

## 1. Contract

The requirements of your conference or event, as documented in the Conference Schedule, Event Schedule (from here on in referred to as "the Schedule") in conjunction with these terms and conditions, creates a contract between you and the University. "You" are the organisation, body, company or individual responsible for commissioning and making payment for the activity and the "University" is the University of Aberdeen or its representative.

In entering into this contract you, or the organisation you represent, and not any other third party person or organisation you make arrangements for, or on behalf of, are accepting responsibility to pay all charges relating to the contract. You cannot, without prior agreement from the University, transfer your obligations under this contract to any other person or organisation.

This contract is subject to the Law of Scotland, and any disputes arising from it shall be subject to the exclusive jurisdiction of the Scottish Courts.

## 2. Payment

You must pay all charges due (including VAT where applicable) in British pounds by cash; cheque; banker's draft; or accepted credit or debit card, within the stated invoice terms. Any questions or queries regarding charges will not affect your obligation to pay by the due date. The University reserves the right to charge interest on all outstanding amounts for each month or part thereof, at the Bank of England base rate.

### 2.1 Charges

Charges may apply for the provision of additional services such as but not limited to; - service personnel, AV equipment, technicians, room set up<sup>1</sup>, room servicing/cleaning<sup>1</sup>, room dressing<sup>1</sup>, security, environmental charge for waste disposal, damages, repairs and /or renewals.

## 3. Bookings

AUSA & affiliated Societies will be allocated a total of 28hrs each week during term time, to be used across all Corporate Venues and not on a per Corporate Venue basis.

Booking of a Corporate Venue typically may be made up to 5 weeks in advance and no less than 3 days before the proposed event date in blocks of either 4 or 8 hours; 0900-1300, 1300-1700. For bookings from/after 1700, the start time may be from any hour, on the hour, for a minimum period of 4 hours and up to 6 hours. The event/activity must be concluded by 2200hrs. Unused hours may not be 'carried over' to the following week

The exceptions being those events deemed as being seen as a key institutional event or viewed on a national platform or is seen as a social or celebratory activity, where food &/or bar services are provided. These types of activities may be booked some months in advance.

1. *Additional charges will apply for Room Set-up or clear down and cleaning services if they are required to be undertaken out with core hours of operation, Monday-Friday 0800-1600hrs.*

If you are making your booking more than 12 months in advance, the prices quoted will be current prices, and as such they may increase. You will be informed in writing of such increases. The University will not increase charges in the 12 months prior to your event.

Repeat or block booking of specific dates is not available. This is to ensure there is no 'gatekeeping' of dates or venues.

Bookings for a Corporate Venue must be made to the Conference & Events Office team via a single point of contact or office, for and on behalf AUSA and affiliated Groups & Societies and be accompanied by a completed Risk Assessment and provide for the requirements of PREVENT where appropriate, no less than 3 working days prior to the proposed event/booking date.

## 4. Confirming bookings

You will be asked to confirm your booking by signing the Schedule, along with a copy of these terms and conditions. The services, timings and numbers contained within the Schedule form an integral part of our contract with you. In signing it, you are agreeing to pay all the charges (including cancellation charges as set out in paragraphs 7 and 9 of this document) relating to the Schedule. The University will confirm your booking in writing and, for all purposes, the date it does so will be the date the contract is formed.

## 5. Deposits and Pre-payments

When you confirm your booking, you will receive a deposit invoice equalling 20% of the value of your booking. This invoice must be paid within the stated invoice terms. Failure to pay the deposit invoice will result in your booking being cancelled.

The University reserves the right to carry out a credit check to make sure you are able to meet all charges relating to the Schedule within our payment terms. If the University has concerns resulting from the credit check, a pre-payment invoice for some or all of the charges payable will be raised. If this invoice is not paid by the due date, the University reserves the right to cancel your booking.

## 6. Making Changes to Your Booking

If you wish to make changes to your booking, a new Schedule will be sent to you. The changes requested will be provisional until you sign and return the new Schedule. Any items you have cancelled will be subject to cancellation charges, as detailed in these terms and conditions. Requests for additional accommodation, catering or other facilities or services will, where possible, be met, but the University cannot guarantee to be able to meet all additional requests.

## 7. Confirming Numbers

For those events booked more than 5 weeks in advance, the numbers you provide when you make your booking are the numbers which will be included

in the Schedule. You may reduce your numbers by up to 10% of the original confirmed number, without incurring charges, up to 7 days before your event. All other reductions will be charged as follows:-  
All reductions within 7 days of 100% of all charge date of arrival/event.

Reductions exceeding 10% of confirmed numbers, between 7 days and 3 months of date of arrival/event. 100% of all charges

Reductions exceeding 10% of confirmed numbers, between 3 and 6 months of date of arrival/event. 50% of all charges

Reductions exceeding 10% of confirmed numbers, between 6 months and 1 year of date of arrival/event. 30% of all charges

Reductions exceeding 10% of confirmed numbers, longer than one year before date of arrival/event. 5% of all charges

For bookings made within 5 weeks of date of event, reductions, up to 30% of the original numbers, may be made up to 7 days prior, without charge/penalty.

### 8. Final Details

You must supply details of timings, menus and dietary requirements in accordance with the timescales indicated on your Schedule. If you do not provide this information these decisions will be made for you, and charged accordingly.

You must supply a name-list, in the format requested, and in accordance with the timescale indicated on your Schedule. An administration charge may be made if the information supplied is not in a usable format. Any changes to your name-list must be made by addendum, or by submitting an amended list with all the changes clearly identified.

### 9. Cancelling your Booking (Bookings made more than 5 weeks prior to event)

Should you need to cancel your booking in its entirety, you should do so in writing. The date the University receives your correspondence will, for all purposes, be the date of cancellation and the following charges will apply:-

3 months prior to date of arrival 100% of all charges

between 3 and 6 months prior to date of arrival 50% of all charges

between 6 months and 1 year prior to arrival 30% of all charges

longer than a year prior to arrival 5% of all charges

### (Cancelling Bookings made within 5 Weeks of date of event)

within 48hrs of making the original booking but not less than 7 days before the date of the event, **there will be no charges**

less than 7 days prior to date of event 100% of all charges

between 8 and 21 days prior to date of event 50% of all charges

between 22 and 28 days prior to date of event 30% of all charges

between 28 and 35 days prior to date of event no charges

AUSA or each individual Society may cancel, without penalty, 1 booking in an academic year. The cancelling of a second and every subsequent booking, will mean the making of further bookings being prohibited for a period of 5 weeks from the date the cancellation is made, in each instance.

### 10. The Right is Reserved to Cancel a Booking

The University reserves the right to alter or cancel any booking, or part of a booking, that it cannot fulfil for reasons beyond its control including, but not limited to: war or hostilities; riot or civil commotion; industrial action; epidemic; fire, flood or other natural disaster; short notice (no less than 2 weeks) institutional requirement.

In such a circumstance the University will either provide a substitute venue or assist the rescheduling of a booking.

### 11. Arrival and Departure Times

Meeting and event rooms are available for the times stated on the Schedule. It may be possible to extend the time available, but this must be agreed with the University, and additional charges may apply.

### 12. Liability

You are responsible for the behaviour of all members of your group, and people visiting you, or members of your group, on University premises. You must ensure that they do not disrupt or cause nuisance to University employees or to other visitors to the University.

You are responsible for paying for all damage, loss or liability caused by you, any member of your party, or anyone visiting you or any member of your party, and accordingly you should hold adequate insurance. The University reserves the right to refuse any booking, if proof of adequate insurance cannot be provided. Please note that Elphinstone Hall and the Linklater Rooms house delicate paintings.

You and your party must abide by all legislation pertinent to your stay and your activities, including such laws as apply to licensing, health and safety, entertainment, and fire prevention.

1. *Additional charges will apply for Room Set-up or clear down and cleaning services if they are required to be undertaken out with core hours of operation, Monday-Friday 0800-1600hrs.*

The University will not accept liability for death, injury, disease, damage to, or loss of property unless proved to have been caused by negligence on the part of the University.

### **13. Catering and Other Services**

You should not bring in any catering or beverage provision, nor should you arrange for a third party to provide food and beverages. Charges for pre-agreed arrangements will be quoted on your Schedule, and the University reserves the right to charge what it deems to be a reasonable figure, if food and beverages are brought in.

In every instance, specialist services may only be provided by the appropriate University department unless prior agreement has been reached.

### **14. Advertising**

If you wish to use the University logo or photographs of University premises and staff in any promotional material, you must gain prior permission from the University.

### **15. Animals**

With the exception of assistance dogs, the University does not permit animals to be brought any of the Corporate Venues. You should ensure that all members of your group are aware of this.

1. *Additional charges will apply for Room Set-up or clear down and cleaning services if they are required to be undertaken out with core hours of operation, Monday-Friday 0800-1600hrs.*