

CARDIFF METROPOLITAN UNIVERSITY
CONFERENCE & FACILITIES GENERAL TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, the following words shall have the following meanings:

"Agreement" shall mean these General Terms and Conditions of Hire, any and all Schedules and Appendices attached and referred to herein and any other documents attached hereto or issued separately with the intention of forming part of the Agreement between the University and the Hirer.

"Appendices" shall mean any and all Appendices attached and referred to in the Agreement.

"Event or Events" means the activity or event booked by Hirer and to which these General Terms and Conditions apply.

"Facilities" shall mean any and all University facilities, whether or not included in the Hire. Use of the term Facilities shall not infer any rights to access or use of any Facilities save those defined within the scope of the hire.

"Fee/s" shall mean all costs, charges or fees due by or payable by the Hirer to the University in respect of the use of the Facilities, provision of accommodation or for the provision of any other Services by the University for the Hirer together with VAT.

"Hire" shall mean the agreed duration of use of the University Facilities, Services and/or accommodation as provided for under this Agreement.

"Hirer" shall mean the person, firm or company hiring the Facilities, Services and/or accommodation.

"Premises" shall mean any and all Premises of the University.

"Reservation/s" shall mean reservation/s for accommodation or use of Facilities as determined by the context in which they appear.

"Schedules" shall mean any and all Schedules attached and referred to in the Agreement.

"Services" shall mean any services provided by the University as part of, or an essential service element of, hire of the University Facilities by the Hirer.

"Terms and Conditions" shall mean these terms and conditions and any and all Appendices and/or Schedules as defined herein.

"University" shall mean Cardiff Metropolitan University.

2. GENERAL

2.1 The University shall take all reasonable steps to fulfil any and all Reservations and to provide the hired Facilities in accordance with any quotations provided by the University in response to the enquiry or details provided by the Hirer. However, the University reserves the right to provide alternative Facilities or Services of at least an equivalent standard at no variation in cost to the Hirer.

2.2 To enable the University to make a full assessment of its obligations to provide the service, the Hirer shall provide the University with all such relevant information which is available in relation to the Hire. The University cannot accept any liability whatsoever for any failure to provide adequate Services or Facilities in the event of incomplete or erroneous information supplied by the Hirer.

2.3 The Hirer shall not assign any aspect of this Agreement or sub-let any Facilities, Reservations or Services covered by this Agreement to any third party without the prior written approval of the University.

2.4 Whilst the University has taken all reasonable measures to ensure that information contained in its advertisements, brochures and published tariffs are accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice if necessary.

2.5 The University reserves the right to provide Services and / or to let Facilities for other additional organisations during the duration of the Hire and will make available such information to the Hirer if requested.

2.6 In the event of any breakdown of equipment or machinery provided by the University under this Agreement, the repair shall be organised by the University as soon as possible and all reasonable steps shall be taken to provide alternative equipment until such repairs are completed.

2.7 Any complaint arising from the Hire must be made in writing to be received by the University within 3 days of the occasion of such complaint.

2.8 Both parties shall ensure that throughout the performance of their obligations under this Agreement they comply in all respects with all relevant statutory provisions, by-laws and other such enactments including but not limited to the Health and Safety, Equality, Diversity and Protection of Children legislation.

2.9 The Hirer agrees to comply in all respects with all relevant University policies and procedures including but not limited to the Equality, Diversity and Inclusion Policy, Code of Practice on Freedom of Speech and Car Parking Policy and Regulations.

3. CHANGES TO BOOKING REQUIREMENTS

3.1 The Hirer should give the University at least 7 (seven) working days' notice prior to the Event of any changes to booking requirements. Subject to the provisions of 4.2 (and other clauses) herein, the University will take all reasonable actions to accommodate with the Hirers' requests, provided these are made within the period outlined above.

3.2 Should the Hirer request any additional Services or Facilities after the booking is made, the University shall take reasonable steps to provide the requested additional Services and Facilities and if available, shall charge the Hirer at the published price or Fee in force at the time. The University shall not be liable for any inability to provide any such additional Services or facilities. Should the the Hirer cancel the Event due to

the University not being able to accommodate the increased requirement, the University's cancellation policy shall apply to the cancellation.

4. NUMBERS IN ATTENDANCE

- 4.1 The Hirer shall provide the University with details of the number of persons for which the Facilities are hired or for whom accommodation is to be provided in accordance with the timescales and dates laid out in Schedule 1 to this Agreement. Such number shall not exceed any limit which the University is permitted by law to observe.
- 4.2 The Hirer hereby acknowledges and accepts that ensuring the Hirer's compliance with the payment schedule detailed in Schedule 1 is a material condition of the agreement between the University and the Hirer. In the event of any failure by the Hirer to pay in full the amount stipulated by each date in the payment schedule detailed in Schedule 1, the University shall have the right to cancel the booking by providing the Hirer with 30 days' notice of cancellation of the Hire. In the event that notice of cancellation is served, all payments received up to the date of cancellation are non-refundable, and the University shall not be liable to the Hirer in any way whatsoever for any costs the Hirer may incur as a result of such cancellation.
- 4.3 In the event that exceptional and totally unforeseen circumstances preclude the Hirer from meeting any of the payment schedules, the University reserves the right to waive the payment deadline in those circumstances. However, in the event of any instance of the University waiving the payment schedule requirement, the University may impose a time limit on the waiver and introduce a revised payment deadline. In any instance of waiver by the University, the provisions of clause 13 herein will apply.
- 4.4 In the event that the total number attending exceeds the total number booked, the Hirer shall be liable to the University for additional Fees per person in line with the Fees agreed for the originally anticipated number attending.
- 4.5 In the event that the total number attending is less than the total number booked for whatever reason, the Hirer shall nevertheless be liable to the University to pay Fees per person for the total number booked.
- 4.6 In the event that the total number attending exceeds any numbers the University is permitted to provide for under any entertainment or health or safety licence, then the University shall have the right to remove the excess numbers from the Facilities, and shall not be liable to the Hirer or any third party in any way for any costs or charges arising out of any such actions. The Hirer shall provide the University all the support and assistance it requires in exercising its rights under this clause, and shall indemnify the University against all and any claims made by any person against the University arising out of its exercise of such rights.

5. CHARGES

- 5.1 The Fees due by the Hirer to the University shall be as detailed in the quotation or cost estimate provided by the University to the Hirer. Any and all such Fees shall be fixed for a period of 60 days after the date of quotation or estimate. If contract documents have not been signed by the end of this 60 day period, the University shall reserve the right to amend the quoted Fees in accordance with any pricing strategy in force at the time. Prices quoted by the University and accepted by the Client within the 60 day period will be fixed firm for the event/s stated unless otherwise agreed between the parties or amended in accordance with any other provision within this Agreement.
- 5.2 Account facilities shall only be available where the Hirer has established credit facilities in advance.
- 5.3 The University reserves the right to withhold or withdraw credit facilities at any time without notice.
- 5.4 Any additional catering or any other requirements not specified in the Hirer's request for which the University has quoted, shall be at the Hirer's prior written request (to be made no later than 7 days before the date on which they are required) and to the University's agreement, and (if agreed by the University) shall be charged at the University rates current at the time.

6. PAYMENT SCHEDULE

- 6.1 A non-refundable advanced deposit, normally of 25% of the total Fee, is required at the time of confirmation of reservation. the University will not be able to guarantee the reservation should the deposit as defined herein not be paid in accordance with this term.
- 6.2 The remainder of the sums due by the Hirer to the University shall be calculated and paid as follows:
 - (i) a second instalment equal to 25% of the total Fee shall be paid not less than 6 months prior to the start of the event.
 - (ii) a third instalment equal to 50% of the total Fee shall be paid not less than 2 months prior to the start of the event.
 - (iii) the balance of any and all outstanding sums shall be due not more than 30 days after the final day of the event.

7. ADVERTISING AND MEDIA

- 7.1 The Hirer shall not publish nor make available any promotional materials or merchandise, programmes, tickets or any other documentation relating to the event without obtaining the University's express permission as to the suitability and acceptability of such material to the University, such permission will not be unreasonably withheld. Furthermore, the Hirer shall not use name of the University nor the University logo on any publicity materials without the prior express written permission of the University.
- 7.2 The Hirer shall not arrange for the presence, invite or permit access to any the University site or Facility of any media individuals or organisations without the express prior consent of the University.

8. HIRERS' USE OF FACILITIES

- 8.1 The University reserves the right to expel any person who acts in an improper or disorderly manner. No refund shall be given in such circumstances.
- 8.2 All visitors must show identification if so requested by any officer of the University.
- 8.3 The University operates a no smoking policy in all buildings and outside areas. No smoking is allowed in the overnight accommodation areas. Fire notices are posted in all Premises. The Hirer shall ensure that delegates acquaint themselves with instructional notices and comply with all fire evacuation procedures. Under no circumstances should fire alarms be ignored.
- 8.4 The Hirer and all persons attending shall comply with all licensing, health and safety and all other regulations relating to the Hire.
- 8.5 The Hirer shall ensure that it is adequately insured to cover any liabilities which may arise under this agreement and as a direct result of its hire of the Facilities. The University shall be entitled to require documentary evidence of the existence of such insurance prior to the date on which the Hire takes effect.
- 8.5 No pets or other animals are allowed on the University premises with the exception of guide dogs. Where such dogs are allowed the University requires reasonable advance notice to arrange accommodation.
- 8.6 Hirers shall ensure that no notices are fixed to surfaces without the approval of the University and that all areas are left in a clean and tidy state at the end of the period of Hire.
- 8.7 The Hirer shall ensure that at all times during the Hire there are, where appropriate and / or as required by any and all relevant legislation, a sufficient number of supervisors for the number of people in each location to ensure that the Hirer fulfill both their statutory obligations and to properly supervise the people in each location. The Hirer shall also ensure that where appropriate all supervisors have been subject to a successful CRB check. The University shall not be liable under any circumstances for any matters arising from the lack of provision of adequate and / or suitable supervisors nor for any of their actions, negligence or omissions.
- 8.7 Bedroom furniture shall not be removed from the rooms.
- 8.9 Any interference with fire safety equipment shall incur a penalty charge of an amount not less than £165.
- 8.10 No ball games shall be permitted in the hostel areas or the car parks.
- 8.11 Unless otherwise agreed, where overnight accommodation is required the Hirer shall ensure that
 - (i) all arrivals to such rooms are from 2.00pm onward and
 - (ii) the rooms are vacated by 9.00am on the last day of the booking
- 8.12 On departure all keys shall be returned to the University. A standard charge shall be payable by the Hirer for each key not returned.

9. CANCELLATION BY THE UNIVERSITY

- 9.1 The University may cancel the booking under the following circumstances:
 - (i) If the Facilities or any parts of it are closed or are unavailable due to circumstances beyond its reasonable control.
 - (ii) If the Hirer is more than 30 days in arrears with any payment to the University or if the University becomes aware of any alteration in the Hirer's financial situation.
 - (iii) Where such a booking may potentially prejudice the reputation of the University
- 9.2 Under the circumstances described in 9.1(i) or (save where the Hirer has misrepresented or failed to disclose the nature of the booking to the University) 9.1(iii) the University shall refund any advanced payments made but shall have no further liabilities to the Hirer.

In the event of a cancellation of an Event by the University, the decision of the University is final and the University does not accept responsibility for any inconvenience or loss caused as a consequence of such cancellation.

10. CANCELLATION BY HIRER

- 10.1 Any cancellation, postponement or partial cancellation should be advised to the Conference Services Team by email to conferenceservices@cardiffmet.ac.uk .

In the event of cancellation, postponement or partial cancellation by the Hirer the University reserves the right to claim the following:-

 - (i) Where cancellations are made more than 6 months in advance of the hire - 25% of the total hire charge.
 - (ii) Where cancellations are made within 2 months to 6 months of the hire – 50% of the total hire charge.
 - (iii) Where cancellations are within 2 months of the hire – 100% of the total hire charge.

11. LIABILITY

- 11.1 The Hirer shall be responsible for the proper conduct of the Hirers staff, agents and / or sub-contractors and of persons brought by them to any part of the Premises during the period of the Hire and shall indemnify the University against any and all loss, damage, injury, costs and expenses, however caused either by the Hirer or any other persons as defined in this clause.
- 11.2 The University shall not be responsible whatsoever for any liability or costs including consequential, indirect loss or loss of profits suffered by the Hirer as a result of the Hire.
- 11.3 The University shall not be responsible for any liability or costs whatsoever resulting from errors or omissions in information in any form whatsoever supplied by the Hirer or obtained in accordance with the Hirer's instruction.
- 11.4 Without prejudice to the generality of Clause 12.1, under no circumstances shall the University be held responsible for failure of electricity and gas supply, leakage of water nor an act of God or other event beyond the University's reasonable control that may cause the premises to be unavailable.
- 11.5 The University cannot be held liable or responsible for any loss or damage to property or possessions of the Hirer or any person or firm using the Facilities as a result of this Hire howsoever caused.
- 11.6 None of the foregoing shall reduce the liability of the University for death or personal injury where such is resulting from a proven negligent act of the University or its employees.

12. FORCE MAJEURE

12.1 Save in respect of any obligation to pay, neither party shall be liable for any failure to perform in accordance with the requirements of these Conditions where such failure is due to a Force majeure Event.

12.2 A Force majeure Event means act of God, fire, flood, storm, explosion or any disaster; or riot, war, civil war, armed conflict or terrorism; epidemic or pandemic; or compliance with any governmental order, rule, regulation or direction which binds the University or the Hirer or malicious damage, or nuclear, chemical or biological contamination; or any event or events beyond the reasonable control of either Party and in respect of which the relevant Party:

(i) could not have foreseen and provided for such event and

(ii) has not assumed the risk under any provision of this Agreement

which directly causes the relevant Party to be unable to comply with all or a material part of its obligations under this Agreement.

13. COVID-19 PROVISIONS

13.1 The provisions of this clause apply in respect of the current Covid-19 pandemic (including any future recurrence or spikes in occurrence of the disease) and/or in respect of any future pandemic or other public health emergency. They do not apply to any other situation which is not covered by the Guidance (as defined in clause 13.2).

13.2 The University will act in accordance with the, laws, rules, regulations, advice and guidance issued by the Welsh Government and/or any other relevant statutory or advisory body ("the Guidance").

13.3 The Hirer must act in accordance with the Guidance

13.4 The Hirer must abide by all rules, regulations and guidance issued by the University to implement and/or ensure compliance with the Guidance and fully co-operate with the University regarding its implementation and enforcement of the Guidance.

13.5 The Hirer or any of the delegates attending the University premises, must immediately notify the Conference Services Team or Campus Reception if they believe that they are suffering from any symptoms of Covid – 19 whether or not they have had a confirmed diagnosis. This obligation to notify also relates to any other symptoms or infection which is subject to the Guidance.

13.6 If the University considers it reasonable to do so, the University can require the Hirer to move to other Premises (including for the avoidance of doubt, to premises owned and managed by a third party).

13.7 The University can terminate this Agreement at any time by giving to the Hirer reasonable written notice. The University will (other than in the case of an emergency) give not less than 48 hours written notice to the Hirer.

13.8 The University can issue specific rules and regulations regarding the Hirer's use of the Facilities and the delivery of the Services. The University will do so (acting reasonably and in its own discretion) where it is necessary to implement the Guidance or to ensure compliance with the Guidance. The Hirer must comply with these rules and regulations and co-operate with the University.

14. WAIVERS

14.1 No failure or neglect on behalf of the University or its representatives to enforce any of the terms and conditions of this Agreement shall be considered as a waiver unless expressly stated to be a waiver in writing by the University. A waiver by the University on one occasion shall not automatically be construed as permitting a waiver at any time in the future.

15. UNENFORCEABILITY

15.1 If any provision of the conditions is held to be invalid or unenforceable in whole or in part under any rule, law or legislation it shall be of no effect but the validity of the other conditions and the remainder of the provisions in question shall not be effected.

16. RIGHTS OF THIRD PARTIES

16.1 Save as expressly provided in this Hire of Facilities Agreement, this Agreement shall not create any rights under the Contracts (Rights of Third Parties) Act 1999 and shall not be enforceable by any party other than the Hirer and the University.

17. GOVERNING LAW

17.1 These Conditions and any and all business conducted between the University and the Hirer shall be governed by and interpreted in accordance with the laws of England and Wales.