

**The University of Portsmouth Higher Education Corporation**

**Standard Conditions for the Supply of Conference and Letting Facilities**

**1. DEFINITIONS**

In these conditions the following terms have the following meanings.

“the University”	the University of Portsmouth HEC
“Client”	the person, firm or company to whom a Proposal is made by the University
“Commencement Date”	the date for commencement of the supply of Facilities set out in a Proposal
“Departure Date”	the date of the last day of the supply of Facilities referred to in a Proposal
“Facilities”	accommodation, conference and lecture rooms and facilities and other services provided by the University as specified in the Proposal
“Price	the price shown in a Proposal
“Proposal”	a proposal for supply of Facilities made by the University
“Proposal Form”	the University’s official proposal form, together with all documents referred to in that form
“Rules”	the rules with which users of the Facilities must comply. Rules may be notified to the Client and/or members of the Client’s group or may be displayed at any University premises that are being used by the Client or members of the Client’s group.

**2. PROPOSAL**

- 2.1 Unless otherwise agreed by the University in writing, no Proposal or other agreement, arrangement or offer of Facilities shall be binding on the University unless it is made on a Proposal Form and until it is accepted in writing by the Client.
- 2.2 When a Proposal is accepted by the Client, a binding contract between the University and the Client shall come into force. That contract may not be cancelled or varied except as specified in these conditions.

**3. THE FACILITIES**

- 3.1 The University shall use its reasonable endeavours to provide the Facilities to the Client on these conditions.
- 3.2 The University will try to provide equipment and/or vary the arrangements for the Facilities at the request of the Client, provided that the University is given at least 7 days’ notice of any such requirements.
- 3.3 The University does not guarantee that the Facilities will be available. If any of the Facilities are not available the University will use reasonable endeavours to provide alternatives of equal quality.
- 3.4 The Client shall not be entitled to make any deduction from the Price in respect of any claim, counterclaim or right of set-off which it has or claims to have.

**4. PRICE AND PAYMENT**

- 4.1. Unless the parties agree otherwise, the University shall invoice the Client for the Facilities when the Client accepts the Proposal. If additional goods or services are subsequently requested or used by the Client the University may invoice for those goods or services at that time.
- 4.2. Each invoice shall be paid in full by the Client (together with any applicable Value Added Tax) by the due date shown on the invoice.

- 4.3. If any amount becomes overdue, the University shall be entitled to charge interest from the due date for payment at the rate of 3% above the then current base rate of Barclays Bank Plc until the overdue amount is paid.
- 4.4. In addition to any other rights or remedies it may have, the University may suspend use of the Facilities by the Client and/or refuse further credit in the event of any payment not being made on time.
- 4.5. No allowance or refund shall be made for any part of the Facilities which are ordered but unused by the Client.
- 4.6. The Price has been calculated and agreed on the basis that the University limits its liability as set out in clause 6.

## 5. CANCELLATION

- 5.1. If the Client cancels the contract (or part of it) prior to the Commencement Date, the following sums will be forfeited, or if no payment has been made, become immediately due and payable by the Client on demand by the University.

Cancellation Notice	Fee: Proportion of the Price
Over 60 Days	50%
59 to 30 days	65%
29 to 8 days	80%
7 days or less	100%

- 5.2. Where, as a result of cancellation, any sum becomes due and payable by the client, the provisions of clause 4 shall apply to that sum.

## 6. LIABILITY AND INDEMNITY

- 6.1. This clause 6 sets out the entire financial liability of the University to the Client in respect of any breach of these conditions by the University, the Client's use of the Facilities or any representations or negligence of the University.
- 6.2. Nothing in these conditions shall limit or exclude the liability of the University for death or personal injury resulting from negligence or for any losses arising from fraud or fraudulent misrepresentation by the University.
- 6.3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.
- 6.4. The Client agrees that it has not relied upon any advice from or opinion of the University in judging whether the Facilities, or any part of the Facilities, are suitable for the purposes of the Client. Subject to clause 6.2, the University shall have no legal liability relating to the suitability or otherwise of the Facilities for the Client's purpose. It shall therefore be the responsibility of the Client to determine whether the Facilities are suitable for the Client's intended purpose and that the Facilities comply with the laws, regulations, codes and standards which apply to that purpose.
- 6.5. The University shall not be liable for any loss of profit or for any economic or consequential or indirect loss or damage suffered by the client. For the avoidance of doubt such losses shall include but not be limited to loss of goodwill, loss of contract, loss of use and loss to or claims by any third party.
- 6.6. In the event of any legal liability being established against the University in respect of the Facilities, the Client agrees that the maximum sum payable by the University whether as damages or otherwise in respect of any claim or claims shall be limited to the extent of cover provided to the University under any policy or policies of insurance maintained from time to time by the University relating to its liabilities hereunder.

**The University and the Client agree that these limitations of liability are reasonable. In particular, the Client should note Clause 6.7.**

- 6.7 The Client shall indemnify the University against any legal liability, loss (including loss of income and loss of profits), claim or proceedings, whether arising under any statute or at common law, arising from or in the course of the Client's use of the Facilities in respect of personal injury to, or the death of, any person and of any loss or damage whatsoever, whether arising out of the negligence of the Client or of any breach of these conditions or otherwise.

## **7. INSURANCE**

- 7.1 Without prejudice to the Client's liability to indemnify the University, the Client shall take out and maintain an insurance policy with an insurance company of good repute which will include:
- 7.1.1 employers liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences of £10 million or which complies with statutory requirements (whichever is the higher);
- 7.1.2 public liability insurance in a minimum amount of £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences;
- 7.1.3 where the Facilities include any part of the School of Professionals Complementary to Dentistry, professional indemnity insurance, including cover for death and personal injury caused by the negligence of a person performing or demonstrating dental treatment, in a minimum amount of £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences;
- 7.1.4 insurance in a minimum amount of £10 million upon terms which are sufficient to cover its liabilities under these conditions and to cover any liability which may arise to third parties as a result of the use of the Facilities.
- 7.2 The Client shall on the request of the University produce a copy of that insurance policy and a receipt for the payment of the current premium. The Client shall ensure that the interest of the University is noted on the policy.

## **8. FORCE MAJEURE**

- 8.1 The University shall not be liable to the Client under these conditions if the University is prevented from or delayed in carrying out its obligations under this Agreement or from carrying on its business by any act or event beyond its reasonable control including strikes, lock-out or other industrial action, failure of a utility service, act of God, war, riot, civil commotion, malicious damage, accident, fire, flood storm or compliance with any law, regulation, order or rule.

## **9. CHANGES TO THE SUPPLY**

- 9.1 Whilst the University will seek to ensure that the Facilities comply with any description applied to them in the Proposal, there may be circumstances in which specified premises, accommodation and/or facilities are not available. In such circumstances, the University will use reasonable endeavours to ensure that the substitute premises, accommodation and facilities supplied are at least equal in quality to those referred to in the Proposal.

## **10. USE OF THE UNIVERSITY'S NAME**

- 10.1 The Client shall not, through the use of the University's name, address, insignia or logo or in any other way, imply or in any other way give the impression that the University promotes, sponsors or is in any way connected with the Client's business or activities.

## **11. OBLIGATIONS OF THE CLIENT**

- 11.1 The Client shall provide adequate supervision for its group or party and shall ensure that it is familiar with, and that all members of its group or party (including all employees, clients and third parties connected with or utilising the Facilities) are familiar with the following requirements and that all members of its group or party comply with them. For the purposes of this clause, the words "Client" and "Clients" shall also include all the members of its group or party referred to above.

If the Client or any member or members of the Client's group or party do not comply with them, the University may suspend or cancel the supply of Facilities and/or may require any such member or members to leave University premises. The Client hereby indemnifies the University against any and all loss (including loss of profit), damage, costs, claims and expenses incurred by the University and arising directly or indirectly from any failure by the Client or by any such persons to comply with those requirements and/or from any resulting suspension or cancellation of the supply of Facilities.

a) Where the Facilities include the provision of residential accommodation, such accommodation may be accessed from 2pm on the Commencement Date and must be vacated by 10 am on the Departure Date. Failure to vacate all or part of the University's premises by the date and time specified will result in an additional charge. This additional charge shall be at least the standard rate charged by the University for the Facilities in question. The University may

also charge the Client for any other losses it suffers as a result of the Client's failure to vacate the Facilities on time. The circumstances when these additional charges shall be payable include Clients leaving any goods, equipment, packages, vehicles or any other property on any part of the University's premises without the University's prior agreement.

b) Clients must familiarise themselves with and comply with the Rules and with any security, health, safety and fire regulations notified by the University or displayed at University premises and shall comply with any health, safety and fire instructions issued by University staff.

c) Clients shall comply with the reasonable requests of University staff and with any further terms, conditions or requests which may be notified to the Client.

d) Clients shall at all times behave in a way which does not cause nuisance or annoyance to other clients, University staff, students and/or neighbours of University premises. In particular, Clients shall ensure that noise is kept within acceptable levels at all times and to a minimum between the hours of 11pm to 8 am.

e) Clients shall take reasonable care of University property and premises and shall ensure that the Facilities are kept in a clean and tidy condition at all times.

f) Clients shall promptly notify the University of any damage or defect in University property or premises or any other failure or shortcoming of the Facilities.

g) Clients shall immediately allow University staff and contractors access to any University premises or Facilities which they occupy. The University will normally give 24 hours notice if it requires access to residential accommodation, but in emergencies may require immediate access.

h) The Facilities are provided for the benefit only of the Client and each member of its group or party who has registered with the University. Clients shall not therefore provide access to the Facilities or to any part of the Facilities or transfer the right to use them to any other person.

i) Clients shall notify the University of all electrical equipment (except items for personal use only) brought onto University premises. The University reserves the right to refuse use of such equipment at its discretion.

j) Clients may not bring any pets or other animals onto University premises, except guide dogs with the University's prior written consent.

k) The Client shall, before the Commencement Date, notify the University of the identity of its representative for the purpose of liaising with the University in relation to the Facilities and all arrangements relating to them.

l) The Client shall not, without the prior written consent of the University, arrange for any services or entertainment to be provided to the Client by a third party at or in connection with the Facilities. Where the Client, with the consent of the University, arranges such services or entertainment it shall ensure that all necessary licences and permissions are obtained and that the services or entertainment are provided in accordance with all applicable laws.

m) Where the Facilities include any part of the School of Professionals Complementary to Dentistry, the Client shall ensure that a person with an appropriate first aid qualification is present whenever any Client or any person using the Facilities in connection with the Client is performing or demonstrating dental treatment.

## **12. GENERAL**

12.1 These conditions and the Proposal contain the entire agreement of the University and the Client with regard to the supply of Facilities and shall override any differing terms and/or conditions which may appear or be referred to by the Client in any correspondence or other documentation and shall, unless the University agrees otherwise in writing, govern all Supplies by the University.

12.2 The Client shall not assign or otherwise transfer any of its rights or obligations relating to the supply of Facilities without the prior written consent of the University.

12.3 The failure to exercise a right or remedy, or delay in exercising a right or remedy, provided by the agreement between the University and the Client or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies.

12.4 If the client has any complaint relating to the supply of Facilities, they should identify the problem in writing to the University's Commercial Manager, who will investigate and respond accordingly in writing within two weeks.

12.5 English law shall govern any contract made under these conditions. The Courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these conditions.