

Conditions of Contract for Hiring Facilities for Events at the University of Manchester

1. Definitions

1.1 In these Conditions the following expressions shall have the following meanings:

“Attendee” means any person on behalf of whom the Contract is made by the Hirer;

“Conditions” means the terms and conditions contained herein;

“Contract” means these Conditions and any other communications in writing between the parties in respect of the Event and if there shall be any inconsistency these Conditions together with the University’s written confirmation of the booking shall prevail;

“Event” means the meeting, conference, exhibition, sporting event or other occasion in respect of which the Contract is made;

“Facilities” means the accommodation, meeting rooms, event space, equipment and personnel stated in the Contract;

“Fitments” means exhibition stand, stage set, banners, marquees and any other materials brought on to the Premises.

“Inflation” means increases in all usual business costs.

“Hirer” means, firm, company or organisation with whom or in whose name and on whose behalf the Contract is made;

“Premises” means the part of the University where the Event is to be held mentioned in the Contract including any accommodation hired in respect of the Event and any other part of the University to which the Hirer has access;

“Site Manager” means the person appointed by the University at the time of booking for all sporting events

“University” means The University of Manchester whose administrative address is Oxford Road, Manchester M13 9PL;

1.2 These Conditions shall be deemed to be incorporated in all contracts of the University to hire the Facilities and the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a representative on behalf of the University.

1.3 If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the Contract, the remaining Conditions shall continue to apply in full force and effect.

2. Bookings

2.1 No contract shall exist between the University and the Hirer until the Contract has been signed by the Hirer, any deposit (“the Deposit”) as specified in Clause 2.2 paid and the booking confirmed in writing by a representative of the University. The Hirer must disclose to the University the purpose of the hire, the Hirer must use the Facilities for that purpose only.

2.2 The Deposit (which is non-returnable in the event of non-attendance, or cancellation or other non-performance or default by the Hirer) shall be a sum equal to 20% of the income which the University estimates it will receive from the Hirer in respect of the Event, including any residential accommodation (the “Estimated Net Income”). Value Added Tax will be applied as necessary to deposit invoices. If a Contract is received without a Deposit, the Hirer shall have only a provisional booking, and until the Deposit is accepted by the University, the University shall be entitled to cancel the booking without liability.

2.3 The University reserves the right to vary the details stated in the Offer Schedule or Booking Contract unless it is returned signed by the Hirer within 14 days of despatch by the University.

3. Information to be supplied

3.1 After receiving confirmation of its booking from the University, the Hirer shall provide the following information in writing to the University:

3.1.1 Not later than 4 (four) weeks before the commencement of the Event, firm bookings for all Facilities with details stating in the case of residential bookings:

- (i) Male/Female
- (ii) Children
- (iii) Disabled requiring adapted bedrooms
- (iv) Persons requesting adjacent or twin occupancy rooms;

3.1.2 For all bookings:

- (i) any special dietary requirements; and
- (ii) information relating to the Hirer’s requirements for: catering, I.T. audio-visual equipment, disabled persons access; security; additional cleaning or litter clearance; conference telephone line; additional furniture and electrical requirements;

- 3.1.3 Not later than 4 (four) weeks before commencement of the Event, the best estimate of the minimum number of staff to be engaged by the Hirer to ensure the preservation of good order and public health and safety in the Premises. If in the University's opinion the number of staff proposed by the Hirer are not sufficient for the preservation of good order and public health and safety, the University reserves the right to appoint additional staff as necessary at the cost and expense of the Hirer; .
- 3.1.4 Not later than 4 (four) weeks before the commencement of the Event, all details of arrangements for Fitments that may be required in connection with the Event together with plans and particulars of such Fitments. No such Fitment shall be erected until the University has provided written approval, such approval is at the University's sole discretion and may be granted subject to such conditions as the University considers appropriate;.
- 3.1.5 In exceptional circumstances the University may agree to allow the Hirer to provide its own catering facilities (whether itself, through a third party or otherwise) and in which case 4 (four) weeks before the Event the Hirer must comply with the conditions set out in Clause 12(3);
- 3.1.6 Not later than 4 (four) weeks before the commencement of the Event, a full programme of the Event drawing the University's attention to any activity planned for the Event that might cause a nuisance to or have an adverse impact on the University or other users of the Facilities ;
- 3.1.7 Not later than 4 (four) weeks before commencement of the Event, a copy of the Hirer's child protection policy where the event involves children/young people under the age of 18 years;
- 3.1.8 Not later than 4 (four) weeks before commencement of the Event, the risk assessments of the Event carried out by the Hirer for all activities both sporting and non-sporting to take place at the Premises;
- 3.1.9 Not later than 7 (seven) days before the commencement of the Event, the final numbers;
- 3.1.10 Any such other information as the University may require.

4. Charges

- 4.1 The Hirer shall pay for Facilities at the rates specified in the Contract. If any additional Facilities are agreed after the Contract has been issued, the charges will be made by the University and will be payable as set out in Clause 6.1.4.2 unless otherwise expressly stated to be firm price, the Contract will be subject to inflation at the current rate.
- 4.3 The Contract will confirm whether the prices include or exclude Value Added Tax (where payable) which will be charged at the standard rate. Where Value Added Tax is applicable, all payments under this Agreement shall be accompanied by Value Added Tax at the rate for the time being in force.

5. Additional Costs

- 5.1 The Hirer agrees to pay for any loss or extra cost incurred by the University through the Hirer's instructions or lack of instructions or through any act or default on the part of the Hirer, its servants, agents or employees (including any Attendees).

6. Terms of Payment

- 6.1 Unless otherwise agreed in writing by the University and in addition to the Deposit, accounts must be settled as follows:
 - 6.1.1 3 (three) months before the date of commencement of the Event, on receipt of an invoice 30% of the Estimated Net Income;
 - 6.1.2 1 (one) month before the date of commencement of the Event, on receipt of an invoice 20% of the Estimated Net Income;
 - and
 - 6.1.3 after the Event on receipt of an invoice final payment of the outstanding monies.
- 6.2 Without prejudice to any other rights in these Conditions, if the sums stated in Clause 6.1 are not paid within the time limit set down the University shall be entitled to cancel and determine the booking. Without prejudice to any other rights it may have the University reserves the right to charge interest at 8% above the then current Base Rate of the Barclays Bank plc on overdue accounts.
- 6.3 Notwithstanding the above, payment of all accounts shall become due and payable in full upon the occurrence of any of the events referred to in Clause 7.1 and 13.

7. Cancellations and Reduction in Numbers

- 7.1 No booking shall be deemed cancelled without the written agreement of the University and the Hirer and upon the payment to the University of the following cancellation charges:
 - 7.1.1 If the Event is cancelled more than 6 (six) months before the commencement date of the Event then the University will retain the Deposit or (if no deposit has been paid) 20% of the Estimated Net Income will be payable to the University by the Hirer;
 - 7.1.2 If the Event is cancelled more than 3 (three) months but less than 6 (six) months before the commencement date of the Event then the Hirer will pay to the University 50% of the Estimated Net Income save that any deposits or pre-payments received will be off-set against these amounts;
 - 7.1.3 If the Event is cancelled more than 1 (one) month but less than 3 (three) months before the commencement date of the Event then the Hirer will pay to the University 75% of the Estimated Net Income save that any deposits or pre-payments received will be off-set against these amounts;

- 7.1.4 If the Event is cancelled less than 1 (one) month before the commencement date of the Event the Hirer shall pay to the University the fee of 90% of the Estimated Net Income save that any deposits or pre-payments received will be off-set against these amounts;
- 7.2 In the event that the University is able to re-let the whole or any part of the Facilities during the time at which the Event would have been held, the University will, after receipt of actual payment for the use refund to the Hirer the cancellation fee paid under Clause 7.1 less any reasonable administrative costs incurred in organising a replacement event.
- 7.3 If the Hirer becomes aware that there will be a reduction in the minimum numbers agreed between the parties at the time the Contract was entered into then the Hirer must immediately notify the University. The University is under no obligation to reduce the charges due under the Contract as a consequence of the reduction in minimum numbers by the Hirer and reserves the right to charge the Hirer the full amount stated in the Contract based on the original minimum numbers agreed.

8. Responsibilities of Hirer

- 8.1 The Hirer Shall:
- 8.1.1 inform all Attendees of the safety and evacuation procedures;
 - 8.1.2 ensure that Attendees keep to the meeting rooms / event spaces allocated and do not interfere with any other groups or individuals that may also be at the University;
 - 8.1.3 ensure that single bedrooms are occupied by one person only and twin and double bedrooms by no more than two persons, unless otherwise agreed by the University in writing;
 - 8.1.4 ensure that all residential accommodation is vacated by 09.30 on the day of departure;
 - 8.1.5 use its best endeavours to ensure that all Attendees act at all times in a careful and peaceful manner and cause no damage to any persons or property that may be on the Premises during the Event;
 - 8.1.6 ensure that any electrical wiring installation required for the Event is carried out by a qualified contractor approved in advance in writing by the competent authorities;
 - 8.1.7 forthwith upon conclusion of the Event remove all property belonging to the Hirer and all refuse and waste materials which may have accumulated in and on the Premises during the Event. If the Hirer defaults on this Clause 8.1.7, the University is entitled to remove such property and waste materials and refuse and the Hirer shall indemnify the University in respect of the cost thereof. The University does not accept responsibility or liability whatsoever for any goods or property of any person left in or upon the Premises after the expiration of the Event;
 - 8.1.8 abide by all fire regulations, whether statutory or otherwise, and leave all fire points, exits and fire equipment unobstructed and available for immediate use.
 - 8.1.9 keep all staircases, gangways, passages, entrances or exits within the Premises free from obstruction at all times;
 - 8.1.10 ensure that all Attendees comply at all times with these conditions;
 - 8.1.11 ensure that all legislation relating to the use of the Facilities for the Event, and the duty to obtain any licence or approval from any person or authority is complied with;
 - 8.1.12 ensure that the maximum number of Attendees is not exceeded.
- 8.2 Where Events are taking place in the form of an exhibition, the Hirer shall comply at all times with the Exhibitors Code of Practice issued by the University at the time of booking.
- 8.3 The Hirer shall ensure its servants, agents, employees or Attendees do not commit any act of racial or sexual harassment or do anything which may bring the University into disrepute and guarantees to pay for any losses or costs incurred as a breach of this Clause 8.3.
- 8.4 The Hirer shall be responsible for providing full first aid cover for the duration of the Event.

9. Loss or damage to property

- 9.1 The Hirer shall indemnify the University and keep the University indemnified against all losses, costs (on a full indemnity basis) claims, demands, awards and expenses arising directly or indirectly from:-
- 9.1.1 the Hirer's or any Attendee's use of the Facilities
 - 9.1.2 any claim as a result of or partly as a result of:
 - (i) the negligence of the Hirer, its servants, agents or employees or any delegate; or
 - (ii) any breach by the Hirer or any delegate of any of these Conditions; or
 - (iii) the supply of food or beverages by the Hirer or any person directly or indirectly under the control of the Hirer (including Attendees).
- 9.2 Attendees use all amenities and facilities of the University at their own risk, and the University does not accept responsibility for the loss or damage to any property brought on to the Premises by the Hirer or any Attendee. The Hirer shall indemnify the University against all damage which may be done to the Premises, and all damage to, and loss of any Fittings arising through or in the course of the Contract and against the making goods, repairing, replacement thereof. The University will be the sole judge of the nature and amount of any damage done or loss suffered.
- 9.3 The liability of the University to the Hirer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the charges paid by the Hirer under the Contract or where the University's liability is covered by an appropriate insurance policy, such liability shall not exceed the single incident limit specified in that policy. For the avoidance of doubt nothing in these Conditions shall have the effect of excluding or restricting the University's liability to the Hirer for death or personal injury caused by the negligence of the University.
- 9.4 The Hirer must take out suitable insurance regarding the liabilities arising from the above Clauses which may not be covered by the Hirer's existing policies. In particular the Hirer must take out, Employer's Liability Insurance and Public Liability Insurance in the sum of £5,000,000 for any one occurrence but unlimited in total.

10. Consequential Loss

10.1 Subject to Clause 9.3, the University shall have no liability for any:

- 10.1.1 loss of profit (direct or indirect);
 - 10.1.2 loss of revenue, loss of production or loss of business (in each case whether direct or indirect);
 - 10.1.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);
 - 10.1.4 loss of anticipated saving or loss of margin (in each case whether direct or indirect);
 - 10.1.5 liability to third parties (whether direct or indirect); or
 - 10.1.6 indirect, consequential or special loss,
- arising out of or in connection with this Contract, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including negligence and any liability under an indemnity contained in this Contract and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any obligations under this Contract.

11. Force Majeure

11.1 The University shall not incur any liability to the Hirer if it is unable to provide any or all of the Facilities by reason of any cause or circumstances outside its control including but not limited to strikes, lock-outs, accidents, war, fire, flooding, reduction in or failure of power supplies, students' demonstrations and sit-ins.

12. Rights Reserved and Miscellaneous

12.1 The University reserves the right to refuse admittance to or to refuse to serve any Attendee or person at its discretion.

12.2 Without the previous consent in writing of the University neither the Hirer (its employees, agents or sub-contractors) nor any Attendee shall:

- 12.2.1 display any flags, banners, emblems, or other decorations inside or outside any part of the Premises;
- 12.2.2 bring food and/or drink on to the Premises;
- 12.2.3 bring any caravans or tents onto the University grounds; or
- 12.2.4 bring any electrical appliances other than personal items for individual use (excluding kettles and such other items as the University may specify details of which the Hirer may obtain from the University's Conference Office on request) onto the Premises;
- 12.2.5 bring any pet (except working dogs) onto the Premises.

12.3 In the event that the University provides its consent to the Hirer providing food or beverages this consent shall be conditional on and subject to the Hirer (and its employees, agents or sub-contractors, as appropriate):

- 12.3.1 obtaining all appropriate Local Authority registrations and any other third party consents or registrations needed for the provision of food and beverages at the Premises;
- 12.3.2 having in place public liability insurance cover of at least £5million in respect of any one incident; and
- 12.3.3 providing the University with a list of all persons who will be involved in the preparation and/or provision of the food and beverages (including details of all such persons qualifications appropriate to the provision of catering facilities).

12.4 The University has a Code of Practice on Freedom of Speech a copy of which may be supplied to the Hirer on written request. The Hirer shall at all times comply with the Code of Practice on Freedom of Speech and any additional conditions imposed by the University as a result. For the avoidance of doubt the Hirer should note the University's right to terminate the Contract under clause 13.1.4.

12.5 Keys which are not returned at the end of the Event will be charged to the Hirer at cost price.

12.6 The Hirer shall not use the Premises for the holding of any sale by auction unless approved in writing by the University nor for the purpose of any gaming, wagering, betting or game of chance nor for cooking or self-catering (save cooking in full view of the public for the purpose of demonstration).

12.7 Smoking is prohibited in the Premises at all times.

12.8 No vehicles may be brought into any buildings unless permission has been given in writing and they are empty of fuel.

12.9 The Hirer its employees, agents, sub-contractors or Attendees must not use the Premises for any illegal activities.

12.10 The Hirer is responsible for applying for any other necessary licences in advance of the Event and supplying the original permissions to the University.

13. Termination by the University

13.1 The University shall have the right to immediately terminate the Contract if the Hirer including its employees, agents, sub-contractors or Attendees are :

- 13.1.1 in breach of any of its obligations under the Contract; or
- 13.1.2 found to have participated in any illegal activity on the Premises during the Event; or
- 13.1.3 unable to make prompt payment of the charges due under this Contract or the University has reasonable grounds to anticipate that the Hirer will have difficulties in paying its debts as they fall due.
- 13.1.4 in the University's reasonable opinion (such decision to be final and conclusive) in contravention of the University's Code of Practice on Freedom of Speech.

In any such case listed in clauses 13.1.1 to 13.1.4, the University in its absolute discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part any and every Contract between the University and the Hirer and may (without prejudice to the University's right subsequently to determine the Contract for the same cause should it so decide) by notice in writing withdraw all or such part of the Facilities as it may decide at any stage prior to or during the Event.

The University of Manchester, Armitage Centre, Moseley Road, Fallowfield, Manchester M14 6HE (Tel. 0161 306 9977)

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- 13.2 If the University terminates the Contract under Clause 13.1 above the University shall retain the Deposit and any other sums paid by the Hirer up to the date of termination.

14. General

- 14.1 Nothing in these Conditions shall operate to confer upon the Hirer or any other person a tenancy or exclusive occupation of the whole or any part of the Premises.
- 14.2 The University reserves the right for operational reasons to vary the Facilities to be used by the Hirer at its discretion both before and during the period of hire.
- 14.3 No waiver by the University of any of its requirements or of any of its rights shall release the Hirer from the full performance of its remaining obligations under the Agreement.
- 14.4 The Hirer shall not use the name or logo of the University in any press release, endorsements, product advertising or for any other commercial purpose without the prior written consent of the University.
- 14.5 Both parties shall fully comply with all statutory legislation applicable to the Contract.
- 14.6 Neither party may assign or sub-contract all or any part of any benefit of or interest, right or licence in or arising under this Contract without the prior consent of the other party.
- 14.7 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or other form of joint venture between the parties or constitute or be deemed to constitute either party the agent or employee of the other for any purpose whatsoever.
- 14.8 No person who is not a party to this Agreement is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 14.9 The Contract shall be governed by and construed in accordance with English law and the University and the Hirer agree to submit to the non-exclusive jurisdiction of the English Courts.