

# Terms and Conditions

For Warwick University Training Limited.

**When you make a booking with us or through us, it is important that You and we know clearly who is responsible for what. This contract sets this out.**

The following are the terms and conditions of the contract between "You", \_\_\_\_\_ and The University of Warwick, Warwick University Training Limited or any of its subsidiaries - "Warwick Conferences-Arden/Radcliffe/Scarmen Training and Conference Centres"

## **1 Who is this contract between?**

The contract is between Warwick Conferences and You, not any other person or organisation for whom You book rooms, meals or facilities. You accept responsibility for paying all charges, including any extra charges arising under this contract.

The contract is personal to You and You may not transfer your rights under this contract to any other person, or organisation.

## **2 Provisional bookings**

Warwick Conferences may agree to You making a provisional booking. You may cancel provisional bookings without penalty. If you do not confirm your provisional booking we reserve the right to cancel it, but will endeavour to give you 48 hours notice.

## **3 Confirming your booking**

Your booking becomes confirmed, on the basis of these terms and conditions, upon receipt by Warwick Conferences of an unaltered Event Schedule signed by you. The Event Schedule will state the accommodation, meals and other facilities which you have booked, and it will include a clear statement of any other arrangements which have been agreed between You and Warwick Conferences.

If You verbally ask Warwick Conferences to confirm a booking, you must send Warwick Conferences a signed Event Schedule. Warwick Conferences must receive this within 5 days of your verbal request or it may, at its sole discretion, cancel the booking.

When You confirm a booking, You agree to pay all the charges for accommodation, meals and other facilities set out on the Event Schedule, unless these are changed or cancelled under the terms of clauses 6, 7, 8 or 10 below. In that case You must pay the charges in accordance with the relevant clause.

## **4 Making a booking more than a year ahead**

If You book more than a year ahead, Warwick Conferences may need to increase its charges. When You book, You agree to pay the charges for the accommodation, meals and other facilities set out on the Event Schedule, plus VAT (if this applies) at the rate applicable at the time of the event. Warwick Conferences reserve the right to increase its charges from the figures it quotes to You when you make the booking. However, Warwick Conferences will not increase its charges in the 12 months before the event.

Following your confirmed booking, Warwick Conferences will notify You of any changes to its charges. If the changes would increase the total amount payable for the items on the current Event Schedule by more than the increase in the Retail Prices Index, between the date of your booking and the date of the event, You will have the right to cancel the booking without charge provided that you notify Warwick Conferences in writing within 2 weeks of Warwick Conferences notifying You of the changes. If You do not withdraw from the booking then You agree to pay the increased amount.

## **5 Paying your invoice**

Unless Warwick Conferences has asked You to pay a deposit, or advance payment, (see clause 6), You will be invoiced for all charges approximately seven days after the event. You must pay in sterling the full amount of the invoice, without deduction or set off, 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 outstanding at the annual rate of 4% above National Westminster Bank plc base rate on a daily basis until the actual date of payment (both before and after any judgement).

## **6 Payment in advance**

Warwick Conferences reserves the right at any time to undertake a credit check to make sure that You will be able to meet all charges when they fall due. If Warwick Conferences is not reasonably satisfied at any time that you will be able to meet the charges, Warwick Conferences may, at its sole discretion, cancel the booking unless You pay a deposit or pay part or all of the charges in advance as Warwick Conferences may decide. The extent of the deposit, or part payment, is at the sole discretion of Warwick Conferences. The same applies if Warwick Conferences later becomes aware of problems with your financial situation.

## **7 Overseas customers and guarantees**

If you are a customer from outside the UK, Warwick Conferences reserves the right to ask for a guarantee of payment from a UK Clearing Bank and to cancel the booking if the guarantee is not provided within 30 days of Warwick Conferences request. You will have the right to withdraw your booking without charge within seven days of Warwick Conferences telling You of its requirements, if they are not acceptable to You, by notifying Warwick Conferences in writing.

## **8 Altering your booking**

If, by written agreement with Warwick Conferences, You alter your booking, Warwick Conferences will send You a new Event Schedule to sign and return within 14 days, so that You know what You have booked and for what You are responsible. The Event Schedule will set out the accommodation, meals and other facilities which You have booked and agreed with Warwick Conferences. It will include details of any extra facilities which You may have agreed with Warwick Conferences and of any items You have cancelled but must pay for under clause 10. Each new Event Schedule issued by Warwick Conferences will, when signed by You, replace any previous Event Schedule.

## **9 Extra accommodation, meals or other facilities**

If You ask for any extra accommodation, meals or other facilities, Warwick Conferences will use all reasonable endeavours to provide them. We cannot guarantee that we will be able to meet your requests but will make every effort to do so. We shall have no liability whatsoever should we fail to do so.

## **10 Cancelling all or part of your booking**

### **10.1 Cancellation more than one year in advance of the start date of the event**

In the event that You cancel the entire booking, Warwick Conferences will not charge You for the cancellation.

If You cancel part of the booking, Warwick Conferences will not charge You for the partial cancellation, but reserves the right to move your booking to facilities more suited to the reduced size of the event, provided such facilities are available. However, cancellation of more than 50% of the confirmed value of the event will be treated as full cancellation of that booking.

### **10.2 Cancellation less than one year in advance of the start date of the event**

If You cancel all or part of your booking less than one year in advance of the start date of the event, the following will apply:

You must pay in full for all accommodation, meals and other facilities as confirmed in your Event Schedule and You do not cancel in writing providing Warwick Conferences with more than 24 hours in advance of the event whether or not You use them.

You may cancel up to 5% of the accommodation, meals and other facilities booked without charge provided you notify Warwick Conferences in writing at least 14 days in advance of the event. Warwick Conferences will base the 5% limit on the highest number of bedrooms, meals and other items for which You made a confirmed booking.

If you need to cancel more than 5% of the accommodation, meals or other facilities booked, or cancel the booking less than 14 days and more than 24 hours in advance of the event, you will be liable to pay reduced charges for any accommodation, meals or other facilities which Warwick Conferences are unable to re-sell. The reduced charges will be:

- 90% of the charges for cancelled accommodation and room hire, less the value of any re-sales by Warwick Conferences
- 63% of the charges for cancelled meals and drinks, less the value of any re-sales by Warwick Conferences

10.3 Warwick Conferences will treat any changes You make in dates for accommodation, or in dates or times of room hire or meals, as a cancellation and the charges set out above will apply.

10.4 Warwick Conferences will show the bookings that You have cancelled on a new Event Schedule, and will tell You its final charges for your cancelled booking when it knows if it was able to re-sell the items you cancelled.

## **11 Giving us the final details**

You must confirm in writing final timings, menus and any special food requirements not less than 7 days before the scheduled commencement of the event. If You do not do this, Warwick Conferences will decide what it should supply and charge accordingly.

## **12 Changes or cancellations by us because of events beyond our control**

Warwick Conferences has the right to alter or cancel any booking that it cannot keep for reasons beyond its control. If this happens, Warwick Conferences will use all reasonable efforts to offer You an alternative booking. Warwick Conferences does not accept any liability or responsibility if it cannot provide accommodation, food, drinks or services because of industrial action or any other cause which is beyond its control.

## **13 Changes to room allocations**

To meet the needs of as many customers as possible, Warwick Conferences may alter the meeting rooms, dining rooms or residential accommodation allocated to You. There will be no extra charge to You if Warwick Conferences change your room allocations.

## **14 Arrival and departure times**

Bedrooms will be available from 3pm on the day You arrive, and must be vacated by 9.30am on the day You are leaving, unless You arrange otherwise in writing with Warwick Conferences. Please make sure that the members of your party know this as we may charge You for extra costs incurred because of failure to leave rooms on time. Meeting rooms are available only for the time shown on the Event Schedule. Extensions will be possible only with our agreement and you may be charged accordingly at our current rates.

## **15 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, are allowed on University premises.

## **16 Food and drink**

Warwick Conferences calculates its charges on the basis that it 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 University premises to eat or drink here without the prior express agreement of Warwick Conferences. You will be charged corkage or equivalent charges for all drinks or food brought in and consumed on University premises.

## **17 Behaviour on our premises**

You must make sure that You, members of your party and anyone visiting You at the University behave in such a way that they do not cause a nuisance or unreasonable disruption to the University, its members or employees, or to any other visitor to the University.

You agree that You and the members of your party will comply with the University Ordinances, Regulations and Rules, in particular:

- Ordinance 18 on parking and traffic;
  - Regulation 29 on meetings etc. on University premises.
- You acknowledge that Warwick Conferences has advised you that these Ordinances and Regulations are available at [www2.warwick.ac.uk/institutes/info/gov/calendar/section2](http://www2.warwick.ac.uk/institutes/info/gov/calendar/section2)

You agree to pay Warwick Conferences for any loss or liability of any kind to any person and/or suffered and/or incurred by the University which results from You, any member of your party or person visiting You at the University failing to obey any University Ordinance, Regulation and/or Rule or otherwise.

You should make sure that You are fully insured against all losses or liabilities referred to in this clause.

(Warwick Conferences reserves the right to refuse to accept any booking without proof that You have enough insurance to cover your liability under this clause.)

## **18 Your responsibilities for under 18's in your party**

You acknowledge that it is your responsibility where the booking you wish to make with Warwick Conferences may comprise, at the relevant time, individuals under the age of eighteen (18) to ensure that all necessary child protection measures and arrangements in connection with your proposed activity, including, but not limited to, (i) undertaking an appropriate risk assessment, (ii) ensuring that your staff are properly trained and briefed on procedures for dealing with concerns about child protection, (iii) seeking and obtaining appropriate levels of Criminal Records Bureau ("CRB") checks on such staff and (iv) ensuring that You have the appropriate insurance arrangements in place.

## **19 Services provided by someone outside the University**

If You ask Warwick Conferences to arrange for a service to be provided by any third party, Warwick Conferences will only act as an agent for you. Any resulting contract is between You and the third party providing the service and You shall be entirely responsible for the payment of any third party's fees, costs and expenses. Warwick Conferences will treat the third party as a person visiting You at the University (see clause 17).

## **20 Eligible body status**

Certain bodies can claim eligible body status and thereby Warwick Conferences may, at its discretion, and on receipt from You of evidence of your eligible body status, exempt the supply with regard to the value added tax (VAT), by invoicing You via The University of Warwick rather than Warwick University Training Limited.

## **21 Using the University's name without permission**

You may not use:

- the name and/or logo of the 'University of Warwick' and/or any of its departments or subsidiaries including the name and/or logo of Warwick Conferences
- any photographs of any part of the University; without written permission from Warwick Conferences and, in any event, only for the purposes of promoting the event.

## **22 Damage/loss of Property**

All information is given and all statements are made by us in good faith and we use our reasonable endeavours to check all information given to You. The University and/or Warwick Conferences shall not be liable for any damage or loss to property, valuables or money resulting from information provided by the University and/or Warwick Conferences or any agent or employee acting for the University and/or Warwick Conferences save where such loss or damage is caused by a wilful and negligent act of such person.

Whilst the University and Warwick Conferences use all reasonable endeavours to ensure the safety of all persons and their property on University premises no responsibility is accepted by the University and/or Warwick Conferences or their servants, agents or representatives for the care of property of any description including money, valuables, luggage, clothing or motor vehicles belonging to You, members of your party, visitors and/or guests save where such loss or damage is caused by a wilful and negligent act of such person. You are responsible for ensuring that all rooms relating to your party are locked when not in use and that all members of your group take all money and valuables with them.

## **23 Liability**

The University and/or Warwick Conferences shall not be liable to You in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which You may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this contract by the University and/or Warwick Conferences, its servants or agents.

The University and/or Warwick Conferences shall not be liable to You in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or any indirect or

consequential (including economic) loss of any kind which You may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this contract by the University and/or Warwick Conferences, its servants or agents.

Provided that nothing in these terms and conditions shall operate as:

- to exclude the University and/or Warwick Conferences non-excludable liability in respect of death or personal injury caused by the negligence of the University and/or Warwick Conferences, its servants or agents;
- to affect Your statutory rights where You are dealing as a consumer within the meaning of the Unfair Contract Terms Act; or
- to exclude the application of Section 12 of the Sale of Goods Act 1979; or
- to exclude liability for fraudulent misrepresentation.

## **24 General**

The provisions of these terms and conditions are severable and distinct from one another, and, if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

The rights and remedies of the University and/or Warwick Conferences in respect of this contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the University and/or Warwick Conferences to You nor by any failure of or delay by the University and/or Warwick Conferences in ascertaining or exercising any such rights or remedies.

Any release, waiver or compromise or any other arrangement of any kind (a release) by the University and/or Warwick Conferences shall not affect its rights and remedies as regards any other party nor its rights and remedies against You in whose favour it is granted or made except to the extent of the express terms of the release and no such release shall have effect unless granted or made in writing.

The rights and remedies in this contract are cumulative and not exclusive of any rights and/or remedies provided by law.

These terms and conditions and the contract shall not constitute and shall not be deemed to constitute any relationship of partnership or agency between the University and/or Warwick Conferences and You and shall not in any way create a lease of the University premises.

You shall not impede in any way the University and/or Warwick Conferences (or their agents and servants) in the exercise of the University's right of possession and control of each and every part of the University premises.

All notices under this contract shall be in writing and may be served by post or facsimile transmission addressed to the other party at the address given in this Contract or at such other address as a party shall from time to time by notice in writing give to the other party for the purpose of service of notices under this contract and every such notice shall be deemed to have been served. If served by post at the expiration of 3 days after despatch of the same or if sent by facsimile transmission at ten hours local time on the next normal business day of the recipient following despatch and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed prepaid and posted in the manner provided and in the case of a facsimile transmission report that it was transmitted to the correct telephone number. Saturdays, Sundays and Bank Holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next normal business day of the recipient.

For the avoidance of doubt nothing in these Conditions shall confer on any third party any benefit or the right to enforce any provision of these Conditions.

warwick conferences

the venue for every event

Sales & Marketing  
Warwick Conferences  
The University of Warwick  
Coventry CV4 7AL

t 024 7652 3222  
f 024 7657 2661  
e [conferences@warwick.ac.uk](mailto:conferences@warwick.ac.uk)  
w [warwickconferences.com](http://warwickconferences.com)

