

TERMS and CONDITIONS

1. Definitions

'The College'	refers to Queen Mary and Westfield College
'The Premises'	refers to all premises owned or occupied by the College
'The Client'	refers to the persons, business or company making the booking
'The Management'	refers to authorised representatives within Commercial Services
'The hire period'	refers to the dates the event starts and ends
'Shortfall'	refers to an amount, which is lower than expected or required

2. Application for Hire

2.1. All applications for hire must be made via the Sales Executives in Commercial Services. All applications are considered provisional until confirmed in writing and the appropriate deposit paid.

3. Deposits and Payments

3.1. The Client agrees to be responsible for the payment of the appropriate charges in accordance with the schedule below:

- 3.1.1. Time of booking:
A 10% deposit based on confirmed facilities booked
 - 3.1.2. 6 weeks prior to the start of the event:
An 80% deposit based on confirmed facilities booked and subject to shortfall charges
 - 3.1.3. 30 days after end of the event:
Payment of the final 10%, charge for additional services and facilities, any final shortfall charges
- 3.2. Invoices will be raised by Commercial Services for the deposits as detailed above. The College reserves the right to cancel any booking if the payments above have not been made at the appropriate time. The College will retain all or part of the deposit and other amounts paid as a contribution towards any losses or costs the College suffers as a result of a cancellation.

4. Cancellation Charges

- 4.1. The College will retain or charge the owing amounts to cover the College's reasonable costs and losses where the Client cancels their event as follows:
- 4.1.1. From the time of booking to 6 months prior to start of the event:
Part or all of the deposit
 - 4.1.2. From 6 months to 3 months prior to start of the event:
50% of the total event value

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4.1.3. From 3 months to 6 weeks prior to the start of the event:
75% of the total event value

4.1.4. Less than 6 weeks of the start of the event:
100% of the total event value

4.2. Any cancellation charges will be invoiced to the Client and must be paid within 30 days. Clients are strongly advised to arrange cancellation insurance.

5. Final Delegate Numbers and Names

5.1. Final delegate numbers for non-residential events and final delegate names and numbers for residential events must be confirmed in writing no later than 7 days prior to the start of the event/hire period. The Sales Executives will issue relevant forms to complete 6 weeks in advance of the event. The catering (both food and drink items) will be delivered as per final confirmed numbers.

6. Shortfall Charges

6.1. A 5% numbers shortfall is permitted with no charge applied. For shortfall numbers above the 5% the following shortfall charges apply:

6.1.1. From 6 months to 3 months prior to the start of the event:
50% of the shortfall amount

6.1.2. From 3 months to 6 weeks prior to the start of the event:
75% of the shortfall amount

6.1.3. Less than 6 weeks prior to the start of the event:
100% of the shortfall amount

6.2. Shortfall charges applicable will be invoiced to the Client and must be paid within 30 days.

7. Catering Provision

7.1. The sole rights to provide and sell food and beverages are reserved to the College.

7.2. The catering (both food and drink items) will be delivered as per final confirmed numbers.

8. Residential Accommodation

8.1. The bedrooms are available from 14:00 (check-in), and must be vacated by 10:00 (check-out).

9. Residential Accommodation for Groups

9.1. All groups should have an appointed group leader. For groups under 16, supervision should be provided at a ratio of not less than 1 supervisor per 15 children.

9.2. Group leaders are responsible for ensuring each member of the group is familiar with, and understands College health & safety procedures, including fire safety.

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10. Indemnity and Damages

- 10.1. The Client is responsible for any damage done to the facility under hire or any of the furniture, fixtures, fittings and equipment, whether by the Client or their guests.
- 10.2. The Client is responsible for, and indemnifies the College against all claims, losses, damages, actions, proceedings and costs in respect of accident, loss or damage, including personal injuries, however caused, in any part of the building or on campus, and for any items brought into the building by the Client or their guests.

11. Right of Entry

- 11.1. The College reserves the right to enter the Premises at all times by the Management. The College reserves the right to refuse admission to or evict any person from the Premises.

12. Sub-letting

- 12.1. It is not permitted to use the Premises for any purposes other than that stated in the application.

13. Closing of the Venue

- 13.1. If the Premises become unavailable or unsuitable due to circumstances outside College control, the booking will be cancelled, and the College will notify the Client as soon as possible.
- 13.2. Any money paid on account of hire charges will be refunded, but the College will not be liable for any other expenditure incurred, or loss sustained, directly or indirectly by the Client.

14. Restrictions

- 14.1. Smoking is not permitted in any part of the Premises, including outdoor areas.
- 14.2. No items, including temporary items, may be fixed to any walls without consent of the Management.
- 14.3. No audio/video recordings may be made without a written permission of the College.
- 14.4. No drugs (except for medical purposes) are permitted on the Premises.
- 14.5. No pyrotechnics and no smoke machines may be used unless approved by the College Fire Officer.
- 14.6. The Premises must not be used for any illegal or immoral purpose.

15. Rights of Third Parties

- 15.1. It is not intended that any person other than the College or the Client will be entitled to enforce any provisions of this agreement and no third party will be entitled to enforce any of the provisions of this agreement under the Contracts (Rights of Third Parties) Act 1999.

16. Complaints

- 16.1. Any complaints must be made in writing to Commercial Services within 7 days of the event in order for constructive action to be taken.