

Terms & Conditions of Booking Contract

Conference Link, Imperial College London

1. Interpretation

In these Terms and Conditions the following terms have the following meanings: -

“The College” shall mean the Imperial College of Science, Technology and Medicine, known generally as Imperial College London, and shall include all constituent institutions, departments, sections, sub-sections and out-stations of the aforementioned College.

“The applicant” shall mean the person named on the face of this Booking Contract who applies for the use of the College’s room(s) in accordance with these Terms and Conditions on behalf of the organisation.

“The Organisation” shall mean the committee, association, company, club, society or other group of whatsoever kind, whether incorporated or not, named on the face of this booking form and under whose auspices the function is to be held.

“The function” shall mean the event, meeting, concert, exhibition, performance, dance or other assembly of whatsoever kind to be held in the room(s) on the date(s) stated on the face of this Booking Contract.

“The sponsor” shall mean: -

- (a) In the case of a function held by a club or society approved by Imperial College London Students’ Union.
- (b) In the case of a function to be held in the Senior Common Room area by an applicant who is not a member of the Senior Common Room.
- (c) Imperial College London Students’ Union.
- (d) Any member of the Senior Common Room.

2. General

These Terms and Conditions have been issued by the College and shall be deemed to be incorporated in the Booking Contract for the use of room(s) for the function, and any collateral agreements for the supply of food, beverages or any other goods or services in connection with the function. No employee, servant or agent of the College is empowered to make any representations on behalf of the College which conflict in any way with these Terms and Conditions, or to vary them in any way whatsoever, save by express agreement in writing signed by the Secretary or the Director of Finance of the College.

3. Confirmation of Booking

This agreement shall not be effective until and unless the Booking Contract has been signed by the College officer authorised in that capacity, and has been returned to the applicant.

4. Deposits and Payment

In order to secure a booking, a non-refundable booking fee (credited to final account if event goes ahead), OR a deposit of 20% of the total estimated conference and group accommodation booking is required on the date(s) specified in the Booking Contract. For meeting rooms only or catering-only events, a 50% deposit is required to secure the booking. Further deposit and payment schedules stated on the Booking Contract will apply. Credit facilities are granted only when references have been obtained and approved by Imperial College London. Full payment in advance is required for non-UK based applicants/organisations. Prices are subject to alteration without notice. Where credit facilities have been granted, payment is required 30 days from receipt of final invoice. Outstanding invoices will incur interest charges.

5. Cancellation / Reduction of Rooms

In the event of accommodation, meeting rooms, catering or any other booked services being cancelled or reduced in number by the applicant (for catering-only events see 5(f)), the following charges may be applied in part or in whole:-

ALL NOTIFICATIONS MUST BE IN WRITING. VERBAL INSTRUCTIONS WILL NOT BE ACCEPTED.

- (a) If cancelled 12 months or more before the date of the event, there is no charge, other than the non-refundable booking fee, if applicable.

- (b) If cancelled or reduced in number less than 12 months but more than 6 months before the date of the event, Imperial College London reserves the right to charge 20% of the total estimated amount.

- (c) If cancelled or reduced in number less than 6 months but more than 3 months before the date of the event, Imperial College London reserves the right to charge 40% of the total estimated amount.

- (d) If cancelled or reduced in number less than 3 months but more than 2 weeks before the date of the event, Imperial College London reserves the right to charge 60% of the total estimated amount.

- (e) If cancelled or reduced in number within 14 days before the date of the event, Imperial College London reserves the right to charge 100% of the total estimated amount.

- (f) If a catering-only booking is cancelled in part or in whole, a charge may be made equivalent to a percentage of all booked services and facilities as follows:

50% of total charges if cancelled 7-20 days prior to event, 90% of total charges if cancelled 3-6 days prior to event, 100% of total charges if cancelled less than 48 hours prior to event.

6. Final Catering Numbers

The applicant is requested to submit final catering numbers five working days prior to the event for Buffets, Lunches and Dinners. All other catering bookings require two day’s notice except for 170 Queen’s Gate where a minimum of three day’s notice is required for all catering. Where a reduction from pre-booked to final numbers exceeds 20%, cancellation and/or minimum charges will apply on the excess numbers as above.

7. Room Capacities

The maximum number of people allowed in individual lecture theatres, halls, teaching rooms, etc. is decided by the College in consultation 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.

8. Exhibitions

Plans and layouts of exhibitions should be forwarded to Imperial College London’s Conference Office at least three months prior to the event for approval by the Fire and Safety Officer.

9. Behaviour and Conduct

The applicant shall undertake, both on his own behalf and on behalf of the organisation, to accept full responsibility for the behaviour and conduct of all those present, whether by invitation or otherwise. All rooms must be vacated at the stated hour, and must be left in a clean and proper state. All furniture, which has been removed, must be returned to its original layout. No food or drink may be taken into lecture theatres or the Great Hall. Imperial College London reserves the right to charge in full for loss or damage to College property caused by conference delegates or persons accompanying them. Any such charges will be added to the main Conference account.

10. Admission to the General Public

Any performances of stage plays, cinematographic exhibitions, dancing or musical events to which the general public is to be admitted may require a special licence issued by the City of Westminster. If such a licence is required, the College will make the necessary application, for which 45 days notice is required. Functions must not be advertised outside the University of London premises unless authorisation has been obtained from the College, in advance.

The College reserves the right in its sole discretion:-

- (a) To refuse admission to any person whether or not he be the holder of a ticket for any performance, and without assigning any reason; and
- (b) To cancel or terminate any function at any time without notice; and in either case shall not be liable to pay to any person any damages or compensation whatsoever.

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11. Licensing Laws

The sale of liquor on College premises in designated areas, is governed by appropriate licences, which restrict the sale of liquor to the following:- (a) The staff and students of the College and their bona fide guests, together with such persons as may from time to time be employed at the College; (b) former staff and students of the College and their bona fide guests; (c) persons attending courses, seminars, conferences, lectures and meetings held and approved by or on behalf of the College; (d) persons attending social events and functions held and approved by or on behalf of the College; (e) Friends of the College and members of the Governing Body and their bona fide guests. The approved times for the sale of liquor are:- weekdays:- 1100 to 2300 hours and Sundays:- 1200 to 2230 hours.

Permission to sell liquor outside normal Licensing hours (and then only to the classes of persons listed above) must be sought from the College, giving at least four week's notice. On application, the College will be able to advise as to whether or not a variation in hours is possible and whether there would be any additional cost or conditions. For example, the College may be required to submit a 'Temporary Event Notice' to the relevant local authority and the police. The College nevertheless retains the right, at the sole discretion of the responsible College or ICU Official, to terminate a function at any time, or to take such other steps as he may consider necessary.

12. Consumption of Food and Beverages

Except in exceptional circumstances, visitors and delegates are not permitted to consume food, alcoholic and non-alcoholic beverages on College premises that have not been supplied by the College.

13. Health and Safety

(a) The applicant shall comply at all times with the College's Safety Policy and shall indemnify and keep the College indemnified against all civil liability incurred by the College for breach of its statutory obligations under the Health and Safety at Work Act 1974 or otherwise arising out of the failure by the applicant to comply.

(b) The College's Safety Policy Document may be viewed during normal College hours and a copy is available upon application to the College's Safety Director.

(c) The College will not accept any liability for any costs incurred by the applicant in complying with the College's Safety Policy.

(d) No alteration shall be carried out to electrical apparatus or equipment except by or to the satisfaction of the designated College Officer.

(e) The applicant is advised that the work of a number of the academic departments in the College involves activities, which are potentially hazardous to health and safety unless appropriate precautions are taken. The areas where these activities take place, all of which are clearly marked, should not therefore be entered by anyone unless accompanied by an authorised member of the College's staff who will arrange provision of safety equipment where necessary.

14. Indemnity for Injury and Damage to Property

Except in circumstances where the College is proven to be negligent, in consideration of the College permitting the applicant to use the room(s) (whether on payment of a fee or otherwise) the applicant agrees, both on his own behalf and on behalf of the organisation, that he will be responsible for and will release and indemnify the College, its servants and agents from and against all liability for:- (a) personal injury (whether fatal or otherwise); (b) loss or damage to property and; (c) any other loss, damage, cost or expenses; which may arise in any manner howsoever which but for the exercise of such permission would not have arisen. Members of the College and visitors are advised that the College does not accept responsibility for any loss of personal property by theft or otherwise.

15. Liability and Insurance

Imperial College London advises that organisers of events held at the College should carry a minimum insurance cover. The College insurance policies do

not cover your delegates or personnel in the event of injury or for loss or damage to property, unless it is proved that the College has been negligent. Should you lose or damage Imperial College London property the College will seek redress from you, as will any of your delegates/personnel who may suffer loss/damage through no fault of the College, it is therefore strongly recommended that you carry appropriate public liability, and all risks insurance cover. It is also advisable to take out an abandonment insurance policy in the event of cancellation.

16. Promotional Materials and Advertising

The name 'Imperial College London' and the College Crest are registered trade marks and the Applicant agrees, both on his own behalf and on behalf of the Organisation, not to:-

(a) Affix, reproduce or otherwise depict the College Crest (or any crest or logo of confusingly similar appearance) on any promotional or advertising material, function material, or any other business documents;

(b) Convey the impression that the function is held with the participation of, or is endorsed by, the College; unless authorised in writing by the College Secretary.

17. Sponsor's Undertaking (applicable only to College or Students' Union bookings).

In consideration of the booking detailed herein having been agreed at the request of the sponsor, the sponsor hereby covenants with the College that he will use his best endeavours to ensure that the applicant will duly and punctually observe and perform all the covenants, agreements and obligations of the applicant herein contained or implied, and that if and so far and so often as the applicant shall fail or omit so to do, the sponsor will thereupon duly observe and perform such covenants, agreements and obligations.

18. Corrupt Gifts

(a) The applicant shall not offer, give or agree to give any person in the service of the College any gift or consideration of any kind as inducement or reward for doing, forbearing to do, having done or forborne to do any act in relation to the obtaining or execution of this or any other booking of College rooms or for showing or forbearing to show favour or disfavour to any person in relation to this or any other booking of College rooms.

(b) Any breach of this condition by the applicant or by anyone acting on his behalf shall entitle the College to declare the booking void.

(c) Any dispute, difference or question arising in respect of the interpretation of this condition or the right of the College to invalidate the booking shall be decided by the College whose decision shall be final and conclusive.

19. Force Majeure

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

20. 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.

21. 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.

22. Precedence over other Terms & Conditions

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