

## GENERAL BOOKING TERMS AND CONDITIONS

This Contract (as defined below) sets out the terms and conditions under which we will provide the services, facilities and/or accommodation as specified in the Booking Contract (as defined below) to you.

By "you" or "your" we mean the "Client" as defined below.

By "us" and "we" we mean Edinburgh First, being the trading name of UoE Accommodation Limited (UOEARL), a wholly-owned subsidiary of the University of Edinburgh registered in Scotland under Company number SC155192 and having its registered office at Charles Stewart House, University of Edinburgh, 9 – 16 Chambers Street, Edinburgh, EH1 1HT ("Edinburgh First").

## PART 1 - GENERAL BOOKING TERMS AND CONDITIONS

Part 1 of these Conditions apply to all Contracts entered into under these Conditions.

### Meaning of Terms

In this Contract (unless the Contract otherwise requires), the following words shall have the following meanings:

**Accommodation Guaranteed Number** means the total number of room nights booked and subsequently confirmed by the Client.

**Accommodation Price** means the total price payable by the Client for accommodation as specified in the Booking Contract.

**Arrival Date** is the first night upon which any accommodation linked to the Booking is scheduled to be taken up.

**Booking** - means the request and confirmation of the booking by the Client, including but not limited to booking of the facilities, accommodation and services and/or the Event.

**Booking Contract** - means the Booking Contract signed by the parties which sets out specific details of the booking by the Client as agreed by Edinburgh First.

**Client** means any natural person, corporate or unincorporated body (whether or not having separate legal personality) contracting for the use of accommodation, facilities services and/or an Event.

**Commencement Date** - The Contract shall come into effect upon receipt by Edinburgh First of a signed contract from the Client or on the first date on which Edinburgh First provides the Service, whichever is the earlier.

**Conditions** means these terms and conditions, as amended from time to time by Edinburgh First.

**Contract** - means these Conditions and the Booking Contract.

**Event** means the occasion for which the facilities, accommodation and/or services specified in the Booking Contract are required.

**Event Manager** means the event manager specified in the Booking Contract.

**Event Minimum Guaranteed Number** means the number of guests/delegates for the Event and/or accommodation as specified in the Contract.

**Event Price** means the total price payable by the Client for Event as specified in the Booking Contract.

**Price** means the Event Price and the Accommodation Price specified in the Booking Contract.

1. In this Contract the following rules apply:
  - a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under the statute or statutory provision, as amended or re-enacted;
  - b) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
  - c) a reference to "writing" or "written" includes faxes and emails.

### Booking

2. The Booking constitutes an offer by the Client to purchase the relevant services, facilities and/or accommodation specified in the Booking Contract in accordance with these Conditions. The Client shall ensure that the terms and specifications in the Booking are complete and accurate.
3. For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with, or referred to in the Booking shall not govern the Contract and these Conditions shall prevail over any other conditions previously published by Edinburgh First in respect of the Booking and these Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
4. The Contract shall come into effect upon receipt by Edinburgh First of a signed contract from the Client or on the first date on which Edinburgh First provides the services, whichever is the earlier (the Commencement Date). Notwithstanding the foregoing, Edinburgh First reserves the right to refuse to supply any services until such time as it has received a signed contract from the Client and it has received any deposit payable under this Contract.

### Liability - Please read carefully

5. Subject to clause 7, the entire liability of Edinburgh First in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited to an amount equal to the Price.
6. Subject to clause 7, the liability of Edinburgh First in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, will not extend to any special, indirect or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Client has advised Edinburgh First of the possibility of those losses, or if they were within Edinburgh First's contemplation.
7. Nothing in these conditions shall operate to exclude or restrict either party's liability for:
  - a) death or personal injury resulting from negligence.
  - b) fraud or deceit.
8. The Client shall indemnify, keep indemnified and hold Edinburgh First harmless from and against all claims, actions, damages, liabilities and costs (including professional fees) which may be brought against or incurred or suffered by Edinburgh First, its employees or agents in connection with the Service which arise as a result of or due to the actions, omissions, or negligence of the Client, its employees or agents or others whom it is responsible, or any delegate or guest of the Client.
9. Edinburgh First gives notice that all arrangements for transport and conveyance, or for any other services, are made by them as agents, upon the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity howsoever caused which might occur due to the act, omission fault or negligence of any suppliers or subcontractors engaged in carrying out contracted arrangements for the Client.
10. The Client shall effect and maintain adequate insurance cover (including professional indemnity insurance and event and public liability insurance) to cover all liabilities under the Contract, with a reputable insurer approved by Edinburgh First and shall, on Edinburgh First's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
11. Should any delegates/guests of, or third parties employed by, the Client behave in a manner that is considered unacceptable to Edinburgh First, then Edinburgh First reserves the right to remove such party from the premises and/or terminate the Contract. In this event no monies will be returned to the Client.
12. The Client shall pay for the cost of repairing any damage caused to the property, contents or grounds of Edinburgh First, the University of Edinburgh or the Church of Scotland by the Client, its guests or third parties employed by the Client in connection with the event.
13. The Client shall not (and ensure that all guests/delegates and third parties employed do not) use the name, logo or any details of Edinburgh First or the University of Edinburgh for any matter, or permit external food or beverage to be brought into premises operated by Edinburgh First, without the prior written approval of Edinburgh First.
14. The Client shall not (and ensure that all guests/delegates and third parties employed do not) permit any goods, services or any other matter capable of being sold (including but not limited to tickets) to be sold within premises operated by Edinburgh First without the prior written approval of Edinburgh First and any public authority (where necessary).

## **Cancellation/reduction**

By Edinburgh First:

15. Edinburgh First reserves the right to cancel the Event or the facilities, accommodation and/or services (or any part thereof) if:
  - a) the Client fails to adhere to any of these Conditions
  - b) in the opinion of Edinburgh First, there has been a significant change in the Client's contracted booking (e.g. reduction in days/accommodation)
  - c) the Client is insolvent or Edinburgh First has reasonable grounds for anticipating the same
  - d) Edinburgh First is not satisfied with the Client's credit status
  - e) in the opinion of Edinburgh First, the Event might prejudice the reputation of Edinburgh First or the University of Edinburgh
  - f) if any or part of the University facilities are closed or damaged due to circumstances beyond its reasonable control
  - g) Edinburgh First is requested to cancel the Event by any government or other authority.

By the Client:

16. The Event or any part thereof will be considered 'cancelled' by Edinburgh First when a Client, by written notification to the Event Manager:
  - a) cancels or postpones the entire Event or the facilities, accommodation and/or services
  - b) cancels or postpones any element of the Event or the facilities, accommodation and/or services (e.g. meal/syndicate rooms).
17. In the event of cancellation, Edinburgh First shall have the right to impose a cancellation charge which shall be calculated as a percentage of the Price as detailed below:
  - a) if cancelled 180-120 days prior to first arrival date, by 10%
  - b) If cancelled 120-90 days prior to first arrival date, by 15%
  - c) if cancelled 90-60 days prior to first arrival date, by 25%
  - d) if cancelled 60-30 days prior to first arrival date, by 50%
  - e) if cancelled less than 30 days prior to first arrival date, by 100%.

## **Security**

18. Unless specific arrangements are made with Edinburgh First, Edinburgh First accepts no responsibility or liability for any loss of or damage to property of the Client, delegates/guests or any third parties employed by the Client beyond that provided for in the Hotel Proprietors Act 1956 (as may be amended).

## **Fire, health and safety**

19. The Client shall (and shall procure that all third parties employed by the Client) comply at all times with all fire, electrical, health & safety regulations (whether statutory or otherwise) including (but not limited to) the Fire Precautions Act 1971 (as may be amended).
20. The Client shall ensure that any materials brought into Edinburgh First properties (e.g. stage sets) are so far as possible made of non-flammable materials, that fire exits are kept clear at all times, and where a fire exit sign will be obscured, the Client shall ensure that appropriate temporary signs are erected.
21. All electrical contractors must be NICEIC, EEA or IEE registered and the Client shall provide Edinburgh First with written evidence of this if so requested by Edinburgh First.
22. The Client shall provide Edinburgh First with a list of names of all visiting contractors and third parties if requested by Edinburgh First.
23. Edinburgh First reserves the right to evacuate premises in the event of a fire alarm or other emergency irrespective of whether it is a genuine emergency or not, in order to protect all guests and staff and in this event, does not accept any liability for any consequent delay to the Event.
24. The Client shall obtain the written approval from Edinburgh First and public authority (where necessary) if it (or any third party employed by it) wishes to fix items to the walls, floors and ceilings or to use smoke machines, lasers, fireworks, cracked oil, dry ice or any form of pyrotechnic.

## **General**

25. The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by Edinburgh First, its employees, agents, consultants or subcontractors and any other confidential information concerning Edinburgh First's business or its products which the Client may obtain.
26. In consideration of the provision of the Services, accommodation, facilities etc. to be provided under this Contract the Client hereby agrees to pay the Price to Edinburgh First together with any VAT eligible in respect thereof at the prevailing rate at the tax point date.
27. Information and data belonging to the Client and used by Edinburgh First for delegate registration or guest attendance purposes will remain the sole property of the Client. Except with the express written permission of the Client or if required by law or regulation, Edinburgh First will not disclose or use this information for any purpose other than those associated with the Service.
28. Edinburgh First undertakes to maintain database management procedures in compliance with the Data Protection Act 1998 (the "DPA").
29. The Client warrants that it has notified with the Information Commissioner as a data controller (as defined in the DPA) if it is legally required to do so and shall ensure that it is compliant with the terms of the DPA and has sufficient authority to pass any data to Edinburgh First.
30. The Client shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
31. 'Force Majeure' means any circumstance beyond the control of Edinburgh First including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, failure of energy sources or transport network, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs, or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power, non-performance or delays by suppliers or materials shortages.
32. Edinburgh First shall not be liable to the other of loss or damages arising from prevention or delay in performance of this Contract where same is a result of Force Majeure. For the avoidance of doubt, nothing shall excuse the Client from any payment obligations under the Contract.
33. If Edinburgh First is prevented or hindered from hosting the event by a Force Majeure event, Edinburgh First may, at its sole option and without being liable for any loss or damage suffered by the Client or any delegates or guests, relocate the event to another location or terminate the Contract forthwith by giving notice to that effect to the Client.
34. The benefit of this Contract may not be assigned by the Client without the prior written consent of Edinburgh First.
35. This Contract and any document referred to herein represent the whole understanding of the parties with regard to the subject matter hereof. Each and every provision in this Contract shall be read (where possible) as entirely independent and severable from the other or others. In all cases where a provision of this Contract is reducible, invalid or unenforceable in terms of any legislation or other legal authority, such provision shall not affect the validity of the remaining portion of this Contract which shall remain in force and effect.
36. No variation or alteration of any of these Terms and Conditions shall be effective unless it is in writing and signed by or on behalf of each party.
37. Scottish law shall govern this Contract and the parties to this Contract submit to the exclusive jurisdiction of the Scottish courts.

## **PART 2 - GROUP ACCOMMODATION BOOKING TERMS AND CONDITIONS**

**Part 2 of these Conditions apply to all Contracts entered into whereby the Client is booking accommodation.**

### **Booking numbers and guest details**

38. The Client will be due to pay for the Accommodation Guaranteed Number of room nights originally contracted with Edinburgh First. Any reductions in the Accommodation Guaranteed Number, duration or the Accommodation price will be subject to Edinburgh First's cancellation policy as set out in clauses 15, 16 and 17, subject only to the provisions of clause 39.
39. Up to 30 days prior to the first arrival date, the Accommodation Guaranteed Number may be reduced by up to 10% without penalty.
40. The Client shall provide Edinburgh First with a written rooming list providing details of guests/delegates for overnight accommodation at least 14 days prior to the Arrival Date.

### **Room availability**

41. Bedroom accommodation is available from 2.00pm on the day of arrival and must be vacated by 10.30am on the day of departure.

### **Payment terms and credit accounts**

42. For all bookings by clients who are part of the University of Edinburgh, the Client shall, within 14 days of the date of the relevant invoice or request for payment, pass for payment, in pounds sterling, all monies due under the Contract.

43. For all other bookings:
  - a) the Client shall pay the Accommodation Price in pounds sterling and within 14 days of the date of the relevant invoice or request for payment.
  - b) the Client shall pay to Edinburgh First 50% of the Accommodation Price, to be received by Edinburgh First no later than 90 days prior to the Arrival Date.
  - c) the Client shall then pay 50% or the balance, whichever is the greater, to be received by Edinburgh First no later than 30 days before the Arrival Date.
  - d) bookings made less than 45 days prior to the arrival date will require payment of the full balance immediately. Notwithstanding the terms of clause 4, Edinburgh First will not regard the Booking as confirmed until such payment has been made.
  - e) if the Client fails to pay any amount due under the Contract on the due date, Edinburgh First may charge interest at an annual rate of 3% above the base rate for the time being of Bank of Scotland PLC for the period from the due date up to and including the date of receipt.
  - f) all payments by the Client to Edinburgh First shall be made without deduction or set off.

### **PART 3 - EVENT BOOKING TERMS AND CONDITIONS**

**Part 3 of these Conditions apply to all Contracts entered into whereby the Client is booking facilities and/or an Event.**

#### **Event numbers and delegate/guest details**

44. The Client shall confirm final numbers for the Event to the Event Manager no later than 5 working days prior to commencement of the Event. If final numbers are less than that permitted under clause 45 then a cancellation charge will apply. If final numbers increase over those previously communicated to the Events Manager, the Client will be charged accordingly.
45. The Event Minimum Guaranteed Number may be adjusted by the Client provided that such adjustment is communicated to and accepted by the Event Manager. Any reduction in numbers, duration or Contract value will be subject to Edinburgh First's cancellation policy as set out in clauses 15, 16 and 17, subject only to the provisions of clause 46.
46. Up to 30 days prior to the start of the event the Event Minimum Guaranteed Number may be reduced without penalty by up to 10%.
47. Should the number of delegates/guests attending the Event significantly increase or decrease then Edinburgh First reserves the right (upon providing at least 3 working days' notice to the Client) to provide alternative accommodation and space of an appropriate size for the Event.
48. Should alternative facilities not be available for the relocation of an Event where numbers have significantly reduced or increased, then Edinburgh First reserves the right to charge the Client for the Event Minimum Guaranteed Number last notified by the Client to Edinburgh First and before the significant reduction/increase.
49. The Client shall provide the Event Manager with a written rooming list providing details of delegates/guests for overnight accommodation, confirmed event programme details and confirmation of all services required at least 14 days prior to the Event.

#### **Room availability**

50. Bedroom accommodation is available from 2.00pm on the day of arrival and must be vacated by 10.30am on the day of departure.
51. Other rooms booked for the Event are available from the times specified in the Contract.
52. If a particular room, which has been booked by the Client, is unavailable on the required dates, Edinburgh First reserves the right (without liability) to relocate the event to an alternative room of a similar standard.

#### **Outside and third party contractors**

53. Edinburgh First reserves the right to refuse any external entertainment, services or activities that the Client may have arranged and does not accept any liability for the acts or omissions of any party employed by the Client in connection with the Event
54. The Client shall (and shall procure that all third parties employed by the Client) comply at all times with the regulations (whether statutory or otherwise), Edinburgh First rules and regulations and any reasonable requests by Edinburgh First.
55. The Client shall ensure that these Conditions are brought to the attention of all third parties employed in connection with the Event and the Client shall indemnify Edinburgh First for any breach of these Conditions but any third parties employed in connection with the Event.

#### **Payment terms and credit accounts**

56. For all Bookings by Clients who are part of the University of Edinburgh:
  - a) the Client shall, within 14 days of the date of the relevant invoice or request for payment, pass for payment, in pounds sterling, the Event Price due under the Contract
  - b) the Client shall notify Edinburgh First of any disputed amounts within 5 working days of the date of the invoice or request for payment and the Client shall pay the undisputed amount within 14 days of the date of the invoice; the disputed amount alone may be withheld until the dispute is resolved
  - c) all payments by the Client to Edinburgh First shall be made without deduction or set off
  - d) where the Event booked is a Wedding or is related to a Wedding or a private event, then the Client shall pay to Edinburgh First a non-refundable deposit of £500; notwithstanding the terms of clause 4, the Booking will not be considered as confirmed until that deposit has been received by Edinburgh First. The remaining balance of the Event Price will be due at least 42 days prior to the Event date.
57. For all other bookings:
  - a) the Client shall make all payments due under the Contract in pounds sterling and within 14 days of the date of the relevant invoice or request for payment
  - b) a credit account may be applied for up to 28 days prior to the Event and, if accepted, will be confirmed to the Client by Edinburgh First. For the avoidance of doubt, credit accounts are given at the absolute discretion of Edinburgh First and such facilities may be withdrawn or amended at any time by Edinburgh First
  - c) if the Client is an approved credit account customer of Edinburgh First, the Client shall pay a deposit of 50% of the Event Price at least 42 days prior to commencement of the Event and shall pay the balance of the sum due within 14 days of the date of the invoice
58. If the Client is not an approved credit account customer of Edinburgh First, the following provisions apply:
  - a) the Client shall pay the full Event Price and any additional costs incurred by Edinburgh First in connection with the Event at least 42 days before the date of the Event
  - b) the Client shall provide Edinburgh First with credit card details at least 7 days before the Event to cover the cost of any additional charges that may be incurred.
  - c) should the Event Price increase after the payment has been received, Edinburgh First may require an additional sum be paid prior to the Event
  - d) if the Client fails to pay any amount due under the Contract on the due date, Edinburgh First may charge interest at an annual rate of 3% above the base rate for the time being of the Royal Bank of Scotland PLC for the period from the due date up to and including the date of receipt
  - e) the Client shall notify Edinburgh First of any disputed amounts within 5 working days of the date of the invoice or request for payment and the Client shall pay the undisputed amount within 14 days of the date of the invoice; the disputed amount alone may be withheld until the dispute is resolved
  - f) all payments by the Client to Edinburgh First shall be made without deduction or set off
  - g) where the Event booked is a Wedding or is related to a Wedding or a private event, then the Client shall pay to Edinburgh First a non-refundable deposit of £500; notwithstanding the terms of clause 4, the Booking will not be considered as confirmed until that deposit has been received by Edinburgh First. The remaining balance of the Event will be due at least 42 days prior to the Event date.

#### **Licences**

59. Edinburgh First shall be responsible for applying for any additional licences, consents and permits required in connection with the Event, provided the Client gives sufficient notice of their exact requirements to allow such applications to take place and the Client meets the reasonable costs associated with such application. The Client shall not be entitled to cancel or postpone the Event on the basis of an unsuccessful application. This excludes the application for wedding (AP1) and public entertainment licenses which need to be obtained by the Client.
60. The Client shall (and shall procure that all third parties employed by the Client) comply with the terms of all licences, consents and permits (including any conditions attached thereto) and any decision or recommendation by the licensing officer or other licensing or entertainment authority.