



Booking Terms and Conditions

Clients booking accommodation or facilities with Trinity Hall ("the College") should be aware that by signing and submitting the booking contract, of which these conditions form a part, they are offering to enter a legally binding contractual arrangement with the College.

These terms and conditions should be carefully read and understood.

1. Bookings

- a. The organisation and/or individuals in whose name the booking is made, unless otherwise stated, shall be considered the client (the "Client"), and shall be jointly and severally liable in respect of the booking.
- b. Details of the event for which the Client wishes to hire facilities and/or accommodation at the College shall be agreed in advance with the College, and the Client warrants that it shall provide accurate and complete information to the College about the nature and purpose of the event.
- c. On receiving the necessary details of the event from the Client, the College shall produce a summary of the booking, including the estimated costs, facilities required and timings. This summary shall be emailed to the Client along with a copy of these terms and conditions (together the "Booking Contract").
- d. The Client shall be required to check the event details set out in the Booking Contract and inform the College of any errors or required amendments.
- e. From receipt of the Booking Contract by the Client and until such time as the Booking Contract is signed by both parties and the booking confirmed, the College shall hold the requested facilities on a first-refusal basis for the Client. In the event that the College receives another enquiry for the facilities that would conflict with the Client's provisional booking, the College shall contact the Client for confirmation of whether the provisional booking can be confirmed or released. If the Client is unable to confirm the booking, the College reserves the right to release the provisional booking.
- f. When the Client is in a position to confirm the booking it shall return a signed copy of the Booking Contract to the College. The booking shall not be deemed confirmed until the College returns a countersigned copy of the Booking Contract to the Client. On confirmation of the booking the cancellation policy shall apply.
- g. Any amendments to the information provided on the booking contract shall be submitted in writing to the College at the earliest opportunity and subject to agreement. All final details for the event must be confirmed and agreed with the College 14 days before the scheduled date of the event.
- h. The College reserves the right to refuse and/or cancel an event if the booking may, in the reasonable opinion of the College, prejudice its reputation. The College shall notify the Client in writing as soon as reasonably possible in the event such a decision is made.

2. Payment and Charges

- a. The total cost of the event shall be estimated in the Booking Contract (the "Fee Estimate"). VAT shall be applicable to all charges at the current rate at the date of the event, except for bookings that are exempt from VAT and where a VAT exemption form has been completed at the time of booking.
- b. The College reserves the right to request a deposit of 10% of the Fee Estimate from the Client in order to confirm the booking. This deposit shall be non-refundable unless expressly stated otherwise in these terms and conditions. Where a deposit is required this shall be communicated to the Client in writing in the Booking Contract and payable within 28 days of the date of invoice. In the event of non-payment of the deposit the College reserves the right to cancel the booking.
- c. Unless a deposit has been requested, the Client will receive an invoice for all charges within 14 days following the event. Where a deposit has been paid, all remaining charges will be invoiced within 14 days following the event. All payments must be made in pounds sterling (UK). All payments shall be due within 28 days of the date of invoice.
- d. Where payments are overdue, the College reserves the right to charge interest on any outstanding invoices at 5% above the Bank of England base rate accruing on a monthly basis whilst the invoice remains unpaid.
- e. For bookings made more than 12 months in advance of the event date, the Fee Estimate payable by the Client shall be the price applicable at the time of booking, unless stated otherwise in the Booking Contract, and the College reserves the right to amend the Fee Estimate to reflect any subsequent changes in the College's pricing. Where any charges are to be confirmed at a later date, an updated Fee Estimate will be intimated to the Client in writing not less than 2 months prior to the scheduled date of the event. Where the amended Fee Estimate exceeds the figure quoted at the time of booking by more than 8% the Client shall be entitled to cancel the booking by giving written notice of cancellation to the College within 28 days of receiving notice of the amended Fee Estimate. In the event of such cancellation, the College will return any deposits. If the Client does not opt to cancel the booking or no communication is received by the College within the 28 day period, the Client shall be deemed to have accepted the updated Fee Estimate.

3. Accommodation bookings

- a. Accommodation booked at the College will not be available for occupancy earlier than 14.00 on the day of arrival. Bedrooms must be vacated no later than 10.00 on the day of departure. No change may be made to these arrangements unless agreed in writing with the College. In the absence of such agreement, a supplementary charge will be made in respect of late check outs.
- b. The Client shall ensure that single rooms are occupied by one person only, unless otherwise agreed by the College in writing.

- c. The offer of residential accommodation is based on a minimum number of beds ("x") which the Client will be bound to take. At the time of booking the option to reserve further beds ("y") will be given and those additional beds will be held on a first refusal basis. In the event of another enquiry being received requiring all or part of the "y" beds, those "y" beds will be offered to the Client on a first refusal basis which, if accepted, will become "x" beds; if the Client declines to confirm those beds then the College is free to book them to another client.
- d. The Client shall be responsible for the return of all keys at the end of the event. Keys that are not returned will be charged for at a cost of £25 per key and this amount will be invoiced after the event in addition to the Fee Estimate.
- e. The College reserves the right to offer alternative suitable accommodation where for any reason the original accommodation becomes unavailable.
- f. College accommodation consists of single rooms which are not suitable for children under the age of 16.
- g. Animals, with the exception of assistance dogs, are not permitted in any accommodation.

4. Conference and event bookings

- a. Function rooms are available from the time shown on the booking confirmation. Any extensions may incur additional charges.
- b. The Client shall, for the periods set out in the booking contract only, have the exclusive licence to use of the facilities to which their booking(s) relate(s). Such "Exclusivity" relates to the agreed function rooms and accommodation, but does not relate to any public areas, including the grounds, which are open to all College staff, students and visitors.
- c. No relationship of landlord and tenant is created between the College and the Client and the College retains control, possession and management of the College premises and grounds. The licence to occupy granted by these terms and conditions is personal to the Client and is not assignable and the rights given in these terms and conditions may only be exercised by the Client.
- d. From time to time it will be necessary for the College to undertake essential maintenance works on the College buildings and grounds. Whilst the College shall use reasonable endeavours to ensure such works cause the minimum amount of disruption and visual impact on any scheduled events, the College shall have no responsibility for any claims howsoever arising (other than injury to person, or loss, or damage to property) as a result of such maintenance.

5. Weddings

In addition to all other terms and conditions, the following apply specifically to Weddings

- a. Notwithstanding clause 2(b), the College reserves the right to request a deposit of 50% of the Fee Estimate from the Client in order to confirm wedding bookings. This deposit shall be non-refundable unless expressly stated otherwise. Where a deposit is required under this clause 5(a) this shall be communicated to the Client in writing in the Booking Contract and payable within 28 days. In the event of non-payment of the deposit the College reserves the right to cancel the booking. The non-refundable balance payment will be due 6 weeks prior to the event date. Any additional costs incurred will be invoice within 14 days following the event.
- b. Room availability for decorating will be dependent upon other events taking place. If the Client requires the room the previous day for decorating and set up, notice must be given to the College at the earliest opportunity and an additional hire fee shall apply. This additional hire fee shall be communicated in writing by the College following notice from the Client.
- c. Confetti, including rice and petals, is not permitted in the College.

6. Final Numbers

- a. Final numbers, plus any dietary requirements (if applicable) must be confirmed at least 14 days prior to the first day of the event.
- b. Any reduction or cancellation made after this date will be charged in full.
- c. In the event of a substantial reduction in numbers, the College reserves the right to allocate a location more suitable for the size of the event.

7. Cancellation by the Client

- a. If the Client wishes to cancel a confirmed booking, cancellation must be communicated to the College in writing in all instances. Cancellations will only be effective from the date on which the College receives written intimation of the cancellation.
- b. Should the Client cancel the event then cancellation charges shall be calculated on the booking as follows (periods being calculated to the day or as appropriate the first day of any event):

Confirmation of booking – 6 months before the first day of the event	10% of the Fee Estimate
6 – 3 months before the first day of the event	35% of the Fee Estimate
3 months - 28 days before the first day of the event	50% of the Fee Estimate
28 – 14 days before the first day of the event	75% of the Fee Estimate
Less than 14 days before the first day of the event	100% of the Fee Estimate

8. Cancellation by the College

- a. The College reserves the right to cancel any booking at any time for the following reasons:
 - I. If the college site or any part of it is closed due to fire, dispute with employees, by order of any public authority or such other force majeure event;
 - II. If the Client becomes insolvent or enters into liquidation or receivership, or the College otherwise becomes aware that the Client's financial situation is such that the College reasonably considers the Client may not be able to fulfil its obligations under the contract;
 - III. If the Client is more than 30 days in arrears with payment to the College for previously supplied services;
 - IV. The Client fails to demonstrate to the College that adequate insurance is in place for the event;
 - V. The event might, in the opinion of the College, prejudice the reputation of the College; or
 - VI. The Client is in breach of duties listed under clauses 8 and 9.
- b. If the College cancels under clauses 8(a)(ii) – 8(a)(vi) no monies will be refundable.
- c. The College shall have no responsibility for any claims for consequential loss suffered by the Client, their servants, agents, contractors or licensees or any member of the group or conference party as a result of cancellation or abandonment of the event whether that cancellation or abandonment has been at the instance of the Client or the College.

9. Clients Duties

- a. The Client takes full responsibility for the behaviour of all their guests, suppliers and events staff. If the Client is unable to remedy to the College's satisfaction any aspect of poor behaviour or activities unacceptable to the College, the College reserves the right to terminate the Client's event. Should this occur no monies will be refunded. The College's decision is final.
- b. It is the responsibility of the Client to ensure that these important conditions are explained in detail, in advance of arrival, to all groups and in particular to adults accompanying minors.
- c. College furniture and fixtures must not be moved or in any way interfered with except with the prior written permission of the College. Any costs resulting from the Client's movement or interference will be passed onto the Client.
- d. Except with the prior written permission of the College, any alteration or addition to the electrical system is strictly forbidden. All electrical equipment plugged into the College system must be PAT tested with current certificates available on demand.
- e. The Client shall indemnify the College against all costs, damages and expenses, which may arise from any infringement of copyright, registered trade mark or intellectual property rights by any person attending the event, or anything arising from the event.
- f. Intoxicating liquor must not be sold, supplied or consumed on, or brought onto the College premises except with the prior written permission of the College. No drugs (except for medical purposes) are permitted on the College premises.
- g. Gambling in any form is not permitted.
- h. Smoking is not permitted in any College building including any bedroom area and is only permitted in designated areas.
- i. No notices or signs shall be erected or displayed within the precincts of the College except those supplied by the College. Clients are also requested to observe Local Authority rules on fly-posting outside of the College site.
- j. No videography, television or radio recordings, broadcasts or interviews may be made on College premises without the express written permission of the College.
- k. The buildings on the College sites can be shared by groups of all ages and interests. It is essential that noise levels are kept to a minimum at all times and, in particular, between the hours of 22.00 and 08.00. Non amplified music is permitted in all of the College rooms and on Latham Lawn until 21.00. Amplified music and dancing is only permitted in the Aula Bar and Crescent Room.
- l. Upon conclusion of an event the Client will dispose of all materials it has brought on site for the booking. Where the Client fails to remove these materials, the College shall be entitled to remove any such materials remaining at the end of the hire period and the Client shall indemnify the College in respect of the cost. The College does not accept responsibility or liability whatsoever for any goods or property of any person left at the premises after the end of the event. All rooms must be vacated at the stated hour.
- m. The Client is not permitted to consume catering items other than those supplied by the College in any College building unless given written permission by the College to do so.
- n. The Client and their guests, suppliers and events staff are not permitted to bring into, or store in any College building bicycles or motor vehicles other than in the specifically designated areas.
- o. Any accidents that take place on College property must be reported to an official of the College immediately.

10. Safety Precautions

The safety precautions set out below must be strictly observed:

- a. The maximum number of people allowed in individual lecture theatres, halls, teaching rooms, etc. is decided by the College in conjunction with the Fire and Safety Officer and must not be exceeded. The College reserves the right to prohibit entry to delegates if capacity is exceeded.
- b. All staircases, gangways, passages, entrances, emergency and other exits must be kept free from obstruction at all times.
- c. At the request of the College, the Client must be responsible for orderly behaviour during the period of hire to assist in the vacation of the accommodation.
- d. Fire and emergency evacuation procedures must be strictly adhered to.
- e. Where decorations are to be used they must be agreed in advance (in writing) and removed immediately after the function.
- f. With regard to residential bookings, the Client should advise delegates of the need to read and understand all health and safety regulations that are posted in each bedroom or in each building.

- g. Hazardous, flammable or dangerous items (including fireworks, Chinese lanterns and candles) may not be brought into the College without prior written permission.
- h. Deliberate misuse of the fire alarms or extinguishers will attract an immediate financial penalty. The Client and those attending the event shall not interfere with, move, or reposition any fire extinguisher within College premises or interfere with fire precautions in any other way.

11. Liability to third parties

- a. The College will not be responsible for and the Client will indemnify the College against all claims for injury to person, or loss, or damage to, property, howsoever caused, unless it can be proven that such injury or damage was caused by negligence on the part of the College.
- b. Except for death or personal injury caused by the College's negligence, to which no limit shall apply, the College's total aggregate liability under these terms shall in no circumstances exceed the Fee and the College shall have no liability for any indirect or consequential losses or loss of goodwill or profits.

12. Entertainment and external contractors

- a. The College shall have no responsibility or liability for the actions or omissions of any independent, external contractors engaged either by the Client or by the College on the Client's behalf. Where the Client directly engages any external contractors, it shall be liable for all the acts and omissions of its chosen suppliers, caterers and events staff, and shall notify the College of their chosen suppliers and contractors no less than 90 days in advance of their event. All deliveries to the College by external contractors must be pre-arranged with the College.
- b. Suppliers and contractors for an event shall be required to hold and produce to the College on demand evidence of satisfactory levels of public and employer's liability insurance and any other policies of insurance which in the College's reasonable opinion shall be required for the Client's event.
- c. Any specified conditions for music or other entertainment imposed by the College must be strictly adhered to.

13. Food Safety

- a. A 2 hour time period only is allowed for food safety best practice in regard to buffet meals. After 2 hours have elapsed, the College cannot guarantee the safety of food used from the buffet and subsequently taken home. The responsibility and care of any buffet food consumed after 2 hours have elapsed passes to the Client.
- b. Should the Client wish to take any leftover food away with them a Food Disclaimer form must be completed and signed.

14. Force Majeure

- a. The College cannot accept liability under these terms and conditions for any acts or omissions as a consequence of force majeure including, but not limited to, an Act of God, weather conditions, fire, flood, industrial disputes, acts of terrorism or other hostilities or any case whatsoever which may arise for reasons beyond its control.
- b. Where the College is required to cancel a booking because of a force majeure event, any payments that have been made by the Client (including the deposit, if applicable) will be refunded less any charges for which the College, acting as agents on behalf of the Client, have already rendered themselves liable.

15. Variation

No variation to these terms and conditions will be accepted unless confirmed in writing by both the College and the Client.

16. Waiver of Rights

Any failure by the College to enforce these terms and conditions in a particular instance shall not be construed as a relinquishment of its rights in future instances.

17. Governing Law

These terms and conditions shall in all respects be construed in conformity with and governed by English Law and shall be subject to the jurisdiction of the English Courts.

18. Precedence over other Terms and Conditions

These terms and conditions shall have precedence over any terms appearing in acknowledgements, correspondence issued by the Client, and such terms shall have no effect except in so far as they are consistent with these terms and conditions.