



NEWNHAM COLLEGE UNIVERSITY OF CAMBRIDGE

Sidgwick Avenue

Cambridge, CB3 9DF

Telephone Number: 01223 335803

E-Mail: conference@newn.cam.ac.uk

TERMS AND CONDITIONS:

1. The Contract

1.1 Our acceptance of a booking is made solely with you (the client) and ourselves (Newnham College) and the booking may not be transferred to an agent or third party, without our written agreement. You accept responsibility for paying all charges, including any extra charges, arising under this contract.

1.2 The College, at its sole discretion, agree to you making a provisional booking. You may cancel provisional bookings, without penalty.

2. Confirmation of your booking

2.1 The booking contract will clearly state the accommodation, meals and other facilities, including the numbers that you have booked and will include a clear statement of any other arrangements that have been agreed between you and us.

2.2 You must sign the contract and return to us within 7 days of the date shown on the contract.

3. Amendments by You

3.1 Amendments to numbers and/or arrangements must be confirmed to us in writing. As the specific details of a booking are established, the value of that booking may change.

3.2 Reduction in the duration or contracted value of the booking shall be subject to our cancellation policy.

3.3 Should a reduction in numbers or a cancellation occur, we will first endeavour to re-sell any facilities and services released, to a similar value. If we are unable to then cancellation charges will apply.

3.4 Final numbers should be sent to the Conference Office no later than 14 days prior to arrival.

3.5 Should you make significant changes to your booking or the expected numbers, this may result in amendments in the applicable rates and/or facilities offered by us.

4. Cancellation by You

- 4.1 Any cancellation, postponement or partial cancellation must be received in writing from you. In the first instance please call the Newnham College Conference Office to verbally advise.
- 4.2 Upon receipt of such notice that you have to cancel or postpone your confirmed booking, we will endeavour to re sell the facilities on your behalf.
- 4.3 Cancellation charges will be a genuine pre-estimate of our loss, being a proportion of your pre booked accommodation and room hire (ARH) and catering and beverage (F&B) charges as shown in the table below.
- 4.4 Cancellation charges will apply according to the cancellation notice period given by you, based upon the maximum number of delegates/guests attending on an one day and will be applied for each day of the event and for all parts of the event.
- 4.5 Definitive cancellation charges due, can only be confirmed to you after the intended date of your event, when we shall reduce the charge by the net income on any alternative business we have been able to secure on your behalf.
- 4.6 If a deposit and/or other pre-payments have been made by you in respect of a cancelled booking and such amounts are less than or equal to the amount of any cancellation charges due, they shall be non-refundable.

Cancellation with the following notice	Numbers of 30 or less	Numbers between 31 and 60	Numbers of 61 or more
366 days and more	No charge	No charge	60% (ARH) 45% (F&B) of contracted amount
365 – 181 days	No charge	No charge	90% (ARH) 65% (F&B) of contracted amount
180 – 91 days	No charge	30% (ARH) 35% (F&B) of contracted amount	90% (ARH) 65% (F&B) of contracted amount
90 – 61 days	30% (ARH) 35% (F&B) of contracted amount	60% (ARH) 45% (F&B) of contracted amount	90% (ARH) 65% (F&B) of contracted amount
60 – 29 days	60% (ARH) 45% (F&B) of contracted amount	90% (ARH) 65% (F&B) of contracted amount	90% (ARH) 65% (F&B) of contracted amount
28 – 15 days	90% (ARH) 65% (F&B) of contracted amount	90% (ARH) 65% (F&B) of contracted amount	90% (ARH) 65% (F&B) of contracted amount
14 – 1 day	90% (ARH) 90% (F&B) of contracted amount	90% (ARH) 90% (F&B) of contracted amount	90% (ARH) 90% (F&B) of contracted amount

(ARH) – Accommodation and room hire/(F&B) – Food and Beverage

5. Amendments or Cancellation by Us

- 5.1 Should we, for reasons beyond our control, need to make any amendments to your booking, we reserve the right to offer alternative facilities.
- 5.2 We may cancel the booking if (a) the booking might, in our opinion, prejudice our reputation or (b) if you are more than 30 days in arrears of payments for previous events held at the College or (c) we become aware of any significant alteration in your financial situation.

6. Charges and Payment

- 6.1 (a) If credit has not been agreed, then full payment will be required no later than 14 days prior to the event date or a staggered pre-payment system put in place

(b) A deposit of £500 will be requested for events
- 6.2 Payment of accounts is due 28 days following the date of invoice and must be paid in pounds sterling. We reserve the right to pass on any bank charges resulting from exchange of foreign currency payments.
- 6.3 We reserve the right to carry out credit checks on you and to withdraw or refuse credit facilities as we feel appropriate.
- 6.4 All accounts are subject to VAT at the prevailing rate at the date of invoice, unless your organisation is VAT exempt.
- 6.5 In the event of payment becoming overdue, Newnham College may charge interest rate at 4% at the date when payment became due, for each month or part of the month that the account remains unpaid.

7. Insurance and Liability

- 7.1 In no circumstances will we accept any responsibility for the loss or damage to any property including any film, video or audio-visual material. Or to any vehicles you may have on site.
- 7.2 You must reimburse to us the costs of repairing any damage to our property contents or grounds caused by any of your guests, where it is reasonable for you to have prevented the damage. This may include the cost of special cleaning.
- 7.3 Nothing in the Contract shall exclude or limit liability for any statutory breaches or regulatory fines caused by breach of contract, death or personal injury caused by negligence, bribery, fraud or fraudulent misrepresentation, third party claims or Intellectual Property Rights infringement.
- 7.4 Our insurance provides public liability cover where we are held liable.
- 7.5 Insurance can be arranged by yourself to protect you and your event against cancellation with a minimum sum insured based on the anticipated payments to us. Our liability to you shall under no circumstances exceed the amount actually paid in respect of your booking.

7.6 Subject to condition 7.3

- (a) Neither party shall be liable for any loss of an indirect or consequential nature including without limitation any loss of profit, revenue or anticipated savings.
- (b) In respect of all other Losses each party's liability shall be limited as follows:

Loss of a type	Limit
required to be covered by your insurance required under the Contract	the insurance level required by the Contract
not required to be covered by your insurance	125% of the price

7.7 Neither party shall be liable to the other for any failure to perform its obligations under this Contract, where its failure to do so is the result of events beyond its reasonable contract.

7.8 This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between them relating to the subject matter hereof.

8. Force Majeure

8.1. 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.

8.2 Without prejudice to the generality of clause 8.1. the following shall be regarded as circumstances beyond the reasonable control of the parties:

- Acts of God, explosion, flood, lightning, tempest, fire or accident
- War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection, military or usurped power or civil war
- Riot, civil commotion or disorder
- Acts, restrictions, regulations, bylaws, refusals to grant any licenses or permissions, prohibitions or measures of any kind on the part of any governmental authority
- Strikes, lock-outs or other industrial actions or trade disputes of whatever nature
- Pandemics, epidemics or other medical crisis which restrict movement of populations*

*Please note an admin fee may be applied to move a booking number (notified by the organiser in writing a minimum of 15 working days prior to event), we reserve the right to cancel the event.

9. Prevent

9.1 The Event Organiser undertakes with the College not to undertake any activity which promotes terrorism or the promulgation of non-violent extremism.

9.2 The Event Organiser will ensure that the subject matter of the event will not include views which people (whether they attend the event or not) may find controversial, offensive or distasteful.

9.3 The event will not include any activities that may represent a risk to the health and safety of any individual.

9.4 None of the speakers at the event have previously expressed views which may be interpreted as causing controversy or promoting extreme intolerance of the views of others.

10. General

10.1 No term of this contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

10.2 The College will not accept bookings which include children younger than 16 years of age in bedrooms.

10.3 We must comply with certain licensing and statutory regulations and require you to fulfil your obligations in this respect. An appropriate performance licence is required for discos/bands.

10.4 Most food preparation takes place in our main kitchen where there is exposure to all of the prescribed allergens. You agree to advise delegates, staff, guests and other attendees accordingly and to request from them notification of any food-based allergies they may suffer. You acknowledge that without such information, we may not be able to provide food for such delegates to consume. We give no undertaking of any kind to produce allergy-safe food where we have not been given sufficient advance notice (14 days) of the requirement. You should also be aware, and you further agree to be responsible for so notifying delegates, staff, guests and other attendees, that our kitchen does not contain "isolation areas" and, while we will use all reasonable endeavours to provide food that does not contain any of the allergens that have been identified and notified to us in respect of specific individuals, we cannot give any undertaking of a level of clinical food preparation conditions that would provide an absolute guarantee of total safety from any allergen contamination.

10.5 No animals or pets of any kind, other than guide dogs, are allowed on our premises.

10.6 This contract shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the courts of England.