

## SOLIHULL COLLEGE AND UNIVERSITY CENTRE

### EVENT CONTRACT - TERMS & CONDITIONS

#### 1. Introduction

1.1. Your booking of facilities and services at Solihull College and University Centre is made on the terms and conditions described in this document ("the Terms and Conditions"). You should read these carefully as, together with the Event Booking Form (as defined in Clause 2 below) they form an integral and binding part of your formal contract ("this Contract") with Solihull College and University Centre.

#### 2. Definitions

2.1. In these Terms and Conditions the following words and phrases shall have the meanings indicated:

**"Actual Numbers"** means the number of Participants who actually attend the Event;

**"Booking"** means the formal agreement between the Client and the College created when the Client signs the signature and acceptance section of these Terms and Conditions;

**"Booking Enquiry"** means the request by the Client for the College to provide facilities and/or services as described in the Proposal;

**"Charges"** means the amounts payable by the Client to the College for the facilities and/or services provided by the College in connection with the Event as set out in the Function Sheet (or any variation) and confirmed by the Client;

**"Client"** means the individual or organisation named above and in the Proposal;

**"College"** means Solihull College and University Centre, Blossomfield Road, Solihull, B91 1SB

**College's Premises"** means those buildings and facilities owned or controlled by the College that are made available to the Client and Participants;

**"Confirmation Date"** means the day 5 working days before the Event date, at which the Client is required to confirm and finalise Participant numbers and other details;

**"Event"** means the activity or activities for which the College's facilities and services are to be provided for use by the Client, as specified in the Proposal;

**"Event Booking Form"** means the detailed specification of the Client's requirements in respect of the Event, as communicated between the Client and the College;

**"Event Date"** means the first date on which the facilities and/or services of the College are used in connection with the event and any subsequent days if the event takes place over more than one day;

**"Maximum Number"** means the maximum number of Participants for whom the College will undertake to provide the requested facilities and/or services;

**"Minimum Number"** means the minimum number of Participants for whom the College will undertake to provide the requested facilities and/or services;

**“Participants”** means persons attending and participating in the Event;

**“Per-Head Charges”** means those elements of the overall Charges for the Event that are calculated on a per-head basis;

**“Planned Numbers”** means the number of Participants that the Client expects to attend the event and for whom the Client requests the facilities and services to be provided;

**“Quotation”** means the quotation given to the Client by the College setting out the Charges.

### 3. Numbers attending

3.1. At the time of making the Booking, the Client shall specify the Planned Numbers for the Event.

3.2. The Client may request a variation in the Planned Numbers up to the Confirmation Date. Any such variation in numbers shall result in a commensurate increase/decrease in the Per Head Charges.

3.3. In circumstances where a variation in the Planned Numbers causes them to fall below the Minimum Number for the facilities and/or services originally booked, the College shall have the right to relocate the Event to a more appropriate room or facility within the College’s Premises and/or to cancel the Event.

3.4 In circumstances where a variation in the Planned Numbers causes them to rise above the Maximum Number for the facilities and/or services originally booked, the College shall have the right to relocate the Event to a more appropriate room or facility within the College’s Premises and/or to cancel the Event.

3.4. After the Confirmation Date has passed, the College shall have the right to decline any further request by the Client for a variation in the Planned Numbers. In the event that a request for reduction in Planned Numbers is accepted by the College after the Confirmation Date has passed, the College shall not be under any obligation to make a corresponding reduction in any element of the Charges, and any decision to do so shall be entirely at the discretion of the College.

3.5. In the event that the Actual Numbers exceed the Planned Numbers, the College shall be entitled to increase the Per-Head Charges accordingly. Participant numbers will be taken into consideration when allocating the facilities and/or services for the Event. Delegate packages are available daily from 0830 until 1730. Special arrangements may be made for Events beginning or ending outside of these hours which may incur an additional charge. The College reserves the right to change allocated facilities and/or services at its absolute discretion and to vary its advertised facilities and services from time to time. No liability is accepted for any errors or omissions in the College’s brochures, advertising or marketing material.

### 4. Catering

4.1. Catering for the Event shall be provided or arranged by the College. The Client is not permitted to engage external caterers.

### 5. Payment of Charges

5.1. In consideration of the provision of the facilities and/or services the Client shall pay the Charges to the College in accordance with this Clause 5.

5.2. The College will issue its invoice for the full Charges usually within 5 working days after the Event has taken place. The Client will pay the invoice within 28 days of the date of the invoice.

5.3. Failure to pay the Charges in accordance with this Clause 5 will render the Client liable to pay interest on the outstanding sum at a rate of 4% per annum above the Bank of England base rate from the due date until the date of actual payment.

5.4. Unless stated otherwise by the College, Value Added Tax will be added to all Charges.

## 6. Cancellation by the Client

6.1. The Booking becomes a binding contract between the College and the Client upon receipt by the College of a signed copy of the Conference Centre Booking Form.

6.2. the Client may cancel the booking by giving the College at least 14 days' written notice of cancellation. If less than 14 days' written notice is given to the College then the College is entitled to charge the full amount of the Charges by way of cancellation fee.

## 7. Cancellation by the College

7.1. The College shall be entitled to cancel the Booking in the event that:

7.1.1. the Client becomes insolvent or, where the Client is an individual, he/she becomes subject to a bankruptcy petition; or

7.1.2. in the reasonable opinion of the College, it considers that the Event, or any persons associated with the Event, might damage the reputation or the Premises of the College.

7.1.3. the Client is more than 30 days in arrears of payments for previous Events held at the College.

7.2. In the event of cancellation pursuant to Clause 7.1 above, the College shall not be obliged to refund any monies paid by the Client and shall be under no liability to the Client or any other third parties for any loss which they may sustain in consequence of any such cancellation.

7.3. The College reserves the right to cancel/make amendments to any booking whether confirmed or not giving at least 14 days' notice in writing to the Client in which case the College will refund any monies paid by the Client or reserve the right to offer alternative facilities.

7.4. If by reason of inclement weather, national pandemic, Government imposed restrictions or any other event beyond the control of the College the College is unable to fulfil the substance of its obligations under this Contract, then the College will give the Client as much notice as is reasonably practicable (where possible, this notice will be given in writing but in some circumstances, this might not be practicable due to shortness of time in which case notice will be given verbally and confirmed in writing as soon as reasonably possible thereafter and shall be entitled to cancel this Contract by notice in writing to the Client. In such circumstances the College will refund any monies paid by the Client or reserve the right to offer alternative facilities.

7.5. In the event of cancellation pursuant to Clause 7.4 above, the College shall be under no liability to the Client or any other third parties for any loss which they may sustain in consequence of any such cancellation.

## 8. Clients' Use of the College's Premises

8.1. The Client will and will procure that its agents or representatives, and any Participants at the Event will:

8.1.1. comply with all health and safety and other statutory requirements relating to the College's Premises;

8.1.2. comply with the following College policies:

(a) Policy for Organising Events with External Speakers; [Organising-events-with-external-speakers.pdf](#)

(b) Safeguarding Young People and Vulnerable Groups; [Safeguarding-young-people-vulnerable-adults-policy-procedures.pdf](#)

(c) Health and Safety; [Health-and-safety-policy.pdf](#)

(d) Prevent Policy. [Prevent-policy.pdf](#)

8.1.3. not bring any dangerous or hazardous items to the College's Premises;

8.1.4. not act in any improper or disorderly manner and comply with the College's reasonable regulations and instructions in respect of its Premises, and observing always the College's no smoking policy;

8.1.5. indemnify the College on a full indemnity basis from and against all losses, claims, damages, costs, expenses and other demands suffered by the College as a result of the Clients use of the College Premises and for the Clients breach of any of the terms of this Contract.

## 9. Liability

9.1. The Client is responsible for ensuring reasonable and proper conduct by Participants. The Client shall be liable for any damage to the College's premises or equipment that results from the actions of the Client or the Participants.

9.2. The College will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the College's Premises either by the Client or a Participant.

9.3. The College excludes liability for any loss of profits and/or all liability for indirect or consequential loss or damage and/or of contracts.

9.4. The College's liability shall otherwise be limited to the Charges paid by the Client.

## 10. General

10.1. The Client shall keep confidential any information which they may acquire in relation to the business or affairs of the College and shall not use or disclose such information except as required by law. This obligation shall not apply where such information comes into the public domain otherwise than as a result of a breach by the Client.

10.2. This Contract sets out the entire agreement between the Client and the College. Any additional conditions or amendments shall be of no effect unless agreed in writing by both parties.

10.3. Where the provisions of this Contract conflict with the provisions of the Proposal and/or the Quotation, the provisions of this Contract shall prevail.

10.4. This Contract shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.