

1.0 Parties

The contract is between Event Essex (Us or We) of University of Essex Campus Services Limited and The Client (You) (as named on the Booking Contract).

2.0 Obligations

We will provide the services detailed in the Booking Contract and You will pay all charges, including any extra charges arising under this contract or on the conclusion on Your event.

3.0 The booking process

3.1 Provisional Booking

We will make a provisional booking if requested to do so by You. When We do so We will send You a Booking Contract and invoice.

You must confirm the booking in writing by completing the Booking Contract. The Booking Contract must be signed by a person authorised to do so by You. The signed Booking Contract must be received by Us within 2 weeks of the date of the request for a provisional booking. For this purpose writing includes email but does not include fax. If the signed Booking Contract is not received by Us within 2 weeks of the date of the provisional booking the provisional booking will be cancelled.

3.2 Confirmed Booking

If We receive the signed Booking Contract in accordance to paragraph 3.1, and the appropriate deposit, We will treat the booking as a confirmed booking. The booking will be subject to these terms and conditions.

The Booking Contract will confirm the venue(s), catering and other facilities that You have booked along with start/end times. It should include a clear statement of any other arrangements that have been agreed between You and Us.

We will confirm Your booking only on the basis of these terms and conditions, a Booking Contract signed by You and receipt of the deposit. These terms and condition apply to You and to all guests who are included in Your booking.

3.3 Booking more than one year in advance.

When You book, You agree to pay Our charges for the venue(s), catering and other facilities set out on the Booking Contract, plus VAT (if applicable) at the current rate. We may increase Our charges if You book more than a year in advance of the date of Your event. We will notify You in writing of any changes to our charges after the date of Your booking.

Please be aware that all bookings made more than one year in advance are subject to the availability of the relevant facilities and we may alter or cancel any bookings if for reasons beyond our control, these facilities are subsequently no longer available. If this happens, we will make reasonable efforts to offer You suitable alternative arrangements. However, the University does not accept liability for any inconvenience, damage or loss caused as a consequence of such alterations or cancellations.

4.0 Invoicing - Deposits and Payments

Please make cheques payable to University of Essex Campus Services Ltd

We will not confirm Your booking unless We receive Your deposit with the signed booking contract.

4.1 Payment schedule

Payments must be made according to the following schedule:

At time of booking	<u>Booking Deposit</u> If the booking is more than 6 months before the date of Your event: a non-refundable deposit of £100 (deductible from the total cost of Your booking); If the booking is within 6 months of the date of Your event: a non-refundable deposit of 50% of the total projected booking cost; If the booking is within 4 weeks or less of the date of Your event: the total projected booking cost.
6-3 months prior to Your event	<u>Deposit invoice</u> You must pay a non-refundable deposit of 50% of the total projected booking cost, 6 months before the event for residential bookings and 3 months before the event for non-residential bookings.
6-4 weeks prior to event	<u>Detailed Programme</u> We will supply a detailed programme prior to the commencement of the event. You must agree the final numbers no later than 4 weeks prior to the arrival of the delegates. <u>The final account will be based on this information</u> , or actual numbers whichever is higher.
After event	<u>Final invoice</u> We will send You a final invoice within 4 weeks of the finish of Your event, to cover any additional costs incurred during Your event and to credit any deposits already paid. You must pay this final invoice within 30 days of the date of the invoice.

Please see 'cancellation of Your event' for details of the cancellation policy.

4.2 VAT

Where applicable, VAT at the standard rate in force at the time the booking is confirmed will be charged. VAT exempt rates may be available to organisations that qualify as an "eligible body" as defined by the VAT Act 1994 Schedule 9 Group 6. If appropriate, The Client should indicate the type of VAT exemption on the Booking Contract, following the guidance information on Page 4 of these terms and conditions if required.

4.3 Changing Your booking

We understand that it can be difficult to predict precise requirements so the Booking Contract will be based on agreed minimum numbers for Your booking.

You must inform Event Essex if You require any changes to the booking as soon as practicable and in any event within 4 weeks of the date of Your event. We may change the meeting rooms and/or dining areas if You want to change Your booking.

A reduction in guest numbers may result in cancellation charges as per the cancellation policy.

An increase in guest numbers is subject to availability.

4 weeks prior to the event date, We will confirm final numbers and Your catering schedule. If these have increased since the initial Booking Contract (and We have accepted the increase) We will issue You with an updated contract. If the numbers have decreased We will send You an updated programme to reflect the changes.

4.4 Confirming Special Requirements

You must confirm any special requirements no later than 4 weeks before the event. Any additional requirements after this date cannot be guaranteed and may incur additional charges. If You cancel any rooms, catering or other facilities within 4 weeks of Your event We will charge You at full rate for the unused rooms/facilities.

5.0 Cancellations

5.1 Force Majeure

We shall not be under any liability to You if We are prevented from fulfilling Our obligations under this contract due to an event beyond Our control. Such events include but are not limited to:

Acts of God;

War, National Emergency, Civil Unrest, Acts of Terrorism, Pandemic;

The government of the country of origin of the visiting group issuing a formal warning advising against travel to the United Kingdom;

Strikes or similar industrial action.

If We are unable to fulfil Our obligations in the event of a Force Majeure occurring We will give You notice as quickly and reasonably as possible.

5.2 Cancellation by Us

We may cancel any booking at any time if:

The booking or event will cause potential or actual damage to the reputation of the University of Essex;

The event attracts significant negative publicity;

There is a significant number of complaints from staff, students or members of the public about the event;

The event includes any controversial speakers/attendees;

The event is likely to result in disorder;

You are insolvent (including liquidation, receivership, administration and voluntary arrangements with creditors) at the time of the booking or the event;

You are in arrears by more than 30 days in respect of any payment due to the University of Essex or to Us;

The University of Essex is aware of any negative factor relating to the event;

The University of Essex' facilities are significantly affected or closed due to fire, flood, failure of water, heating or electricity systems, dispute with employees or by order of any public authority. Should this happen, we will make reasonable efforts to offer You alternative arrangements. However, We cannot accept liability for any inconvenience or loss caused as a consequence of such cancellation or alternatives.

5.3 Cancellation by You

In the event of the booking being cancelled by You, You will pay the cancellation charge stated in the table below.

Time that notice of cancellation is received by Us	Charge
From the date the Booking was confirmed to 3 months plus 1 day prior to Your booking start date	50% of the expected total charges, as stated on Your Booking Contract
Between 3 months - 4 weeks prior to Your event start date	75% of the expected total charges, as stated on Your Booking Contract
Less than 4 weeks prior to Your event start date	100% of the expected total charges, as stated on Your Booking Contract

6.0 Damage to premises

You will pay Us the cost of making good damage to the University of Essex or Wivenhoe House Hotel premises, furniture or other property caused by persons attending Your event or booking. This includes unreturned keys on departure at £20.00 each.

Loss or damage - We do not accept any responsibility or liability in respect of loss or damage to any property brought to the premises by or on behalf of You, Your staff, agents, guests or persons authorised by You to visit the premises.

Your Insurance - You must ensure that You are indemnified by a reputable UK insurer in respect of Your liabilities to Us and to Your delegates

Our Insurance - We are insured against legal liability resulting from the use of our facilities.

7.0 General Responsibilities

The following responsibilities should be considered during the planning and running of Your event.

Event details - Venues, date, start/end time - The details of Your date(s), start/end time, number of delegates, and venue(s) will be included on the Booking Contract. The detailed programme issued by Event Essex no later than 4 weeks prior to Your event will include final venue details.

Site visit - It is important that You, as The Client, has seen the venue(s) and/or accommodation at the time of Your booking, and have met Your Event Essex point of contact, to ensure You are clear and happy with the facilities and service being supplied for Your booking. By signing Your booking contract You accept these terms and conditions.

Room capacities - the maximum number of people to be accommodated in each room, whether for accommodation or for a function, is specified by Us and must not be exceeded. Bedrooms are for single or double occupancy only as specified and must be vacated by 09.30 on Your day of departure.

Disabled guests & special requirements - We are keen to make Your booking a positive and accessible experience for all guests. If You have any specific requests from guests with disabilities or with special requirements, please let us know at the earliest opportunity, so we can do our best to meet them.

Hazardous items - You must not bring any hazardous or dangerous items onto any University premises without written prior permission from Event Essex.

Children - Children aged less than 12 years are not permitted on campus venues, accommodation, or the iLab. They may use the Wivenhoe House Hotel if they are under adult supervision. Children aged between 12 and 18 years are permitted on campus venues, accommodation and the iLab if accompanied by a responsible adult at all times at a ratio of 1 adult per 15 children.

Food & drink - You must not bring food or drink on to the premises, either for personal consumption or for consumption by guests at an event, without written prior permission from Event Essex.

Substitute venues - Event Essex may provide alternative accommodation/meeting rooms of an equivalent standard to that outlined on the Booking Contract.

Computer facilities - If You use the University of Essex' computing facilities, You will ensure that Your staff and guests observe the guidelines for the Proper Use of University Computing Facilities. These guidelines will be issued to You and Your delegates on arrival.

Behaviour - If You or any guest included in Your booking behaves in a manner which in Our reasonable opinion is not acceptable, We may cancel the contract immediately and We will not be responsible for any loss or damage suffered by You or any guest included in Your booking.

Advertising/ promotional events - You must not use name of The University of Essex, its facilities or property for the purposes of promoting or advertising Your products or services without prior written permission from Us.

Animals - With the exception of disability assistance dogs, animals are not permitted in our venues or accommodation.

Licensing - Under licensing arrangements, wines, spirits or other alcoholic beverages may only be ordered from, delivered and served by University of Essex Catering Services or Wivenhoe House Hotel. You may not serve Your own wines, spirits or other alcoholic beverages. If you wish to bring your own alcoholic beverages onto the campus then a corkage charge of £6.00 per bottle will apply.

Where applicable, the bar will shut half an hour prior to the event end time.

Outside Contractors - To ensure Our events operate smoothly and in compliance with health and safety legislation, You must have Our prior written permission to use outside contractors during Your event.

If We give such permission, the outside contractors must supply a full health and safety audit to the satisfaction of Us no later than 14 days prior to the booking start date.

In addition, You indemnify the University of Essex and Us against claims made against It or Us resulting from an act or default by any of the outside contractors or any equipment supplied by them.

Own equipment/ signage/ decorations - No structures, notices, decorations or signs shall be erected or displayed within precincts of Our facilities without the prior written permission from Us. Any electrical equipment bought onto campus must be declared and have a valid PAT certificate.

8.0 VAT & Eligible Bodies

The University of Essex, as a supplier of Education, Research and Vocational Training, must ensure that the appropriate rate of VAT or exemption is applied to such supplies. Such supplies, and those closely related to them, to Eligible Bodies are exempt from VAT.

Under the VAT Act 1994, Schedule 9 Group 6 Note 1, an "Eligible Body" comprises any of the following:

- (a) Schools defined as such under various UK Education Acts.
- (b) A UK University, and any college, institution, school or hall of such a university, (excluding subsidiary companies that universities and colleges set up to pursue campus business).
- (c) Institutions such as further education colleges or organisations defined or designated as such under the various UK Education Acts.
- (d) A government department or local authority or similar body. Included are executive agencies and Health Authorities.
- (e) A body which:
 - (i) is precluded from distributing and does not distribute any profit it makes, and
 - (ii) applies any profits made from exempt supplies of education, research or vocational training to the continuance or improvement of such supplies

Most such bodies will be charities, professional bodies or companies limited by guarantee. However, provided they satisfy the conditions in (i) and (ii) above, ad hoc groups organising specific conferences or training events are eligible. Non-profit making organisations that belong overseas do not qualify as eligible.

- (f) A body not falling within (a) - (e) above which provides the teaching of English as a foreign language.

Confirmation of Your booking

For completion by You

VAT & Eligible Bodies

The University, as a supplier of Education, Research and Vocational Training, must ensure that the appropriate rate of VAT or exemption is applied to such supplies.

In order to establish the correct VAT treatment on any supplies please complete the following declaration.

We qualify as an eligible body for VAT exemption as detailed in paragraph 8 of the attached Terms & Conditions under criteria []. (*indicate criteria*)

We intend to make an exempt supply of education to students, pupils or trainees of our organisation.

We further declare that the goods and services to be obtained from the University are exempt from VAT under Item 4, Group 6, Schedule 9, VAT Act 1994 because they are closely related to the organisation's exempt supply of education, and are for the direct use of the students, pupils or trainees concerned .

Or

We are not an eligible body [] (*please tick*)

Acceptance of booking

- I am authorised to approve this booking on behalf of my organisation.
- I accept the details of this booking as outlined in this letter are correct and I confirm the booking in accordance with the enclosed Terms and Conditions.
- I have completed the appropriate declaration with reference to VAT and eligible bodies.
- I am aware that cancellation charges will be incurred as per the cancellation schedule detailed in the Terms and Conditions.
- I have arranged payment of [cost] to secure the booking.

Signature

Name (print)

Position

Organisation

Date

Invoice address if different from Main Contact:

**Please make cheques payable to University of Essex Campus Services Ltd
Please return a hard copy of the countersigned contract letter to Event Essex.**

Event Essex is part of University of Essex Campus Services Ltd, which is registered in England and Wales with registered number 2534817 and the registered office of Wivenhoe Park, Colchester, Essex CO4 3SQ
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