

# TERMS AND CONDITIONS OF BOOKING

## 1. Definitions

**Booking Form** means the form attached to and comprising part of this Agreement confirming the date and time booked for the Event, the Location, the Charge, the minimum and maximum number of persons attending the Event and the food and beverage and any other requirements.

**Charge** means the total charge for the Location, including the charge for any food and beverage and any other requirements.

**Event** means the training course, conference, meeting, reception or other function for which the Hirer intends to use the Location as detailed in the Booking Form.

**Hirer** means the person, firm, company or other organisation specified in the Booking Form.

**Location** means that part or parts of the Premises hired by the Hirer for the Event as detailed in the Booking Form.

**Parking Space** means such of the parking space located adjacent to the Premises as the Press may at its absolute discretion designate for use by the Hirer.

**Parties** means the Press and the Hirer.

**Premises** means the building known as The Pitt Building, Trumpington Street, Cambridge CB2 1RP.

**Press** means Cambridge University Press.

## 2. Payment

2.1 Unless otherwise agreed in writing by the Press, payment of the balance of the Charge will be payable by the Hirer within 14 days of receiving an invoice from the Press.

2.2 Unless otherwise stated, the Charge is exclusive of VAT and the Hirer must pay VAT in addition to the Charge.

2.3 In the event of late payment by the Hirer the Press reserves the right to charge the Hirer interest (accruing daily, both before and after any judgement) on any amount outstanding at the rate of 3% above the base rate charged by Barclays Bank Plc.

## 3. Cancellation

In the event of the Hirer cancelling the Event a cancellation charge (plus VAT) equal to the following percentage of the Charge will apply:

**Notice of Cancellation**

More than 10 working days prior to the Event: No charge (0%)

6 to 10 working days prior to the Event: 50%

Less than 6 working days prior to the Event: Full charge (100%)

## 4. Termination

4.1 In addition to any other rights that it may have the Press reserves the right to terminate this Agreement forthwith by written notice to the Hirer if the Hirer:

4.1.1 is in breach or default of any of the provisions of this Agreement; or

4.1.2 becomes insolvent, enters into liquidation, bankruptcy, administration or receivership; or

4.1.3 fails to pay the deposit required under Clause 2.1.

4.2 The Press reserves the right to terminate this Agreement at any time without giving any reason either before or during the Event upon giving the Hirer seven days prior written notice.

4.3 In the event of this Agreement being terminated pursuant to Clause 4.1, the Hirer will be deemed to have cancelled the Event and the Hirer will be liable to pay a cancellation charge as provided in Clause 3.

4.4 In the event of this Agreement being terminated pursuant to Clause 4.2, the Press will repay to the Hirer any part of the Charge paid by the Hirer.

## 5. Force Majeure

The Press will not be liable to the Hirer, nor be deemed in breach of this Agreement, if as a result of circumstances beyond the Press's reasonable control the Press is unable to provide the Location for the Event. In such event the Press will repay to the Hirer any part of the Charge paid by the Hirer by way of deposit.

## 6. Numbers Attending

When booking the Event the Hirer will confirm to the Press the anticipated number of persons attending the Event and will confirm the final numbers attending the Event not less than 5 working days prior to the commencement of the Event.

## 7. Parking/Access

7.1 The Hirer will ensure that only the Parking Space is used by those persons attending the Event and that any other parking spaces, roads or accessways surrounding or adjacent to the Premises are not used or obstructed in any way.

7.2 Access routes to the Premises will be agreed between the Press and the Hirer.

## 8. Equipment/Safety

8.1 The Hirer will not install or leave on the premises any mechanical, electrical or other equipment without the prior written consent of the Press. Where such equipment has been installed or left on the Premises with the Press's consent, the Hirer will ensure that such equipment is compatible with the Press's power supply and with other equipment or appliances of the Press and is installed and operated in accordance with the manufacturers' instructions. Any such equipment or appliances must comply with all relevant legislation and regulations. The Press will not provide technical or professional support for any such equipment.

8.2 If the Hirer leaves any equipment or appliances or other items on the Premises after the Event, the Press will be entitled to remove and store such items and the Hirer will reimburse the Press in respect of the cost of such removal and storage.

8.3 The Hirer will not allow the use of smoke or pyrotechnics on the Premises.

8.4 The Hirer will not do anything or omit to do anything that would cause a breach of the Press's fire regulations or would reasonably be deemed to cause an increased risk of the occurrence of a fire or otherwise affect the safety of persons in or about the Premises.

## 9. Alterations/Damage

9.1 The Hirer will not make any alterations or additions to the Premises or to the fixtures and fittings at the Premises or affix anything whatsoever to the floors, ceilings, walls or columns of the Premises without the prior written consent of the Press.

9.2 The Hirer will agree with the Press the state of repair of the Premises and will reimburse the Press for the cost of all repair work in respect of any damage caused by the Hirer to the Premises.

## 10. Conduct

10.1 The Press has a non-smoking policy that applies to the Premises. It is the responsibility of the Hirer to ensure that all persons attending the Event are aware of and comply with this policy.

10.2 The Hirer will ensure that the Event is at all times conducted in accordance with the any rules, regulations and directions that may be issued from time to time by the Press.

10.3 The Hirer will not use the Premises or the Location for any purpose other than for the Event.

10.4 The Hirer will ensure that the conduct of the Event does not cause any nuisance or offence to other persons or guests visiting the Premises.

10.5 The Hirer will afford reasonable access to the Press and its employees to any and all areas of the Premises used by the Hirer during the Event.

10.6 The Press reserves the right to exclude or eject from the Premises any persons attending the Event whose behaviour or appearance it considers objectionable, disruptive or otherwise unacceptable, including any persons or employees engaged by the Hirer to provide entertainment or perform any other duties at the Event.

## 11. Food and Beverage

The Hirer will ensure that no food or beverages of any kind whatsoever is brought onto the Premises by the Hirer or any persons attending the Event without the prior written consent of the Press.

## 12. Consents

Where the Event involves the performance of literary, dramatic or musical works or the playing or showing of copyright sound recordings, files, broadcasts or other material, the Hirer warrants that it will prior to commencement of the Event obtain all necessary licences, permissions or consents.

## 13. Advertising

13.1 The Hirer will ensure that any advertisements relating to the Event comply with all relevant legislation.

13.2 The Hirer will not use the name or any registered trademark of the Press without the prior written consent of the Press.

13.3 No reference will be made to the Press in any publicity, advertisement or information distributed by the Hirer relating to the Event without the prior written consent of the Press.

13.4 The Hirer will not place any signs or notices advertising the Event on or outside the Premises without the prior written consent of the Press.

## 14 Indemnity

14.1 The Hirer agrees irrevocably to compensate the Press in full on demand for all losses costs and expenses suffered or incurred by the Press as a result of or in connection with:

14.1.1 claims by any third party arising directly or indirectly out of the Hirer's use of the Premises and the holding and conduct of the Event by the Hirer; or

14.1.2 death or personal injury caused by the negligence of the Hirer, its employees, or agents; or

14.1.3 damage to the Premises permitted or suffered by the Hirer, its employees, agents or persons attending the Event; or

14.1.4 any infringement of copyright or other intellectual property in relation to the Event or its conduct or promotion.

## 15 Liability

The Press will not be liable for the death of, or injury to the Hirer, or for damage to any property of the Hirer's, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability, including loss of profit or other financial loss incurred by the Hirer arising directly or indirectly out of the Hirer's use of the Premises or the holding and conduct of the Event or otherwise as a result of the Hirer entering into this Agreement. Nothing in this Agreement will restrict or exclude liability for death or personal injury caused by the negligence of the Press.

## 16 General

16.1 Pursuant to s.1 (2)(a) of the Contracts (Rights of Third Parties) Act 1999 the parties intend that none of the provisions of this Agreement may be enforced by any person who is not a party to this Agreement.

16.2 Each party acknowledges that this Agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents.

16.3 No variation of this Agreement will be effective unless it is in writing and signed by the Press.

16.4 The benefit of this Agreement is personal to the Hirer and not assignable.

16.5 All headings are for ease of reference only and will not affect the construction of this Agreement.

16.6 No failure or delay by the Press in enforcing any of its rights under this Agreement will operate as a waiver thereof.

16.7 Any notice required to be served pursuant to this Agreement must be in writing and served by first class post or by hand on the Hirer or the Press at their respective addressees as set out in the Booking Form.

16.8 The validity, construction and performance of this Agreement will be governed by English law.

