



Terms of Business

Terms and Conditions relating to Room Hire at the University and Literary Club ("UniLit").

Booking Procedure

1. If you make a provisional Booking we will require you to complete a Booking Form. The booking will remain provisional until the signed Booking Form together with a signed copy of these Terms and Conditions and a deposit as set out below are received. Written confirmation of receipt of your payment and Booking will then be sent to you.
2. We may cancel, without liability, a provisional Booking at any time prior to receipt of the signed Booking Form, Terms and Conditions and any required deposit, by sending you written notice of cancellation at your last known address.
3. If any changes take place to your requirements you must notify us immediately and a new Booking Form will be issued for your signature, if necessary.

Catering Arrangements

4. All Events on the premises will be catered for by us or by our appointed agents.
5. The final number of guests to be catered for at the Event must be confirmed to us within 28 days prior to the Event. This shall be the minimum number of guests for which you shall be charged. We will endeavour to accommodate any variation requested after such time but are not obliged to do so.
6. Under no circumstances may you bring your own food or drink onto the premises.

Charges

7. Venue hire, business services, equipment, catering and all other Charges are subject to periodic review and so may occasionally differ from charges quoted on your initial enquiry.
8. The Charges applicable to your Event will be stated on your Booking Form and will be fixed and firm from the date of receipt by us of the completed Booking Form, signed Terms and Conditions and the requisite deposit. Any other Charges arising will be based on our price list current at the date of the Event.
9. All Charges quoted are exclusive of applicable Value Added Tax (VAT) any may vary in line with legislation. Please note that VAT is due on any venue hire where any catering service is provided.
10. Should your event continue after the Finish Time, any additional room hire and other Charges will be payable at the appropriate rate pro-rata hourly or parts thereof.
11. Should you require us to purchase goods or services from a third party you will be charged a handling fee and a deposit may be required.
12. Subject to clause 39, if your Booking is cancelled by you or us for any reason, you shall be liable for any handling charge and any Cancellation Fees.
13. You shall indemnify us against all and any claims arising from the purchase of goods or services from a third party on your behalf.

Deposits and Payments

14. An advance payment will be required before your Booking is confirmed. This will generally be the room hire fee and will not be refundable. This will always be the case if your Booking is in connection with a wedding or civil partnership Event.

15. This amount, and the date by which it is required will be detailed in our Booking Form. At our sole discretion, we may at any time require an advance payment of charges that are or may in our opinion become due. These may exceed the deposit Charges indicated on the Booking Form. All additional advance payments required shall be paid within 7 days of written notification by us.

Equipment

16. We must receive a minimum of 10 working days' notice of requests for equipment and technical support, otherwise we cannot guarantee availability.

17. If providing your own equipment, you should inform us and note that we cannot provide technical assistance with such items nor shall we accept responsibility for any malfunction. It is your responsibility to satisfy yourself as to the suitability of such equipment for the environment in which it is to be used. You shall be responsible for the security and insurance of any such equipment, for obtaining all consents of licenses and for its prompt removal at the end of the Event.

18. You shall indemnify the Unilit against any costs or damages incurred through the use of such equipment. The Unilit reserves the right to refuse permission to use certain equipment.

Use of Premises

19. You shall comply with the Unilit's security requirements at all times and follow any specific security related instructions, which may be given by Unilit staff at any time.

20. You shall comply at all times with Unilit fire, emergency and Health and Safety regulations. Fire instructions including fire escape routes are displayed throughout the Unilit's premises. Fire exits and routes must not be obstructed.

21. Nothing may be fixed to walls, ceilings, floor or pillars of any room by nails, screws, drawing pins, tape or other means without prior written approval.

22. You shall not sub-licence or share occupation of the room.

23. You shall not use any public area of the premises for registrations of guests, distribution or display of promotional material or for display of company signs or notices without prior written approval.

24. You shall not hold press conferences or make television or radio recordings on our premises without prior written approval from the Unilit's General Manager.

25. You shall not photograph or film rooms that show the Unilit's logo without prior written approval of the Unilit's General Manager.

26. The use of Unilit premises does not carry any endorsement by the Unilit and none shall be claimed or implied by you in any way whatsoever.

27. You shall not make use of the Unilit logo in any way whatsoever, except with the prior written approval of the Unilit.

28. You shall not show films, video's or perform plays without the prior written approval of the Unilit.

29. You shall have access to the room between the Access Time and the Finish Time stated on the Event Sheet. The Event must end and the room be cleared no later than the Finish Time as

stated in the Event Sheet.

30. Should your Event continue after the Finish Time, the Unilit shall make every endeavour to accommodate your wishes. However should the Unilit request you to vacate the premises, for example, in the event of requiring the room for a subsequent Hirer, you shall immediately comply.

31. It is your responsibility to ensure the maximum notified capacity of each room is not exceeded at any time.

32. Any accidents or damage occurring within the premises shall be reported immediately to a Unilit staff member and a record shall be made in the accident report book.

33. Property should be clearly addressed with the name of your organisation, and room and host or organiser details. Any property causing an obstruction to the fire escape route may be removed from the premises without notice.

34. The Unilit strictly adheres to Licensing Laws at all times. Liquor Licence extensions and exemptions may be available by arrangement. You shall be responsible for the orderly and safe conduct of the Event, for ensuring that nothing that you, your agent or contractors or you or their employees or guests does interfere with any other persons use or enjoyment of the Unilit's premises, causes a nuisance, is an infringement of or renders possible the forfeiture of our Premises Licence or other permissions attaching to the Unilit's premises.

35. You shall be responsible for ensuring there is no illegal betting or gaming.

Cancellation

36. We reserve the right to cancel your Booking with immediate effect and without liability if at the sole discretion of the Unilit it appears: -

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- a. The Event is of a different nature to that confirmed by you.

 - b. The Event may be illegal.

 - c. The Event may bring bad publicity or disrepute upon the Unilit.

 - d. It is possible that you may not be able to honour your obligations under the Contract.

 - e. The number of attendees may exceed published capacity figures and it is not possible to reorganise the Booking within the Unilit's premises.

 - f. You fail to pay any required deposit

 - g. You breach any of the conditions of these signed Conditions of Booking.

37. In the event of cancellation under the circumstances described above, any deposit paid by you will be retained.

38. The Unilit may cancel your Booking with immediate effect and without liability in circumstances outside our reasonable control. These may include, although not exclusively, Act of God, fire, refusal to grant or extend a licence, strikes, lock-out or industrial action whether involving Unilit staff or a third party or any act or omission by yourself, your agent or contractor or you or their employees or guests.

39. If the Unilit cancels your Booking in circumstances detailed at 38 above, any deposit paid to the Unilit will be refunded unless cancellation is related to acts or omissions by yourself, your agent or contractor, or you or their employees or guests.

40. If you wish to cancel your Booking after confirmation you must call the Unilit immediately to notify it of your intention. Any notification of cancellation must be confirmed in writing to the Unilit. Cancellation will not be implemented by the Unilit until such written confirmation is received. If you cancel your Booking after confirmation the Unilit shall retain any deposit or deposits paid and a Cancellation Charge shall be applied to any outstanding balance as detailed below.

Period before event that written confirmation of cancellation received by the Unilit.	Cancellation charge as % of room hire and confirmed catering charge.
In excess of 56 days	25%
28 – 56 days	50%
14 – 27 days	75%
Less than 14 days excluding Bank Holidays	100%

Indemnity and Insurance

41. You shall indemnify the Unilit against all loss or damage, including indirect or consequential loss or damage, howsoever arising from this Booking.

42. This shall include, but not be limited to, loss or damage to the Unilit's premises, fixtures, fittings, furnishings, equipment, stock and other contents howsoever arising, including death or injury to any person.

43. If requested by the Unilit, you shall effect and maintain Events, Public Liability or other insurance to a level notified by the Unilit which will indemnify you, your agents or contractors or your or their employees or guests against any claim, costs, and expenses incurred in respect of any injury to any person or loss or damage to property howsoever arising from this Event, and you shall, if so requested by the Unilit, provide certificates as evidence of such insurance cover.

44. While the Unilit is happy to look after deliveries, garments and personal belongings of the organiser or persons attending Events at Unilit premises, we shall not be liable whether in negligence or otherwise for any loss of or damage to such items occurring on the Unilit premises and you shall indemnify us against any claims arising from such loss or damage.

45. In no circumstances shall the Unilit be liable to you, in contract or in tort, including negligence or breach of statutory duty for:

- a. any increase in your costs or expenses.
- b. Any loss of your profit, business, contracts or goodwill.
- c. Any indirect or consequential damage of any nature whatsoever.

46. Complaints and Claims – If you have a complaint prior to or during the Event, you shall notify us immediately and we will do what we can to help. If any complaint or claim arises out of the Booking or our performance of the contract you shall notify us immediately and provide written details within seven days of the Event. The Unilit shall not be liable for any complaint or claim unless notified in writing within seven days of the Event.

47. If two or more persons are named on the Event Sheet the liability of each is joint and several. This means that each person can be held fully responsible for all the responsibilities under this Contract.

48. The agreement is subject to English law.

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