into account any additional costs incurred during the event.

6.3 Accounts must be paid within thirty days of the invoice date. The University reserves the right to charge interest on outstanding accounts.

6.4 Should any dispute arise regarding the final invoice, 90% is to be settled within thirty days.

6.5 The University reserves the right to defer acceptance of a booking until previous accounts have been settled.

### 7. Animals policy

7.1 With the exception of assistive dogs for those with additional visual, hearing and mobility requirements, delegates should not bring pets on to the campus.

### 8. Wheelchair users

8.1 The University regrets that, due to fire and safety regulations, a maximum of three persons in wheelchairs are allowed within the Conference Centre at any one time.

### 9. Force majeure

9.1 If the University is rendered unable wholly, or in part, to carry out its obligations by reason of force majeure or other cause beyond the University's control then the University will give notice and will therefore be released from those obligations which can no longer be fulfilled. Force majeure will be interpreted to include circumstances beyond the control of the University.

9.2 In the event of an industrial dispute affecting the provision of services to a conference, the University will do everything in its power for the convenience of guests but regrets it cannot accept responsibility for any difficulty which may occur or for the lack of any particular service.

9.3 All bookings are accepted in good faith according to the official dates of terms for academic sessions and official closure dates published by the University. However, the University reserves the right to change those dates with reasonable notice.

### 10. Observance of the law

10.1 The organiser is responsible for ensuring that delegates are advised of, and comply with, all the University's rules and regulations of which they are notified, eg maximum occupation numbers, fire,

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health and safety, etc. The organiser, or their named representative if the organiser is not present on the day, will be held responsible for safety both prior to and during the course of a meeting, eg for avoidance of overcrowding, fire precautions and ensuring that means of ingress and egress and passages and gangways are kept free and unobstructed.

- 10.2 It is the organiser's responsibility to ensure that the use of the University's premises remains within the law and that, in particular, there is no contravention of the Race Relations Act 1976 or the Sex Discrimination Act 1975 or the freedom of speech provisions of the Education (No. 2) Act 1986.

### **11. Insurance**

- 11.1 The effect of a conference or a similar event being cancelled, curtailed, postponed or abandoned through reasons beyond the organiser's control can cause serious financial loss to the organiser or their sponsors. The University recommends that appropriate insurance is arranged through an insurance office of repute to provide protection against the loss of costs, commitment, expenditure and net profit.
- 11.2 The University regrets that it cannot accept responsibility for the loss of, or damage to, the property of organisers, staff or visiting delegates howsoever caused.
- 11.3 The organiser must accept responsibility for any damage to University property and equipment, fair wear and tear excepted. The organiser must take all reasonable care for its safe-keeping and must make good any loss of, or damage to, property and equipment howsoever caused.