

TERMS AND CONDITIONS FOR EXTERNAL EVENTS (DMS)

This Contract is between us and you, not any other person or organisation that you may book rooms, meals or facilities for. Our acceptance of a booking is made solely with you 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.

These Terms and Conditions will form part of the Contract, together with any other terms stated in the Contract.

Definitions

'The College' and 'we' or 'us' and 'our' means either Robinson College or Robinson College Enterprises Limited, Grange Road, Cambridge CB3 9AN, whichever shall appear on the invoice issued to you in accordance with these terms. 'The Client' and 'you' and 'your' means the organising body/company and organiser responsible for the commissioning of and payment for the event. The 'Contract' means the agreement between the College and the Client for a specific booking or series of bookings.

Confirmation of your booking

1. The College may at its sole discretion agree to you making a provisional booking. You may cancel provisional bookings without penalty. While we hold your provisional booking, we will not allocate the facilities that you have provisionally booked to other customers without informing you.
2. If your booking is accepted, we will confirm it subject to these terms and subject to receiving a Booking Contract signed by you and us.
3. 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.
4. You must sign the Contract and return it to us within 7 days of the date shown on the Contract. If we do not receive the signed Contract within 7 days we reserve the right to release your provisional booking and re-sell the space and facilities held.

Reductions, Cancellation or Other Amendments by You

5. 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 will inevitably increase. From time to time we will issue you with updated quotations, setting out the then current value of your booking. You hereby acknowledge and agree that in the event of any cancellation of your booking any supplementary quotations issued to you shall be incorporated into the Contract for the purposes of these terms and conditions.
6. Reduction in the duration or contracted value of the booking shall be subject to our Cancellation Policy.
7. No charges will be made for any reductions in numbers of up to 10% from those stated on the Contract, providing we receive from you written notification of such reductions at least 7 days prior to arrival.
8. Should a reduction in numbers of more than 10% from those stated in the Contract be made at any time prior to the event, we will first endeavour to re-sell any facilities and services released, to a similar value. In the event that the released facilities and services cannot be re-sold, then any reductions of more than 10% from those stated in the Contract shall be subject to our Cancellation Policy.
9. Final numbers, within the terms stated in clauses 7 and 8, must be notified to us 7 days prior to arrival. These will be the minimum number for which you will be charged.
10. Should you make significant changes to the programme or the expected numbers, this may result in amendments in the applicable rates and/or facilities offered by us.
11. Any cancellation, postponement or partial cancellation must be received in writing from you and will take effect from the date of receipt by the College Conference Office.
12. 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.
13. 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 & Beverage (F&B) charges as shown in the table below.
14. Cancellation charges will apply according to the cancellation notice period given by you, will be based upon the maximum number of delegates/guests attending on any one day and will be applied for each day of the event and for all parts of the event.

Applicable Cancellation Notice Period	Maximum Number of Delegates/Guests		
	30 & less	31-60	61 & more
366 days & more	Nil	Nil	60% ARH 45% F&B
365-181 days	Nil	Nil	90% ARH 65% F&B
180-91 days	Nil	30% ARH 35% F&B	90% ARH 65% F&B
90-61 days	30% ARH 35% F&B	60% ARH 45% F&B	90% ARH 65% F&B
60-29 days	60% ARH 45% F&B	90% ARH 65% F&B	90% ARH 65% F&B
28 days or less	90% ARH 65% F&B	90% ARH 65% F&B	90% ARH 65% F&B

15. 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.
16. 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.

Amendments or Cancellation by Us

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

Charges and Payment

19. Payment of accounts is due 28 days following the date of invoice.
20. Payment must be made in pounds sterling (UKL). We reserve the right to pass on any bank charges resulting from exchange of foreign currency payments.
21. In the event of payment becoming overdue, interest at four percentage points above the base rate for the time being in force of Barclays Bank plc at the date when payment became due may be added to your account for each month or part of month that the account remains unpaid.
22. We reserve the right to carry out credit checks on you and to withdraw or refuse credit facilities as we feel appropriate. Should a deposit or pre-payment be required for any event, we will specify this in the Contract.
23. All accounts are subject to VAT at the prevailing rate at the date of invoicing, unless your organisation is exempt.

Arrival and Departure

24. The bedroom accommodation is available from 13.00 on the day of arrival, and must be vacated by 9.30 am on the day of departure, unless specific alternative arrangements have been agreed.
25. The meeting rooms are available for the time shown on your contract. Any extension may incur additional charges.

Insurance and Liability

26. 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 motorcars.
27. You must reimburse to us the costs of repairing any damage to our property, contents or grounds caused by any of your guests. This may include the cost of special cleaning.

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28. Our insurance provides public liability cover where we are held liable. Insurance can be arranged to protect you and your event against cancellation or abandonment with a minimum sum insured based on the anticipated payments to us. Insurance can also cover non-appearance of speakers or delegates, property damage at or to the venue or its contents, third party bodily injury and third party damage. We do not accept liability for any damages or losses except for personal injury or death caused by our negligence. Our liability to you shall under no circumstances exceed the amount actually paid in respect of your booking. We do not accept any liability for loss or damage of an indirect or consequential nature, loss of profits, goodwill or opportunity.
29. 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 control, provided that (i) where a deposit has been paid we reserve the right to deduct the reasonable costs arising from cancellation of a Booking pursuant to this clause 26; (ii) in the event that no deposit has been paid in respect of a Booking cancelled pursuant to this clause then we reserve the right to invoice in respect of unavoidable and/or committed costs incurred in servicing the Booking; and (iii) we reserve the right to offer alternative facilities or a refund, where appropriate.

General

30. The College will not usually accept bookings which include children younger than 16 years of age. Advance booking/notice must be given to us if, by exception, parents need to bring their children to stay with them in College on an ad hoc basis. The behaviour and well-being of such children must be adequately supervised by their parents. Should parents be unable to correct any aspect of poor behaviour by their children, we reserve the right to terminate the family's stay. Should this occur, no monies will be refunded and we may charge for the entire cost of that stay termination notwithstanding. The Conference Manager's decision is final.
31. 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.
32. Should any of your delegates be unable to correct any aspect of poor behaviour or activities unacceptable to us, including smoking in bedrooms, we reserve the right to apply appropriate charges and/or to terminate their/your stay. Should this occur, no monies will be refunded to you and you will be charged and invoiced for the entire cost of that stay termination notwithstanding. The Conference Manager's decision is final.
33. 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 (7 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.
34. We reserve the right to approve any externally arranged entertainment, services or activities that you have planned and cannot accept liability for any resultant cost. Our *Terms & Conditions for External Events (Production)* may be relevant for such arrangements. You must inform us of any plans and we will provide you with the document which sets out the provisions which must be met by you and your contractor.
35. Any exhibition/poster session held as part of your event will be subject to our *Terms & Conditions for External Events (Exhibition)*.
36. We will charge corkage or equivalent charges for all drinks or food brought onto and consumed on our premises.
37. No animals or pets of any kind, other than guide dogs, are allowed on our premises.
38. This contract shall be governed by and construed in all respects in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

DELEGATE MANAGEMENT SYSTEM

The following terms apply only in respect of bookings made using the College's Delegate Management System Delegate+.

Additional Definitions

'Booker' means the individual whose card is used to pay the booking charge. 'Booking charge' means the cost of the booking made and paid for by the Booker'. 'Client account' means the value of monies owed to you by us or to us by you as the case may be. 'Client bank account' means your bank account into which monies will be paid by us from time to time. 'Delegate' means the individual for whom the Booking is made and who will be a delegate at your event. 'Delegate booking' means the booking made by a Booker for a Delegate. 'Delegate Management System (DMS)' is a sub-section of the Robinson College website, accessible by Bookers for the purpose of booking a Delegate's place to attend your event. 'Event' means the conference or other event covered by the Contract. 'Event page(s)' is the page(s) on the DMS which display the information relevant and specific to your event. 'Package(s)' means the compiled services and facilities that will be booked. 'Registration fee' is the charge that you will be applying for attendance at the event, independent of any of the charges raised for services and facilities provided at Robinson College or any other venues being used for your event. 'Delegate Booking Terms and conditions' are those that will apply to the delegate booking which will be displayed on your event page(s).

The Event Page(s) Content and Availability Management

39. All content management shall be performed through the Robinson College website administration system.
40. We will be responsible for updating content, availability and prices that will be shown on the event page, in agreement with you.
41. You are responsible for providing us with accurate information when requested, to enable content to be updated. Such information will include but may not be restricted to event name, event logo, event summary information, outline programme, delegate types, package names and contents, registration fee information and price.
42. You are responsible for checking that the information displayed is accurate.
43. You will indemnify us for any loss or damage we may suffer as a result of inaccurate content uploaded which was provided by you.

Packages

44. The compilation of packages and the resultant booking charge will be agreed between us.
45. Typically packages will include the registration fee, the accommodation and catering and meeting facilities for each delegate and may be for single or multiple days/nights.
46. Packages may also include services or facilities to be booked at third party venues or sites, e.g. accommodation at another College or social programme activity such as walking tours. In such a case, the responsibility for booking such facilities will rest with you, unless stipulated in the Contract.

Booking Charges and VAT

47. Booking charges for the packages will be calculated and agreed between us and will be based upon unit charges for the various package components.
48. Booking charges include VAT at the prevailing rate at the date of invoicing, unless you are to pay the final account and your event has VAT exemption.
49. For clarity, where the Booker is paying the booking charge direct to Robinson College as our income, rather than the monies being collected on your behalf as your income, the charges will be subject to VAT.

Financial agreements

50. All booking charges are paid by credit/debit card into our bank account. We reserve the right to add commission charges to the booking charge.
51. Where we are collecting payments on your behalf and you retain responsibility for settlement of the final account, monies will be transferred into an escrow account. In accordance with the Contract, you will settle our invoice promptly from funds received and where these are insufficient, from alternative funds.
52. We reserve the right to recover funds from the escrow account to settle our invoice without further notifying you or obtaining your consent, and you hereby irrevocably authorise us to do so.
53. You will be sent a monthly report detailing all delegate bookings made, including booking charges received.
54. You will remain responsible at all times for ensuring the financial viability of your event and will therefore put in place suitable promotional sales and marketing activity at your own expense.
55. Payments due to you and/or to us will be made on a schedule to be agreed between us.

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56. In the event that a payment made by a booker and paid into our bank account is subsequently reclaimed by a bank or other institution for reasons of fraud or otherwise, you agree that the delegate booking will be cancelled and any amounts will be deducted from the client account accordingly.

Cancellation charges

57. We will separately agree the delegate booking terms and conditions that will apply to delegate bookings with you.
58. It is recommended that an administration fee be charged as a minimum, irrespective of the cancellation date.
59. All cancellations will be managed manually by Robinson College rather than through the DMS.
60. Repayments, if any, will be made by Robinson College direct to the booker unless all funds have already been transferred to you or to your client bank account. In such a case, we reserve the right to refer the booker's cancellation claim to you.
61. We reserve the right to recover funds for cancellation repayments from the escrow account without any obligation to notify you or obtain your prior consent.

Websites

62. You will operate your own event website which will be the main event website and will typically display event programme information including papers and speaker details. You will manage the call for papers and any other programme management matters.
63. The go-live date of the main event website will be advised to us by you.
64. The go-live date for your event page on our DMS will be agreed between us.
65. You agree to place a link from your event website to your event page on our DMS.
66. We will have a link from your event page to your main conference website.

Delegate Invitations

67. You will manage the dissemination of event invitations including the list of invitees.

System Availability

68. The College does not warrant nor guarantee that the DMS or its use will be uninterrupted or error-free. The College shall bear no liability to you for loss of business, revenue or goodwill caused by delegates' inability or failure to make a booking using the DMS, as more fully set out in clause 24.

END. UPDATED NOVEMBER 2016.