

## Edinburgh Napier University Event Booking Terms and Conditions

### 1. Interpretation

1.1 In these Conditions the following definitions apply:

“Booking” means the Client’s booking for an event, including, but not limited to, the event space, facilities and services booked by the Client.

“Client” means the person or firm making the Booking through the University’s Conference and Letting Department.

“Conditions” mean these terms and conditions as amended from time to time.

“Contract” means the contract between the University and the Client in respect of the Booking in accordance with these Conditions;

“University” means the Court of Edinburgh Napier University, constituted by The Napier College of Commerce and Technology (No. 2) Regulations 1985 and the Napier University Order of Council 1993, of 219 Colinton Road Edinburgh EH14 1DJ, a registered Scottish Charity No. SC018373 acting through the Conference and Lettings Department.

### 2. Basis of Contract

2.1 Completion of the contract by the Client constitutes an offer by the Client to make the Booking in accordance with these Conditions.

2.2 The contract shall only be deemed to be accepted when the University receives it, at which point and on which date the Contract shall come into existence. Until such time the University reserves the right to release the event space held by the Client in accordance with the contract.

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the University which is not set out in the Contract.

2.4 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.

2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 business days from its date of issue.

### 3. Bookings

#### *Provisional Bookings*

3.1 A provisional booking is only valid for a period of 10 business days from the date of acceptance by the University. Such acceptance of a provisional booking does not constitute a Contract between the University and the Client and any subsequent Contract for a Booking must be concluded in accordance with the terms of clause 2.

## *Deposits*

3.2 The University may request a 20% deposit along with the signed contract. The deposit will be non refundable in the event of cancellation at any stage. In addition, cancellation charges may be incurred in accordance with clause 4.

3.3 A damages deposit may also be requested by the University as security for any loss or damage to University property caused by the Client, its guests/delegates or third parties employed by the Client which is returnable if no loss or damage is sustained.

## *Guest/Delegate Numbers*

3.4 Minimum numbers for guests/delegates are provided in the University's brochure. Any Bookings where numbers fall under the minimum number stated in the University's brochure will incur additional charges and penalties. A reduction in numbers (after the Contract has been formed) of more than 25% will incur full charges.

## *Weddings/Catered Functions*

3.5 In relation to weddings and catered functions the following conditions apply:

3.5.1 A planning meeting will be held to discuss requirements.

3.5.2 Clients shall pay an agreed per head deposit (based on numbers agreed at the planning meeting). This will be invoiced after the planning meeting and is usually £30.00 per person for weddings. The remaining balance for the Booking will usually be invoiced after the event, however the University reserves the right to request the balance to be paid before the event takes place if required.

3.5.3 The choice of menu must be confirmed at least one month prior to the event. The number of vegetarian meals must be stated when final numbers are provided in accordance with clause 3.5.6.

3.5.4 Table plan details, if required, should be provided no later than 2 weeks prior to the event.

3.5.5 Any amendments to table plans and menu cards requested after the dates set out in clauses 3.5.3 and 3.5.4 (as applicable) may incur a late administration charge of £25.00.

3.5.6 Final numbers are required 7 days before the event. This will be the number charged for, unless exceeded.

3.5.7 For catering purposes, children under 12 years of age are charged at 50% of the adult rate. A children's menu is also available.

3.5.8 All catering prices include VAT at 20% (at the time of publishing). Prices are subject to change without prior notice due to duty/VAT changes. Menu and wine/bar prices are subject to alteration without notice due to variations in market prices. All information and prices in the brochure were correct at the time of printing. The University cannot accept responsibility for any errors or omissions.

## *Licences and the Sale of Alcohol*

- 3.6 Subject to clause 3.18, the University 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 (at least 8 weeks) to allow such applications to take place and the Client meets the reasonable costs associated with such applications. The Client shall not be entitled to cancel or postpone the event on the basis of an unsuccessful application.
- 3.7 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.
- 3.8 Notwithstanding the University obtaining an appropriate licence, draught beer will not be made available at the event. In addition, the University does not offer corkage.
- 3.9 Children under 14 are not permitted into the bar area whilst it is being used for the sale of alcohol.
- 3.10 Guests/delegates of the Client are not permitted to bring onto the University's premises any alcohol for personal consumption. Any guest/delegate found to be consuming alcohol not purchased from the licensed bar will be asked to leave.

### *Additional Requirements*

- 3.11 Full details of any equipment the Client intends to use, or have a third party use, during the event should be notified in writing to the University 30 days prior to the event. The University, in its sole discretion, may refuse to allow the use of any such equipment that it considers is a risk to the health and safety of any person on its premises.
- 3.12 Notwithstanding the generality of clause 3.11, the Client shall obtain the written approval from the University and the 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.
- 3.13 An additional charge will be applied by the University in relation to the use of the University's audio visual equipment. In addition, the Client should be aware that some of the University's audio visual equipment may only be operated by a University employee.
- 3.14 Where exhibitions are to be held, the Client must secure in advance the approval of the University's Safety Advisor in relation to each exhibitor. Details of layout must be provided to the University on request via one of the University's Conference Coordinators.
- 3.15 Permission to use additional furniture, fittings and/ or move existing equipment from out with the University must be obtained in advance from the University. Any portable electrical appliances brought to the University must have been suitably tested in accordance with the Electricity at Work Regulations, 1989.
- 3.16 Specific booking times in relation to the Client's additionally requirements must be stated and agreed. Unscheduled rehearsals, use of premises etc., will not be permitted unless arrangements have been negotiated with the University.
- 3.17 Alteration to lighting circuits may only be made with the consent of the University.

3.18 The Client shall be wholly responsible for satisfying any conditions imposed by the Copyright Designs and Patents Act 1988, the Theatres Act 1968, or the Civic Government (Scotland) Act 1982 and for obtaining the necessary licences (e.g. Public Entertainment Licence), performing rights and copyright for any performances being given.

3.19 A nominal staffing charge will be levied for any events where set up requests are considered excessively time consuming.

#### *Fire, Health and Safety*

3.20 The Client shall (and shall ensure that all third parties employed by the Client) comply at all times with all fire, electrical, health and safety regulations (whether statutory or otherwise) including (but not limited to) the Fire Precautions Act 1971 (as may be amended).

3.21 The Client shall ensure (and shall ensure that all third parties employed by the Client ensure) that any materials brought into the University's premises (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.

3.22 All electrical contractors contracted by the Client must be NICEIC, EEA or IEE registered and the Client shall provide the University with written evidence of this if so requested by the University.

3.23 The University 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.

3.24 If any member of the Client's party maliciously interferes with the University's fire alarm system a penalty of £400.00 will be imposed on the Client.

#### *General*

3.25 No pets will be allowed on the University's premises with the exception of guide dogs.

3.26 No gaming or betting shall be allowed on the University premises.

### **4. Cancellations**

#### *Cancellation by the Client*

4.1 The Client will be charged a nominal administration fee in respect of any wedding or catered function cancelled after the planning meeting. In addition, any licence successfully applied for and obtained by the University prior to notification of the cancellation will also be charged.

4.2 The Contract is formed with the named parties on the booking form. Where there is more than one named party on the booking form in relation to the Client, the University will accept cancellations from any named party. Please note should one named party cancel the event the University will not verify this with the remaining named parties on the booking form.

#### *Cancellation by the University*

4.3 The University reserves the right to cancel any Booking (or any part thereof) at any time for the following reasons:

4.3.1 The Client fails to adhere to any of the Conditions.

4.3.2 In the opinion of the University, there has been a significant change to the Booking.

4.3.3 In the opinion of the University, the event may prejudice the University's reputation.

4.3.4 The University has received significant negative press on the prospective event.

4.3.5 The University has received large numbers of complaints from staff, students or members of the public.

4.3.6 The University has received notification of any controversial speakers/attendees from the Client or otherwise.

4.3.7 The University has received notification of any previous, current or potential disorder linked to the event from the Client or otherwise.

4.3.8 The Client is insolvent or the University has reasonable grounds for anticipating the same.

4.3.9 The Client is in arrears by more than 30 days in respect of any payment due to the University.

4.3.10 The University is made aware of any negative factor (in the University's opinion) relating to the event.

4.3.11 If any part of the University's premises is closed, damaged or required for emergency purposes due to circumstances beyond the University's control or is required for specific University business such as examinations.

4.3.12 The University is requested to cancel the event by any government or other authority.

4.4 In the event of cancellation by the University pursuant to clause 4.3.11, written notice will be provided and any deposit paid by the Client will be refunded.

#### *Cancellation Charges*

4.4 The University operates a cancellation policy, further details are as follows:

4.4.1 Any deposits taken are non refundable.

4.4.2 Additional charges for cancellations are set out below.

|                               |  |
|-------------------------------|--|
| Within 7 days (within 1 week) | Full payment of total value of Contract, based on most recent numbers given. |
| 8 – 21 days (within 3 weeks)  | 75% of total value of Contract, based on most recent numbers given.          |
| 22 -35 days (within 5 weeks)  | 50% of total value of Contract, based on most recent numbers given.          |

|                               |   |
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| 36-56 days (within 8 weeks)   | 25% of total value of Contract, based on most recent numbers given. |
| More than 57 days (> 8 weeks) | No cancellation charge  |

## 5. Payments

- 5.1 The Client shall make all payments due under the Contract in pounds sterling (£) and in accordance with the details provided on the invoice.
- 5.2 If the Client fails to pay any amount due under the Contract on the due date, the University 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.
- 5.3 All payments by the Client to the University shall be made without deduction or set off.
- 5.4 The Client shall be responsible for any bank charges or exchange rate differences in the event that payment is made by BACS transfer.
- 5.5 Amendments to invoices after issue will result in a £25.00 administration fee. Invoice details will be based on the information provided on the booking form/contract unless otherwise specified.

## 6. Client Obligations

- 6.1 The Client shall designate a responsible person to be present throughout the event who will be accountable for the behaviour of those present. This person will be expected to highlight the University's fire drill and first aid procedures to guests/delegates and for ensuring guests/delegates refrain from drinking alcoholic beverages in undesignated areas.
- 6.2 Should any guests/delegates of, or third parties employed by, the Client behave in a manner that is considered unacceptable to the University, then the University 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.
- 6.3 The client shall agree to assist the University in addressing its duty under the Prevent Statutory Duty. Please follow this link for more information:  
[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/445921/Prevent\\_Duty\\_Guidance\\_For\\_Higher\\_Education\\_Scotland\\_-\\_Interactive.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/445921/Prevent_Duty_Guidance_For_Higher_Education_Scotland_-_Interactive.pdf).

## 7. Liability

- 7.1 The Client shall pay for the cost of repairing any damage caused to the property, contents or grounds of the University by the Client, its guests/delegates or third parties employed by the Client in connection with the event. Damage will be made good by Edinburgh Napier University and the cost will be charged to the Client.
- 7.2 The University does not accept responsibility for the loss of property belonging to, nor accidents sustained by, the Clients, its guests/delegates or third parties employed by the Client using the University's facilities. Clients wishing to store gifts and equipment after an event do so at their own risk.

7.3 The Client is responsible for any injury, loss or damage to any person, including its guests/delegates or third parties employed by the Client, or to any property including the University's property which arises out of the Booking or any activities connected with it. The Client is advised to arrange appropriate liability insurance in relation to claims arising out of the Booking. The Client shall produce satisfactory evidence of such insurance on demand.

7.4 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.5 Without prejudice to the Conditions and subject to clause 7.7, the University's maximum aggregate liability for breach of this Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, delict (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the value payable by the Client under this Contract.

7.6 Without prejudice to the Conditions and subject to clause 7.7, the University shall not be liable in contract, delict (including negligence), misrepresentation or otherwise under this Contract for:

7.6.1 loss of profit;

7.6.2 loss of revenue;

7.6.3 loss of business; or

7.6.4 indirect or consequential loss or damage,

in each case, however caused, even if foreseeable.

7.7 Nothing in this Contract shall exclude or in any way limit:

7.7.1 either party's liability for death or personal injury caused by its own negligence;

7.7.2 either party's liability for fraud or fraudulent misrepresentation; or

7.7.3 liability for any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

7.7.4 any other liability which cannot be excluded by law.

7.8 The Client shall indemnify and keep indemnified the University from and against all claims, actions, damages, liabilities and costs (including professional fees) arising out of the acts or omissions of the Client or any guest/delegate of, or third party employed by, the Client, save to the extent that any such claim arises as a result of the negligence of the University, its employees or agents.

## **8. Outside and Third Party Contractors**

8.1 The Client shall provide the University with a list of names of all visiting contractors and third parties if requested by the University.

8.2 The University 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.

8.3 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), the University rules and regulations and any reasonable requests by the University.

8.4 The Client shall ensure that these Conditions are brought to the attention of all third parties employed in connection with the event.

## **9. Data Protection**

9.1 The University collects and processes personal data and information for health and safety reasons, for business analysis and to provide information about other University services and forthcoming activities/events. The University will process such information in accordance with the Data Protection Act 1988 and the University's data protection policy as amended from time to time (a copy of which is available on request). It is the Client's responsibility to inform the University in writing of any changes to personal details promptly. The Client hereby expressly consents to the University processing personal data and information in such a way.

9.2 The University operates CCTV and similar equipment to monitor safety and security and may monitor communications as permitted by relevant legislation.

## **10. Freedom of Speech and Potential Disruption**

10.1 It is necessary for the University to take reasonable steps to ensure freedom of speech within the law (Further and Higher Education (Scotland) Act 2005). This applies, in addition to students and staff, to speakers at meetings organised by outside bodies using the University's premises. Permission must be gained from the University in respect of press, television and radio coverage of an event.

10.2 If the Client anticipates disruption of any kind during a Booking he/she/it should inform the University at the time of submitting the contract. In particular, the Client must complete an External Speaker Event Booking Form (available on request) setting out full details of any proposed speakers and the subject matter of their talks. The University can also request that this form be completed in respect of any event using the University's premises. The External Speaker Event Booking Form must be returned to the University at least 7 days before the event. The University will subsequently undertake a detailed risk assessment of the event. Where such notification is not provided within the 7 days, it will be deemed that the Client is in breach of Contract and the University will have the right to withdraw permission or use of its premises and the full cost will be charged to the Client.

## **11. Relocation of Booking**

11.1 The University reserves the right to relocate any event. When an event cannot be moved to an appropriate facility the Client will receive written notification and a full refund will be given.

11.2 Notwithstanding the terms of clause 11.1, in no circumstances shall the University be liable to the Client for any loss of business or income as resulting from the relocation or cancellation of an event.



## **12. Building Work**

- 12.1 The University's premises are offered for events as seen at the time of submission of the contract and no building work out with normal maintenance will be undertaken by the University to accommodate a special activity. Notwithstanding the foregoing, the University reserves the right to carry out immediate and necessary building work on the University's premises despite having confirmed bookings. The Client will be informed if the University considers the building work to affect the Booking.
- 12.2 From time to time, building work and its associated noise is unavoidable in the locale of the University. The University does not control such work, and does not always receive advance notice of when it will begin, or detailed information as to the nature of the work to be undertaken at any specific time. Any disruption to the Booking caused by this may not form the basis for any claim for discount of compensation.

## **13. Force Majeure**

- 13.1 The University shall not be obliged to perform any obligation under the Contract, if such performance is rendered impossible, sustainably more difficult or delayed as a result of Acts, Orders or Regulations issued by central or local government, industrial disputes (whether official or unofficial) war, hostilities, riots, flood, fire, accident, act of God, epidemic, failure or shortage of supplies, alteration or redecoration of the University, or from any other cause, event or due regard to its interests. The University shall not be liable for any loss, damage, cost or delay arising from or as a result of such non-performance.

## **14. Accessibility**

The University represents and warrants that its campus and entire facilities, including but not limited to the main entrance, meeting spaces, public areas and toilets are handicap and wheelchair accessible.

## **15. General**

- 15.1 No variation or alteration of any of the Conditions shall be effective unless it is in writing and signed by or on behalf of each party.
- 15.2 The Client shall not (and ensure that all guests/delegates and third parties employed do not) use the name, logo or any details of the University for any matter without the prior written consent of the University.
- 15.3 The failure of the University to exercise or enforce any right conferred on it by the Contract shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.
- 15.4 Save to the extent expressly set out in the Contract, the Contract is not intended nor shall it create any rights, entitlement, claims or benefits enforceable by any person that is not a party to it.
- 15.5 Scottish law shall govern this Contract and the parties to this Contract submit to the exclusive jurisdiction of the Scottish courts.