

PETERHOUSE

GENERAL TERMS AND CONDITIONS APPLYING TO CONFERENCE BOOKINGS

1. Contract

If the College accepts in writing the Client's written request, as contained in the Booking Request Form provided by the College, for conference facilities ("the Facilities") for a conference ("the Conference") the Client will be bound to accept the Facilities subject to these terms and conditions ("the Booking").

2. Booking

A Client may make a provisional booking with the College by telephone, but the Client must confirm the provisional booking in writing by completing and returning the Booking Request Form to the College within one month. If, during that month, an alternative enquiry is made for the same period, the Client will be given 48 hours in which to confirm the provisional booking. The College will then confirm its acceptance of the provisional booking or otherwise in writing to the Client.

3. Update of Booking Details

The Client must promptly provide the College in writing with all information requested by the College relating to the Booking and must promptly notify the College in writing of any change in requirements of the Booking. The Client must submit a full programme/itinerary detailing all requirements to the College 10 working days prior to the start of the Conference.

The Client must provide in writing final delegate numbers to the College 10 working days prior to the start of the Conference, together with a complete alphabetical list of delegates, stating any special needs and/or dietary requirements. The final invoice will be based on the numbers submitted by the Client at this stage, or on actual numbers attending the Conference, whichever is the greater figure.

4. Price and Payment

4.1 The College will provide the Facilities to the Client at the College's prices, as varied from time to time, current at the time of the Conference. It is the Client's responsibility to ensure that it has the most current price list.

4.2 Unless expressly stated otherwise, all prices exclude VAT and the Client must pay VAT in addition to all other applicable fees. IF THE CLIENT IS EXEMPT FROM PAYMENT OF VAT THEN IT MUST SUBMIT A LETTER CONFIRMING THE EXEMPTION AS SOON AS POSSIBLE BUT NO LATER THAN 10 DAYS PRIOR TO THE START OF THE CONFERENCE.

- 4.3 The College will invoice the Client as follows:
- a) Upon the College accepting the Client's booking, a deposit of 10% of the total price for the provision of the services and supplies by the College under the Booking ("the Total Price") plus VAT will be payable by the Client.
 - b) After the Conference the College will promptly invoice the Client for the balance of the Total Price due.
- 4.4 The Client must pay the College's invoice within 28 days of the date of the invoice.
- 4.5 If the Client fails to pay on time, the College reserves the right to charge interest (accruing monthly, both before and after any judgement obtained against the Client) at a rate of 4% above Barclays Bank Plc base rate from time to time.
- 4.6 The College regrets that it cannot provide individual bills for delegates of the Conference.

5. Cancellation/Variation by the Client

- 5.1 All cancellations by the Client must be made in writing to the College.
- 5.2 The Client shall not amend, modify or vary the Booking without the prior written consent of the College.
- 5.3 Where the Client cancels the Booking then the Client shall pay a cancellation charge within 28 days of cancellation equal to the following percentage of the Total Price plus loss of deposit:

Notice of Cancellation	% Charge
(Number of full months prior to commencement of Conference)	
6 - 12 months	15%
3 - 6 months	25%
0 - 3 months	50%

- 5.4 Where the Client reduces original delegate numbers by more than 10% pursuant to paragraph 5.2, then the Client shall pay a variation charge (in addition to the Total Price) within 28 days of invoice date, equal to the above percentage of the Total Price.

6. Variation by the College

- 6.1 The College reserves the right; with or without notice to the Client, to make any reasonable alterations to the Facilities (including altering accommodation, catering arrangements or conference rooms).
- 6.2 The College will use its reasonable endeavours to provide alternative facilities which meet the requirements of the Client and are (by reference to the College's then current price list) of at least equivalent value to those substituted.

6.3 If the alternative facilities provided by the College are (by reference to its then current price list) of lower value, then the College will make an appropriate reduction in the price charged. However, the College will not otherwise be liable to the Client in respect of such variation by the College nor will the Client be entitled to cancel the Booking.

7. Exclusion of Delegates by the College

The College reserves the right at any time to exclude from attendance at the Conference and from the College premises any delegate whose behaviour is, in the reasonable opinion of the College, an unacceptable nuisance or annoyance to other delegates of the Conference or to others on the College premises. No substitute delegate will be permitted, nor will there be any refund or reduction in the Total Price.

8. Force Majeure

The College will not be liable to the Client, nor deemed in breach of the Booking, if as a result of circumstances beyond the College's reasonable control the College is unable to provide the Facilities to the Client pursuant to the Booking.

9. Liability

9.1 The College does not exclude or limit its liability for death or personal injury arising from the negligence of the College, or otherwise insofar as exclusion or limitation of the College's liability is prohibited, void or unenforceable by law.

9.2 The College accepts no responsibility for any loss of or damage to the property of the Client or the delegates of the Conference. The Client must inform delegates and advise them to secure their property (including obtaining appropriate insurance).

9.3 Subject only to paragraph 9.1, but notwithstanding anything else in these terms and conditions, in no circumstances will the College be liable, in contract in tort or otherwise, whether express or implied, for any indirect, incidental or consequential loss suffered by the Client, including loss of profit, goodwill or any other financial loss, or any damage to the Client's or any delegate's property on College premises.

9.4 The Client shall indemnify the College in respect of all actions, claims, demands, cost, charges or expenses arising from damage to or destruction of College property, personal injury or death caused by the Client or any delegate of the Conference.

10. Termination

10.1 Without prejudice to any other rights or remedies which the College may have, the College may immediately terminate the Booking by written notice to the Client if:

a) the Client fails to provide the College with all information requested by the College (as referred to in paragraph 3 above) at least 10 working days prior to commencement of the Conference; or

- b) the Client otherwise breaches any term or condition of the Booking and fails to remedy the breach within 28 days of a written notice from the College requiring the breach to be remedied; or
 - c) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Client or the Client becomes insolvent or makes any arrangement with its creditors or becomes subject to an administration order or the Client goes into liquidation; or
 - d) anything happens which, in the College's reasonable opinion, may result in the Client being unable to pay any sums becoming due to the College.
- 10.2 If the College terminates the Booking pursuant to this paragraph 10, the Client will be deemed to have cancelled the Booking and paragraph 5 above will apply (and the Client will pay cancellation charges as set out above).

11. General

- 11.1 The Booking is personal to the Client and the Client must not assign it.
- 11.2 These terms and conditions apply to every provision of the Booking and all terms and conditions (express or implied) not expressly agreed to in writing by the College are excluded.
- 11.3 No failure or delay by the College in enforcing any of its rights will operate as a waiver thereof preventing later reliance thereon.
- 11.4 The Client shall not affix anything to, attach or otherwise decorate any part or the whole of the Facilities without prior approval of the College.
- 11.5 The College is obliged to comply with certain licensing and statutory regulations and the Client shall ensure compliance with such obligations.
- 11.6 The Client and the delegates of the Conference must follow all instructions provided by the College with respect to health and safety regulations.
- 11.7 The Client and the delegates of the Conference shall treat the Facilities and the College premises with care and respect the privacy of its residents and shall not interfere with or gain access to or attempt to gain access to those parts of the College premises for which public use or access are indicated by the College to be unauthorised.
- 11.8 The Booking is to be governed and construed in all respects according to English law and the College and the Client hereby submit to the exclusive jurisdiction of the English courts.

