

### **Hyatt Regency Hotel and Hyatt House Hotel, Oxford Road, Manchester**

This booking is subject to the attached Conditions of Contract for Booking Accommodation at the Hyatt Regency Hotel and Hyatt House Hotel, Manchester (**Conditions**) which, forms the contract between the Client and the University.

**Important:** Please note, if the Client cancels or amends the Booking with less than 180 days' notice, charges are due in line with clause 7 of the Conditions depending upon how much notice of the change is given.

## Conditions of Contract for Booking Accommodation at the Hyatt Regency Hotel and Hyatt House Hotel, Oxford Road, 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 Client;

**Booking** means the reservation of bedrooms for any number of Room Nights at the Hotel made by the University for the Client and as set out in the Schedule and in respect of which the Contract is made;

**Charge** means the total sum payable by the Client to the University for the Booking calculated in accordance with clause 4 and set out in the Schedule;

**Client** means the firm, company, organisation or University Department with whom or in whose name and on whose behalf the Contract is made as specified in the Schedule;

**Conditions** means these terms and conditions;

**Contract** means together these Conditions, the Schedule and the Appendix;

**Deposit** means a non-refundable sum equal to 20% of the total Charge for the Booking as set out in the Schedule;

**Hotel** means the property situated on Oxford Road, Manchester and which is comprised of the Hyatt Regency Hotel and/or the Hyatt House Hotel;

**Room Night** means each night for which an individual bedroom is booked;

**Room Rate** means the price for each bedroom specified in the Booking as published from time to time by the University. For the avoidance of any doubt, the Room Rate excludes any extra charges that may be made for food, beverages, telephone, internet access, entertainment or other services (whether provided in-room or otherwise);

**Schedule** means the schedule attached to these Conditions setting out the details of the Booking;

**Stay Date** means the first Room Night of any Booking;

**University** means The University of Manchester, Oxford Road, Manchester, M13 9PL, Royal Charter No. RC000797.

1.2 These Conditions shall apply to the Contract unless expressly varied in writing and signed by a representative on behalf of the University.

1.3 No other terms and conditions shall apply to the Contract, including any that are purported to apply by the Client following the issue of a purchase order or any other documentation issued by the Client to the University in relation to the Booking.

1.4 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 If the Booking is for 50 Room Nights or more, a Deposit is payable at the time of Booking.

2.2 No contract shall exist between the University and the Client, and the Booking will remain provisional, until the Client has provided written confirmation (normally by email) that the

Conditions and details of the Booking have been accepted and, where relevant, any Deposit paid. Until the Deposit is received by the University, the University shall be entitled to cancel the Booking without liability.

2.3 The Deposit is non-returnable in the event of non-attendance, or cancellation or other non-performance or default by the Client. Value Added Tax will be applied as necessary to the invoice for the Deposit.

2.4 The University reserves the right to vary the details stated in the Booking unless it is accepted by the Client within the date specified at the time of issue.

### 3. Information to be supplied and data protection

3.1 Not later than 4 (four) weeks prior to the Stay Date, the Client shall provide in writing to the University confirmation of final numbers for the Booking.

3.2 Not later than 2 (two) weeks prior to the Stay Date, the Client shall provide in writing to the University confirmation of the names of Attendees. This personal data will be transferred by the University to the Hotel for the purposes of administering the Booking. The University will only keep this personal data for as long as is necessary to manage the Booking and deal with any enquiries that may be raised by the Client or the Attendee about the Booking. Following transfer of this personal data, the Hotel will process this personal data as a data controller in accordance with its privacy notice, which can be found at the following link:  
[https://www.ihg.com/content/gb/en/customer-care/privacy\\_statement](https://www.ihg.com/content/gb/en/customer-care/privacy_statement)

### 4. Charge

4.1 The Client shall pay for the Booking at the Room Rate multiplied by the number of bedrooms required at each relevant Room Rate multiplied by the number of Room Nights.

4.2 Unless otherwise stated in the Contract, the Room Rate does not include Value Added Tax, which will be added to the Charge (and where relevant, the Deposit) and paid by the Client in addition.

### 5. Additional costs

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

### 6. Terms of payment

6.1 Unless otherwise agreed in writing by the University, the University will invoice the Client for the Charge (less any Deposit if applicable) immediately after the last Room Night of the Booking.

6.2 All invoices must be paid by the Client within 30 days of receipt of the invoice by the Client. The University's details for payment are set out in the Schedule.

## Conditions of Contract for Booking Accommodation at the Hyatt Regency Hotel and Hyatt House Hotel, Oxford Road, Manchester

6.3 Time is of the essence in respect of the Client's obligations in this clause.

6.4 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.

6.5 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 clauses 7.2 and 12.

### 7. Cancellations and reduction in numbers

7.1 The Client may cancel or amend the Booking without charge at any time with more than 180 days' written notice. If less than 180 days' written notice is given, cancellation charges are due in line with the rest of this clause 7.

7.2 No Booking shall be deemed cancelled or numbers of bedrooms or Room Nights reduced without the written agreement of the University and the Client. The following percentages of booked rooms may be cancelled or reduced by the Client without charge, depending upon when the cancellation or reduction is agreed:

Point at which the Booking is cancelled or reduced	Percentage of booked bedrooms that may be cancelled without charge
180 days or more before the Stay Date	Up to 100%
Between 179 days and 120 days before the Stay Date	Up to 50%
Between 119 days and 30 days before the Stay Date	Up to 25%
Less than 30 days before the Stay Date	None

7.3 Any bedrooms cancelled or reduced by the Client in excess of the percentages set out in the table above shall be chargeable by the University to the Client at the full applicable Room Rate, together with any applicable VAT which shall be payable by the Client in addition.

7.4 Any Deposit paid will be off-set against any cancellation charges payable.

7.5 The Client agrees that, if it cancels or reduces the Booking, the University will suffer a loss, depending upon the date of the cancellation or reduction, and that the cancellation charges payable under clause 7, are:

- 7.5.1 a genuine attempt to pre-estimate that loss; and
- 7.5.2 that the charges are a reasonable and proportionate sum to protect the University's legitimate commercial interest.

### 8. Responsibilities of Client

8.1 The Client shall:

- 8.1.1 ensure that all bedrooms are vacated by the check-out time stated on the Schedule;
- 8.1.2 ensure that Attendees comply with these Conditions;
- 8.1.3 comply with and ensure that Attendees comply with any general terms and conditions of use of the Hotel notified to the Client and/or the Attendees from time to time by the operator and/or owner of the Hotel as the case may be.

### 9. Loss or damage to property

9.1 The Client shall indemnify the University and keep the University indemnified against all losses, costs (on a full indemnity basis) claims, demands, damages, awards and expenses arising directly or indirectly from:-

- 9.1.1 the Client or any Attendee's use of the Hotel;
- 9.1.2 any claim as a result of or partly as a result of:
  - (i) the negligence of the Client, its servants, agents or employees or any Attendee; or
  - (ii) any breach by the Client or any Attendee of any of these Conditions.

9.2 The University arranges the Booking on behalf of the Hotel, and it is the Hotel that is providing the accommodation. Attendees use all amenities and facilities in the Hotel at their own risk, and the University does not accept responsibility for the loss or damage to any property brought on to the Hotel by the Client or any Attendee. Attendees may be required to comply with the Hotel's terms and conditions of booking as may be notified by the Hotel to the Attendee from time to time.

9.3 The liability of the University to the Client for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the Charge 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 Client for death or personal injury caused by the negligence of the University or for any other liability that it would be unlawful to exclude or restrict.

9.4 The Client must take out suitable insurance in relation to its liabilities under the Contract which may not be covered by the Client's existing policies.

### 10. Consequential loss

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

- 10.1.1 loss of revenue, loss of profit, loss of production or loss of business (in each case whether direct or indirect);
- 10.1.2 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);

## Conditions of Contract for Booking Accommodation at the Hyatt Regency Hotel and Hyatt House Hotel, Oxford Road, Manchester

- 10.1.3 liability to third parties (whether direct or indirect); or  
10.1.4 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 Client if it is unable to perform the Booking 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. Termination by the University

- 12.1 The University shall have the right to immediately terminate the Contract and cancel the Booking if:

- 12.1.1 the Client including its employees, agents, sub-contractors or Attendees are in breach of any of its obligations under the Contract; or  
12.1.2 the Client is unable to make payment within time of the Charge, Deposit or any other charges due under this Contract or the University has reasonable grounds to anticipate that the Client will have difficulties in paying its debts as they fall due.  
12.1.3 the University is prevented from, or delayed in, carrying out its obligations under the Contract by reason of any cause or circumstance outside its control including but not limited to those set out in clause 11.1 and/or where the Hotel is closed or unavailable for any of these or for any other reasons.  
12.1.4 anything else happens that the University reasonably believes may lead to its reputation or property being damaged.

- 12.2 If the University terminates the Contract under clauses 12.1.1 or 12.1.2 above the University shall retain the Deposit and any other sums paid by the Client up to the date of termination.

- 12.3 If the University terminates the Contract under clauses 12.1.3 or 12.1.4 above the University will refund to the Client any part of the Charges already paid at the date of termination together, where applicable, with the Deposit, less any reasonable costs the University has incurred.

### 13. General

- 13.1 Nothing in these Conditions shall operate to confer upon the Client or any other person a tenancy or exclusive occupation of the whole or any part of the Hotel.

- 13.2 No waiver by the University of any of its requirements or of any of its rights shall release the Client from the full performance of its remaining obligations under this Contract.

- 13.3 The Client 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.

- 13.4 Both parties shall fully comply with all statutory legislation applicable to the Contract.

- 13.5 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 written consent of the other party.

- 13.6 Nothing in this Contract 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 as the agent or employee of the other for any purpose whatsoever.

- 13.7 No person who is not a party to this Contract is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 13.8 This Contract shall be governed by and construed in accordance with English law and both parties agree to submit to the exclusive jurisdiction of the English Courts.