In welcoming you to our Conference Service it is important to read the Terms and Conditions contained in this document carefully as your acceptance of the 'Event Schedule' includes acceptance of the Terms and Conditions set out herein. The Terms and Conditions are made between ‘the Organiser’, the Conference Office referred to as ‘CO’ and Newcastle University referred to as ‘the University’.

This contract is between The Conference Office and the Organiser only, and does not include terms and conditions which relate to any other organisation through which you may have booked additional venues, facilities or catering for your event. You accept responsibility for paying all charges, including extras, of which you will be notified, which may arise under this contract. You may not transfer your rights under this contract to any other person or organisation. Unless the University accepts a booking direct from an agency or third party, all conditions will be the responsibility of the original contact. The University will not accept bookings being referred to an agency as immunity against conditions and as such will continue to liaise with the original contact.

1. RESERVATION

When all parties have agreed the dates and facilities required, the CO will send out an Event Schedule which will contain requirements of the specified event. A reservation is then held on a 28 day provisional basis subject to acceptance by the Organiser. Where the booking involves a short lead-time of 2 months or less the provisional hold period will be agreed on an individual basis by the CO.

The Event Schedule will detail the booking name, contact details of the organiser, accommodation, conference rooms, catering and other services being offered and the proposed costs, at the time of booking. The CO will assist with the coordination of all these booking elements.

Should the organiser wish to proceed with the booking, a signed acceptance of the Event Schedule must be returned to the CO within a 28 day reservation period.

For all new customers a credit application form will also be issued with the Event Schedule to complete and return at the Organiser’s earliest convenience, in advance of the event taking place. Any requirement for purchase orders should be set-up at this point.

Should the signed acceptance not be received within the 28 day period this will result in the reservation being cancelled without prior notification to the Organiser and the facilities being made available to other enquirers.

Where the reservation is made less than 28 days prior to the date of the event, the signed acceptance must be returned within 48 hours of the Event Schedule being sent to the Organiser.

2. GUARANTEED NUMBERS

The offer for residential accommodation is based on a minimum number of beds for each night of the stay, with an option to hold a further number of beds on a provisional basis. The minimum guarantee must be 75% of the total beds required. The option on provisional beds will be held on a first-refusal basis. In the event of another enquiry, the Organiser will be requested to confirm the number of additional beds required from the provisional figure. The Organiser will hold first option on these rooms but, in the event of the beds being required for another booking, will be asked to include them within the minimum guarantee or release them. In any event, the option to take up the provisional rooms must be confirmed four weeks prior to arrival.

Where the reservation is made less than 28 days prior to the date of the event all rooms holding will be charged in full.

3. CONFIRMATION

Upon return of the signed Event Schedule the CO will acknowledge this with confirmation via email or post to the Organiser.
The Organiser’s acceptance of the booking, acknowledges that all charges as set out in the Event Schedule will be paid unless amended or cancelled as detailed in Clauses 4, 5 and 6.

Where the provision of catering forms part of the booking, the Organiser must provide confirmation of delegate numbers at least 14 working days prior to the event, as per Catering Terms and Conditions.

4. POSTPONEMENTS

If the Organiser needs to amend the date of the event, the CO will endeavour to move to a mutually acceptable alternative within six months of the original event date. If the original venue is not available, the CO will, where possible, offer an alternative venue of similar standing. If a postponement is not reasonably possible, the booking will be treated as a cancellation as detailed in Clause 6.

5. AMENDMENTS AND VARIATIONS TO THE BOOKING

If the Organiser wishes to make amendments to the event prior to the start date, the CO must be notified as soon as reasonably practicable, but at least 10 days prior to the event taking place.

If the amendments are possible, the CO will send the Organiser an updated Event Schedule to sign and return.

The Event Schedule will detail all original and additional requirements as per the amendments and provide the new event cost.

Amendments which include a reduction in the number of delegates and a subsequent request to move to a smaller venue are not possible. If the request relates to a reduction in catering for delegates, a 14 day advance notice is required and may be subject to the cancellation terms as stated on the separate Catering Terms and Conditions, outlined on the catering menus.

Each new Event Schedule signed by the Organiser will supersede any previous Event Schedule.

Final details relating to accommodation, meeting room setups, portering and AV services will be requested by the CO a minimum of 14 days prior to the booking, subject to availability.

6. CANCELLATIONS

6.1 In the event of cancellation by the Organiser or reduction in the minimum guaranteed numbers, the following cancellation charges will apply to room hire and accommodation charges only. For catering terms and conditions please refer separately to the individual Catering menus.

   Period of Notice Charge:
   - 12 or more months – no charge
   - Between eight and 12 months – 10%
   - Between six and eight months – 25%
   - Between four and six months – 50%
   - Between one and four months – 75%
   - One month or less – 100%

6.2 The CO reserves the right to alter or cancel any booking only for reasons beyond our control. Under these circumstances, all reasonable efforts will be made to offer you an alternative service provision. The CO cannot accept responsibility if the service cannot be provided due to industrial action or any other cause beyond our control, provided we could not have avoided the effects by taking reasonable steps.

6.3 If, due to circumstances beyond the CO control a reservation is cancelled no charges will be made.

7. PRICE VARIATIONS AND VAT

In the event of circumstances beyond the CO control (e.g. increases in the standard rate of VAT or statutory changes which increase staffing or food and beverage costs) the CO reserves the right to pass on to the Organiser any increased charges. The CO will inform the Organiser in writing, usually by email, of any such possibility. The increase will not exceed 10% of the final sum calculated for the booking and must be relayed to the Organiser within 48 working hours of the CO becoming aware of such changes.

All prices quoted provide a breakdown of net and VAT charges where applicable on the Event Schedule.

Where events are considered to be exempt from VAT and are subsequently challenged by Customs and Excise, the CO reserves the right to pass on to the Organiser any VAT charges due. A VAT exemption certificate, if applicable, must be returned with the Event Schedule acceptance.
8. **INVOICING AND PAYMENT OF ACCOUNTS**

A final invoice will be submitted to the Organiser within one month of the event taking place. Payment should be made to Newcastle University by one of the methods stated on the invoice within 30 days of the date of receiving this.

The CO regrets that individual accounts to delegates cannot be issued and no third party costs can be carried onto the final invoice, please refer to Clause 19.

9. **LICENSING AND STATUTORY REGULATIONS**

The University is required to comply with the relevant legislation relating to music, dancing and entertainment in respect of events and the Organiser must comply with all the requests and requirements in respect of these legal obligations. See Appendix I.

The Organiser must maintain free access to fire exits and car park exits at all times during the event.

10. **LIABILITY**

The University shall not be liable whether in contract, tort or otherwise for any indirect, consequential or economic losses or loss of profits howsoever arising from the Booking and Event.

The University will accept liability for direct loss to property caused by its own negligence or breach of contract. In no event will the University’s liability for any loss or damage under this contract or in tort (including negligence) exceed the relevant insurance cover the University has in place at the time of the event.

The University does not hereby exclude or restrict its liability in respect of death or personal injury resulting from its own negligence or that of its employees or agents.

11. **DAMAGE TO PROPERTY BELONGING TO THE UNIVERSITY OR THIRD PARTIES**

The Organiser shall accept responsibility for and indemnify the University against all claims:

- for loss or damage to the premises and their contents occupied or used during the period of hire where such loss or damage is caused by, or occurs as a result of any negligent action taken by the Organiser, his agents, contractors or third parties;
- made by, or against, the Organiser, his servants, contractors, agents, licensees and those for whom the accommodation has been booked arising from loss or damage to property or bodily injury to the Organiser, his servants, contractors, agents or any third parties.

12. **INSURANCE**

The Organiser is advised to arrange the appropriate insurance to cover liabilities as outlined at Clause 11. Any external suppliers coming on-site in relation to an event will need to provide Public Liability Insurance if applicable.

13. **RISK ASSESSMENTS**

A generic risk assessment will be issued in the run up to your event together with some Health & Safety questions, where you should advise us of any special requirements while on site eg wheelchair users who may require an Evac Chair in the case of emergency. We will inform our staff trained for the use of Evac Chairs or we can instruct you in their use if your event is taking place 'out of hours'. Prior notice should be given if bringing large items of equipment on site, additional materials eg. Liquids, inflammable materials, or plan to conduct any physical demonstrations during your event.

14. **SMOKE FREE CAMPUS**

Smoking (including the use of electronic cigarettes) is not permitted in any University premises or associated grounds including private areas deemed as study-bedrooms, flats and houses and by entrances to buildings where smoke can be drawn into the buildings. Smoking is only permitted in external designated smoking areas within the grounds and we reserve the right to approach any persons not adhering to this.

15. **BEHAVIOUR ON PREMISES**

The Organiser must ensure that they, their staff and delegates/attendees at the University behave in such a way that they do not cause a nuisance or unreasonable disruption to the University, its students, members or employees, or to any other visitor to the University. The University reserves the right to require any such person
to leave the premises, if in the University’s sole opinion his or her standard of behaviour is unacceptable, or to suspend or cancel the event without liability, if in the University’s reasonable opinion the circumstances require such action whilst the event is in progress.

The Organiser agrees to pay the University for any loss of liability of any kind to persons or property which results from any member of the event or person visiting the event, failing to obey any policy or code of practice.

16. ANIMALS AND PETS

Animals and pets are excluded from University premises unless it is a requirement for a person with a disability.

17. AUDIO VISUAL EQUIPMENT

Any audio visual equipment is hired to the Organiser for use only in those rooms detailed in the Event Schedule. AV equipment specific to the room hired, eg screen, data projector, PC & sound system are included in the room hire rate. Additional costs may be incurred for technical assistance and other equipment not included in the basic room hire charge unless otherwise stated. Personal AV equipment is not permitted on University premises without prior written consent of the University. This does not apply to laptop and desktop computers. If connection to any information technology network or system of the University is required in respect of such equipment this must be agreed with the University in advance. Organisers are responsible for providing their own cables to connect to equipment if bringing their own laptop. Any equipment, other than laptops, mobile phones and other personal devices, brought on to site must be PAT tested and proof of testing provided. The University reserves the right to refuse such connection at its own discretion.

18. CAR PARKING

Parking on campus is limited. Should the Organiser require car parking please contact the CO who will advise on availability and costs from the Estates Service. Further information can be issued for external city centre parking when permits are unavailable.

19. SERVICES PROVIDED BY A THIRD PARTY

If the Organiser requests the CO to arrange for a service provided by any person or organisation outside the University, the CO will only act as an agent. Any resulting contract and or charges are between the Organiser and the person/organisation providing the service. The third party will be treated as a person visiting the event at the University.

20. USING THE UNIVERSITY’S NAME WITHOUT PERMISSION

The Organiser must not use:

- Any hand-written signage for display;
- The name ‘Newcastle University’;
- The University’s crest logo;
- The name or logo of any University School, Institute or Service or use any photographs of any part of the University without written permission from the University.

For further information please contact:

The Conference Office
King’s Gate
Newcastle upon Tyne
NE1 7RU

Tel: 0191 208 1978
Fax: 0191 208 6313
Email: conference-team@ncl.ac.uk

Terms & Conditions updated: May 2017
Next Review date: May 2018
Policy owner: Hannah Gales / Lynn Shaughnessy
APPENDIX I

PRS FOR MUSIC
INFORMATION FOR HIRERS

Before any performance of copyright musical works can be given in public, those responsible for the event are required to obtain the permission of the owner of the copyright of the works concerned.

Obviously, if each music user were to have to seek out separate permission for each individual work to be performed, the administrative burden would be extremely onerous. Through the PRS it is possible to obtain permission to use virtually any copyright works (the exceptions are in certain specialised areas such as ‘grand rights’) by applying for a licence and paying the appropriate royalties. As Newcastle University have their own licence with PRS, the hirer does not need to apply personally. The licensing arrangements will be taken care of by Newcastle University, however they need to provide certain information to PRS in order that the appropriate fee can be assessed.

Please provide us with a full set list or programme of music played. Blank set lists can be requested from Newcastle University. Box office receipts are also required, as they calculate the charge made to the university, we ask for Gross Box Office Receipts (net of VAT).

Please co-operate with Newcastle University over the provision of this information which they are contracted to supply to PRS. Failure to do so can result in performances being unauthorised and our rights being infringed. In such cases PRS will take action as necessary to protect its members’ rights.

Should you have any further queries please do not hesitate to contact the PRS University Team on 0870 333 7003.