

King's Venues – Standard Terms and Conditions of Booking
(For hire of facilities for Conference, Events & Group Accommodation Bookings)

Definitions/Interpretation

In these standard terms and conditions of booking the following words shall have the following meanings:

“Agreement” shall mean the Booking Contract together with these terms and conditions.

“Booking Contract” shall mean the accompanying document headed “Booking Contract” to which these terms apply, which contains the date(s) and other details of the Client’s booking together with details of the charges that will be payable by the Client.

“The Client” shall mean the organisation, company, person or persons hiring facilities and or services at any of the College’s campuses or Halls of Residence.

“The College” shall mean King’s College London.

“King’s Venues” shall have the meaning given in clause 9.

“Day” shall mean an ordinary calendar day. “Working Day” shall mean any day other than weekends and other dates when the College is closed.

The College will not enter into, accept, sign or be bound by any of the Client’s terms & conditions (unless agreed by both parties).

1. Booking Procedure & eligibility

All bookings remain provisional until the initial Booking Contract has been signed by the Client and returned unaltered to King’s Venues. Once signed and returned unaltered within the timescale indicated below all such provisions reserved on behalf of the Client will be subject to the Agreement.

All bookings are subject to confirmation of availability of the appropriate room(s) and/or additional facilities and services. All rooms are provided “as seen”.

The prices of all rooms, facilities and services at the College shall be in accordance with the current quoted tariffs (either sent to Client or published on the College’s website) except in case of manifest error.

The signed initial Booking Contract must be returned to King’s Venues within 7 Working Days (unless otherwise agreed). If it is not received within this period any facilities reserved on behalf of the Client will be automatically released.

The College reserves the right to decline any booking or part thereof.

The College reserves the right at its sole discretion not to accept any booking in respect of a child (under 18). A child between the ages of 8-18 may be accepted but must be accompanied by a designated responsible adult nominated by the Client to undertake this role, such as a parent, guardian or teacher. An adequate number of responsible adults (in line with any legislative or good practice guidelines) must accompany a group of children.

2. Payment Terms

All bookings are subject to the payment of a deposit and/or advance payment as specified below (unless otherwise agreed) which is non-refundable in all cases of non-arrival and/or cancellation by the Client. Details of payment due dates are specified within the Booking Contract:

- 50% of total estimated value of room hire/services/ group residential accommodation hire for bookings made 31 (or more) days in advance; and
- 100% of total estimated value of room hire/services/group residential accommodation for bookings made 30 (or less) days in advance.

A final invoice for all facilities and services hired will be raised after the event and is payable by the Client to the College within 30 days in accordance with the College’s standard payment terms, a copy of which is available on request. All payments must be made in UK pounds sterling. Interest may be charged by the College (in accordance with the Late Payment of Commercial Debts (Interest) Act 1998) on balances that are still outstanding 30 days after falling due.

3. Charges & VAT

All rates are inclusive of VAT at the current rate, unless otherwise stated on the Booking Contract. Where a Client may be exempt from VAT, proof of exemption must be provided to the College prior to the start of the event.

4. Amendment & Cancellation

Amendments by the Client to the contracted facilities/services/room hire requirements

Requested amendments to room hire requirements, facilities and/or services must be confirmed to King's Venues in writing or via email at least 7 Working Days prior to the start of the event. If the requested amendment is agreed to by King's Venues, and subject to the availability of facilities, changes to the booking or to the expected number of delegates/guests may result in amendments to the quoted rates and/or facilities available for the event.

Cancellation by the Client

Cancellation charges as quoted below shall apply if the booking is cancelled by the Client:

- More than 61 days prior to start of event – 25% of the total booking charges/current quote;
- 60 – 31 days prior to start of event – 50% of the total booking charges/final quote; and
- 30 days or less than prior to the start of event – 100% of the total booking charges/final

quote. All cancellations must be made via King's Venues.

If you have already paid for your booking, the sums held by us may be set off against the cancellation charges. Otherwise we will invoice you for the cancellation charges and you must pay our invoice in accordance with clause 2.

Cancellation by the College

The College reserves the right to cancel the booking and terminate the Agreement without any liability to the Client (other than to refund the Client's deposit and charges already paid) if:

- the Client becomes bankrupt or insolvent or enters into liquidation or receivership;
- the Client is more than 30 days in arrears in respect of payments due to the College in respect of previous and/or current Bookings or part(s) thereof;
- the booking might, in the College's reasonable opinion, prejudice the reputation of the College or University of London;
- the behaviour of individual guests/delegates or a group as a whole or in part is deemed by the College to be unacceptable. Partial termination could result in a number of guests/delegates being asked to leave College premises; or
- there is any breach of this Agreement or other relevant College policies including harassment, equal opportunities, health and safety, drugs, smoking and information technology which are available at www.kcl.ac.uk/governancezone/index.aspx or may be requested from King's Venues. In particular, all bookings shall be subject to the College's Policy and Procedures in Respect of Permissible Activities (available at www.kcl.ac.uk/governancezone/index.aspx) and may be cancelled under that Policy.

5. Liability & Insurance/Indemnity/Damages

The College shall not be liable for:

- Any direct loss or damage to goods or property of the Client, guests/delegates;
- The death or injury to any person attending an event organised by the Client, except where it is not lawful to exclude or limit liability for such death or injury including where such death or injury is due to the negligence of the College;
- Any indirect or consequential losses or claims, demands, actions, proceedings, damages, costs or other liability incurred by the Client in connection with the hiring of the College's facilities; or
- Any inconvenience or loss caused to any party as a result of cancellation or termination under clause 4.

The liability of the College shall be limited to an amount equal to 1.25 times the deposit or fee paid as the case may be.

Nothing in these terms excludes or limits in any way the College's liability to the Client for death or personal injury arising from the College's negligence, fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for the College to exclude or limit (or attempt to exclude or limit) its liability.

Appropriate public liability and all risks insurance cover should be obtained by the Client who will provide full details of such policy to the College on request.

The Client shall indemnify the College and keep the College indemnified against all direct, indirect and consequential losses or claims, demands, actions, proceedings, damages, costs or other liabilities without limitation and legal and other fees arising out of and in connection with the Client's hiring of/use of the College's facilities hired under these terms and conditions.

6. Health & Safety

Details of emergency procedures are displayed in all rooms and bedrooms across the College and are also circulated to the Client prior to the event. It is the responsibility of the Client to ensure that all its staff/delegates/invitees are familiar with the emergency instructions relating to the building(s) they are using. If the fire alarm sounds guests/delegates must vacate the building using the nearest designated fire exit, move to the assembly point and remain there until instructed to re-enter the building.

Lifts are not to be used during emergency evacuations.

All rooms have a designated maximum occupancy for fire safety reasons and the number of people in the room must not exceed this.

The Client should inform King's Venues at least 7 Working Days in advance of their event of any disabled guests/delegates and if any guests/delegates have special requirements. This will assist the College in making arrangements to accommodate any special individual requirements including arrangements in respect of access to/egress from College buildings and the provision of necessary facilities and services. The Client should inform the fire marshals/security upon arrival at the College of any expected guest with a disability. It is the responsibility of the Client to nominate a "buddy" within their group who can assist anyone who requires help to get to either the assembly point or nearest refuge (where provided).

With the exception of a trained assistance dog for which written authorisation has been obtained in advance from the College, Clients/guests/delegates may not bring to/keep any animal in the College buildings or grounds.

Smoking is not permitted in any College buildings/internal areas of the College. Smoking within the College grounds is not permitted except in areas designated for this purpose.

Hazardous, dangerous and/or illegal items/substances must not be brought onto College premises under any circumstances.

7. Publicity/Filming/Performances

Unless written permission in advance is provided by the College, the College's name or logo is not to be used in any publicity material or press reports for non-College events. Clients using the College's premises must make it clear in their publicity material and associated literature that the event is not part of the College's normal activities and that the College's name is only used as a means of identifying the location where the event is held, and furthermore that the College is in no way connected with the Client and has not sanctioned nor approved the content of any course or materials it offers.

Photographs of College buildings/rooms may only be published or used for publicity purposes with written permission from King's Venues.

If use of the College's name or logo or images of College buildings/rooms is agreed this would be subject to such terms as the College may impose.

No publicity materials may be affixed to the walls. Items affixed to walls, doors or woodwork will be removed and disposed of by College staff. Notice boards or signboards should be used where available and/or provided.

Requests for filming/photo shoots on College premises must be made to King's Venues at least 7 Working Days in advance. All requests will be subject to the College's Filming Policy and will require approval from the Public Relations Office and King's Venues. Appropriate charges will be levied.

The College does not generally have public performance licences for the College buildings or grounds. The Client is not permitted to sell, or to authorise others to sell any goods or tickets on College premises without the prior written consent of the College. The Client acknowledges that such sales are prohibited in certain College buildings.

8. Additional Services

Catering

Self-catering is not permitted at any College building (aside from Stamford Street and Great Dover Street Apartments). Stamford Street and Great Dover Street Apartments are sold on a room only basis (though guests must supply their own crockery, cutlery and cooking equipment).

Catering, where required by the Client, must be provided by the appointed College catering service providers, or purchased locally via College catering outlets. Food and drinks cannot be brought onto College premises either by the Client or other suppliers on behalf of the Client. Any breach of this condition will attract a corkage/additional fee (to be determined by the College) to compensate for loss of revenue.

Catering where required must be requested via King's Venues at least 8 Working Days prior to the start of the event. A minimum charge may be applicable at weekends (which will be advised at the time of booking).

Audio Visual

Audio visual equipment where required should be hired via King's Venues (at additional cost) and will be supplied and serviced by the College's in-house Audio Visual Services Unit. The Client may bring in their own equipment for personal use but must be able to demonstrate to the College's satisfaction that the equipment is electrically safe and provide certification of portable appliance testing (PAT) upon request. Third party audio-visual companies are not permitted to operate at any of the College premises without written permission from King's Venues and/or the College's Audio Visual Services Manager.

There are no parking facilities at any of the College campuses or residences. Guests/delegates arriving by car should make alternative arrangements for parking. All the College campuses/residences are easily accessible via public transport.

9. Notice

King's Venues are responsible for overseeing the College's conferencing, events and group accommodation bookings. All communications from the Client to King's Venues must be made using the following details:

Post: King's Venues, King's College London, Room K-2.86, Strand campus, London, WC2R 2LS or via email to kingsvenues@kcl.ac.uk
Telephone (where written notice is not required): 020 7848 1700.

The College may send written communications to the Client by post or by email to either the email address or postal address the Client specifies on the Booking Contract.

10. Anti-Bribery and Anti-Corruption

The College take their responsibilities in the areas of anti-bribery and anti-corruption very seriously. Accordingly, the Client must at all times:

- comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- comply with the College's anti-bribery and anti-corruption policies as updated from time to time (current versions of which are available from: <http://www.kcl.ac.uk/aboutkings/orgstructure/ps/audit/about/PolicyonTheft,FraudandCorruption1.pdf>; and promptly report to the College any request or demand for any undue financial or other advantage of any kind received by the Client or by any of the Client's staff in connection with the Agreement (whether before or after the Agreement was entered into).

Any breach by the Client of their obligations under this clause 10 shall entitle the College to immediately cancel the booking and terminate the Agreement in accordance with clause 4.

11. General Conditions

Residential hire

For group residential bookings (10+ guests) the Client is requested to nominate a responsible adult to be resident throughout the booking who will be answerable to, and responsible for, the conduct of those under their charge. The Client should ensure that the total number of persons using the accommodation should not exceed the number of people for which it has been booked.

Unless alternative arrangements have been made with King's Venues and/or the Residence Office, Clients, guests and/or delegates may check-in **after 14:00 on the day of arrival**. **Clients should advise King's Venues if groups are arriving early morning/late evening** to facilitate local check-in arrangements.

Guests must vacate and check-out of their rooms by 10:00 on the day of departure, unless alternative arrangements have been made with King's Venues and/or the Residence Office. For any room that is not vacated on time the College reserves the right to charge the Client for a further night's accommodation. All room keys must be returned by the Client upon departure from the College. The Client will be liable for a charge of between £5.00-10.00 for every key and/or swipe card not returned.

There are no curfews at the residences but all guests/delegates are requested to respect the quiet hours between 23:00 and 08:00. Failure to comply may result in the Residence/Duty Manager asking the guests/delegates to leave College premises and seek alternative accommodation.

Behaviour & Conduct

The Client shall be responsible for any wilful or negligent loss and/or damage to College furniture and equipment cause by the Client, or the Client's guests and/or delegates, including cleaning costs arising from smoking and other unauthorised behaviour. Furniture and equipment has been inventoried and must not be removed from or transferred between rooms.

Guests/delegates must conduct themselves in a responsible manner with due consideration to other guests/delegates, member of College staff or their agent, visitors or members of the public and must refrain from any behaviour which would bring the College into disrepute or cause discomfort or risk to others. The College is a busy working environment with teaching, learning and research taking place year-round and guests/delegates are asked to respect this.

Delegate lists

For conferences, events and group accommodation, a delegate list must be supplied to King's Venues at least 5 Working Days in advance of the start of the event. Failure to comply with this request may result in access to College buildings being denied.

Force Majeure

The College will not be in breach of these terms and conditions or otherwise liable to the Client in any manner whatsoever (including negligence) for any failure or delay in performing its obligations under the contract due to force majeure (force majeure being any act, event, omission or accident beyond the reasonable control of the College, including without limitation strikes, lockouts or other industrial disputes (whether involving the workforce of the College, its contractors, agents or otherwise), protest, act of God, war, national emergency, an act (or threatened act) of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, breakdown of plant or machinery, fire, explosion, leak, flood or storm, epidemic or default of suppliers or subcontractors).

In the event that due to a Force Majeure event the College (in its opinion) is unable wholly or substantially to perform its obligations to a Client, the College will promptly notify the Client accordingly and will refund and deposit(s) or pre-payments made.

12. Miscellaneous

The licence to use College premises in accordance with the booking details is personal to the Client and may not be assigned, sub-licensed, charged or otherwise dealt to any other person.

The failure of either party to exercise any rights under these terms and conditions shall not be deemed to be a waiver of that right.

No person other than the Client or College shall have the right to enforce any term of these conditions and the provisions of the Contracts (Right of Third Parties) Act 1999 shall not apply.

The Client has an obligation to tell its guests/delegates about these terms and conditions and to give them details and ensure they comply with them. It is a condition of booking that the Client accepts the terms & conditions and has made all guests/delegates who are party to the booking aware of them. Each guest/delegate must individually agree to comply with the terms & conditions against them individually where relevant.

This Agreement shall be governed by and construed in accordance with English Law and the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement. If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the Agreement to give effect to the stricken clause to the maximum extent possible.