

ROOM BOOKING POLICY FOR EXTERNAL CLIENTS

Definitions

- 'the Client' means the organisation and/or individual in whose name the booking is made unless otherwise agreed.
- 'UoB' means University of Buckingham and/or the Room Bookings Office.
- 'the Premises' means the space, and/or room(s) or lecture theatre(s) hired or booked by the Client from UoB.

General Terms and conditions

- a. In addition to an email booking confirmation, external clients are required to complete and return a Room Booking Application Form (RBAF) which will be sent as soon as possible following the email. The RBAF should be completed and returned to the Room Booking Coordinator normally at least 14 days prior to the commencement of the event. In the case of the RBAF not being completed and approved, the UoB reserves the right to cancel any booking detailed on the form. The UoB does not accept liability for any losses incurred due to the cancellation of bookings in compliance with this policy.
- b. Where the Client includes more than one person and/or company organisation they shall be jointly and severally liable in respect of any booking.
- c. Where bookings are made more than a year in advance the UoB reserves the right to increase charges for these bookings.
- d. The UoB is able to supply most items of AV. Requirements for AV should be listed on the RBAF. The cost of some AV items is not included in the Room Hire rate. Upon receipt of the RBAF the Room Booking Coordinator will confirm availability and costs incurred.

Payment

- a. The Client agrees to pay any charges for catering and other facilities.
- b. The UoB does not normally request a deposit from external clients. An invoice for all services will be raised after the event and should be paid within 14 days. In exceptional circumstances the UoB may require a deposit, particularly where special catering is required or where, in the opinion of the UoB, the booking constitutes a large number of rooms over an extended period. In the event of a deposit being paid the amount received will be deducted from the final invoice. Deposits are normally refundable.

Use of the Premises

- a. The Client, its employees, guests or participants shall be allowed access to the Premises and any other parts of the UoB which are reasonably necessary for the use of the Premises on a non-exclusive basis for the event and for the period detailed on the RBAF.
- b. The Client will comply and shall ensure its employees, guests or participants comply with all reasonable instructions given to the Client by UoB's staff relating to the Client's use of the Premises.
- c. The Client shall be responsible for preparing the Premises for the event. If requested, the UoB will use its reasonable endeavours to allow the Client and/or its employees access to the premises during a reasonable time before the event in order to prepare the Premises or any equipment.
- d. The Client shall at all times use the Premises in a proper and lawful manner.

Rights reserved by UoB

- a. The UoB reserves the right to not permit the use of its premises if the use is deemed to be in breach of its Prevent Policy. The use of University premises is subject to approval by the Estates Bursar following completion of the Room Booking Application Form.
- b. The UoB shall be entitled to enter the Premises at any time and for such purposes and to such extent as in its sole discretion it shall deem necessary.
- c. The UoB reserves the right to provide alternative Premises in the event that a particular venue is required by an unforeseen change to the UoB calendar or to an event beyond the control of the UoB.

Restrictions on the use of the Premises

- a. The Client shall not use the Premises for any purpose other than that specified on the RBAF.
- b. The Client shall not cause or permit any of its employees, guests or participants to use the premises to cause any nuisance, annoyance to the UoB or any other person.
- c. The Client shall not, without the prior written consent of the UoB introduce additional furniture to the Premises.
- d. The Client shall not, without the prior written consent of the UoB, fix any placards or articles to any part of the Premises; display any posters, boards, flags or other emblems or advertisements on the side or outside of the UoB's property; or arrange any musical performances or other noisy activities on the UoB's property. To the extent that any such activities are permitted by the UoB in its sole discretion, the Client shall comply with the regulations on UoB in force from time to time.

- e. The Client is not permitted to sell, or authorise others to sell, any goods including tickets, without the prior written consent of the UoB.

Public Entertainment

The Client shall not show films or videos or perform plays without the prior written consent of the UoB. Not all Premises are licensed under the Cinemas Act or the Theatres Act and if the Client wishes to show a film or video or perform a play, details must be provided to the Room Booking Coordinator so that the appropriate room can be booked. The UoB does not have a Licence for selling alcohol. A Temporary Event Notice would need to be applied for from the relevant licencing authority and is the responsibility of the client.

Health and Safety

The Client shall be responsible for the health and safety of its employees, guests or participants and is expected to comply with all relevant legislation and all relevant UoB rules.

Liability and Insurance

- a. The UoB shall be under no liability whatsoever to the Client, or to any person attending the UoB in connection with an event organised by the Client, for any consequential losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability caused directly or indirectly by the services, UoB or its employees or incurred by the Client in connection with the hiring of its Premises, except where such death, injury or loss is due to the negligence of the UoB which by statute cannot be excluded.
- b. The UoB does not accept any responsibility or liability in respect of any damage to or loss of any goods, vehicles or property of any kind brought on to or left at the UoB's Premises whether by the Client or any other person and it is the Client's responsibility to advise its employees, guests or participants to take good care of their personal effects. Any goods deposited with UoB are deposited at the risk of the owner and without any obligation to the UoB.

Loss of or damage to the UoB's property

It is the Client's responsibility to take good care of and not to cause any damage to the Premises, equipment, fittings or other property. The Client shall promptly reimburse the UoB in full for any and all costs incurred by the UoB in:

- (i) Repairing and damage to the Premises or any fixtures, fittings, equipment or other property of the UoB
and
- (ii) Replacing any item of UoB property which goes missing from the Premises.

Which, in either case, occurs during the use by the Client or its employees, guests or participants of the Premises, unless such damage or loss is proved to the satisfaction of the UoB to be the sole result or omissions of the UoB or a member of its staff.

Insurance Policy

The UoB reserves the right to require the Client to have in force throughout the event a policy of insurance effected with a reputable insurance company covering the Client against third party risks for such reasonable sum as the UoB shall specify and if such right is exercised the Client shall produce to the UoB not less than one week prior to the event evidence of such a Policy.

Indemnity

The Clients, its employees, guests or participants shall indemnify the UoB and hold the UoB harmless from and against any and all costs, losses, expenses, actions, proceedings, claims, damages and liabilities including without limitation legal and other fees, arising out of and in connection with the Client's use of the Premises or from the use by it or any of its employees, guests or participants of any of the UoB property.

Force Majeure

The UoB cannot be held responsible for any cancellations or any associated losses resulting from acts of God, acts of Government, employment or student disputes or any circumstances beyond the UoB's reasonable control ('force majeure') necessitating the closure of the Premises.

Assignment

The Client shall not assign its rights under these conditions, nor grant any rights by way of licence, hire or otherwise to any other person in respect of the Premises.

Variation

Unless expressly agreed otherwise in writing between the parties these conditions as set out in the email represent the complete and entire understanding between the parties regarding the booking or hiring of the Premises and supersede all prior negotiations, representations or agreements, either written or oral.

This shall not exclude any liability in respect of any statements made fraudulently. These Conditions may not be modified except by an agreement in writing signed by the duly authorised representative of the parties.

UoB Regulations – Electrical equipment

Any electrical equipment brought to the UoB's Premises must first be approved in writing by the UoB. Such equipment must also comply with the UoB's standard equipment supply which runs at 230/240 volts and 50hz and the equipment must also have a maximum load not exceeding 13 amps. Any electrical equipment brought in to the Premises must also have a valid PAT (Portable Appliance Testing) certificate dates within one year of the date of the booking. Any equipment without a valid certificate may not be used.

Advertising

In any advertising carried out by the Client (or the Clients agent), the Client undertakes that it is clear that the UoB is in no way sponsoring or approving academically the event for which the accommodation is being provided.