

# Cornwall Plus

## TERMS & CONDITIONS:

### FALMOUTH UNIVERSITY AND UNIVERSITY OF EXETER RESIDENTIAL EVENTS

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 Event") 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.

#### 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 email to proceed to a provisional booking. Facilities will be released, if email confirmation is not received in accordance with the time frames above.

#### 3. Provisional Bookings

Upon receipt of a confirmation email, 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 email confirmation from the client. 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 email, a non-refundable 10% deposit is due and will be credited against the final invoice. A PO should be raised for the full amount to allow deposit payment and subsequent booking confirmation. The final invoice issued after the Event will include details of any additional services requested during the Event. Please ensure the initial PO either covers the final amount or another PO is raised to cover the cost of the additional services.

#### 6. Booking a Year Ahead

By signing a booking contract/confirming by email, 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 client 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 Event, the Organiser shall have the right to cancel their Event within 14 days of such a price increase, without penalty or charge.

#### 7. Value Added Tax

Internal bookings do not attract VAT (except bar/shop/external goods and services procured by FX Plus on behalf of Organiser(s)). If a booking is made on behalf of an external organisation, VAT may apply and will be charged at the prevailing rate unless VAT exemption certification is provided to Cornwall Plus.

#### 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 Event - **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

To ensure the best use of facilities, substantial reductions in numbers may result in changes to facilities/accommodation allocated to the event.

#### 9. Confirming Final Details

Cornwall Plus requires confirmation of special dietary needs at least 10 working days prior to the Event. If not received, Cornwall Plus will decide the proportions for special dietary meals (vegan, gluten-free meals etc.) on behalf of the client. 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 Event - **40%** of the total charges are forfeited.
- **8 and 3 weeks** prior to the Event - **75%** of the total charges are forfeited.
- **<3 weeks** of the Event - **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 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. Behaviour

Organisers to ensure all delegates follow these rules:

- Noise must be kept to acceptable levels. Complaints received after 23:30 will be investigated by Cornwall Plus, who reserves the right to terminate the booking contract with no refund and to potentially terminate future booking contracts for the same Organiser.
- Anti-social behaviour will not be tolerated. The police will be informed, the booking contract terminated with no refund paid.
- Delegates must act correctly and comply with all reasonable requests from Cornwall Plus staff. Cornwall Plus will eject individuals from a group for bad behaviour or may terminate a booking contract, pursuing full payment.
- Communal Events should finish by 23:30 hours. If Cornwall Plus believes that an Event is disturbing others then the Event will be stopped.
- Hazardous or dangerous items may not be brought into the Penryn or Falmouth Campus'.
- Illegal substances are not allowed on the Penryn or Falmouth Campus and the police will be informed of suspicious behaviour.

## 14. General Regulations

Organisers to ensure all delegates follow these rules:

- Check-in is 16:00 and check-out is 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.
- It is prohibited to consume food and drink not supplied by Cornwall Plus in seminar and lecture rooms, unless previously agreed in writing.
- Cornwall Plus will charge for any additional services requested during the Event.
- Cornwall Plus does not allow any animals in the residencies and Facilities. There are exceptions for assistance animals with prior agreement.
- Under 18s must be supervised by an adult at all times. The minimum ratio of adult (resident throughout) to child is 1:15. 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 may request further evidence.
- A Risk Assessment will be supplied to all Organisers. They must complete this document, including all Event-specific risks and minimising measures. Cornwall Plus will cancel Events or elements within an Event, if deemed unsuitable following risk assessment. Completed Risk Assessments should be received by Cornwall Plus at least 30 working days prior to the Event to allow sufficient time for review and amendment.
- Cornwall Plus may provide alternative Facilities to those outlined on the booking contract.

## 15. Loss or Damage to Property

The Organiser is responsible for loss/damage to Cornwall Plus property or persons or to the Penryn or Falmouth Campus' caused by delegates. Charges for loss/damage will be added to the final invoice. Cornwall Plus cannot accept responsibility for loss/damage to personal property/vehicles of delegates. Delegates are advised to be careful regarding security of their belongings and should ensure cars are locked and no valuables left inside.

## 16. Personal Injury

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.

## 16. 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.

## 17. 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

## 18. 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.

## 19. 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.

**HF/02-12-14**

