

Terms & Conditions



Clients booking accommodation or facilities with Churchill College should be aware that by signing and submitting the booking contract, of which these conditions form a part, they are offering to enter a legally binding contractual arrangement with Churchill College. The contract will become binding upon the conditions of paragraph 2(a) below being satisfied.

Any variation to these standard terms and conditions must be agreed in writing by the College.

1. General

- a. The College reserves the right at its sole discretion to refuse any application for reservation, without stating its reasons for such refusal.
- b. All telephone reservations must be confirmed in writing.
- c. The College reserves the right to offer alternative suitable accommodation where for any reason the original accommodation becomes unavailable.
- d. The Client must provide details of the organisation that they represent and the nature of the event to be held and the names of any guest speakers.
- e. Save with the prior written permission of the Bursar, no use may be made of the name of the College in any promotional material produced by the Client (except to identify the hired premises).
- f. Accommodation booked at the College will not be available for occupancy earlier than 14.00 hours on the day of arrival. Check-out time is no later than 10.00 hours on the day of departure. No change may be made to these arrangements unless agreed in writing with the College. In the absence of such agreement a supplementary charge will be made in respect of late check-outs.
- g. The College does not allow any animals apart from assistance animals e.g. guide dogs onto the College premises.
- h. The Client shall not transfer the benefit of this agreement or any part of it without the prior written agreement of the College.

2. Bookings

- a. Once a signed booking contract has been received an invoice for the deposit (10% of the contracted value) will be issued. In accordance with these conditions, the deposit is non-refundable in the event of cancellation or non-attendance.
- b. All bookings are provisional until the relevant booking contract (signed by the Client) is countersigned on behalf of the College and dated and the deposit requested by the College is paid, in full.
- c. While we are holding facilities on a provisional basis you may cancel at any time without penalty. While the College holds a provisional booking, we will not allocate the facilities that you have provisionally booked to another client unless you agree.
- d. Variations to the booking contract must be notified in writing and confirmation of variation must be received from the College.
- e. The offer of residential accommodation is based on a minimum number of beds ("x") which the Client will be bound to take. At the time of booking the option of further beds ("y") will be held on a first refusal basis. In the event of another enquiry being received requiring all or part of the "y" beds, those "y" beds held will be offered to the client which, if accepted will become "x" beds; if the client declines to confirm those beds then the College is free to book them to another client.
- f. The offer of non-residential meetings and events is based upon a minimum number of delegates ("x") which the Client will be bound to take. At the time of booking the option of further delegate numbers ("y") will be offered. If you do not take up these provisional delegate numbers you will not be charged for them.

3. Charges

- a. The College's scale of charges is set out in a separate document. If the rate of VAT changes, the College reserves the right to charge at the applicable rate at the time of invoicing.
- b. All bookings will be charged VAT except where those bookings are exempt from VAT and a VAT exemption form has been completed at the time of booking.

- c. If the booking is made for an event commencing more than twelve months after the date on which the booking is accepted, the College reserves the right to amend the estimated cost of the booking to reflect any subsequent changes in the charges tariff. The amended total estimated cost will be intimated to the client not less than six months prior to the commencement of the event. Where the amended total estimated cost exceeds the figure quoted when the booking was accepted by more than 5% per annum the Client shall be entitled to cancel the booking by giving written notice of cancellation to the College within twenty-eight days of receiving notice of the amended cost and in the event of such cancellation the College will return the deposit. Otherwise any alteration notified shall be deemed to have been accepted by the Client.
- d. The College's usual procedure is to submit a single account for all delegates for whom the Client has made a group reservation. Individual accounts cannot normally be offered. Invoices should be paid within 30 days of the invoice date and the College reserves the right to charge interest both before and after any judgement on the overdue balance at the rate of 5% per month.

4. Final Numbers

Final delegate numbers must be confirmed at least ten working days prior to arrival.

Any reduction or cancellation made after this date will be charged in full.

5. Payment

- a. Unless we have requested a deposit or payment in advance you will receive an invoice for all charges about seven days after the event. You must pay in sterling, to the address shown on the invoice, within twenty-eight days of the date of the invoice. You will pay any bank charges involved in making the payment.
- b. Payment by cash will only be accepted up to a maximum of £500.
- c. In addition to the deposit paid, the College reserves the right to charge further staged payments prior to the date of the conference, in which circumstances, organisers will be notified in writing of the charge.
- d. For bookings under the value of £500 full payment will be requested at the time of booking.

6. Cancellation by the Client

- a. If the Client wishes to cancel the whole or part of a confirmed booking, cancellation must be communicated to the College in writing in all instances. Cancellations will only be effective from the date on which the College receives written intimation of the cancellation.
- b. Should the Client cancel the event then cancellation charges shall be calculated on the booking or part of booking cancelled as follows (periods being calculated to the day or as appropriate the first day of any event):

| Time of Cancellation | Cancellation Fee |
|--|---|
| More than twenty-six weeks prior to the event | The Deposit - 10% of the event contracted value |
| Less than twenty-six weeks but more than thirteen weeks prior to the event | 35% of the contracted value |
| Less than thirteen weeks but more than four weeks prior to the event | 50% of the contracted value |
| Less than four weeks but more than 2 weeks prior to the event | 75 % of the contracted value |
| Less than two weeks prior to the event | 100% of the contracted value |

The College will refund any part of the cancellation charges that it is able to recover from reselling the facilities that have been cancelled (once payment for the re-sale has been received). Any additional costs incurred in re-selling the facilities will be deducted from this payment. The College reserves the right to cancel any agreed discount if the cancellation means that the terms of the discount are not fulfilled.

7. Shortfall in Numbers

- a. In the event of a substantial reduction in numbers the College reserves the right to allocate a location more suitable for the size of the event.
- b. See clause 2f for non-residential bookings.
- c. See clause 2e for residential bookings.

8. Cancellation by the College

The College reserves the right to cancel any arrangement for the use of the premises at any time for the following reasons:

- a. If the college site or any part of it is closed due to fire, dispute with employees or by order of any public authority.
- b. If the Client becomes insolvent or enters into liquidation or receivership.
- c. If the Client is more than 30 days in arrears with payment to the College for previously supplied services.
- d. The College becomes aware that the Client's financial situation is such that the College reasonably considers the Client may not be able to fulfil its material obligations under the contract.
- e. The Client fails to demonstrate to the College that it has adequate insurance for the event.
- f. The event might, in the opinion of the College, prejudice the reputation of the College.
- g. The Client is in breach of duties listed under clauses 9 & 10.
- h. If the College cancels the booking under clause 8a any payments that have been made by the Client will be refunded less any charges for which the College, acting as agents on behalf of the Client, have already rendered themselves liable.
- i. If the College cancels under clauses 8b – 8f no monies will be refundable.
- j. The College shall have no responsibility for any claims for consequential loss suffered by the Client, their servants, agents, contractors or licensees or any member of the group or conference party as a result of cancellation or abandonment of the event whether that cancellation or abandonment has been at the instance of the Client or the College.

9. Clients Duties

- a. Activities must be properly supervised by the Client at all times.
- b. College furniture and fixtures must not be moved or in any way interfered with except with the prior written permission of the College. Any costs resulting from the client's movement or interference will be passed onto the client.
- c. Except with the prior written permission of the College, any alteration or addition to the electrical system is strictly forbidden. All electrical equipment plugged into the College system must be PAT tested with current certificates available on demand.
- d. The Client shall indemnify the College against all costs, damages and expenses, which may arise from any infringement of copyright, registered trade mark or intellectual property rights by any person attending the event, or anything arising from the event.
- e. All rooms must be vacated at the stated hour and left in a clean and proper state. Any additional cleaning required as a result of infringement of this rule will be added to the final account.
- f. Intoxicating liquor must not be sold, supplied or consumed on, or brought onto the College premises or any part hereof except with the prior written permission of the College.
- g. Gambling in any form is not permitted.
- h. No notices or signs shall be erected or displayed within the precincts of the College except those supplied by the College. Clients are also requested to observe Local Authority rules on fly-posting outside of the College site.
- i. No television or radio recordings, broadcast or interviews may be made on the campus without the express written permission of the College.

- j. No drugs (except for medical purposes) are permitted on the campus.
- l. The Client will ensure that single rooms are occupied by one person only and twin or double rooms by no more than two persons, unless otherwise agreed by the College in writing.
- m. Upon conclusion of an event the Client will dispose of all rubbish and waste materials from the premises that may have accumulated during the event. In default, the College is entitled to remove such property, waste materials and refuse and the Client shall indemnify the College in respect of the cost. The College does not accept responsibility or liability whatsoever for any goods or property of any person left in or upon the premises after the end of the event.
- n. Clients are not permitted to consume catering items other than those supplied by the College in any College building unless given written permission by the College to do so.
- o. Clients and their delegates are not permitted to bring into or store in any College building or any area other than that duly authorised by the College for such purposes bicycles or motor vehicles.
- p. Any accidents that take place on College property must be reported to an official of the College immediately.
- q. In order to comply with the Immigration (Hotel Records) Order 1972 as amended, all residential delegates must complete a guest registration form on arrival at the College.

10. Safety Precautions

The safety precautions set out below must be strictly observed.

- a. The maximum number of people allowed in individual lecture theatres, halls, teaching rooms, etc. is decided by the College in conjunction with the Fire and Safety Officer and must not be exceeded. The College reserves the right to prohibit entry to delegates if capacity is exceeded.
- b. All staircases, gangways, passages, entrances, emergency and other exits must be kept free from obstruction at all times.
- c. At the request of the College, the Client must be responsible for orderly behaviour during the period of hire to assist in the vacation of the accommodation.
- d. Fire and emergency evacuation procedures must be strictly adhered to. Emergency telephones are available at the Porters' Lodge.
- e. Where decorations are to be used they must be agreed in advance (in writing) and removed immediately after the function.
- f. With regard to residential bookings, the Client should advise delegates of the need to read and understand all health and safety regulations that are posted in each bedroom or in each building.
- g. Hazardous, flammable or dangerous items (including candles) may not be brought onto the campus without prior written permission.
- h. Deliberate misuse of the fire alarms or extinguishers will attract an immediate financial penalty.
- i. The Client, the Representative and those attending the event shall not interfere with, move, or reposition any fire extinguisher within College premises or interfere with fire precautions in any other way.

11. Event Details

- a. An initial outline of the event will be covered on the booking contract
- b. Two weeks prior to the event the College will send the client a Final Event Information Sheet confirming the Client's detailed requirements. The Final Event Information Sheet should be carefully checked by the Client and then returned to the College with a note of any errors or alterations that are to be made to it. Failure to do so will imply that the Client is satisfied with the details and this will form the basis of the final invoice. If we have not received details of your requirements from you we will decide what we should supply and charge accordingly.
- c. If the Client requests changes from that detailed on the Final Event Information Sheet, the College will attempt to co-operate but is not bound to do so.

12. Services Provided by Someone outside The College

If you ask the College to arrange for a service provided by any person or organisation outside the College, we will only act as an agent for you. Any resulting contract is between you and the person or organisation providing the service. We will treat the person or organisation as a person visiting you at the College.

13. Exhibitions

Plans and layouts of exhibitions should be forwarded to the College at least three months prior to the event for approval by our Health and Safety Officer.

14. Insurance

- a. Appropriate insurance cover must be obtained by the Client to indemnify the College against claims which may be made against it or in respect of loss or damage which the College may suffer. Such insurance must also cover the risk of bodily injury or death to the Client, their servants, contractors, agents or licensees and members of the group or any third parties except that such injury or death as may be caused by the act, default or negligence of the College. The Client will provide full details of any insurance obtained to the College if requested to do so.
- b. A charge for any loss or damage will be added to the main account.
- c. The College cannot accept responsibility for the loss of, or damage to, delegates personal property or vehicles. Delegates are, therefore, advised to be most careful with regard to the security of their belongings. Delegates should also ensure that cars are securely locked and no valuables left inside.

15. Etiquette

- a. The Client shall ensure that delegates act in a proper and orderly manner and shall comply with all reasonable requests from College staff. The College reserves the right to terminate any booking during the period of occupation in the event of the Client or its representative failing to ensure that delegates act in a proper and orderly manner and shall comply with all reasonable requests from College staff.
- b. The buildings on the College site can be shared by groups of all ages and interests. It is essential that noise levels are kept to a minimum at all times and, in particular, between the hours of 10pm and 8am.
- c. It is the responsibility of the Client to ensure that these important conditions are explained in detail, in advance of arrival, to all groups and in particular to adults accompanying minors.

16. Food Safety

A four hour time period only is allowed for food safety best practice in regard to buffet meals. After four hours have elapsed, the College cannot guarantee the safety of food used from the buffet and subsequently taken home. The responsibility and care of any buffet food consumed after four hours have elapsed passes to the Client.

17. It is illegal in the UK to smoke in public places and in people's places of work.

Therefore smoking is not permitted in any College building including any bedroom area. Cleaning services will be withdrawn if this condition is not adhered to and guests may be asked to leave the College.

18. Lost Keys

Clients shall be responsible for the return of all keys at the end of the event. Keys that are not returned will be charged for at a cost of £15 per individual key and this amount will be added to the final account.

19. Force Majeure

The College shall not be liable to the Client for any loss, damage or expense incurred by the Client due to circumstances outside the control of the College.

20. Modifications of Conditions

The College reserves the right to modify or vary any of the Terms and Conditions where the nature of the Client, in the opinion of the College, so demands.

21. Waiver of Rights

Any failure by the College to enforce these Terms and Conditions in a particular instance shall not be construed as a relinquishment of its rights in future instances.

22. Legal Construction

These Terms and Conditions shall in all respects be construed in conformity with and governed by English Law and shall be subject to the jurisdiction of the English Courts.

23. Precedence over other Terms and Conditions

These Terms and Conditions shall have precedence over any terms appearing in acknowledgements, correspondence etc. issued by the Client, and such terms shall have no effect except in so far as they are consistent with these Terms and Conditions.

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