



## Terms and Conditions

The following Terms and Conditions apply to all bookings made with College Court. We kindly ask that you take a moment to read them following your booking.

In these Terms and Conditions the following definitions apply:

### **1. Definitions**

**“Company” or “we”** means College Court Conference Centre which is wholly owned subsidiary company of the University of Leicester whose registered office address is: College Court Conference Centre Ltd, University of Leicester, Finance Office, Fielding Johnson Building, University Road, Leicester, LE1 7RH

**“Booking”** means the booking for accommodation, functions and/or any other services or items made with us.

**“Contract”** means the Booking and these Terms, and any other terms and conditions stated to apply to the Booking.

**“Terms”** means these terms and conditions.

**“Website”** means [www.collegecourt.co.uk](http://www.collegecourt.co.uk)

**“VAT”** means value added tax.

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

The contract is between College Court 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**

College Court 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 College Court of an unaltered Booking Contract signed by you. The Booking Contract 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 College Court. If You verbally ask us to confirm a booking, you must send College Court a signed Booking Contract. We 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 Booking Contract, unless these are changed or cancelled under the cancellation terms below. In that case you must pay the charges in accordance with the relevant term.

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

If you book more than a year ahead, College Court 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 Booking Contract, plus VAT (if this applies) at the rate applicable at the time of the event. We reserve the right to increase its charges from the figures it quotes to you when you make the booking. However, we will not increase its charges in the 12 months before the event. Following your confirmed booking, we will notify you of any changes to its charges. If the changes would increase the total amount payable for the items on the current Booking Contract 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 us in writing within 2 weeks of us 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 we have asked you to pay a deposit, or advance payment, 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 28 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 28 days, we will instruct our accounts department to chase the outstanding balance until paid.

#### **6 Payment in advance**

College Court 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 we are not reasonably satisfied at any time that you will be able to meet the charges, we may, at its sole discretion, cancel the booking unless you pay a deposit or pay part or all of the charges in advance as we may decide. The extent of the deposit, or part payment, is at the sole discretion of College Court. The same applies if we later become aware of problems with your financial situation.

#### **7 Overseas customers and guarantees**

If you are a customer from outside the UK, College Court 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 14 days of our request. You will have the right to withdraw your booking without charge within seven days of us telling you of its requirements, if they are not acceptable to you, by notifying us in writing.

#### **8 Altering your booking**

If, by written agreement with College Court, you alter your booking, we will send you a new Booking Contract to sign and return within 14 days, so that you know what you have booked and for what you are responsible. The Booking Contract will set out the accommodation, meals and other facilities which you have booked and agreed with College Court. It will include details of any extra facilities which you may have agreed with us and of any items you have cancelled but must pay for under our cancellation terms. Each new Booking Contract issued by College Court will, when signed by you, replace any previous Booking Contract.

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

If you ask for any extra accommodation, meals or other facilities, College Court 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, College Court will not charge you for the cancellation. If you cancel part of the booking, College Court 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:

#### **Cancellations / Postponements / Reduction in Delegate Numbers**

If you want to cancel or postpone a confirmed booking for your event, or to reduce the number of delegates for whom you have agreed to pay any charges on a “per head” basis, you must do so in writing. If you do not notify us in writing of any cancellation, postponement or reduction, you must for the avoidance of doubt pay all our charges for your conference package in full, even if not all services and/or facilities are used.

We will use reasonable endeavours to “re-sell” the venue and the other services for the dates in question. However, you must pay us any losses and costs we suffer because of the cancellation, postponement or reduction which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell the venue and other applicable services.

#### **Charges apply as follows:**

Over 16 weeks	No charge
Between 16 and 8 weeks	25% of total contracted charges
Between 6 and 8 weeks	50% of total contracted charges
Between 2 and 6 weeks	80% of total contracted charges

Less than 2 weeks                      90% of total contracted charges  
Less than 48 hours or no show   100% of total contracted charges

**10.3** College Court 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** College Court will show the bookings that you have cancelled on a new Booking Contract, 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, College Court will decide what it should supply and charge accordingly.

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

College Court has the right to alter or cancel any booking that it cannot keep for reasons beyond its control. If this happens, College Court will use all reasonable efforts to offer you an alternative booking. College Court 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, College Court may alter the meeting rooms, dining rooms or residential accommodation allocated to you. There will be no extra charge to you if College Court change your room allocations.

### **14 Arrival and departure times**

Bedrooms will be available from 2pm on the day you arrive, and must be vacated by 10.00am on the day you are leaving, unless you arrange otherwise in writing with College Court. 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 Booking Contract. 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 assistance dogs are allowed on our premises.

### **16 Food and drink**

College Court 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 into our premises to eat or drink here without the prior express agreement of College Court.

## **17 Behaviour on our premises**

You must make sure that you, members of your party and anyone visiting you at College Court behave in such a way that they do not cause a nuisance or unreasonable disruption to the Business, its employees, neighbours or local residents or to any other visitor to College Court. You agree that you and the members of your party will comply with these rules.

## **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 College Court 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 of College Court**

If you ask College Court to arrange for a service to be provided by any third party, College Court 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. College Court reserves the right to charge an administration fee of fifteen (15) per cent on the total invoiced value for goods and services ordered at your request by College Court. College Court will treat the third party as a person visiting you.

## **20 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. College Court shall not be liable for any damage or loss to property, valuables or money resulting from information provided by College Court or any agent or employee acting for College Court save where such loss or damage is caused by a wilful and negligent act of such person. Whilst College Court use all reasonable endeavours to ensure the safety of all persons and their property on our premises no responsibility is accepted by College Court 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.

## **21 Liability**

College Court 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 College Court, its servants or agents. College Court 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 College Court, its servants or agents.

## **22 Force Majeure**

The Company accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## **23 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 College Court in respect of this contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by College Court to you nor by any failure of or delay by College Court in ascertaining or exercising any such rights or remedies. Any release, waiver or compromise or any other arrangement of any kind (a release) by College Court 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 College Court and you and shall not in any way create a lease our premises. 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.

### Signed

Organiser:

Print:

Date:

College Court:

Print:

Date:

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