

Terms and conditions

External conferences and accommodation

It is important for you and us to understand clearly, when you make a booking with us, who is responsible for what. This document sets out clearly which responsibilities lie where.

The following are the terms of the contract between “you” the “client”, and “us” Cranfield University.

We are Mitchell Hall, part of Venue Cranfield, wholly owned by Cranfield University.

Definitions

“**Booking**” or “**event**” means your order to hold a conference or block booking of accommodation

“**Booking contract**” means the document which outlines your event and its charges and the binding agreement between “you” and “us” incorporating these terms and conditions

“**Guests**” refers to your attendees, delegates, speakers, employees or anyone related to your event whether invited or not.

“**Suppliers**” refers to any third party suppliers that “you” or “us” engage

“**Venue**” relates to any part of the Mitchell Hall and Cranfield University or its associated buildings as specified in the booking contract

“**We**” “**us**” or “**our**” means Cranfield University

“**Written**” or “**writing**” means a formal notification by letter or email with acknowledgment of receipt

“**You**” “**Your**” or “**client**” is the person / company responsible for the booking and payment of the event

Objective of the terms and conditions:

To give both parties a clear understanding of their legal / contractual obligations relating to the client booking supported with an outline of costs.

1. Who is this contract between?

The contract is between us and you, not any other person or organisation that you book rooms, meals or facilities for. You accept responsibility for paying all charges, including any extra charges, arising under this contract.

You may not transfer your rights or responsibilities under this contract to any other person or organisation.

2. Provisional bookings

Cranfield University may agree to you making a provisional booking which will be held for no longer than 14 days, providing the booking start date does not commence within the next 2 months. You may cancel provisional bookings without penalty. Cranfield University reserves the right to remove any provisional bookings should we not be able to make contact with you. Your booking is considered provisional until receipt of a signed contract and any required deposits.

3. Confirming your booking

We will confirm your booking in writing only on the basis of these terms and a copy of our booking contract is signed and returned by you. The contract will clearly state the accommodation meals and other facilities which you have booked, and will include a clear statement of any other arrangements which have been agreed between you and us. You must sign the booking contract and return it to us

by email, post or fax, within 5 days of it being sent to you. If we do not receive the signed copy letter within this period, we reserve the right to release your provisional booking and re-sell the space and facilities held.

If you ask us verbally to confirm your booking, you must send us a written confirmation, at which point a booking contract will be issued and must be signed and returned within 5 days. If it is not returned within this period, we reserve the right to cancel your booking.

When you confirm a booking, you agree to pay all the charges for accommodation, meals and other facilities set out in the booking contract, unless these are changed or cancelled under the terms of clauses 5, 6, 14 or 15 below. In that case, you must pay the charges set out in the relevant clause(s).

If the booking is commissionable, you must inform the venue, in writing, at the time of booking, clearly outlining rates and commissionable charges.

Final numbers must be confirmed, along with all event details which include delegate names, dietary requirements and timings no later than 14 days prior to the event. This information must be communicated via the course information sheet which will be sent to you at the time of confirmation.

4. Charges and payments

Cranfield University requires at least 28 days' notice prior to arrival date to arrange credit facilities. A credit check will be carried out for any booking requiring credit over £1000. Should you not arrange a credit check with us as agreed above, you may be liable to additional bank charges and interest if payment is delayed.

Unless we have asked you to pay a deposit or advance payment (see clauses 14 and 15) we will invoice you for all charges immediately after the event. You must pay in sterling, to the address shown on the invoice, within 30 days of the date of the invoice. You will pay any bank charges involved in making the payment.

Settlements must be made in pounds sterling (UK£) and be payable to Cranfield University.

Any booking made by a private individual must be paid in full before the arrival date. Any additional costs must be paid immediately upon submission of an account.

5. Altering your booking

If you ask for any extra accommodation, meals or other facilities, we will use our best efforts to provide them, but we cannot guarantee that we will be able to meet your requests. You should contact us as soon as possible to discuss possible increases in numbers or extra facilities and then confirm your requirements in writing. We will respond in writing confirming what extra arrangements we have made for you (and, where applicable, the extra cost).

Any additional chargeable requirements made after the signing of the contract must be in writing and will be added to your final invoice. Any substantial costs which are requested may require re-issue of the contract, superseding any previous versions. We reserve the right to request a contract re-issue should the cost increase in excess of £500.

Reduction in numbers or catering will be subject to the cancellation policy (clause 6). For clarity, this includes substitution or transfer to alternative rates i.e. from a 24 hour rate to a day delegate rate.

No charge will be made for any reduction in numbers of up to 10% of the original contracted numbers from time of confirmation up until 14 days prior to the start date.

Any reduction in numbers over 10% made prior to the event, Cranfield University will endeavour to resell the facilities / service released to a similar value. Should we not be able to resell these facilities or services, then any reduction of more than 10% will be subject to the cancellation policy.

If 'you' 'the client' reduce your numbers by 25% or more from the original contracted numbers, Cranfield Conference University reserves the right to move your booking to a more suitable room(s).

6. Cancelling all or part of your booking

If you need to cancel or postpone your booking, or reduce the numbers that you have agreed to pay for in the booking contract, you must give us written notice. You will be liable to pay charges for any accommodation, meals or other facilities which we cannot re-sell despite using reasonable efforts. You must pay in full for any accommodation, meals and other facilities, which you book and do not cancel, whether or not you use them (with the exception of reduction in numbers of up to 10% made 14 days or more prior to the start date).

The level of charge to be applied will depend on the amount of notice you give us, calculated from the following table:

Written notice received by us	% of contracted revenue to be charged
From time of confirmation of booking up until 101 days prior to the first date of the event	10%
61 – 100 days before the first day of the event	35%
31 – 60 days before the first day of the event	50%
30 - 15 days before the first day of the event	75%
14-0 days before the first day of the event	100%

All cancellation charges will not take into account the 10% free of charge reduction. Should you reduce your number by 10% or less, and subsequently cancel your booking, your cancellation charges will be based on your original contracted numbers.

We will tell you our final charges for your cancelled booking once we know whether or not we have been able to re-sell the items you have cancelled.

7. Changes or cancellation by us because of events beyond our control

We have the right to alter or cancel a booking that we cannot keep if the reasons for that are beyond our control. If this happens, we will use all reasonable efforts to offer you an alternative. We cannot accept responsibility if we cannot provide accommodation, food, drinks or service because of but not limited to industrial action (whether on the part of our employees or otherwise), accidents, fire, riot, civil commotion and war ('force majeure') or any other cause which is beyond our control.

8. Changes or upgrades to room allocations

There may be circumstances, which require us to alter the meeting rooms, dining rooms or residential accommodation allocated to you. We will do this only if the alternatives we offer are suitable for your purposes as you explained them to us when you made the booking. There will be no extra charge to you if we change or upgrade your room allocations under this clause.

9. Arrival and departure times

Bedrooms will be available from 14:00 on the day you arrive and must be vacated by 10.00am on the day you leave, unless you have made other arrangements with us. We will charge you for any extra costs incurred for bedrooms not being vacated on time or for conference, training or syndicate rooms not being vacated by the agreed time.

10. Animals and pets

No animals or pets of any kind, except guide and medical assistance dogs, are allowed on our premises



11. Food and drink

We work out our charges on the basis that we will provide all food and drinks that you and your party need. Your party must not bring food or drinks onto our premises to eat or drink here without our agreement.

12. Behaviour on our premises

You must make sure that members of your party, and anyone visiting you or your party on our premises behave in such a way that they do not cause a nuisance or unreasonable disruption to Cranfield University, our employees or to anyone else using or visiting the campus.

Should any of the members of your party refuse to, or appear to be unable to alter any aspect of behaviour, which is unacceptable to us, we reserve the right to terminate the stay of the person(s) involved or all of your party.

You agree to indemnify us for claims demands, actions or proceedings in respect of the death or injury howsoever caused and for any loss damage or other liability of any kind to us or any other person caused by members of your party. If any damage caused by your party prevents bedrooms or other facilities being used whilst the damage is made good, you will be charged for any revenue lost during this period. We would advise that you should be fully insured against all losses or liabilities.

We cannot accept responsibility for loss of or damage to property or vehicles belonging to you or your party, how so ever caused.

13. Services provided by third parties

If you ask us to arrange for a service provided by any other person or organisation, we will only act as an agent for you. Any resulting contract is between you and the person or organisation providing the service, unless we specifically agree otherwise. We will treat the person or organisation providing the service as a person visiting you (see clause 12).

You must notify us in writing at the time of booking if you intend on using any third party suppliers or services other than us. Examples of such services and suppliers are, but not limited to; entertainment suppliers, discos, venue dressers, acts etc. We must approve the suppliers and you must provide us with their company name, contact name and contact details.

Only suppliers that have been authorised by us will be allowed in the venue. We strongly recommend you do not confirm any third party booking prior to approval from us.

You are responsible for the actions of your suppliers. Any damage to the venue or its facilities will be assessed after the event and invoiced to you. We do not accept liability for any acts or omissions of any party employed or contracted by you as part of the event, irrespective of any approval given by us.

You are responsible to ensure that your suppliers provide copies of electrical testing certificate (if required) and a valid copy of their public liability insurance with a minimum cover of £5,000,000. Suppliers will not be considered for approval until we receive the required documentation. They must also provide any risk assessment should it be requested.

Any unauthorised equipment, or equipment not tested or deemed not 'fit for purpose' by a member of the management team will be removed and your supplier may be asked to leave the premises.

14. Payment in advance

We have the right to carry out a credit check. If at any time we are not reasonably satisfied that you will be able to meet the charges, we have the right to cancel your booking, unless you pay a deposit or pay all or part of the charges in advance.

If you cannot accept our requirements for a deposit or advance payment, you will have the right to withdraw your booking without charge within seven days of us notifying you.

We will set any deposit you pay against the eventual charges. We will not refund this deposit unless you cancel the booking under the terms of clause 6, when we will refund the difference between the deposit and the payments due under that clause.

15. Overseas customers and guarantees

If you are a customer from outside the UK, we reserve the right to ask for a guarantee of payment from a UK bank and to cancel the booking if the guarantee is not received within 30 days. You will have the right to withdraw your booking without charge within 7 days of us telling you our requirements if they are not acceptable to you.

16. Using our name without permission

You may not use

- the name "Mitchell Hall", "Venue Cranfield" or "Cranfield University"
- our logo (s)
- any photographs of our premises, internal or external without our written permission

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17. General terms

a). We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the contract and may sub-contract or delegate in any manner any or all of its obligations under the contract to any third party or agent.

b). You shall not, without our prior written consent, assign, transfer, mortgage charge or sub-contract or deal in any



Venue Cranfield

Mitchell Hall

other manner with any or all of its rights or obligations under the contract.

c). Any notice or other communication given to a party under or in connection with the Booking or event, and these terms and conditions shall be in writing addressed to that party at the email address of the our manager or your representative as notified from time to time.

d).. If any provision or part provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.

e). If any provision or part provision of these terms and conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provisions so that, as amended, it is legal, valid and enforceable and to the greatest extent possible achieves the intended commercial result of the original provision.

f). A waiver by us of any right under these terms and conditions or at law is only effective if it is made in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by us in exercising any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent nor restrict its further exercise of that or any other right or remedy.

g). Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between us and you, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

h). A person who is not a party to the contract shall not have any right to enforce its terms.

i). Where "You" "Your" or "Client" is made up of more than one person or entity, those persons or entities shall be jointly and severally liable under the contract.

j). Except as set out in these terms and conditions, no variation of the contract including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by us.

k). The contract between you and us and any dispute or claim arising out of or in connection with the contract or its subject matter or formation including with reference to these terms and conditions and any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England.

l). Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).