

Residential Accommodation

- The bedrooms are available from 14:00 (check-in) on the day of arrival and must be vacated by 10:00 (check-out) on the day of departure. The College reserves the right to charge the Client for extra nights if any of the rooms are not fully vacated and ready for servicing by the departure time. The rate will be the prevailing market rate on the day in question, not the agreed group rate.
- The Client will have non-exclusive access to common room facilities in the Residence.
- Clean bed linen will be provided for each new arrival. The following cleaning and linen change schedule applies for each residence:
 - Princes Gardens-rooms are cleaned every day, linen and towels are changed every three days
- Internet connection: Sky WIFI access is complimentary provided for the whole duration of the group's stay.
- Luggage areas are at the group's disposal before check-in and after check-out however intention to avail of these facilities must be communicated to the *Group Sales Executive* 14 days prior to arrival.

Safeguarding and Pastoral care

- The Client shall ensure that all of the Client's staff and Delegates comply at all times with the requirements of the Children's Act 1989 and 2004 and the Health and Safety at Work Act 1974 together with all UK and European Regulations, directives and amendments made there under. In particular, the Client will ensure that all persons will take reasonable care for the health and safety of him/herself and of other persons who may be affected by his/her acts of omissions. It is essential that the Delegates are supervised at all times. All Delegates must be escorted to and from the College premises by the required number of the Client's staff.
- All groups should have an appointed group leader. For groups where all Delegates are between 16 and 18 years old, supervision should be provided at a ratio of not less than 1 supervisor per 15 children. For groups under 16, supervision should be provided at a ratio of not less than 1 supervisor per 8 children.
- For the avoidance of doubt, the Client's staff is responsible for the pastoral care of any Delegates who may be aged under 18 years old at the time of residency at all times and not the College or its employees.
- The Client shall put or have in place a safeguarding policy which reflects and complements the relevant statutory provisions relating to safeguarding children and/or vulnerable adults and comply with the College's safeguarding policies and procedures which can be found here - <https://www.imperial.ac.uk/human-resources/working-at-imperial/health-safety-and-wellbeing/safeguarding/>

- As applicable and amended from time to time the Client shall ensure that where they provide services in College premises all allegations, suspicions and incidents of abuse, harm or the risk of harm to children and / or vulnerable adults or where there is a concern about the behaviour of an individual and/or employee of the Client are reported immediately to the *College's Group Sales Executive*
- The Client's safeguarding policies and procedures should include active encouragement to their staff in whistle blowing if aware of any suspected abuse.
- The Client shall submit its safeguarding policy to the College when purchasing services for prior approval. The Client must incorporate any amendments to their policy which may be advised by the College before any services commence.
- The Client shall comply with all statutory obligations in respect of safeguarding and shall act in accordance with all guidance and codes of practice issued and amended from time to time.
- The Client shall ensure that any service provided in College premises shall be performed with all due care and diligence by personnel who are appropriately qualified, experienced and trained in safeguarding children and vulnerable adults and that all Client personnel (paid and voluntary) engaged in the provision of any services under this agreement will have undertaken where required an enhanced Disclosure and Barring Services check.
- The Client shall ensure that no person who discloses any conviction or who is found to have any convictions following the checks referred to in this Condition is employed or engaged by the Client when working in College premises without the College's prior written consent, which shall not be unreasonably withheld.
- When providing services, the Client shall ensure that vulnerable children and adults are safeguarded from any form of abuse or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self-harm or inhuman or degrading treatment through deliberate intent, negligent acts or omissions.
- The Client shall ensure that all allegations, suspicions and incidents of abuse are reported immediately to the College's Contract Manager and shall promptly take appropriate disciplinary action against any member of staff who is engaged or is alleged to be engaged in any of the improper conduct.
- The Client shall ensure that all personnel engaged in the delivery of the Services in College premises regularly receive appropriate safeguarding training, in relation to vulnerable adults and children, according to their job role.
- The Client shall appoint an individual of sufficient seniority within their Company for the safeguarding of vulnerable adults and children. This individual shall be responsible for the implementation and monitoring of the Client's safeguarding policies and procedures and shall produce such safeguarding reports as reasonably required by the College.
- The bars are strictly out of bounds to all Delegates under the age of 18 years and no alcohol is to be brought onto the College premises. For those staying in Beit Hall please note that the Quadrangle and the Bar area are off limits to all under 18s due to licensing laws. No entry is permitted in these areas at any time. It is the responsibility of the Client or their staff to ensure that these rules are strictly adhered to and liability arising as a result, direct or indirect, of a breach this provision rests solely with the Client.
- The College will not tolerate the setting off of Fire Extinguishers and Fire Alarms at any time. These actions are not only costly, but also a waste of Emergency Services' resources. The Client will advise all Delegates that behaviour of this nature is unacceptable and may result in the offending delegate(s) being asked to leave the College and a financial penalty being incurred
- Emergency contact numbers shall be provided by the Client staff to all Delegates for the duration of the period of occupancy. Emergency contact numbers must also be provided to the College's staff. The Colleges staff are permitted to contact the Client's staff if there is any issue relating to behaviour or any other emergency.

Accessible rooms

- Unless expressly requested by the Client and confirmed by Imperial College in writing, the bedrooms will not necessarily have disabled access, but the College can provide accessible rooms on some sites, subject to availability. The Client must inform the College if any of its staff or customers have limited mobility or any other impairment which may affect their ability to self-evacuate their room in the event of an emergency. It is the responsibility of the Client to nominate a carer for every person requiring assistance, who can assist that member of staff or customer in evacuating to the assembly point.

Catering Provision

- The sole rights to provide and sell food and beverages are reserved to the College.
- The catering (both food and drink items) will be delivered as per final confirmed numbers.
- Where breakfast has been booked, it is either a full English breakfast or Continental breakfast.
- Breakfast consists of the following items: bowl of cereal or fruit salad, 5 cooked items, croissant or toast, glass of fruit juice and tea or coffee.
- Breakfast is served in the Senior Common Room (SCR) located in Sherfield Building.

Breakfast times:

Weekdays – 07.00 – 10.00

Weekends – 07.30 – 10.00

Please note every group is allowed half an hour slot for breakfast between the above times.

Refund and rate discounts will not be given for breakfast not taken.

- Where further catering is booked it will be in liaison with a member of the Conference and Events Department, Office of Financial Strategy and subject to their terms and conditions.
- Unless otherwise arranged with the Conference and Events Department all meals will be either served in the SCR or to be collected from the SCR.
- It is the responsibility of the Client to be aware of the catering arrangements. Any alternative arrangements made other than those arranged with the Conference and Events Department are at the Client's own cost. If alternative arrangements are made in any outlet of Imperial College London's Catering Department the charge will be invoiced after departure. There will be no return of any deposits for meals not taken.

The Client's obligations

- The Client must procure that its customers (including, for the avoidance of doubt, students) take reasonable care of the rooms, the contents of the rooms and the Residence generally, and behave as a reasonable and responsible occupier.
- The Delegates will be expected to leave their rooms in a clean, tidy and acceptable condition. The College reserves the right to charge for additional cleaning costs should they be incurred by us. Final decision on what constitutes an acceptable condition rests solely with THE College.
- Behaviour and Conduct: Although neither the Client nor the College expect misbehaviour or poor conduct, the College reserves the right to charge the Client in full for loss or damage to College property caused by the Client's customers or Delegates (including, for the avoidance of doubt, students) or persons accompanying them. Any such charges will be added to the Client's main booking account. The Client shall undertake, both on their own behalf and on behalf of their customers and Delegates (including, for the avoidance of doubt, students), to accept full responsibility for the behaviour and conduct of all those present, whether by invitation or otherwise. The College reserves the right to remove unruly guests who cause offence and disturb other guests and staff from the Premises.
- In particular, the Client agrees to comply, and to ensure that its staff, customers and Delegates (including, for the avoidance of doubt, students) comply, with the following:
 - Not to obstruct access to the rooms in the Residence;
 - Not to remove any of the contents of the rooms in the Residence;

- Not to use the rooms in the Residence or the Residence for any purpose other than as residential accommodation.
- Not to act in a way to cause or which is likely to cause disruption or distress to either College staff, other visitors, student residents or members of the general public or constitute a serious risk to the health, safety or welfare of others or their property;
- Report to the College promptly any defects arising in the Residence or any damage caused to the Residence by it or its visitors
- Accept full financial liability for any loss or damage it may cause to College property within the accommodation, including rooms and public areas and all fixtures, fitting and equipment, including any cleaning costs. The Client authorises the College to charge the Client any costs it incurs to carry out any repairs or replacement. The College will send the Client (at the address identified on the booking form or otherwise notified to the College by the Client in writing) a breakdown of these charges (i) within 14 days of a customer or delegate (including, for the avoidance of doubt, a student) vacating the relevant room where a damage or loss is identified upon such room being vacated or (ii) in all other circumstances, as soon as reasonably practicable after the date on which the loss or damage became known to the College or, in the College's discretion, within a reasonable time after the end of the hire period;
- Pets are not allowed (with the exception of support dogs). The Client must inform the College if there are any support dogs coming with the group at least 14 days prior to arrival
- Not to compromise one's safety or the safety of others (e.g. never prop open fire doors especially kitchen doors or remove window restrictors), tamper with fire safety equipment, throw or let objects fall from the building or enter prohibited areas of the Premises;
- Keep noise to a minimum at all times and agree that no loud music and excessive noise should be audible outside rooms in the Residence especially between 22.00 and 09.00 hours;
- Not to play instruments between 22.00 and 09.00 hours in the residence due to the covenant of the Residence
- Not to use drawing pins or blue-tack on the walls of any room;
- Not to smoke in any part of the accommodation, this includes outdoor areas as signed;
- Ensure each room in the Residence is made secure upon vacating it;
- Not to engage or partake in any illegal activity;
- Not to possess firearms and weapons (including swords, air guns and air pistols) whilst staying in the Residence;
- Not to store bicycles and motorcycles anywhere on the Premises, other than in designated areas. - The Client shall provide adequate resident staff, as appropriate, to ensure that their customers abide by all College and Residence regulations, especially the noise and safety policies.
- The Client shall provide adequate resident staff, as appropriate, to ensure that their customers abide by all College and Residence regulations, especially the noise and safety policies.
- The Client shall ensure that all of its customers and Delegates (including, for the avoidance of doubt, students) can prove their age by the production of official ID or a passport. The Client, its staff and its representatives must exercise appropriate action with individuals under the age of 18.
- The client shall ensure that all visitors under the age of 18 do not enter the premises at the Beit Hall residence. All visitors under the age of 18 are prohibited from staying at the residence or entering the premises at any time, including the quadrangle and bar area, even if accompanied by an adult.
- Keys/ Swipe cards/ Key fobs

Guests are required to return their keys and swipe cards to the check-in desk on the day of departure. Keys are issued as part of the Client contract. These keys cannot be shared with another

person. If any of the Client staff or its customers or Delegates (including, for the avoidance of doubt, students) are found to give unauthorised personnel access the Premises and creating security problems, evictions will follow automatically. There is a minimum fee of £40 for any lost or unreturned key fobs and key/ swipe cards.

- Visitors

For fire safety reasons the Client and its representatives will be expected to maintain a visitors' log book in the line with Fire Regulations. Please note that unless a visitor has been signed in and out officially using this visitor log book that person has no right to be in a guest/student room and our security or reception staff have the authority to ask that person to leave the premises.

No more than 4 visitors are permitted in a bedroom at any time.

Indemnity and Damages

- The Client is responsible for any damage done to the Residence or any of the furniture, fixtures, fittings and equipment at the Residence, whether by the Client or the Client's guests/delegates (including, for the avoidance of doubt, students), employees, agents and subcontractors.

- The Client shall indemnify the College against all reasonably incurred liabilities, costs, expenses, damages and losses (including but not limited to any direct penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by the College arising out of or in connection with:

- The Client's (including the Client's employees, agents and subcontractors) breach or negligent performance or non-performance of this Agreement

- The enforcement of any College's rights under this Agreement

- Any claim made against the College by a third party arising out of or in connection with this Agreement, to the extent that such claim arises out of breach, negligent performance or failure or delay in performance of this Agreement by the Client, its employees, agents or subcontractors

- Any claim made against the College by a third party for death, personal injury or damage to property arising out of or in connection with the Client's (including the Client's employees, agents or subcontractors) breach or negligent performance or non-performance of this Agreement; and/or

- Any items brought onto the Premises by the Client or the Client's guests/delegates (including, for the avoidance of doubt, students), employees, agents or subcontractors.

Right of Entry

- The Client and its customers and delegates (including, for the avoidance of doubt, students) do not have exclusive use or occupation of the rooms or any other part of the Residence or any other Premises. The College reserves the right for its staff, and contractors, to access the rooms for maintenance reasons, to assist in the general management of the Residence or in an emergency situation. Prior notice of 24 hours will be given to the Client, where practicable.

- The College reserves the right to refuse admission to or evict any person from the Premises.

- The College reserves the right to require the Client and its customers and delegates (including, for the avoidance of doubt, students) to move to an alternative room or rooms, without an additional charge, at any time during the hire period.

Subletting

- It is not permitted to use the Premises for any purposes other than that stated in this Agreement.

Closing of the Venue

-If the Residence become unavailable or unsuitable due to circumstances outside College control, the booking will be cancelled, and the College will notify the Client as soon as possible.

Any money paid on account of hire charges will be refunded, but the College will not be liable for any other expenditure incurred, or loss sustained, directly or indirectly by the Client.

Restrictions

- Smoking is not permitted in any part of the Premises within 20 metres of College land.
- No items, including temporary items, may be fixed to any walls without consent of the College.
- No audio/video recordings may be made without a written permission of the College.
- No drugs (except for medical purposes) are permitted on the Premises.
- No pyrotechnics and no smoke machines may be used unless approved by the College Fire Officer.
- The Premises must not be used for any illegal or immoral purpose.
- Gas and liquid fuel heaters, candles, kettles, irons, rice cookers and cooking appliances must not, in any circumstances, be used in study bedrooms. Electric fires and heaters must not be used in study bedrooms unless provided by the College.
- No overnight visitors are allowed at any time.
- With the exception of reception services during advertised hours of business, the office and administration services of the Residence will not be available to the Client's staff or customers.

Rights of Third Parties

- It is not intended that any person other than the College or the Client will be entitled to enforce any provisions of this Agreement and no third party will be entitled to enforce any of the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

Delays and Force Majeure

- Any delays in or failure of performance of either party under this contract shall not be considered a breach thereof, if such delay or failure is occasioned by Force Majeure. The expression "Force Majeure" includes any "Act of God", war, strike, lockout, riot or civil commotion, combination of workmen, breakdown of machinery, terrorism for any cause comprehended in the said expression "Force Majeure".
- Neither Party shall be under any liability to the other for total or partial failure to perform its obligations hereunder during any period in which such performance is prevented by circumstances beyond its reasonable control (including failures by contractors or subcontractors).
 - a. For the purpose of this clause the following shall be regarded as such circumstances:
 - b. Acts of God, explosions, flood, lightning, tempest, fire or accident
 - c. War hostilities (whether war declared or not), invasion, act of foreign enemies
 - d. Rebellion, revolution, insurrection, military or usurped power or civil war, riot, civil commotion, disorder, terrorist acts etc.
 - e. Acts, restriction, regulations, bylaws, refusals to grant any licenses or permissions, prohibitions or measures of any kind on the part of any governmental authority, pandemic etc.
 - f. Strikes, lockouts or other industrial actions or trade disputes of whatever nature

Complaints

- Any complaints must be made in writing to the Office of Financial Strategy within 7 days of the event in order for constructive action to be taken.

Confidentiality

- The College acknowledges that in the course of this Agreement, before during and after the hire period, it shall have access to confidential information relating to the Client's business affairs, and personal details relating to the Client's staff, customers or delegates (including, for the

avoidance of doubt, students). The College undertakes not to divulge such information to third parties without the prior written consent of the Client.

- The Client shall keep confidential the terms of this Agreement and any other confidential information concerning the College that is disclosed by the College to it and the Client shall not use any such confidential information for any purpose other than for the performance of its obligations under this Agreement.

Advertising and Publicity

- No announcement, press or media release or other publicity regarding this Agreement, directly or indirectly, shall be made by either party unless it has been approved in writing by the other party, or is required by law, and the terms of this Agreement and any matters arising from or relating to it shall be kept confidential by the parties at all times.

- Notwithstanding the above, the Client may publicise the College as the location for its training courses (if applicable) and the Client may in this process use such photos of the Premises and facilities that the College has approved in advance. The Client shall be permitted to show interested clients around the Premises before the hire period start date by prior arrangement with the College.

- Save as otherwise provided in this Agreement the Client acknowledges that the College and its Premises and facilities must not be used for advertising purposes.

Termination

-Without affecting any other right or remedy available to it, the College may terminate this Agreement with immediate effect by giving notice to the Client if the Client commits a material or repetitive breach of any of the provisions of the Agreement provided that, save for in the case of a repetitive breach, where the breach is capable of being remedied, the Client shall be entitled to remedy it within a period of 15 days from the date on which the College notifies it of the breach so that the College's termination right shall be exercisable if the breach has not been remedied by the end of such remedial period.

Assignment

-This Agreement is personal to the Client and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

Governing Law

- This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

Legal and Compliance

-The Client will comply with all appropriate legislation for the activities they operate. This is including but not limited to the following:

a. Licensing:

- The College premises shall not be used for the sale of intoxicating liquor, cinematography exhibitions, public music or music and dancing, boxing, wrestling or stage play purposes for which a statutory licence is required to be granted by the appropriate licensing authority unless such a licence has been so granted in respect of the premises and the Client shall strictly obey and observe all requirements laid down in the licence.

b. Gaming:

- No gaming is allowed except in accordance with the conditions of the Gaming Act 1968 Section 41, The Lotteries and Amusements Act 1976 (as amended) or any statute re-enactment thereof when gaming is carried on as an entertainment promoted for raising money to be applied for purpose other than private gain. The Client shall be deemed to have knowledge of the contents of the 'said' conditions whether or not they have taken steps to inspect the same.

c. Copyright:

- The Client shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. The Client shall fail to do so, any permission previously granted by the College to use the premises shall be immediately cancelled and the College shall have the right to recover fees, charges, or any other payments referred to in these terms and conditions. The Client shall indemnify and keep indemnified the College from and against all actions proceedings, costs, claims or demands whatsoever arising out of the performance or recordings of copying of copyright works on the College's premises.

Dispute Resolution

- Any complaints from the Client should in first instance be made in writing to Imperial College's Accommodation Office within seven working days of the end of the hire period in order for constructive action to be taken. Any complaints made after this point will not be responded to.