

The following Terms and Conditions will apply to all arrangements made for letting University accommodation and facilities. These Terms and Conditions form part of the contract between the University and the client.

1. BOOKING

A. The client may only make a booking by signing, dating and returning to the University the duplicate copy of the Contract. A booking will not have been made if the client amends or otherwise seeks to vary the terms of the Contract without the prior written consent of the University.

B. A booking made by the client in accordance with these Terms and Conditions will be binding on the University only when the correct deposit has been received in cleared funds by the University. The deposit is non-refundable in any circumstances whatsoever save as provided in conditions 2:B, 5:B and 5:C below.

C. The following deposits apply -

Residential Events £10.00 (inclusive of VAT if applicable) per person (or such amount as agreed by the University and the client).

Non-Residential Events ... £3.00 (inclusive of VAT if applicable) per person.

D. At the time of booking the University requires an estimate of the numbers of persons attending ("Delegates") with any significant change in that number being notified to the University when such change becomes apparent to the client.

E. An outline of requirements for catering, meeting rooms and facilities should be advised at the time of booking. The University will not permit the use of outside caterers except in special circumstances and with the University's prior written consent.

F. A copy of the programme and delegates' briefing material should be forwarded to the University at the client's earliest convenience.

G. If liquor is required, either the University supplies the liquor or, if the client making the booking wishes to supply liquor, then the University reserves the right to charge a "corkage" fee. The provision of alcohol for sale or consumption within the University Premises must at all times be conducted in accordance with the appropriate sections of the Licensing (Scotland) Acts as amended or replaced from time to time by and under the control of a person holding a current licence to sell liquor on licensed premises within Scotland. It will not be permitted, except with the prior written consent of the University, for functions to be conducted under the sections of the Licensing Act (Scotland) 1976 etc as amended or replaced from time to time, permitting voluntary organisations to sell liquor on special occasions without the intervention of an approved licensee. The "corkage" fee shall be determined by the licensee or his nominee and shall be in respect of use of glassware and/or staff and loss of income which might otherwise be reasonably expected.

H. In the case of residential events an alphabetical name list of all Delegates residing in or using University accommodation must be forwarded to the University at least two weeks prior to the event.

I. Final numbers of Delegates are required to be submitted by the client to the University at least two weeks prior to the event and the charges payable by the client to the University will be based upon this number or the actual number attending, whichever is the greater.

2. CHARGES

A. Charges shall be as stated in the enclosed documents or, in the case of separately negotiated rates, these will be confirmed by the University in writing.

B. The University reserves the right to alter the charges which have been offered to the client at any time not later than six months prior to the commencement date of the event but will not do so at such time without prior consultation with the client. If the University does alter the charges the client shall be entitled within 28 days of receipt of such notification to give written cancellation of the booking and any deposit paid by the client will be refunded in this case.

C. Notwithstanding the provisions of condition 2:B above, the imposition of, or variation in any rate of, Value Added Tax or any other applicable taxes from time to time shall not entitle the client to cancel the booking.

D. Accounts are payable within 28 days of the relevant invoice date. Interest will accrue at a rate equal to 3 per cent above the base rate for the time being and from time to time the Bank of Scotland on all amounts unpaid from time to time from the due date of payment to the date of actual payment (whether after or before judgement).

E. All sums payable by the client to the University hereunder shall be payable without any deduction by way of compensation or set-off.

F. Keys not returned at the conclusion of an event will be charged to the client at the rate of £30.00 plus VAT per key.

3. CONDUCT

A. The client is responsible for ensuring that all Delegates conduct themselves in an orderly manner and comply with any written notices or rules and regulations displayed within the University's premises or property and with all reasonable instructions issued by the University or any of its employees. In particular, the client shall ensure that:

- The attention of all persons resident in, or using the University accommodation is drawn to the Fire and Safety Regulations. Please read the regulations and make sure that you understand them.
- As a fire precaution the maximum number to be accommodated in each room is specified by the University and must not be exceeded.

B. The University reserves the right to charge the client in full in the final account for any damage or destruction of University of property and for any unusual cleaning bills caused by or resulting from the activities of Delegates.

4. LIABILITY

A. No liability or responsibility is accepted by the University for the safety of or damage to or loss of the personal property of Delegates or other visitors of for damage to or loss from their vehicles except to the extent that such liability may result from the University's or its staff's negligence.

B. The University retains public liability insurance which only applies where the University or its staff are held to be negligent. The client is therefore strongly advised to carry its own insurance in respect of accidents or other matters of injury, loss or damage which may arise in connection with the event if an accident occurs and the client is held to be responsible.

C. The University shall use reasonable care and skill in the performance of the Contract.

D. Save insofar as such liability may not be lawfully excluded, the University shall have no liability or obligations under the Contract or otherwise in contract or in delict or in quasi-delict arising out of or connected with the performance of the Contract (including, but not limited to, loss, damage or delay of any nature whatsoever or howsoever caused whether direct or indirect or consequential and whether or not caused by the negligence of the University, its employees, agents or sub-contractors) save as expressly provided in the Contract and, save as aforesaid, all warranties, terms, obligations or duties, express or implied by statute, common law or otherwise in relation to the Contract or any term or terms thereof or its or their performance are hereby excluded.

E. The total liability of the University under the Contract or otherwise (whether or not caused by the negligence of the University, its employees, agents or sub-contractors) arising out of or in connection with the performance or purported performance of or failure in the performance of the Contract shall not exceed the total charges (excluding VAT) payable by the client to the University in terms of the Contract or £10,000 whichever is lower. The University expressly excludes liability for indirect or consequential loss or damage for loss of profit or goodwill which may arise out of or in connection with the performance or purported performance of or failure in the performance of the Contract.

F. Guests wishing to bring their own items of electrical equipment onto campus should ensure that each item has been tested by a qualified electrician prior to arrival on campus.

5. CANCELLATION

A. Cancellation of a booking by the client must be notified in writing to the University and the client will be liable to pay compensation to the University (which the client acknowledges represents a genuine pre-estimate of the loss likely to be suffered by the University) in respect of such cancellation (less the deposit paid and an amount equal to the extent to which the University considers in its absolute discretion it has been able to mitigate its loss) as follows –

Period between receipt by the University of the Cancellation notice and the event date

Compensation payable by customer

- | | |
|--------------------|-------------------------------|
| • 4-6 months | 25% of total contract charges |
| • 2-4 months | 50% of total contract charges |
| • 2 months or less | 65% of total contract charges |

Any such compensation shall be payable by the client to the University within 28 days after the date of the University's invoice.

For Further Details on Residential and Non-Residential Events please contact our Commercial Operations Team:

Tel: +44 (0)1786 467140/1
Fax: +44 (0)1786 467143
E-mail: conferences@stir.ac.uk
Web: www.conferences.stir.ac.uk

Acceptance of accommodation at the University of Stirling will imply acceptance of the above written terms and conditions.

B. The University reserves the right in its absolute discretion and without giving reasons to refuse or cancel any booking at any time prior to the event commencement date. The University's only liability to the client in respect of such refusal or cancellation shall be to refund the deposit in full.

C. The University reserves the right to cancel any arrangements for the use of its premises at any time where such cancellation arises directly or indirectly from any event or circumstance beyond its reasonable control including without limitation fire, flood, earthquake, elements of nature or Acts of God, acts of war, terrorism, riots, malicious damage, civil disorders, rebellions or revolutions, strikes or lockouts, court orders, police orders or third party failure or non-performance and accepts no liability for any inconvenience or loss cause in consequence of such cancellation. Any deposit paid by the client to the University will be returned in this case.

6. GENERAL

A. The rights and remedies of the University expressed in these Terms and Conditions shall be in addition and without prejudice to any other rights or remedies which may be available to the University at common law or under statute.

B. All bookings accepted by the University subject to these Terms and Conditions and the Contract which supersede all prior representations by the University or any of its employees and override any other terms and conditions stipulated or incorporated or referred to by the client, whether in a booking form or in any negotiations, and the Contract and these Terms and Conditions are the only terms and conditions upon which the University agrees to perform the Contract, unless otherwise expressly agreed in writing by the University.

C. No modification or alteration of the Contract shall be enforceable, save as otherwise provided in these Terms and Conditions, unless agreed in writing by the University and the client. The client's attention is drawn to the fact that only the Commercial Manager (or her nominee) of the University have authority to sign contractual documentation on behalf of the University.

D. No waiver or delay on the part of the University to exercise any right or remedy available to it, in terms of the Contract or otherwise shall operate as a waiver of that or any other right or remedy nor shall any partial exercise preclude any other further exercise of that or any other right or remedy.

E. The contract is personal to the client who shall not be entitled to assign or transfer in whole or part the benefit and/or the burden thereof without the University's prior written consent.

F. All notices to be given by either party to the other under the Contract shall be validly served only in writing and delivered personally or sent by first class prepaid post or facsimile to the respective addresses (or facsimile number) in the United Kingdom as the relevant party has notified for such purpose or, if the client is a company, to its registered office from time to time, and in the case of posting shall be deemed to have been properly served on the second day after the date of posting and in the case of facsimile shall be deemed to have been properly served on receipt of a successful transmission report.

G. The Contract and these Terms and Conditions shall be governed by and construed in all respects in accordance with the law of Scotland and the University and the client hereby prorogate the non-exclusive jurisdiction of the Scottish courts.

H. In compliance with the Smoking, Health & Social Care (Scotland) Act 2005, the University of Stirling operates a strict No Smoking policy. Smoking is therefore prohibited throughout all University buildings, including bedrooms of University residential accommodation.

I. Candles and similar burning or smouldering material, lit or unlit, are forbidden in all University Accommodation.