For The University of Warwick

When you make a booking with us or through us, it is important that you and we know clearly who is responsible for what. This contract sets this out.

The following are the terms and conditions which apply to the Booking Contract between "you", and the University of Warwick ("we", "us", "our", etc.), (company number 2446501) whose registered office is at University House, Kirby Corner Road, Coventry CV4 8UW, as stated on the Booking Contract. Our registered VAT number is GB 545270058.

Please read these terms carefully before you sign and submit your Booking Contract to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other impor tant information. If you think that there is a mistake in these terms, please contact us to discuss.

1. Who is this contract between?
The contract is between us and you, not any other person or organisation for whom you book rooms, meals, facilities or other catering, event management or event production services set out in the Booking Contract (the "Services"). You accept responsibility for paying all charges, including any extra charges arising under this Booking Contract.

The Booking Contract is personal to you and you may not transfer your rights under this contract to any other person, or organisation.

2. How to contact us
You can contact us by calling our customer service team at 02476 523222 or by writing to us at conferences@warwick.ac.uk, Warwick Conferences, the University of Warwick, Rootes Building, Gibbet Hill Road, Coventry, CV4 7AL.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

When we use the words "writing" or "written" in these terms, this includes emails.

3. Provisional bookings
We may agree to you making a provisional booking. You may cancel provisional bookings without penalty. If you do not confirm your provisional booking, we reserve the right to cancel it, however we will endeavour to provide you with at least 48 hours' notice. For the avoidance of doubt, a provisional booking will not constitute a legally binding contract between us and you.

4. Confirming your booking
Your booking becomes confirmed and a contract between us comes into existence, on the basis of these terms and conditions, upon receipt by us of an unaltered Booking Contract signed by you. The Booking Contract will state the Services which you have booked, and it will include a clear statement of any other arrangements which have been agreed between you and us.

When you confirm a booking, you agree to pay all the charges for Services set out on the Booking Contract, unless these are changed or cancelled under the terms of clauses 9, 10, 12, 13 or 14 below. In that case you must pay the charges in accordance with the relevant clause.

5. Making a booking more than a year ahead
This clause 5 only applies if you are a business customer.
If you book more than a year ahead, we may need to increase our charges to reflect any increase in the cost to us of providing the Services at the time of the event. When you book, you agree to pay the charges for the Services set out on the Booking Contract, plus VAT (if this applies) at the rate applicable at the time of the event. We reserve the right to increase our charges from the figures we quote to you when you make the booking. However, we will not increase our charges in the 12 months before the event.

Following your confirmed booking, we will notify you of any changes to our charges. If the changes would increase the total amount payable for the items on the current Booking Contract by more than the increase in the Retail Prices Index, between the date of your booking and the date of the event, you will have the right to cancel the booking without charge provided that you notify us in writing within one month of us notifying you of the changes. If you do not withdraw from the booking then you agree to pay the increased amount.

6. Price and paying your invoice

Subject to clause 5, the price for the Services (which includes VAT) will be the price stated in the Booking Contract.

If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

Unless we have asked you to pay a deposit, or advance payment, (see clause 7), you will be invoiced for all charges approximately seven days after the provision of the Services. You must pay in sterling the full amount of the invoice, to the address shown on the invoice, within 14 days of the date of the invoice. You will pay any bank charges incurred in making the payment.

If you do not pay the invoice in full within 14 days, we will charge you interest on the amount outstanding at the annual rate of 4% above National Westminster Bank plc base rate on a daily basis until the actual date of payment (both before and after any judgement).

If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Payment in advance

We reserve the right at any time to undertake a credit check to make sure that you will be able to meet all charges when they fall due. If we are not reasonably satisfied at any time that you will be able to meet the charges, we may, at our sole discretion, cancel the booking unless you pay a deposit or pay part of the charges in advance as we may decide or, **if you are a business customer**, pay part or all of the charges in advance as we may decide. The extent of the deposit, or part payment, is at our sole discretion. The same applies if we later become aware of problems with your financial situation.

8. Overseas customers and guarantees

If you are a customer from outside the UK, we reserve the right to ask for a guarantee of payment from a UK Clearing Bank and to cancel the booking if the guarantee is not provided within 14 days of our request. You will have the right to withdraw your booking without charge within seven days of us telling you of our requirements, if they are not acceptable to you, by notifying us in writing.

9. Altering your booking

If, by written agreement with us, you alter your booking, we will send you a new Booking Contract to sign and return within 14 days. The Booking Contract will set out the Services you have booked and agreed with us. It will include details of any extra facilities which you may have agreed with us and of any items you have cancelled, but which must be paid for under clause 10. Each new Booking Contract issued by us will, when signed by you, replace any previous Booking Contract.

10. Cancelling all or part of your booking

10.1 Cancellation more than one year in advance of the start date of the event

If you cancel part of the booking, we reserve the right to move your booking to facilities more suited to the reduced size of the event, subject to the availability of such facilities. For bookings with delegate numbers of 150 or more, cancellation charges apply at 15% of the total value of the booking.

10.2 Cancellation less than one year in advance of the start date of the event

If you cancel all or part of your booking less than one year before the start date of the event, we will endeavour to re-sell any cancelled accommodation only and if we are unable to re-sell, the following cancellation charges will apply:

For conference services confirmed in the Booking Contract the following cancellation charges shall apply:

- If you cancel an aggregate of more than 5% of the conference services confirmed in the Booking Contract during the period one year or less before the event, or

- If you cancel any or all of the conference services (including if you cancel 5% or less) within the period of 14 days or less, but more than 24 hours before the event,

You will be liable for the following cancellation charges, calculated on the total value of your booking:

Timeframe	**Cancellation Charges (on total booking value)**
More than 9 months before event	25% cancellation charge
From 6 months to less than 9 months before the event	40% cancellation charge
From 3 months to less than 6 months before the event	65% cancellation charge
From 1 month to less than 3 months before the event	80% cancellation charge
From 14 days to less than 1 month before the event	90% cancellation charge
Less than 14 days before event	100% cancellation charge

For event management services confirmed in the Booking Contract the following cancellation charges shall apply:

Timeframe	Cancellation Charges
Less than 1 year but more than 14 days before event	reasonable compensation for the net costs we incur due to your cancellation
14 days or less before the event	100% of the charges for event management services

For event production services confirmed in the Booking Contract the following cancellation charges shall apply:

Timeframe	Cancellation Charges
Less than 1 year but more than 14 days before event	50% of the charges for event production services
14 days or less before the event	100% of the charges for event production services

For external catering services confirmed in the Booking Contract the following cancellation charges shall apply:

Timeframe	Cancellation Charges
Less than 1 year but more than 14 days before event	No cancellation charge will be payable
14 days or less but more than 24 hours before event	63% of the charges for external catering services.
24 hours or less before the event	100% of the charges for external catering services.

10.3 If you are a business customer, unless we agree otherwise, we will treat any changes you make in dates for accommodation, or in dates or times of room hire or meals, as a cancellation and the charges set out above will apply.

11. Giving us the final details

You must confirm in writing final timings, menus and any special food requirements not less than 14 days before the scheduled commencement of the event. If you do not do this, we will supply and charge you on the basis of any provisional timings, menus and any special food requirements previously provided.

12. Our rights to end the Booking Contract

12.1 We may end the Booking Contract for the Services at any time by writing to you if:

- you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services;
- we reasonably believe, in our sole discretion, that expression at the event will be unlawful (to the extent of being in breach of Article 10 of the European Convention on Human Rights) or that the event will cause reputational issues for us or that the event otherwise conflicts with our interests;
- we deem necessary for any other reason.

12.2 In the event of termination, we will refund any money you have paid in advance for the Services we have not provided but we may, subject to our sole discretion, deduct or charge reasonable compensation for the net costs we incur due to the termination or in preparation for the event, including any costs incurred in reliance on the Booking Contract. We will not be liable for any indirect, consequential, or reputational losses arising from the termination.

13. Changes or cancellations by us because of events beyond our control

Our Liability

We will not be liable and have the right to alter or cancel any booking as outlined in the **Booking Contract** that we cannot keep due to reasons beyond our control. These reasons include (but are not limited to) **Acts** of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic (including any related non-performance of a supplier/sub-contractor other than a companies in our group) terrorist attack, riots, war (including the threat of or preparation for war), imposition of sanctions, breaking off of diplomatic relations, chemical or biological contamination, interruption or failure of utility service(s), any law or action taken by a government or public authority (including imposing an export or import restriction), collapse of building, fire, explosion and accident, and any labour or trade disputes (including strikes and/or industrial action).

Alteration or Cancellation

If we need to alter or cancel your booking, we will contact you as soon as possible and will use all reasonable efforts to offer you an alternative booking.

Acceptance of Alternative Booking

If you do not wish to accept an alternative booking or wish to cancel your **Booking Contract**, you must notify us within five (5) working days of our contact regarding the alteration or cancellation of your booking.

Deposit Use and Cancellation Charges

Where you wish to accept an alternative booking, we will use your deposit towards that alternative booking. If you wish to cancel your booking, we may withhold your deposit, and **cancellation charges** may apply.

14. Changes to room allocations and other changes
To meet the needs of as many customers as possible, we may alter the meeting rooms, dining rooms or residential accommodation allocated to you provided that this does not adversely affect the Services. There will be no extra charge to you if we change your room allocations.

We may make minor changes to the Services provided under this agreement to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements.

15. Arrival and departure times

Bedrooms will be available from 3pm on the day you arrive. Check-out times are 9:30AM, unless you arrange otherwise in writing with us. Please make sure that the members of your party know this as we may charge you for extra costs incurred because of failure to leave rooms on time. Meeting rooms are available only for the time shown on the Booking Contract. Extensions will be possible only with our agreement and you may be charged accordingly at our current rates.

16. Animals and pets
Please make sure that the members of your party know that no animals or pets of any kind, except assistance dogs, are allowed on buildings and facilities owned or controlled by us that we make available to you for the event (the "**Premises**").

17. Food and drink
We calculate our charges on the basis that we will provide all food and drinks that you and your party need. You, or any member of your party, must not bring food or drinks onto the Premises to eat or drink here without our prior express agreement. You will be charged corkage or equivalent charges for all drinks or food brought in and consumed on the Premises.

18. Behaviour on our Premises
You must make sure that you, members of your party and anyone visiting you at the Premises behave in such a way that they do not cause a nuisance or unreasonable disruption to us, our members or employees, or to any other visitor to the Premises.

You agree that you and the members of your party will comply with our Ordinances, Regulations and Rules, in particular:

- We are required to conduct a risk assessment for all events (on-campus and off-campus involving our branding) especially those involving external speakers in order to comply with our legal and regulatory requirements. Our obligations in this regard are set out under Regulation 29: Freedom of Speech https://warwick.ac.uk/services/gov/calendar/section2 /regulations/meetings/ and Procedures for the Approval of Speakers at Conferences held on University Property:
  https://warwick.ac.uk/services/gov/calendar/section2 /regulations/meetings/procedures_for_approval_of_external_speakers_for_conferences.pdf
- Guidance for Events including Under 18's and Vulnerable Adults
  https://warwick.ac.uk/services/conferences/terms/guidance_for_events_for_under_18s_and_vulnerable_adults_2025.pdf

You agree to pay us for any loss or liability of any kind to any person and/or suffered and/or incurred by us which results from you, any member of your party or person visiting you at the University failing to obey any University Ordinance, Regulation and/or Rule or otherwise.

If you are a business customer, you should make sure that you are fully insured against all losses or liabilities referred to in this clause. We reserve the right to refuse to accept any booking without proof that you have enough insurance to cover your liability under this clause.

19. Your responsibilities for under 18's and vulnerable adults in your party
It will remain your responsibility to undertake an adequate risk assessment for your complete event in compliance with all relevant legal requirements. Where the booking you wish to make with us may comprise, at the relevant time, individuals under the age of eighteen (18) and vulnerable adults shall be supervised by an adult at all times. You will also ensure that all necessary child protection measures and arrangements in connection with your proposed activity are in place. Without limitation these will include:
(i) undertaking an appropriate risk assessment;

(ii) ensuring that your staff are properly trained and briefed on procedures for dealing with concerns about child protection;

(iii) seeking and obtaining appropriate levels of Disclosure and Barring Service ("DBS") checks on such staff; and
(iv) ensuring that you have adequate and appropriate insurance arrangements in place.

You agree to share an appropriate risk assessment with us 30 days' prior to the event. Without prejudice to anything stated under these terms and conditions, if you fail to meet any of the obligations outlined under this clause 19, we reserve the right to terminate the Booking Contract without any liability to you.

You understand that although we may provide you with guidance on the risk assessment it remains your legal responsibility at all times to have a legally adequate risk assessment in place for the provision of Services.

20. Your responsibilities for services provided on your premises
Where we provide Services to you at your premises, you shall provide us with access to such parts of your premises as we reasonably require for the purposes of providing the

Services and you shall ensure that a safe working environment for the provision of the Services is provided at such premises.

21. Services provided by a third party
If you ask us to arrange for a service to be provided by any third party, we will only act as an agent for you. Any resulting contract is between you and the third party providing the service and you shall be entirely responsible for the payment of any third party's fees, costs and expenses. We reserve the right to charge an administration fee of fifteen (15) per cent on the total invoiced value for goods and services ordered at your request by us. We will treat the third party as a person visiting you at the Premises (see clause 18).

22. Eligible body status
Certain bodies can claim eligible body status and thereby we may, at our discretion, and on receipt from you of a declaration of your eligibility, exempt the supply with regard to the value added tax (VAT). We reserve the right to recover any VAT that should have been charged to customers who have incorrectly declared themselves to be eligible for exemption.

23. Using our name without permission
You may not use:

- the name and/or logo of the 'University of Warwick' and/or any of its departments or subsidiaries including the name and/or logo of Warwick Conferences without our written permission;
- any photographs of any part of the Premises or elsewhere at our campus without written permission from us and, in any event, shall only be used for the purposes of promoting the event;
- save for the provision of the Services, you must not express or imply any association with the University of Warwick as an academic body.

24. Copyright
For event production services pursuant to the Booking Contract, you agree that all relevant consents and approvals have been obtained from participants and attendees of the event in relation to our Services and your use of the media produced by us in the provision of the event production.

Notwithstanding anything contained in statute or any legal instrument, any data collected under this clause will only be held for a period of one (1) year. Any claims pursuant to this Booking Contract can only be instituted within a period of one (1) year from the date of signing of the Booking Contract by you.

For event production: You shall have thirty (30) days to inspect the Services pursuant to this Booking Contract. If you determine or deem any aspect of the Service to be contrary to the provisions outlined in the Booking Contract then you will promptly notify us, in writing, clearly outlining any issues.

25. Damage/loss of property, and removal of waste
We shall not be liable for any damage or loss to property, valuables or money resulting from information provided by us or any agent or employee acting for us save where such loss or damage is caused by a wilful or negligent act of such person. Whilst we use all reasonable endeavours to ensure the safety of all persons and their property on the Premises no responsibility is accepted by us or our servants, agents or representatives for the care of property of any description including money, valuables, luggage, clothing or motor vehicles belonging to you, members of your party, visitors and/or guests save where such loss or damage is caused by our wilful or negligent act. You are responsible for ensuring that all rooms relating to your party are locked when not in use and that all members of your group take all money and valuables with them.
You will be responsible for meeting all reasonable removal and storage charges if items of property and belongings are left on the Premises. We will not accept any responsibility for loss or damage to any items left as such. In any event, we will not keep any items for longer than one (1) month, after which they will be disposed of. You will be invoiced for any reasonable charges and costs incurred by us to remove such items from the Premises.

26. Our responsibility for loss or damage suffered by you if you are a consumer
If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; and for breach of your legal rights in relation to the Services.

We are not liable for business losses. If you are a consumer we only supply the Services to you for domestic and private use. If you use the Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 27.

27. Our responsibility for loss or damage suffered by you if you are a business
27.1 Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

27.2 Except to the extent expressly stated in clause 27.1 all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

27.3 Subject to clause 27.1:

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Booking Contract; and
- our total liability to you for all other losses arising under or in connection with this Booking Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total amount payable by you as specified in the Booking Contract.

28. Data Protection

If you are a business customer:

In this clause 28, "Data Protection Legislation" shall mean: all applicable **data** protection and privacy legislation in force from time to time in the UK including the General **Data** Protection Regulation (*(EU) 2016/679*) (UK GDPR); the **Data** Protection Act 2018 or any successor legislation; and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended; and any relating to personal **data** and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal **Data** (including, without limitation, the privacy of electronic communications) ; and the guidance and codes of practice issued by the relevant **data** protection or supervisory authority and applicable to a part.

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 28 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

The parties acknowledge that for the purposes of the Data Protection Legislation, the parties shall each act as a data controller (as defined in the Data Protection Legislation) where we provide conference services which includes accommodation.

Where we provide conference services (excluding accommodation), event management, event production or external catering we shall act as data processor for the purposes of providing those services.

You will ensure that you have the appropriate legal basis and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this Booking Contract.

Where you are a consumer:

We are the data controller of the personal information you provide to us. Our Data Protection Officer can be contacted at dpo@warwick.ac.uk.

We will use the personal information you provide to us:

- for the purposes of supplying the Services to you, we will be relying on Article 6.1 (b) of the GDPR for processing your Personal Data namely for the performance of a contract
- to process your payment for the Services we will be relying on Article 6.1 (b) of the GDPR for processing your Personal Data namely for the performance of a contract; and
- we will only contact you if you have consented to receiving further communications from us, to give you information about similar products or services that we provide, but you may stop receiving this at any time by contacting us using the contact details outlined in paragraph 29. The University will be relying on Article 6.1 (a) of the GDPR for processing your Personal Data namely your consent.

We will only share your personal information with third parties where required by law.

Please see link below for a copy of the Privacy Notice we are legally required to provide which outlines details of how we use and process your Personal Data: https://warwick.ac.uk/services/conferences/terms/privacy-notice.pdf

29. If there is a problem with the Services

If you have any questions or complaints about the Services, please contact us by calling our customer service team at 02476 523222 or by writing to us at conferences@warwick.ac.uk, , Warwick Conferences, University of Warwick, Rootes Building, Gibbet Hill Road, Coventry, CV4 7AL.

30. General

30.1 If you are a business customer:

These terms together with the Booking Contract constitute the entire agreement between us in relation to the Services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Booking Contract.

This contract shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English court.

30.2 If you are a consumer:

These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland You can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can

submit a complaint to Centre for Effective Dispute Resolution ('CEDR') via their website at www.cedr.com. CEDR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

30.3 If you are a business customer or a consumer: We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Booking Contract.

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

The provisions of these terms and conditions are severable and distinct from one another, and, if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

Our rights and remedies in respect of this contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by us to you nor by any failure of or delay by us in ascertaining or exercising any such rights or remedies.

Any release, waiver or compromise or any other arrangement of any kind (a release) by us shall not affect our rights and remedies as regards any other party nor our rights and remedies against you in whose favour it is granted or made except to the extent of the express terms of the release and no such release shall have effect unless granted or made in writing.

The rights and remedies in this contract are cumulative and not exclusive of any rights and/or remedies provided by law.

These terms and conditions and the Booking contract shall not constitute and shall not be deemed to constitute any relationship of partnership or agency between us and you and shall not in any way create a lease of the Premises.

You shall not impede in any way us (or our agents and servants) in the exercise of our right of possession and control of each and every part of the Premises.

All notices under these terms shall be in writing and may be served by email or post addressed to the other party at the address given in this Booking Contract or at such other address as a party shall from time to time by notice in writing give to the other party for the purpose of service of notices under this contract. Every such notice shall be deemed to have been served, in the case of email on the next working day and in the case of post at the expiration of 3 days after dispatch and in proving service by post it shall be sufficient to show that the same was duly addressed prepaid and posted in the manner provided.

Saturdays, Sundays and Bank Holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next normal business day of the recipient.

For the avoidance of doubt nothing in these terms shall confer on any third party any benefit or the right to enforce any provision of these terms.