



# DOWNING COLLEGE CAMBRIDGE CONFERENCES & FUNCTIONS

## **GENERAL CONDITIONS OF BOOKING (CONFERENCES, MEETINGS, FUNCTIONS AND GROUP BED & BREAKFAST)**

Downing College (the "College") accepts bookings for conferences, meetings, functions and group bed & breakfast and provides conference accommodation, catering, and facilities (the "Facilities"), details of which are set out in the attached booking form.

### **1 FORMATION OF CONTRACT**

1.1 The contract between you and the College (the "Contract") is constituted by the College's acceptance of your booking form and no contractual obligation binding on the College shall arise until written confirmation by the College of your booking.

1.2 Every Contract for the provision of Facilities by the College shall be deemed to incorporate and include these terms (together with the additional terms annexed hereto ("Additional Terms")), which shall apply to the exclusion of all other terms and conditions, whether stipulated by you, included in your terms of business or implied by law, trade custom or course of dealing. No variation shall be of any effect unless agreed to in writing by a duly authorised representative of the College.

### **2. LIABILITY**

2.1 Neither party excludes or limits its liability for death or personal injury caused by its negligence, or for fraud or wilful default or otherwise insofar as any exclusion or limitation of its liability is prohibited or unenforceable by law. All other provisions of the Contract are subject to this Paragraph 2.1.

2.2 The College's total liability arising out of or in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, shall be limited to the price charged for the Facilities.

2.3 The College shall not be liable to you for loss of profit, loss of business or opportunity, loss under current or future contracts, loss or depletion of goodwill or for any indirect or consequential loss or damages, costs, expenses or other claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the Contract even if the College has been informed of the likelihood of any of the aforesaid arising.

2.4 You shall indemnify the College against all losses, costs, claims, demands and expenses arising out of any claim or cause or action in connection with: -

2.4.1 Any theft or loss of or damage to any property of the College or of any third party (including but not limited to, the property of delegates, visitors, guests, licensees, and third parties invited to use the Facilities by you) that occurs in connection with your use of the Facilities.

2.4.2 Any personal injury or death of any person which is occasioned whether directly or indirectly by any act or omission (whether negligent or not) on your part or on the part of any of your agents, employees, or delegates.

2.4.3 Any breach by you or any person under your control of any of your obligations under the Contract.

2.5 YOU ARE ADVISED TO TAKE OUT INSURANCE ON BEHALF OF YOURSELF IN RESPECT OF ANY LOSS, WHICH YOU MIGHT INCUR, WHICH IS EXCLUDED BY THESE TERMS. As part of its commitment to good working practice, in the College requires to see copies of your current Public Liability Insurance and your Employees' Liability Insurance documentation. If these are not acceptable to the College it reserves the right without liability to you to cancel your booking. In such event cancellation charges under Section C of the Additional Terms shall apply. The College also strongly recommends that if (with the College's permission pursuant to Paragraph 6.3 below) you sub-contract any of your services (i.e. band/disco etc) that you obtain these documents for yourselves. Downing College may claim against these insurances should the need arise. Failure to have these insurances will result in possible personal claims against the individuals.

2.6 It is a condition of hire that any Electrical equipment is PAT (Portable Appliance Tested) before being brought onto the premises.

2.7 You shall ensure that all delegates and other persons under your control comply with all Health and Safety and other rules, regulations and procedures of the College brought to your attention.

### **3 VARIATIONS**

3.1 The College reserves the right, upon giving notice to you, to make reasonable alterations to the Facilities (including, without limitation, altering accommodation or catering arrangements or conference rooms) providing always that any such alterations shall not result in the provision of Facilities by the College being substantially different to that reasonably expected by you. However, the College shall be in no way liable to you in respect of any such reasonable alterations to the Facilities and such alterations shall not entitle you to terminate the Contract or to claim any damages or compensation from the College.

3.2 The College reserves the right without notice and forthwith to exclude from further attendance at any event and to exclude from the College premises any delegate whose behaviour is in the reasonable opinion of the College such as to cause a nuisance or annoyance to others on the College premises. No refund will be made in respect of a delegate so excluded and no substitute delegate will be permitted. Such exclusion may incur a cancellation charge under Section C of the Additional Terms.

### **4 FORCE MAJEURE**

4.1 In the event of the College being unable to provide the Facilities to you in accordance with the Contract (and being unable to provide reasonable alternative Facilities under Paragraph 3.2) due to circumstances or events beyond the College's reasonable control the College shall be entitled to cancel the Contract and shall refund to you any monies paid by you to the College under the Contract but the College shall not be liable to compensate you further or otherwise for such cancellation.

### **5 TERMINATION**

5.1 Without prejudice to any other rights or remedies it may have, the College shall be entitled to terminate the Contract forthwith on written notice if any sum due to the College (including interest accrued under Section E of the Additional Terms) remains unpaid in full after its due date or if in the College's reasonable opinion you are unable to or may be unable to pay any sum due to the College on its due date.

5.2 Upon termination in accordance with Paragraph 5.1 you shall be deemed to have cancelled the Contract and the College shall be entitled to invoice you for the cancellation charges in accordance with the cancellation charges detailed in Section C the Additional Terms.

### **6 MISCELLANEOUS**

6.1 If the whole or any part of any provision of the Contract is found by a court to be invalid or unenforceable then such provision or part of that provision shall be severed from the body of the Contract which shall continue to be valid and enforceable to the fullest extent permitted by the law.

6.2 Any failure or neglect by the College to enforce at any time any provision of the Contract shall not be construed as nor deemed to be a waiver of any of the College's rights under the Contract.

6.3 The Contract is personal to you and you may not assign or delegate the whole or any part of the benefit or burden of the Contract without the prior written consent of the College. If, with the College's consent, you appoint a subcontractor, you shall remain primarily liable to the College for any breach of the Contract by such subcontractor. The College shall be entitled to sub-contract any or all of its obligations under the Contract and to assign the Contract.

6.4 The Contract is not intended to confer a benefit on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise and no third party shall have any right to enforce any of the provisions of the Contract.

6.5 The headings in these terms are for convenience only and shall not affect interpretation.

### **7 GOVERNING LAW & DISPUTES**

7.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract within 30 days by negotiations between senior officers of the parties who have the authority to settle that dispute or claim. If the matter is not so resolved within such 30 day period, either party may at its option submit the matter for resolution through a procedure such as mediation, conciliation or executive tribunal or other dispute resolution technique recommended to them by the Centre for Dispute Resolution in England or by such bodies as may replace it ("ADR Procedure").

7.2 If a party elects to submit to the ADR Procedure, the other party shall be obliged to submit to the ADR Procedure and both parties shall attempt in good faith to resolve the matter through the ADR Procedure. In such circumstances, neither party may resort to the jurisdiction of the courts under Paragraph 7.3 until the dispute or claim has been resolved

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pursuant to the ADR Procedure or until the person or tribunal in charge of the ADR Procedure notifies both parties in writing that in his, her or its opinion the matter is not capable of resolution through the ADR Procedure or is unlikely to be so resolved.

7.3 The Contract shall be governed by and construed in all respects in accordance with the laws of England and, subject to Paragraphs 7.1 and 7.2 the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute or claim arising out of or relating to the Contract provided that the College may apply for an injunction or other interim relief and enforce a judgement awarded it by the English courts in any court of competent jurisdiction.

### **ADDITIONAL TERMS FOR BUSINESS CONFERENCES, MEETINGS, FUNCTIONS & GROUP BED AND BREAKFAST**

**A. BOOKING**

A provisional booking will not guarantee a reservation. To guarantee a reservation, please return the enclosed booking form. The College will acknowledge the booking on receipt of the form.

**B. DEPOSIT**

At any time prior to the event, we are entitled to require and you agree to pay a deposit, a minimum of 25% of the total contracted value, but in such amount as we consider (in our reasonable opinion) is required in order to secure the satisfaction of your obligations pursuant to the Contract. Any deposits paid are non-refundable (except in the event of a Force Majeure Event or where Downing College cancels the Event without cause) regardless of when cancellation takes place because the deposit is required to be paid to secure and reserve the space for the event whereas cancellations do not always allow Downing College the opportunity to re-book venues. Subject to the foregoing, the amount of your non-refunded deposits will be offset against any applicable cancellation charges that you incur.

**C. CANCELLATION CHARGES**

In the unfortunate circumstances that you have to cancel, partially cancel or postpone your confirmed booking, or reduce the number of meeting/syndicate rooms required, at any time prior to the event, details should be advised to Downing College in writing. The level of charge to be applied will depend on the amount of written notice given and calculated as follows:

Applicable Cancellation Notice Period	Maximum number of Attendees	
	80 or less	81 or more
365-181 days	10%	25%
180 - 90 days	50%	50%
89 - 31 days	75%	100%
Less than 30 days	100%	100%

**D. MINIMUM NUMBERS**

The Event Contract specifies the minimum number of delegates/guests Downing College accepts for the event. The chargeable amount will be calculated according to the highest of either the minimum number or the final number of guests attending the event.

**E. VARIATION TO THE BOOKING**

Any fluctuation in numbers should be notified in writing as soon as possible. Any increase in charges will be reflected in the final invoice. Final numbers should be notified in writing not less than 10 days prior to the start of the Conference Office.

**F. PRICE & PAYMENT TERMS**

It is the responsibility of the Conference organiser to ensure that they have the current price list. In addition to the Price, you will pay for any other items for which it is reasonable for the College to charge (including but without limitation any damage to the College or to third party property caused by delegates). You must pay invoices issued by the College within 30 days of invoice date and the College reserves the right to charge interest (both before and after any judgement) on overdue payments from you at the rate of 4% (calculated annually but accruing on a daily basis) above Barclays Bank plc's base rate from time to time.

All sums payable under the Contract are exclusive of Value Added Tax, which shall be paid in addition (if lawfully chargeable). A single account will be sent to the Conference Organiser.

**G. AVAILABILITY OF BEDROOMS**

Rooms will not be available until 2.00pm on day of arrival, and must be vacated by 10am on day of departure. A luggage room is available upon request. Any damage or faults with rooms must be reported to the Porters Lodge immediately. Lost keys will be charged at £50 plus vat at the prevailing rate and any other items taken from the bedrooms will be charged to the Conference Account at the cost price of the items.

**H. COLLEGE LIFE**

The College is a centre of education where Students, Fellows and Staff work throughout the year. It is also surrounded by other institutions, businesses and residents. Conference organisers should therefore ensure that their event keeps disturbance to a minimum; organisers are requested to remind their delegates that only Fellows of the College are permitted to walk on the main court lawns.

**I. CAR PARKING FACILITIES**

Car parking is available by prior arrangement and vehicles and their contents are left at the owners' risk.

**J. CATERING**

Please note that the venue does not permit food of any nature (with the exception of Wedding Cakes) to be provided by any other party. Where possible the College will assist in the storage of equipment. The College is not responsible for food or items e.g. cake, presents, etc. brought onto the premises or storage items of same. Any buffet food will be removed 1.5 hours after serving as per health and safety regulations. With as much notice as possible, the College reserves the right to withdraw any menu item or beverage and offer an alternative choice. Cooking in the any of the kitchens located in the accommodation staircases is strictly prohibited.

**K. SMOKING & E-CIGARETTES**

Downing College is a smoke-free environment and it is against the law to smoke or vape on its premises or in any of its buildings (including the bedrooms and associated public areas within the accommodation buildings). The College provides designated smoking areas which are indicated on the Domas Map. Any infringement of this law will result in the College imposing a fine of £250.00 to the individual concerned to compensate the College for the need to deep clean the fabric and furnishings of the area concerned. This charge will be invoiced and paid for as provided in Section E above.

**L. DAMAGE**

You are responsible for all allocated rooms during the period of the event. Any damage to the rooms or their contents incurred as a result of your guests' or representatives'; acts, omissions or default will result in a charge to remedy such damage. We reserve the right to escort any guest from the premises that, in the opinion of the management, are causing excessive disruption or damage.

**M. COUNTER-TERRORISM AND SECURITY ACT 2015 AND THE RELATED PREVENT DUTY**

The College is required, along with other institutions of higher education, to comply with legal duties set out in the guidance issued by government. The College reserves the right to seek additional information before confirming a booking;

- a) The external event organiser (i.e. the named person making the booking) agrees as a condition of submitting the room booking request to notify the College if any of the details submitted change;
- b) The College reserves the right to review its decision on allowing an event to proceed if any of the information provided changes;
- c) The deliberate provision of false or incomplete information by the event organiser may invalidate the booking;
- d) Activities likely to be considered inappropriate to be conducted on College premises include:
  - i) internal or external speakers giving talks which directly or indirectly promote violence towards members of the College or the general public, or which may advance the radicalisation of College members (as it is defined in the Colleges' statement on freedom of speech);

- ii) internal or external speakers whose presence or activity, in the view of the College, carries a reasonable likelihood of risk to the health or safety of its members or of the general public;
- iii) physical activities where there has not been due regard for the safety of participants and onlookers;
- iv) activities where the College has been advised by the police that they represent a high risk at the specified time or location proposed.

**N. INFECTIOUS DISEASES CLAUSE**

Both parties acknowledge their obligation to comply with any official guidance from UK Government in relation to any pandemic or infectious disease affecting some or all of the UK. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. You [organiser] acknowledge that such pandemic or infectious disease may require us to take one or more of the following measures for the safety of our staff and the safety of delegates attending the event to which this booking relates:

- (i) impose maximum delegate numbers at the event;
- (ii) limit food or drink availability;
- (iii) impose specific requirements regarding personal protective equipment such as the wearing of masks;
- (iv) restrict the numbers of overnight stays if applicable; and/or
- (v) limit any planned entertainment for your event;
- (vi) designate alternative entrance and exit routes.

In some circumstances to reflect such changes we may be able to revise your booking fee but this cannot be guaranteed.

- (i) If we are obliged due to specific Government restrictions, to close our venue, we may offer you an alternative date for the event but if that cannot be agreed the booking will be deemed cancelled and your deposit will be returned in full with no further payment required.
- (ii) If you are unable to provide the agreed delegate numbers because of infections or travel restrictions, then we will offer you either a proportionate reduced fee for the event or agree to cancel the booking and return your deposit and any additional sums already paid in accordance with mia guidelines. If delegate numbers decrease below 70% of the contracted number (notified by the organiser in writing a minimum of 15 working days prior to event), we reserve the right to cancel the event.