

## **Conference Room Hire Terms and Conditions**

Please ensure you read this document carefully as it sets out the contractual terms and conditions for the booking that you have made with us.

1. Definitions 1.1 “The Client” and “You” means the organising body, company or individual responsible for the event / series of events, including payment.

1.2 “We”, “Our”, “DMEL”, and 'De Montfort Expertise Limited' means De Montfort Expertise Limited (Company Number 02360101) a wholly owned subsidiary company of De Montfort University (“the University”) whose registered office is at Trinity House, The Gateway, Leicester, LE1 9BH

1.3 “Attendees” means all persons attending the Event at any time

1.4 “Booking Agreement” means the document which accompanies these terms and conditions and details the specific arrangements for the booking including price and numbers.

1.5 “Booking Fee” means the agreed fee for the use of the venue as stated on the Booking Agreement.

1.6 “Booking” means the booking of an Event at conference rooms and/or spaces at the University for the duration of the Booking Period. The Booking Fee also includes any fees for catering, security, cleaning and any other services supplied.

1.7 “Booking Period” means the duration of the Event held within the Venue.

1.8 “Venue” means the conference room(s) and/or space booked for the Event at the University.

1.9 “Event” means the activity undertaken by the Client at the Venue during the Booking Period.

## **2. Booking**

2.1 All Bookings are considered provisional until these terms and conditions, incorporating the Booking Agreement, have been agreed and signed by both DMEL and the Client.

2.2 You may cancel a provisional Booking without penalty at any time by notifying us via [innovationcentre@dmu.ac.uk](mailto:innovationcentre@dmu.ac.uk)

2.3 We may cancel a provisional Booking if we do not receive a response from you within 14 working days of requesting signed Terms and Conditions. If we do so, we will notify you.

2.4 For the avoidance of doubt, this contract is between DMEL and The Client. The Booking is not transferable.

2.5 It is the responsibility of the Client as named on the Booking Agreement to ensure that these Terms and Conditions are brought to the attention of all Attendees prior to the start of the Booking.

2.6 The Client as named on the Booking Agreement must take responsibility for the legal and safe conduct of the Event.

2.7 Any services provided by De Montfort Students' Union will be subject to a separate agreement and separate payment between You and De Montfort Students' Union. DMEL are not responsible or liable for any aspect of the services supplied by De Montfort Students' Union'.

### 3. Payment

3.1 Full payment of the Booking Fee must be paid at least 7 working days prior to commencement of the Booking Period.

3.2 You will be sent an invoice prior to commencement of the Booking Period. Payment must be made in UK£ Sterling.

3.3 If full payment is not received at least 7 working days prior to commencement of the Booking Period, DMEL reserve the right to cancel the event.

3.4 All prices and charges stated are exclusive of Value Added Tax or other Government charges unless otherwise stated.

3.5 Where a deposit payment is required and specified in the Booking Agreement, payment of such a deposit will be required at the time of acceptance of these terms and conditions in order to secure the Booking.

### 4. Cancellations

4.1 You are entitled to cancel the Booking Agreement in accordance with the provisions of clause 4.4 within 14 days of signing these Terms and Conditions. In the event that You do elect to cancel within this period DMEL will refund the Booking Fee, if this has been paid, without undue delay.

4.2 In the event that the Booking is made for an Event within the 14 day period then You hereby waive your rights of cancellation outlined at clause 4.1 above.

4.3 In the event of a cancellation by you after the 14 day period outlined in clause 4.1 the following charges will apply: Cancellation at over 16 weeks prior to event date 10% of total Booking Fee  
Cancellation at 8 – 15 weeks 20% of total Booking Fee  
Cancellation at 4 – 7 weeks 40% of total Booking Fee  
Cancellation at 1 – 3 weeks 60% of total Booking Fee  
Cancellation at less than 1 week 80% of total Booking Fee #

4.4 DMEL reserves the right to cancel a Booking at any time. In the event that DMEL cancels a Booking, it will (unless the cancellation was necessary due to non payment in accordance with clause 3.3 above) refund the Booking Fee made if it is deemed appropriate at the discretion of DMEL.. 2

4.5 Cancellation of a Booking can be effected only by written notice. Such cancellation will be effective only when received and acknowledged by DMEL.

4.6 DMEL shall not be liable to pay compensation for any loss sustained or inconvenience caused as a result, or in any way arising directly or indirectly from a cancellation of a Booking.

4.7 During the Event, DMEL reserves the right to terminate a Booking immediately if the Client or an Attendee acts inappropriately or misuses any University facilities, amenities or equipment. DMEL shall have no liability for abortive costs incurred by the Client as a result of such termination.

## 5. Catering

5.1 Subject to the Booking Fee (inclusive of the appropriate payment for catering) being made in advance by You, DMEL will source all catering from its preferred supplier Chartwells unless prior written permission from DMEL has been granted for the use of an alternative caterer. Permission will be subject to the chosen caterer passing DMEL's food safety and hygiene audits and use will be entirely at DMEL's discretion.

5.2 Only food and drink that DMEL has provided can be consumed at the Venue or on any other University premises unless DMEL has granted prior permission for a third party supplier to be used.

5.3 Where a third party supplier has been approved by DMEL, You must ensure that the caterers meet all food safety standards and obtain copies of their hygiene, food safety and insurance certificates.

5.4 DMEL are not responsible or liable for any aspect of the services provided by a third part caterer.

5.5 No food is to be cooked at the Venue or on any other University premises by the Client.

5.6 No food or drink (except water) is permitted in lecture theatres.

## 6. Waste Disposal

6.1 You must ensure any waste is disposed of into appropriate general waste or recycling receptacles.

6.2 DMEL reserve the right to charge an additional payment for the disposal of any waste remaining at the Venue and any consequential cleaning required.

## 7. Car Parking

7.1 A maximum of 35 car parking spaces may be reserved per Event, subject to prior notification and availability.

7.2 All Attendees are required to pay the requisite Pay & Display charge and display a DMU visitor Parking Permit and Pay & Display ticket whilst using the car park between the hours of 7.30am-6.00pm, MondayFriday.

7.3 In exceptional circumstances permission may be granted to increase the number of car parking spaces, this will be dependent on demand and availability at the relevant time and will be entirely at DMEL's discretion.

7.4 Any vehicles are parked at the owners risk and DMEL accepts no responsibility or liability for the loss or damage under any circumstances.

## 8. AV Equipment

8.1 The majority of conference rooms have in-built computer and projection systems. Full instructions will be provided on how to operate the systems prior to the Event.

8.2 Should you wish to bring in your own electrical equipment, it must comply with Portable Appliance Testing regulations and evidence may be requested prior to the Event.

## 9. Furniture

9.1 Furniture within the Venue or other University premises must not be rearranged without the University's prior consent. You must ensure any furniture which you rearrange within the Venue or other University premises is returned to its original layout once the Event has ended.

## 10. Loss and damage to property

10.1 You will be entirely liable for any damage or loss caused to the University's property or injury to persons which occurs during or which arises from the Event.

10.2 DMEL reserves the right to terminate a Booking immediately if the Client or an Attendee acts inappropriately or misuses any University facilities, amenities or equipment. DMEL shall have no liability for abortive costs incurred by the Client as a result of such termination.

10.3 Neither DMEL nor the University accepts responsibility for any items lost, stolen or mislaid on University premises.

10.4 Neither DMEL nor the University's employees or agents shall be liable for any damage or loss to property, valuables or money of whatever description unless such loss or damage is caused by the negligent act of one of DMEL's or the University's agents or employees.

10.5 Any damage caused by Attendees must be immediately reported to DMEL. The Client will be invoiced separately for such damages where appropriate.

10.6 Within two working days after the expiry of the Booking Period DMEL shall in its discretion carry out a full inspection of the premises used in connection with the Booking. In the event that any damage is discovered DMEL will provide You with an invoice containing the amount required to repair any damage caused or replace any damaged items and You shall pay such amount to DMEL within 30 days of such invoice

10.7 Any item left on the University's premises after the expiry of the Booking Period shall be disposed of if in the reasonable opinion of DMEL it is of little or no value.

10.8 Any item left on the University's premises after the expiry of the Booking Period which appears to be of value will be stored in the University's security office and kept for a reasonable amount of

time for You to collect 3 following which it will be disposed of. If You require the item to be returned to You, You will be responsible for the associated costs of doing so.

## 11. Evacuation

11.1 You must ensure safe evacuation of the Venue and premises by all Attendees in the event of a fire alarm or other safety alert.

11.2 The University's fire regulations and evacuation procedures are prominently displayed in all buildings and must be read and complied with by all Attendees.

11.3 It is the responsibility of the Client to ensure that the emergency evacuation procedures are brought to the attention of all Attendees prior to the start of the Event.

## 12. Code of Conduct

12.1 You will ensure that the Event is conducted in an orderly fashion without causing a nuisance. You must ensure that no activities are undertaken which may bring DMEL or the University into disrepute.

12.2 Verbal and physical abuse to any DMU employee or students will not be tolerated under any circumstances.

12.3 You must adhere to the Universities and DMEL's policies, processes and procedures. Further details available on request.

12.4 You must comply with all reasonable instructions from DMEL.

12.5 Attendees are not permitted to interfere with any fire safety equipment including but not limited to smoke detectors, fire alarms and fire extinguishers, fire safety blankets and break glass call points.

12.6 Attendees and Staff are not permitted to interfere with any locking/door entry mechanisms inside the Accommodation.

12.7 DMEL reserve the right to exclude any Attendee from any part or whole of the University campus by providing The Client with 24 hours' notice where: A) the security or safety of University Staff or Students is compromised; and/or B) the behaviour of the Attendee is in DMEL's reasonable opinion considered to be unacceptable. Under such circumstances the Attendee will leave the University at their own cost and it will be the responsibility of the Client to make all necessary travel and accommodation arrangements in connection with their departure.

12.8 No smoking (including e cigarettes) is permitted inside or within 10 metres of University buildings.

12.9 The Client shall ensure that no prohibited items including weapons or replica weapons are brought to the Event or onto the University Premises at any time during the booking.

12.10 No animals (except for assistance dogs) are permitted inside the University buildings.

### 13. Safeguarding Policy

13.1 You are responsible for ensuring that all necessary safeguarding measures are in place for Events with Attendees under the age of 18 years and that the appropriate consent has been obtained from the parent, guardian or carer for such Attendees prior to the event (which can be evidenced on request).

13.2 You are responsible for ensuring that all staff and volunteers have completed the appropriate checks to permit them to work with children, in keeping with the guidance provided by the Disclosure and Barring Service.

13.3 You should ensure that everyone connected with the Event complies with the University's safeguarding policy, a copy of which can be sent upon request.

13.4 You must have your own safeguarding arrangements in place that support the University's safeguarding policy and evidence must be supplied to DMEL in advance of signing the Booking Agreement.

13.5 You must complete a signed declaration in relation to clause

13.4 in advance of the Event.

13.6 You are responsible for ensuring that all activities involving children and young people have more than one adult present.

13.7 Where children of visitors are present at the Event, they remain the responsibility of their parent/guardian or those acting in loco parentis to ensure their safety and wellbeing at all times.

13.8 For activities that are restricted to attendees over the age of 18, You shall ensure that the ID and date of birth for all attendees are checked prior to admittance. You shall be responsible for ensuring that no one under the age of 18 is admitted.

13.8 For the avoidance of doubt DMEL will take reasonable endeavours to ensure that children under the age of 18 are safe whilst on the University campus but neither DMEL nor the University accepts any liability for providing a safe environment for such individuals. Such liability remains with the Client at all times.

### 14. Health and Safety

14.1 The Client shall provide DMEL with a full risk assessment and any other relevant health and safety documentation reasonably requested by DMEL prior to the start of the Event.

14.2 DMEL reserves the right to refuse admission to University premises where the Client fails to provide the risk assessment and/or other health and safety documentation requested.

## THE INNOVATION CENTRE

14.3 It is the responsibility of the Client to ensure all relevant health & safety information is brought to the attention of all Attendees.

14.4 You are responsible for ensuring that the maximum occupancy figures for the rooms occupied are not exceeded. We reserve the right to stop the Event if the maximum occupancy figures are exceeded.

14.5 The Client shall report any safety issues, accidents and/or incidents that occur during the Event to either the External Bookings Administrator or a member of the DMU Security Team as soon as is reasonably possible.

14.6 The Client shall provide full details of such safety issues, accidents and/or incidents and any Attendees involved including full name, address, contact number, date of birth, and any other information that is reasonably requested.

### 15. Licensing

15.1 You will be responsible for compliance with all licencing regulations relating to the Event and will ensure all appropriate licences including, but not limited to, Premises Licences, Temporary Event Notices, Street Trading Consents, and Performing Rights Society Licences are in place before the Event.

### 16. Insurance and Indemnity

16.1 You must hold sufficient Public Liability insurance for your Event.

16.2 You must ensure any third party suppliers connected to your Event also have sufficient Public Liability insurance.

16.3 We may request evidence of Public Liability insurance prior to the Event and, upon request; you must provide the same within a reasonable period for our approval.

16.4 We reserve the right to refuse to accept any booking if evidence of the public liability insurance cover is not acceptable.

16.5 You shall be fully responsible for the supervision and behaviour of all staff and Attendees at all times during the Booking Period and You shall indemnify DMEL in full for any damage, loss, liability or expenses suffered or incurred by DMEL or by any other person arising directly indirectly or in any manner as a result of the Booking.

### 17. Liability

17.1 Subject to clause

17.2 Below DMEL will not incur any liability of any kind or nature for any damage, loss, liability or expenses suffered or incurred by You, your staff or the Attendees or by any other person arising directly or indirectly as a result of the Booking.

17.2 Nothing in these terms and conditions shall operate to exclude or limit either party's liability for death or personal injury.

## 18. General

18.1 Neither DMEL nor the University endorses or supports the programme and/or content of external Events held upon its premises.

18.2 You must ensure that no activities are undertaken during the Event which may bring DMEL or the University into disrepute.

18.3 You must ensure that the Event adheres to the University's Freedom of speech and academic freedom within De Montfort University Code of Practice.

18.4 Rooms should not be booked or arranged in such a way that imposes gender segregation. There are some exceptions, including for acts of collective religious worship, which must be agreed in writing by DMEL in advance of the Booking.

18.5 DMEL reserve the right to terminate any activity deemed inappropriate or may bring DMEL or the University into disrepute immediately. DMEL shall have no liability for abortive costs incurred by the Client as a result of such termination.

18.6 You may not use the crest or any part of the University name or logo without the University's prior written permission.

18.7 You must obtain prior permission for all photographs, filming and video-taping within University premises.

18.8 DMEL reserve the right to photograph and/or otherwise capture images from the Event for use in the university prospectus, course brochures or other publicity material.

18.9 Nothing shall be fixed to the floors, walls, ceilings or any other internal or external surface of the premises by means of nails, screws, drawing pins, blue tack, glue or any other means unless agreed prior to the function.

## 19. Data Protection Act and Freedom of Information

19.1 We will retain your data in order to deliver the services You have booked. We will not discuss your booking or pass details to any third party unless required to do so by law or at your request.

19.2 You acknowledge that DMEL may be subject to the requirements of the Freedom of Information Act and shall assist and cooperate with DMEL to enable DMEL to meet its obligations under this legislation

## 20. Force Majeure

20.1 Neither party shall have any liability or be deemed to be in breach of these terms and conditions for any delays or failures in performance which result from circumstances beyond the



reasonable control of the affected party including but not limited to fire, flood and other natural disasters.

## 21. Third Party Rights

21.1 It is not intended that a third party should have the right to enforce the obligations contained in these terms and conditions pursuant to the Contracts (Rights of Third Parties) Act 1999

## 22. Assignment

22.1 This Booking is personal to you and cannot be assigned to a third party without the prior written consent of DMEL. 5

## 23. Law

23.1 You will be responsible for compliance with all legislation, rules and regulations, etc. relating to the Booking. I acknowledge that I have read and received a copy of the terms and conditions and agree to abide by them

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Position within Company \_\_\_\_\_

Company Name \_\_\_\_\_

For and on behalf of De Montfort Expertise Limited

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print) \_\_\_\_\_

Position within Company \_\_\_\_\_