

Cornwall Plus

TERMS & CONDITIONS:

RESIDENTIAL EVENTS AT THE PENRYN OR FALMOUTH CAMPUS'.

By requesting the services of Cornwall Plus Limited ("Cornwall Plus") via the Campus & Commercial Events Team ("CCE") through a booking contract, you are offering to enter into a contract with Cornwall Plus. Please read these **Terms and Conditions** carefully as a contract will be formed when CCE send you e-mail confirmation accepting the booking contract (and not before). CCE reserve the right to reject any booking for any reason. signing a booking contract is legally binding. When booking residential events ("the booking") with Cornwall Plus, it is vital to indicate the responsibility of Cornwall Plus and the Organiser as outlined here.

1. Who is the contract between?

The contract is between Cornwall Plus and the Organiser (named on the booking contract). The Organiser accepts responsibility for paying all charges arising under this contract.

Cornwall Plus has in good faith assumed where an individual enter into the booking contract on behalf of another organisation/ person, that individual has the authority to act. If such an individual does not have the appropriate authority to sign the booking contract, Cornwall Plus reserves the right to hold such person personally liable for the commitments contained in the booking contract.

2. Holding Dates

From initial enquiry Cornwall Plus will hold the requested bedrooms/seminar facilities ("Facilities") for a maximum period as shown:

- Booking > **12 months** in advance
 - Facilities held for **8 weeks**.

- Booking between **6-12 months**
 - Facilities held for **4 weeks**.
- Booking < **6 months** in advance
 - Facilities held for **2 weeks**.

CCE require the Organiser to provide confirmation by e-mail to proceed to a provisional booking. Facilities will be released, if e-mail confirmation is not received in accordance with the time frames above.

3. Provisional Bookings

Upon receipt of a confirmation e-mail, CCE will issue a booking contract along with a request for a **non-refundable deposit of 10%** of the total value of the booking contract.

4. Confirming Bookings

Confirmation of the booking will be issued by CCE based on these Terms and Conditions and on receipt of either a signed booking contract or e-mail confirmation from the Organiser. The booking contract will state the Facilities forming part of the booking contract, and include a clear statement of all arrangements as agreed with Cornwall Plus.

5. Deposits and Payments

On signing a booking contract or sending a confirmation e-mail, a non-refundable 10% deposit is due and staged payments will be arranged and agreed with your Events Officer at the time of booking confirmation and will be credited against the final invoice.

At the end of your booking period Cornwall Plus shall issue the final invoice in respect of the remainder of the cost of the booking (including the cost of catering, hire of the facilities, drinks or other services).

The Organiser shall pay this invoice within thirty (30) days of receipt of an invoice from Cornwall Plus unless otherwise agreed by Cornwall Plus in writing.

Timing of payment is of the essence.

Cornwall Plus reserves the right to set off sums owed by Cornwall Plus to the Organiser against sums owed by the Organiser to Cornwall Plus.

Payment by the Organiser shall be made to Cornwall Plus without any deduction or set off. Cornwall Plus

reserves the right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.

Interest on an overdue invoice shall accrue (on a daily basis) from the day when payment becomes due until the date of payment (whether before or after judgment) at a rate of 4% above Barclays Bank Plc's base lending rate at the time of the relevant invoice.

6. Booking a Year Ahead

By signing a booking contract/confirming by e-mail, the Organiser agrees to pay all charges indicated in the booking contract, plus VAT (if applicable). Cornwall Plus reserves the right to increase its charges if the Organiser books a year ahead. Any such increase in charges will be notified to the Organiser. If this increase is more than the RPI between the date of signature of the booking contract and the date of the booking, the Organiser shall have the right to cancel their booking within 14 days of such a price increase, without penalty or charge.

7. Value Added Tax (and other applicable taxes)

If a booking is made on behalf of an external organisation, VAT will apply and will be charged at the prevailing rate unless VAT exemption certification is provided to Cornwall Plus.

The imposition of, or variation in any rate of VAT or any other applicable taxes from time to time shall not in any case, entitle the Organiser to cancel the contract.

8. Alterations to the Booking contract

The Organiser must inform Cornwall Plus of all changes to the booking. It is understood that it is difficult to predict numbers resulting in the need to cancel a proportion of the booking. Reductions in delegate numbers at the time of booking compared to actual numbers will be charged as follows:

- > **8 weeks** prior to the booking - **No charge**
- Between **8 and 4 weeks** - **25%** of total charge

- Between **4 and 3 weeks** - **50%** of total charge
- **< 3 weeks** - **100%** of total charge

Where Cornwall Plus has reasonable commercial or operational reasons for doing so (including but not limited to the carrying out of works at a Facility or the Facility being otherwise unavailable, or as a result of a reduction/ significant increase in numbers), Cornwall Plus reserves the right to change the location of the booking for an alternative premises which, in the reasonable opinion of Cornwall Plus is of equal suitability. In the event this should become necessary, Cornwall Plus shall use reasonable endeavours to notify the Organiser as soon as reasonably practicable.

As a fire precaution, Cornwall Plus must know the maximum number of attendees to ensure the capacity of any Facility is not exceeded.

9. Additional Services/ Confirming Final Details

Should the Organiser require Cornwall Plus to provide any additional goods/ services for the booking, beyond those set out in the booking contract, provision of said additional services shall be at the sole discretion of Cornwall Plus and where such additional goods/ services are being provided, this shall be confirmed in writing by Cornwall Plus including the detail of any additional charges/ conditions. When signed by the Organiser, such changes shall constitute a variation to the contract. In all other respects the terms of the contract shall remain as those previously agreed. Any additional charges will be included in the final invoice issued by Cornwall Plus to the Organiser.

Cornwall Plus requires confirmation of special dietary needs at least 10 working days prior to the booking. If not received, Cornwall Plus will decide the proportions for special dietary meals (vegan, gluten-free meals etc.) on behalf of the Organiser. Reasonable charges will be levied accordingly.

10. Full Cancellation

If a booking is cancelled by an Organiser they will be responsible to Cornwall Plus for charges as follows:

- In all instances, the **10%** deposit is forfeited.
- **26 and 8 weeks** prior to the booking - **40%** of

the total charges are forfeited.

- **8 and 3 weeks** prior to the booking - **75%** of the total charges are forfeited.
- **<3 weeks** of the booking - **100%** of total charges.

11. Force Majeure

Neither party shall be liable if Cornwall Plus or the Organiser are prevented from fulfilling the contract due to events beyond their control, including but not limited to: strikes, industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat, war or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of any telecommunications networks. In the event of such an event occurring, immediate notice can be issued by either party.

12. Cancellation by Cornwall Plus

Cornwall Plus reserves the right to cancel any booking in its absolute discretion or to refuse or cancel any booking at any time prior to the booking commencement date.

Cornwall Plus reserves to particularly cancel the booking at any time for the following reasons:

- if any part of the Penryn or Falmouth Campus' is closed due to fire, flood, failure of electricity or gas services, dispute or by the order of any public authority;
- if the Organiser becomes insolvent, or enters into liquidation or receivership; or
- it might prejudice the reputation of Falmouth University, University of Exeter or Cornwall Plus.

If this occurs, Cornwall Plus will make reasonable effort to make alternative arrangements, but cannot accept liability for any inconvenience or loss caused as a result of such cancellation if alternative arrangements cannot be made.

13. Use of the Facility

The Organiser undertakes to Cornwall Plus:-

- to use the Facility only for the purpose of hosting the booking in accordance with the booking contract;

- not to use the Facility or any part of the Facility for any activities which could reasonably be considered to be dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to Cornwall Plus or the owner or occupier of any neighbouring property;
- not to do anything which might invalidate any insurance maintained by Cornwall Plus, Falmouth Exeter Plus, the University of Falmouth or the University of Exeter in respect of the Facility or which might reasonably be expected to raise any insurance premium payable for the Facility.
- not to bring to the Facility or any part of it any animals (except guide dogs for the blind).
- not to bring to the Conference and Catering Facilities or any part of it any wines, spirits, food or beverages without the prior consent of Cornwall Plus;
- to indemnify Cornwall Plus in respect of the cost of making good any damage to the Facility suffered during the booking (excluding only fair wear and tear);
- to indemnify Cornwall Plus against any damages, losses, costs, claims or expenses incurred by Cornwall Plus towards a third party arising out of or in connection with the Organiser's use of the Facility and/or the provision of the Services by Cornwall Plus, whether arising by reason of negligence of the Organiser or otherwise;
- not to park or allow another person to park on or obstruct any highway route allowing access to the Facility;
- not to make any alterations or attachments or additions to the Facility without the prior written consent of Cornwall Plus;
- to procure that the booking takes place during the period agreed on the booking contract and to ensure that all guests have left the Facility no later than the end of said period or such time as Cornwall Plus shall have agreed in writing.
- Any guests staying on the Penryn or Falmouth campuses are made aware of the timings for check-in and check-out namely: check-in is from 16:00 and check-out is no later than 10:00

hours. Only changes to these times agreed with Cornwall Plus are acceptable with a late check-out charge of £10 per guest made. Organisers will be responsible for payment.

All vehicles must comply with the parking policies at the Penryn and Falmouth campuses. Cornwall Plus (nor Falmouth Exeter Plus nor Falmouth University nor the University of Falmouth) accepts no responsibility for any damage, however occasioned to any vehicle parked on the Penryn or Falmouth campuses.

No wines, spirits, food or beverage may be brought into the Conferencing or Catering Facilities by the Organiser or on the Organiser's behalf or that of any attendees at the booking for consumption at the Conferencing or Catering Facilities unless Cornwall Plus' prior written consent has been obtained, for which an additional charge will be levied.

Cornwall Plus may, at its sole discretion, assist the Organiser, where reasonably possible, with the storage of equipment that may be required for the booking. Should Cornwall Plus permit any such equipment to be stored on its premises, and the Organiser chooses to do so, such equipment shall be left by the Organiser entirely at the Organiser's own risk and Cornwall Plus shall accept no liability for any loss or damage of any sort, howsoever occasioned, to any item of equipment, furniture, stock or the like left in storage on the Penryn or Falmouth campuses.

The Organiser must obtain Cornwall Plus' prior written approval if the Organiser wishes to attach any item to the walls, floors or ceilings of the Facility.

The Organiser acknowledges that he/she is aware that there is a No Smoking policy operating throughout all the properties on the Penryn and Falmouth campuses. The Organiser is responsible for ensuring that neither the Organiser nor any of the attendees at the booking smoke in or around the Facility. Cornwall Plus reserves the right to charge for any associated cleaning costs in the case of failure to comply with this policy.

14. Appropriate Conduct of Attendees

Cornwall Plus reserves the right to judge acceptable

levels of noise or behaviour at the booking whether this is by the Organiser or the Organiser's guests, attendees at the booking, representatives or contractors. The Organiser must ensure, and is solely responsible for his guests', attendees at the booking's, representatives' or contractors' compliance with Cornwall Plus' directions as to noise or appropriate behaviour.

Cornwall Plus reserves the right to exclude or eject any person from the booking or the Facility where Cornwall Plus reasonably considers such person to be objectionable; and to terminate the contract and stop the booking without liability to refund any charges to the Organiser or offer any form of compensation, where necessary to prevent or terminate unacceptable noise or behaviour.

The Organiser shall indemnify Cornwall Plus against all and any losses, costs, damages and expenses suffered or incurred by Cornwall Plus arising out of any exclusion, ejection, termination or stopping the booking and circumstances giving rise thereto.

Cornwall Plus reserves the right to charge the Organiser in full for any damage or destruction of property belonging to Cornwall Plus, Falmouth Exeter Plus, Falmouth University or the University of Exeter and for any unusual cleaning bills caused by or resulting from the activities of the Organiser or those of attendees at the booking.

Cornwall Plus may wish to take photographs during a hosted booking, unless stated otherwise in writing, the Organiser gives Cornwall Plus permission to use these photographs for internal and external marketing purposes.

15. Health, Safety Legal and Licensing

The Organiser must comply fully, and ensure full compliance of all sub-contractors, employees and guests with the health and safety policies in place at the Penryn and Falmouth campuses and in compliance with all legal requirements.

A Risk Assessment will be supplied to all Organisers. They must complete this document, including all booking-specific risks and minimising measures. Cornwall Plus will cancel Events or elements within an booking, if deemed unsuitable following risk

assessment. Completed Risk Assessments should be received by Cornwall Plus at least 30 working days prior to the booking to allow sufficient time for review and amendment

The Organiser must maintain free access to fire exits and fire-related equipment at all times, and they must be kept clear and visible at all times.

The Organiser, any visitors or attendees at the booking are not permitted to bring any item into the Facility or any of the Penryn or Falmouth campuses that has the potential to endanger others (e.g. hazardous equipment such as gas cylinders, halogen gas and or unmaintained equipment). Cornwall Plus reserves the right to check any equipment and to refuse its use if deemed unsuitable or unsafe.

The Organiser must obtain prior approval from Cornwall Plus before using any special effects equipment in the Facility, or at the Penryn or Falmouth campuses. All electrical equipment must be PAT tested and a representative of Cornwall Plus may demand to see proof of the Organiser's compliance with this requirement before allowing its use at the Facility.

The Organiser must comply with all advice and/or instructions supplied by Cornwall Plus relating to the use of the Facility which are necessary to ensure that any goods or equipment supplied as set out in the contract will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work.

The Organiser shall indemnify Cornwall Plus in respect of any and all claims arising as a result of the Organiser's or the Organiser's guests representatives or contractors activities during the booking.

The Organiser acknowledges that it is the Organiser's responsibility where the booking may comprise, at the relevant time, individuals under the age of eighteen (18) to ensure that all necessary child protection measures and arrangements in connection with the booking, including, but not limited to:

- undertaking any appropriate risk assessments;
- ensuring that the Organiser's staff are properly

trained and briefed on procedures for dealing with concerns about child protection;

- ensuring the minimum ratio of adult (resident throughout) to child is 1:15.
- seeking and obtaining appropriate levels of Criminal Records Bureau checks on all such staff; and
- ensuring that the Organiser has the appropriate insurance arrangements in place.

The Organiser is responsible for any children who attend the booking and their behaviour.

Groups with under 18s must supply their Child Protection Policy 30 working days prior to arrival. Minimum supervision levels must be detailed and Cornwall Plus reserves the right to request additional information/ evidence.

The Organiser and all attendees at the booking are under a duty of care to report to Cornwall Plus any situation during the booking that they believe to be potentially hazardous. In the context of fire prevention this may be something which could lead to an outbreak of fire (e.g. unsafe storage of flammable materials) or something which could hinder the safe evacuation of the premises in the booking of a fire (e.g. obstruction of fire escapes).

All staff attending the booking on behalf of the Organiser should have received appropriate health and safety training e.g. manual handling training and are responsible for their own health and safety.

16. Attendees' Clothing and Personal Property

Cornwall Plus does not accept responsibility for the Organiser's property or that of the attendees at the booking, the Organiser's guests, employees or subcontractors. Any goods or personal belongings left unattended at the Facility, are left at the owner's own risk and without any liability on the part of Cornwall Plus.

If any items are to be delivered to the Facility or to the wider Penryn/ Falmouth campuses prior to the booking, arrangements must be made with Cornwall Plus in advance. Cornwall Plus will use reasonable endeavours for the safekeeping of such items which will nevertheless remain at the owner's risk and

Cornwall Plus will not be held responsible in the booking of loss, theft or damage to the same.

Cornwall Plus does not accept any liability for loss or damage to any item of equipment, furniture, stock or the like left in storage at the Falmouth or Penryn campuses.

17. Services Provided by Third Parties

The Organiser will seek prior written consent from Cornwall Plus should it wish to use any entertainment or services for the booking which will be supplied by a third party. Any such services must comply with all and any legislation, statutory codes and regulations. It shall be the sole responsibility of the Organiser to ensure that all health and hygiene certification for external caterers is appropriate and that suitable levels of public liability insurance are held by said external contractor. All uses of external catering services should be directed to Cornwall Plus in the first instance. It shall be the sole responsibility of the Organiser to ensure that, where applicable, all electrical equipment used has a current Portable Application Test (PAT) Certificate(s). Cornwall Plus reserves the right to request proof from the Organiser in the form of relevant documentation, that this provision is complied with in full.

All third party contractors arranged for the booking or brought into the Facility by the Organiser, must be covered by their own valid public liability insurance policy.

Cornwall Plus reserves the right to object to the Organiser's intended use of any third party which Cornwall Plus reasonably considers to be unsuitable or inappropriate and to require the Organiser to, or to undertake their removal from the Facility.

The Organiser agrees to indemnify Cornwall Plus in full against any claims, costs and expenses incurred by Cornwall Plus as a result of the Organiser's use of a third party supplier for the booking.

18. Liability

Cornwall Plus is unable to accept liability for death or injury sustained by the Organiser or delegates within their party, unless proven to have been caused by the negligence of Cornwall Plus or its servants, partners or agents.

Cornwall Plus shall use reasonable care and skill in the performance of the contract.

Save insofar as such liability may not be lawfully excluded, Cornwall Plus shall have no liability or obligation under the contract or otherwise in contract or in delict or in quasi-delict arising out of or connected with the performance of the contract (including, but not limited to, loss, damage or delay of any nature whatsoever or howsoever caused whether direct or indirect or consequential and whether or not caused by the negligence of the Universities, its employees, agents or sub-contractors) save as expressly provided in the contract and, save as aforesaid, all warranties, terms, obligations or duties, express or implied by statute, common law or otherwise in relation to the contract or any term or terms thereof or its or their performance are hereby excluded.

The total liability of Cornwall Plus under the contract or otherwise arising out of or in connection with the performance or purported performance of or failure in the performance of the contract shall not exceed the total Charges (excluding VAT) payable by the Organiser to Cornwall Plus in terms of the contract or TEN THOUSAND GBP (£10,000), whichever is the lower sum. Cornwall Plus expressly excludes liability for indirect or consequential loss or damage for loss of profit or goodwill which may arise out of or in connection with the performance or purported performance of or failure in the performance of the

19. Indemnity Insurance

Organisations hiring the Penryn or Falmouth Campus' facilities must be suitably indemnified by a UK insurer in respect of their liabilities to Cornwall Plus and their delegates. Cornwall Plus is insured against legal liability resulting from the use of its facilities. Cornwall Plus has the right to request evidence of insurance cover.

20. Other Conditions

Except with the prior agreement of Cornwall Plus:

- No public advertising of any function held on the Penryn or Falmouth Campus' is permitted.
- No sale of tickets or goods is permitted.
- No notice/signs to be erected on the Penryn or

Falmouth Campus’.

- No licence application for sale of excisable liquor

21. Statutory Requirements

Premises Licence: It is a prerequisite that Organisers comply with requirements regarding licensable activities within the relevant Facilities. We can provide detailed information upon request.

Performing Rights: Rooms at the Penryn or Falmouth Campus’ used for concerts/dancing are licensed with the Performing Right Society Limited (“the Society”). Organisers are responsible for notifying the Society of details of music to be performed. Hire costs of the Facilities do not include liability under the Performing Right Society legislation. Any costs incurred under this legislation will be recharged to the Organiser.

22. Catering Requirements

Cornwall Plus may not be able to offer full catered packages for residential groups with less than 20 delegates. If your group size is less than 20 delegates, please discuss your catering requirements with your Events Officer.

23. Freedom of Information

The Organiser acknowledges that Falmouth Exeter Plus is subject to the requirements of the Freedom of Information Act 2000 and shall assist and co-operate with Cornwall Plus to enable Cornwall Plus to assist Falmouth Exeter Plus in complying with all statutory obligations regarding information disclosure required by the provisions of this Act. The Organiser shall ensure that all information produced in the course of the contract or relating to the contract is retained for disclosure and shall permit Cornwall Plus to inspect such records as requested from time to time.

24. Intellectual Property

The Organiser may not use any of the following without written permissions from Cornwall Plus:

- the names “Cornwall Plus”, Falmouth Exeter Plus, “Falmouth University”, “University of Exeter” or “Exeter University”; or
- any photographs of any part of the Penryn or Falmouth campuses or any intellectual property of the University of Exeter.

No material publicising the booking and no product sold or distributed at the booking shall contain any reference, or shall give any impression, to the effect that Cornwall Plus (or Falmouth Exeter Plus, Falmouth University or the University of Exeter) has endorsed the booking or product.

25. Disputes

Any complaint or dispute arising out of the contract must be made in writing by the Organiser to Cornwall Plus within seven (7) Working Days of the booking.

26. General

26.1. The rights and remedies of Cornwall Plus expressed in these Terms and Conditions shall be in addition and without prejudice to any other rights or remedies which may be available to Cornwall Plus at common law or under statute.

26.2. All bookings accepted by Cornwall Plus are subject to these Terms and Conditions and the contract which supersedes all prior representations by Cornwall Plus or any of its employees and override any other terms and conditions stipulated or incorporated or referred to by the Organiser in any negotiations, and the contract and these Terms and Conditions are the only terms and conditions upon which Cornwall Plus agrees to perform the contract, unless otherwise expressly agreed in writing by Cornwall Plus.

26.3. No modification or alteration of the contract shall be enforceable, save as otherwise provided in these Terms and Conditions, unless agreed in writing by Cornwall Plus and the Organiser.

26.4. No waiver or delay on the part of Cornwall Plus to exercise any right or remedy available to it, in terms of the contract or otherwise shall operate as a waiver of that or any other right or remedy nor shall any partial exercise preclude any other further exercise of that or any other right or remedy.

26.5. Any waiver by Cornwall Plus of any breach by the Organiser is not a waiver of any subsequent breach.

26.6. The contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the contracts

(Rights of Third Parties) Act 1999.

26.7. Should any provision of the contract be found by any competent authority to be invalid, unenforceable or unreasonable, it shall be severed from the remainder of the contract which shall continue in full force and effect.

26.8. The contract is personal to the Organiser who shall not be entitled to assign or transfer in whole or part the benefit and/or the burden thereof without Cornwall Plus’s prior written consent.

26.9. All notices to be given by either Party to the other under the contract shall be validly served only in writing and delivered personally or sent by first class prepaid post or facsimile to the respective addresses (or facsimile number) in the United Kingdom as the relevant party has notified for such purpose or, if the Organiser is a company, to its registered office from time to time, and in the case of posting shall be deemed to have been properly served on the second day after the date of posting and in the case of facsimile shall be deemed to have been properly served on receipt of a successful transmission report.

26.10. Cornwall Plus warrants to the Organiser that all Personal Data (as defined in the Data Protection Act 1998) provided to Cornwall Plus in relation to the contract, shall be handled by the University strictly in accordance with said Act as amended, and with the provisions of any other applicable data protection legislation.

26.11. These terms and conditions and the contract shall not constitute and shall not be deemed to constitute any relationship of partnership or agency between Cornwall Plus and/or the University of Exeter and the Organiser and shall not in any way create a lease of the Facility or any Cornwall Plus or University of Exeter premises.

26.12. The contract shall be governed by and construed in all respects in accordance with the laws of England. Cornwall Plus and the Organiser hereby submit to the exclusive jurisdiction of the English courts.

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