The following are the terms and conditions of the contract between ‘insert Partner’, ‘the Client’ or ‘you’, and the University of Warwick, whose administrative offices are at University House, Kirby Corner Road, Coventry, CV4 8UW, UK ‘the University’, or ‘we’ or ‘us’ as the case may be.

Provisional booking

The University may agree to you making a provisional booking to use the Warwick in Venice facilities at the Palazzo Papafava (‘the Venue’). You may cancel a provisional booking without penalty, but if you don’t confirm the provisional booking when asked to do so we reserve the right to cancel it.

Confirming your booking and paying a deposit

Your booking becomes confirmed, on the basis of these terms and conditions, upon receipt by us (at Warwick in Venice) of an unaltered Booking Contract signed by you, and a deposit of 20% of the total value of the booking, which is payable to the University of Warwick. The Booking Contract will state the facilities which you have booked and the charges for these and it will include a clear statement of any other arrangements which have been agreed.

If the Client issues a purchase order, memorandum or other agreement covering the work to be provided under this Agreement, it is agreed that such document is for the Clients’ own internal purposes only, in which case all terms and conditions contained in such a document which are additional to or inconsistent with this Agreement shall be of no force or effect, unless such document has been accepted in writing by a duly authorised representative of the University.

Supplementary charges

Please note that the following services are NOT included in the standard rental charge for the Venue and will be charged with your final bill at cost to us:

- Photocopying
- Printing
- Refreshments for evening drinks receptions
- Outside catering for delivered lunches
- The additional presence of the Venice administrator at evening drinks receptions (N.B. This is a requirement of our lease.)
- Courier charges

This list is not exhaustive.

Making a booking more than a year ahead

On booking, you agree to pay the charges set out on the Booking Contract at the rate applicable at the time of the booking. We reserve the right to increase our charges from the figures we quote when you make the booking, but will not increase our charges to you in the 12 months before the event.

Altering your booking

If you wish to amend your booking, which you may do at any time up to 30 days prior to the booking start date, then we will send you a new Booking Contract for you to sign and return within 14 days, so that it is clear what has been booked. Each new Booking Contract will, when signed by you, replace any previous Booking Contract.

Assistance before your event

Information and advice on local accommodation and catering arrangements is available on request from the Warwick in Venice administrator, but booking will need to be done by you directly.

What to expect during your event

- Use of the spaces booked, with wireless Internet connectivity
- Use of a data projector and a laptop computer for presentations
- Use of a flip chart and/or free-standing whiteboard and pens
• The on-site supervision and assistance of the Warwick in Venice administrator between 09.00 and 17.30 on weekdays, and at other times by prior arrangement
• Self-service refreshments (tea, coffee, water and fruit juices throughout each day and mid-morning and mid-afternoon biscuits/pastries) (This applies for contracts of > 5 days total).
• A pen, 5 sheets of blank A4 paper and a copy of your conference programme in a delegate pack for each attendee on arrival (provided that the Client submits its conference programme to the Venice administrator at least one week before the start of your event). (This applies for contracts of > 5 days total).

Paying your invoice
You will be invoiced for all charges shortly after the event, less the 20% deposit, and must pay in GBP the full amount of the invoice, without deduction or set off, to the address shown on the invoice, within 14 days of the date of the invoice. You will be responsible for any bank charges involved in making the payment.

The University reserves 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.

Cancellation charges
If you cancel all or part of its booking more than one year in advance of the start date of the event you will not be charged, and any deposit paid will be refunded.

If you cancel less than one year in advance of the start date of the event, the following cancellation charges will apply:

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Cancellation Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 180 days of event start date</td>
<td>20% of the outstanding balance due</td>
</tr>
<tr>
<td>Within 60 days of event start date</td>
<td>(or the deposit, if this has already been paid)</td>
</tr>
<tr>
<td>Within 30 days of event start date</td>
<td>50% of the outstanding balance due</td>
</tr>
<tr>
<td></td>
<td>100% of the outstanding balance due</td>
</tr>
</tbody>
</table>

Changes or cancellations by us because of events beyond our control
The University has the right to alter or cancel any booking that it cannot keep for reasons beyond its control. If this happens, we will use all reasonable efforts to offer you an alternative booking. We do not accept any liability or responsibility if we cannot provide services because of industrial action or any other cause which is beyond our control.

Arrival and departure times
Facilities at the Venue will be available from 9am on the day of your booking, and should be vacated by 5.30pm each day.

The on-site supervision and assistance of the Warwick in Venice administrator will be available between 9am and 5.30pm, Monday to Friday, except for local public and customary holidays. Any arrangements outside of these hours shall require the prior approval of the Warwick in Venice administrator.

Who is this contract between?
The contract is between the University of Warwick and “insert partner”. You accept responsibility for paying all charges, including any extra charges arising under this contract.

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

If you ask the Warwick in Venice administrator to arrange for a service to be provided by any third party, the University will only act as an agent for you. Any resulting contract will be one made between you and the third party providing the service and you will be entirely responsible for the payment of any third party’s fees, costs and expenses.

Using the University’s 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 or any photographs of any part of the Venue without written permission from the University and, in any event, only for the purposes of promoting the event.

Damage/loss of Property
All information is given and all statements are made by us in good faith and we use our reasonable endeavours to check all information given to you. We shall not be liable for any damage or loss to property, valuables or money resulting from information provided by the University or any agent or employee acting for the University save where such loss or damage is caused by a wilful and negligent act of such person.
For the avoidance of doubt, whilst the University uses all reasonable endeavours to ensure the safety of all persons and their property, you will be liable for any damage or loss to property, valuables, luggage or clothing belonging to you, members of your party, visitors and/or guests resulting from your use of the facility, save where such loss or damage is caused by a wilful and negligent act of our agent or employee.

You are responsible for ensuring that all members of your group take all money and valuables with them. The main entrance door of the venue will be locked if no-one is in the building.

**Liability**

The University shall not be liable to you in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which you may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this contract by the University and/or its servants or agents. The University shall not be liable to you in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or any indirect or consequential (including economic) loss of any kind which you may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this contract by the University, its servants or agents.

Provided that nothing in these terms and conditions shall operate as:

- to exclude the University non-excludable liability in respect of death or personal injury caused by the negligence of the University, its servants or agents;
- to exclude liability for fraudulent misrepresentation;
- to exclude liability for acts/omissions that cannot be excluded under law.

You shall affect all necessary insurances against claims by third parties and others which may arise out of the carrying out of the Booking or any negligent acts or defaults of those acting on your behalf.

**General**

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.

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

Any release, waiver or compromise or any other arrangement of any kind (a release) by the University shall not affect its rights and remedies as regards any other party nor its rights and remedies against the Client 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 contract shall not constitute and shall not be deemed to constitute any relationship of partnership or agency between the University and the Client and shall not in any way create a lease of the premises in Venice.

The Client shall not impede in any way the University (or its agents and servants) in the exercise of the University’s right of possession and control of each and every part of the University premises.

All notices under this contract shall be in writing and may be served by post or facsimile transmission addressed to the other party at the address given in this 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 and every such notice shall be deemed to have been served. If served by post at the expiration of 3 days after despatch of the same or if sent by facsimile transmission at ten hours local time on the next normal business day of the recipient following despatch and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed prepaid and posted in the manner provided and in the case of a facsimile transmission report that it was transmitted to the correct telephone number. 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 Conditions shall confer on any third party any benefit or the right to enforce any provision of these Conditions.
Law and Jurisdiction
This Agreement shall be governed by English Law and the parties hereby submit to the non-exclusive jurisdiction of the English court.

Last revised January 2013
Warwick in Venice External Booking – Booking Contract

Please sign and return a copy of this Booking Contract, along with the required deposit, to the Warwick in Venice administrator:

Chiara Farnea Croff  
Email: venice@warwick.ac.uk  
Fax: +39 0415203806

Please also ensure that you have read and understood our terms and conditions before signing this form.

<table>
<thead>
<tr>
<th>Client Details</th>
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<tbody>
<tr>
<td>Client Name</td>
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<tr>
<td>Client Address</td>
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<table>
<thead>
<tr>
<th>Contact Details</th>
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<tbody>
<tr>
<td>Contact Name</td>
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<tr>
<td>Contact Job Title</td>
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<tr>
<td>Phone Number</td>
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<td>Email</td>
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<table>
<thead>
<tr>
<th>Event Details</th>
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</thead>
<tbody>
<tr>
<td>Title of Event</td>
</tr>
<tr>
<td>Date(s) of event</td>
</tr>
<tr>
<td>(Bookings should not exceed 30 consecutive days)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Rooms Required:</th>
<th>Dates</th>
<th>Rate agreed</th>
<th>Cost (£)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whole facility:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Seminar room 1:</td>
<td></td>
<td></td>
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<tr>
<td>Seminar room 2:</td>
<td></td>
<td></td>
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<tr>
<td>Other facilities:</td>
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</table>

Total booking cost
VAT is not usually applicable
Deposit required (20% of booking cost)
Please make cheques payable to 'The University of Warwick'
Agreement

I have read and understood the terms of the Warwick in Venice External Booking document and agree to pay the costs listed above and any other costs not included in the rental charge, as listed in the terms and conditions document, when they are invoiced. I understand that a 20% deposit is payable at the time of booking.

Signed (or printed if submitted by email)  

Name (please print)  

Date  

Signed (or printed if submitted by email) 

Name (please print) 

Date 

________________________________________

________________________________________

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