

Trading as



Terms and Conditions

Relating to the Provision of
Accommodation, Catering and
Conference Facilities and Services

1. The Contract

- 1.1** The Contract shall be governed by the Terms and Conditions herein and shall constitute the whole agreement between the University and the Client
- 1.2** In the event of any conflict between the Terms and Conditions and any communications between the University and the Client, the Terms and Conditions shall prevail.

2. Definitions

In these Terms and Conditions the following terms shall have the following meanings unless the context otherwise requires:

“**Terms and Conditions**” shall mean the terms, conditions and others contained in Clauses 3 to 19 inclusive and the offer letter you receive

“**the Contract**” shall mean the Contract constituted by the Terms and Conditions and the Client’s acceptance of these

“**the Services**” shall mean the provision of the accommodation and/or the catering and/or conference facilities and services by the University to the Client and detailed in the offer letter

“**the University**” shall mean The University Of Chichester based on two campuses at Chichester and Bognor Regis

“**the Conference Office**” shall mean the Conference Office which is part of the University and has offices at Bishop Otter Campus, College Lane, Chichester, West Sussex, PO19 6PE and at Bognor Regis Campus, Upper Bognor Road, Bognor Regis, West Sussex, PO21 1HR

“**the Client**” shall mean the company, firm, person, university or other legal person accepting the Terms and Conditions.

“**Guest(s)**” shall mean any and all persons for whom the Services are to be provided in terms of the Contract.

“**Chichester Enterprises**” is trading name of The University of Chichester

3. Rates

The rates payable by the Client to the University in respect of the provisions of the Services are those specified in the offer subject however to the University having the right to adjust the rates after the date of acceptance by the Client but prior to the date on which the Services are first provided. Written notification of any rate changes will be made to the client as soon as possible. In such event the Client will have the option to resile from the Contract provided the University receives written confirmation of this from the Client within 14 days of the notification of change of price. In these circumstances any deposit will be refunded to the Client. If no such notification is received within said period the Client will be deemed to have accepted such change of price and to have waived its right to resile from the Contract.

4. Payments

- 4.1** All prices and charges stated by the University are exclusive of Value Added Tax or other Government charges unless otherwise stated.

- 4.2** The Client is required to lodge with the University a credit/debit card number and either a deposit or full payment (depending on the University's requirement for a deposit or full payment as specified in the offer letter) and this deposit or full payment as the case may be must be lodged by the Client together with the Client's acceptance of the offer letter. Failure will result in the Offer being invalid and shall have no effect. Save as provided in Clauses 3 and 6, such deposit or full payment shall be non-refundable.

- 4.3** If any deposit or any full payment as specified in Clause 4.2 does not reach the University by the date(s) stipulated in the offer letter then there will be no Contract in existence and the University will not be required to give any written notice to this effect to the Client, although the University will be entitled to do so should the University deem appropriate.

- 4.4** Where a booking is made by the Client on a date falling more than 42 days prior to the intended date of arrival of the Guest(s), payment in respect of the Services (after deduction of any booking fees and/or deposit previously paid) shall be made by the Client in full no later than 14 days prior to the intended date of arrival of the Guest(s) in exchange for a statement issued by the University to the Client showing the amount due (which statement shall not for the avoidance of doubt take the form of a formal invoice), failing which the University reserves the right to terminate the Contract without penalty.

Accommodation Bookings only

The offer letter will detail all terms of final payment where considered appropriate by the University, and if no terms of final payment are detailed in the attached offer letter the following provisions shall apply :-
Where a booking is made by the Client on a date falling 42 days or less prior to the date of intended arrival of the Guest(s) payment in respect of the Services (together with payment of any booking fees and/or deposit due at the time of such booking, which booking fees and/or deposit shall be taken into account when calculating the payment due in respect of the Services) shall be made by the Client in full immediately at the time such booking is made by the Client, in exchange for a statement issued by the University to the Client showing the amount due (which statement shall not for the avoidance of doubt take the form of a formal invoice) failing which the University reserves the right to terminate the Contract without penalty.

4.5 Interest at the rate of 4 per cent above the base rate from time to time of the Royal Bank of Scotland PLC will be payable on all sums remaining unpaid after the due date for payment until payment in full has been received by the University.

5. Cancellation by the Customer

5.1 Cancellation of a booking can be effected only by written notice. Such cancellation will be effective only when received and acknowledged by the University.

5.2 Without prejudice to any other remedy which the University may have (a) in the event of a cancellation at any time the University shall be entitled to retain the full amount of any such deposit(s) and/or booking fees paid by the Client and (b) the following cancellation costs will be payable to the University on demand by the Client :-

	Cancellation Notices Received :-	Percentage of Contract Price Payable re-Bedroom Accommodation	Percentage of Contract Price Payable re-catering and services
1	More than 181 days prior to the Event	Nil	Nil
2	More than 121 days but less than 182 days prior to the event	20%	20%
3	More than 61 days but less than 122 days prior to the Event	30%	30%
4	More than 41 days but less than 62 days prior to the Event	60%	60%
5	More than 27 working days but less than 42 working days prior to the Event	75%	75%
6	Less than 28 days prior to the Event	100%	100%

6. Guarantee of Numbers

6.1 The Client will be responsible for payment in respect of the number of persons confirmed at a date set out in the offer letter and then stated in the Contract. There shall be no reduction in the price if the actual number is less than the number confirmed by the Client on the date set in the offer letter.

6.2 In the event that the Client wishes to increase the number of persons, the University shall use all reasonable endeavours to comply with such request provided that such request is made no later than 14 days prior to the date for the provision of Services. Any additional costs thereby incurred by the University will be payable by the Client either at an agreed or pro-rata rate, which ever is applicable.

7. Final Details and Payment

7.1 The Client will provide the University with a rooming list and details of any specific dietary or other requirements not later than 28 days prior to the date on which the Services are to be provided. Whilst the University agrees to use all reasonable endeavours to cater for any such special requirements it will be under no obligation to do so and failure to do so will not amount to any breach by the University of the Contract. Any variation to meal times agreed may result in additional costs which will be passed on to the Client.

7.2 Guests may be substituted at any time before the event, with no additional charge, as long as the Client informs the Conference Office of any changes.

7.3 On receipt of the final numbers confirmation and a statement will be sent to the Client for settlement at least 14 days prior to the event taking place.

7.4 After the event a Final Invoice will be sent showing any additional items which have become due for payment. Settlement is requirement within 30 days of the invoice date.

7.5 All cheques need to be made payable to “Chichester Enterprises Ltd”

7.6 The University has the right to charge any additional costs to the Credit/Debit Card number if payment has not been received with in the 30 day period and the invoice has not been questioned.

8. Catering

8.1 Food and Drink must not be brought onto campus. The University’s caterers have sole rights to catering on both campuses

8.2 The University can not accept responsibility if they can not provide food and/or beverages because of industrial action or any other cause which is beyond their control.

8.3 The caterers have the right to alter menus for any bookings for reasons out of their control and substitute an item(s) or dish(es) to any menu.

8.4 The University's caterers will endeavour to cater for special diets providing they are informed when final numbers are sent to the Conference Office 28 days prior to arrival

9. Accessibility

9.1. The University of Chichester is committed to providing an inclusive environment for all its visitors and residents; whilst it will endeavour to accommodate all requests, the University cannot guarantee this and Clients should check to ensure adapted facilities and requirements are available and meet their needs before committing to these terms and conditions.

9.2. If any adapted facilities are required, the Client must notify the University and must provide details of the required facilities in writing at the time of the Clients application.

9.3. The University will use all reasonable endeavours to provide such facilities as are so requested. The University does not guarantee to provide these, and the University shall have no liability to the Client in respect of any right or claim arising from the standard of special facilities provided, or any alleged inadequacy therein.

9.4. For the avoidance of doubt, the Client is responsible for complying with any obligations imposed on the Client by the Disability Discrimination Act 1995 and all amendments and/or statutory enactments thereof

9.5. Assistance dogs are welcomed and Clients should notify the University in advance of arrival to ensure facilities are available for the dog/s.

10. Hire of Lecture Rooms and Equipment

10.1. Animals, with the exception of assistance dogs, are not permitted in University buildings

10.2. Smoking is not permitted in any University buildings. Guests wishing to smoke must do so at least 2 metres from any buildings or walkways on campus. Clients are asked to draw Guests attention to the University's smoking policy.

10.3. The University will 'set up' the lecture room(s) in the style agreed on by the client. A "Room Layout Option" sheet is available on request. Not all layout options are possible in all rooms. Clients are requested to make the Conference Office aware of their preferred layout at least 14 days in advance of the event possible so the correct rooms are allocated to them.

10.4. The University does not provide stationery, such as pens and paper. Clients need to provide and distribute all items required for their event, such as course notes, name badges, stationery, etc.

10.5. The Client can not display in any part of the University or its grounds, any signs, posters or promotional material without prior written consent of the University.

10.6. The Client can not use the University name or logo on any publicity material or press reports without the prior written consent.

10.7. If the Client expects disruption of any kind during their stay they should inform the University at the time the booking is made of any proposed speakers and the subject matter of their talks. Where such notice is not given and subsequently there is a risk of disruption, it will be deemed the Client was in breach of the Terms and Conditions and the University will have the right to withdraw permission of use of its premises and the full hire rate will be invoiced to the company.

10.8. The Client is responsible for complying with the University's Health and Safety Policies. All Clients are required to complete a risk assessment for each room they are using. These must be completed using the forms provided by the University and assess all the risks that the activities carried out impose on Guests, Speakers and the Client themselves.

10.9. The Client is responsible for maintaining order and ensuring all Guests observe Fire, Safety and Security regulations in place at the University and highlighted in the specific event risk assessment

10.10. The University has the right to provide alternative accommodation to that booked should unforeseen circumstances necessitate such action

10.11. The accommodation and conference facilities shall be used solely for the purpose stated on the offer and contract letter. The University reserves the right not to hire out facilities for political purposes and other activities it deems are not aligned with a Higher Educational Establishment ethos

11. Additional Items Apply to Bedroom Accommodation

11.1. It is the duty of the Client to ensure that these Terms and Conditions and the terms of this Clause 12 in particular are brought to the attention of all Guests.

11.2. The Client shall ensure that rooms are vacated by 10:00 on the date specified in the Contract and that all rooms are left in a neat and tidy condition. The rooms will be available for occupation on the date of arrival from 15:30 at the earliest.

11.3. No animals (except for assistance dogs) are permitted in the University's accommodation.

- 11.4.** It may be necessary for the University to re-allocate the Client or any of the Guests from the University accommodation originally notified to the Client at the time of entering into the Contract to suitable alternative accommodation. The University shall be entitled to make such changes and shall not be deemed to be in breach of any of these conditions in the event that it requires to do so.
- 11.5.** The University's fire regulations and evacuation procedures must be read and complied with by all Guests.
- 11.6.** All Guests must comply with all reasonable instructions of University Staff
- 11.7.** Neither the University nor its staff, agents or sub-contractors will be responsible to any Guest for any personal effects, valuables or other articles brought on to University accommodation.
- 11.8.** In so far as the Data Protection Act 1998 applies to any personal data, held by or on behalf of the University relating to customers or any party deriving right from them, the following provisions of this clause 11.8 shall apply
- 11.8.1.** The University shall be entitled to use all personal data for the purposes of their business including, without limitation, providing up-to-date news and offers, and for the purpose of the provision of the services offered by the University. Customers may opt-out or request that they do not wish for their personal data to be retained for any future marketing campaigns by contacting: - Conference and Accommodation Office, University of Chichester, Bishop Otter Campus, College Lane, Chichester, West Sussex, PO19 6PE
- 11.8.2.** In the course of so using personal data, the University shall be entitled to disclose or transmit the same to their agents and sub-contractors and to such others as may be required by law or in connection with legal proceedings.
- 12. Public Liability Insurance**
- 12.1.** The University will not accept responsibility for loss or damage to personal property of the Client or Client's Guests nor will it accept responsibility for personal accidental injury while on the premises except for personal injury or death resulting from the University's negligence.
- 12.2.** The University will be under no liability to the Client whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for injury, death, damage or direct, indirect or consequential loss (all three of which term include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss) whatsoever caused arising out of or in connection with these conditions
- 13. Insurance**
- 13.1.** The Client is obliged to insure all equipment and/or any moveable property of value which is to be brought on to the University's premises on a "All Risks" basis for their full reinstatement value with a reputable insurance company, to a level satisfactory to the University acting reasonably. On demand, the Client will produce to the University the policy or policies for such insurance and the receipt for the current premium.
- 13.2.** The University advises all Clients to take out insurance to cover their event. Many insurance companies offer cover which covers cancellation, loss or damage to property, legal liabilities, adverse weather (for outdoor events), non-appearance of key persons, etc.
- 14. Damages**
- 14.1.** The Client shall pay the full cost of any property belonging to the University, which is damaged beyond fair wear and tear or stolen due to negligent behaviour of the Client or its Guests.
- 14.2.** Should any lecture rooms and/or bedrooms be left in particular disorder and require extra or specialist cleaning or replacement of any items the Client will be invoiced.
- 15. Accident Reporting**
- 15.1.** All accidents that occur on the campus must be reported to the Conference Office or Duty Security Officer who will take appropriate details and assist as necessary, whether or not First Aid assistance was required, or not
- 16. Outside Services**
- 16.1.** Prior consent of the University must be received (which consent the University may in its absolute discretion withhold or refuse) for any outside entertainment or services arranged by the Client.
- 16.2.** If the Client employs the services of an outside contractor/ entertainer, etc the Client shall be responsible for and indemnify the University against all claims, demands, losses, damages or costs sustained by the University in respect of any loss of or damage to property or death or illness of or injury to any person as a result of any act or omission of such contractor or entertainer except to the extent that the same arise from the negligence of the University.
- 16.3.** All outside contractors/entertainers must comply with the Terms and Conditions you have agreed by the Client.
- 16.4.** All outside contractors must hold relevant certification relevant to the service that they will be providing, if applicable a copy of which can be requested by the University

17. Force Majeure

Neither party shall be liable to the other in the event that either party is delayed in or prevented from the performance of its obligations hereunder by reason of force majeure which for the purposes hereof shall mean any cause of delay or prevention beyond the reasonable control of the University and/or the Client and shall include strikes, lock-outs, riots, sabotage, acts of war, destruction or damage of essential equipment by fire, explosion, flood or reduction or unavailability of power or other services.

18. Internet Access

Any Clients who are given permission to use the University's IT network are asked to inform their Guests they need to abide by the following conditions:

Acceptable Use

- 18.1.** A User Organisation and its Members may use JANET for the purpose of communicating with other User Organisations and their Members, and with organisations, individuals and services attached to networks which are reachable via JANET. All use of JANET is subject to the JANET Terms.
- 18.2.** Subject to clauses 18.4 to 18.12 below, JANET may be used by a User Organisation and its Members for any lawful activity that is in furtherance of the aims and policies of the User Organisation.
- 18.3.** It is the responsibility of the User Organisation to ensure that its Members use JANET services in accordance with this JANET Acceptable Use Policy, and with current legislation

Unacceptable Use

- 18.4.** JANET may not be used by a User Organisation or its Members for any of the activities described below.
- 18.5.** Creation or transmission, or causing the transmission, of any offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material.
- 18.6.** Creation or transmission of material with the intent to cause annoyance, inconvenience or needless anxiety.
- 18.7.** Creation or transmission of material with the intent to defraud.
- 18.8.** Creation or transmission of defamatory material.
- 18.9.** Creation or transmission of material such that this infringes the copyright of another person.
- 18.10.** Creation or transmission of unsolicited bulk or marketing material to users of networked facilities or services, save where that material is embedded within, or is otherwise part of, a service to which the user or their User Organisation has chosen to subscribe.

18.11. Deliberate unauthorised access to networked facilities or services.

18.12. Deliberate activities having, with reasonable likelihood, any of the following characteristics:

- 18.12a.** wasting staff effort or networked resources, including time on end systems and the effort of staff involved in the support of those systems;
- 18.12b.** corrupting or destroying other users' data;
- 18.12c.** violating the privacy of other users;
- 18.12d.** disrupting the work of other users;
- 18.12e.** denying service to other users (for example, by deliberate or reckless overloading of access links or of switching equipment);
- 18.12f.** continuing to use an item of networking software or hardware after JANET(UK) has requested that use cease because it is causing disruption to the correct functioning of JANET;
- 18.12g.** other misuse of JANET or networked resources, such as the introduction of "viruses" or other harmful software via JANET.

19. Complaints

All efforts will be made by the University to ensure the Terms and Conditions of a booking are upheld and agreed standards are achieved. If the Client feels this has not occurred the required course of action is to follow the Conference Office's Complaint Procedure. This can be downloaded from the Conference Office Web Page (<http://www.chiuni.ac.uk/conference>) Clients are required to initially refer to their Conference Office nominated officer, to allow matters to be resolved at a local level wherever possible. The University will only discuss serious complaints with the Client and not with Guests of the Client. Response times, processes and University staff limits of authority are all provided in the Complaints Procedure.

Communications:

Unless otherwise notified to the contrary, all correspondence in connection herewith will be addressed to:

**The Conference Office,
University of Chichester,
Bishop Otter Campus, College Lane,
Chichester,
West Sussex.
PO19 6PE
Email: conference@chi.ac.uk**