

General Booking Conditions For The Hiring Of Rooms And Facilities

- 1 Representative** The client shall appoint a responsible adult (the Representative) who shall be present throughout the client's event and in advance of the event shall inform the University in writing of the identity of that Representative. The Representative will be responsible for the good conduct of those people participating in the event and shall liaise with the Facilities Management staff when necessary during the event.
- 2 Bookings** All requests to use University premises and other services must, in the first instance, be made on the Application For The Use of University Premises booking form.
- 3 Event Details**
 - 3.1 Upon receipt of the Booking Form the University will, as soon as is reasonably practicable, send to the Client confirmation of the booking, detailing the University's understanding with the Client of the Services required.
 - 3.2 If the Client requests changes from that detailed in the confirmation, the University will attempt to co-operate but is not bound to do so. If the changes result in an increase in numbers or any other increase in the Services, these will be subject to an extra charge which will be calculated at the University's then current rates.
- 4 Cancellation** Should the Client wish to cancel the event then written notice of cancellation must be received by the University at least 10 working days before the start of the event. The University reserves the right to charge in full all Services, as detailed in the booking confirmation, if written notice is not received as stated.
- 5 Payment**
 - a. **Clients accepted by the University for a credit account.** Payment is due immediately after the event. The University will issue an invoice and the Client shall pay within 14 days of the date of the invoice.
 - b. **Clients who do not have a credit account with the University.** Clients shall be required to pay for the Services in full prior to the event. Any additional Services supplied during the event will be invoiced at the University's normal rates immediately after the event, and the Client shall settle any such invoice within 14 days of the date of the invoice.
 - c. All charges in this Agreement exclude VAT which will be charged, where applicable, at the rate ruling at the time of invoicing.
- 6 Overdue Accounts** The University reserves the right to charge interest on all overdue accounts at the rate of 1.5 % per month calculated on a daily basis.

- 7 Alteration to Charges** At any time after a firm price for the event has been agreed between the Client and the University, the University may alter charges by written notice to the Client. Alterations to charges will only be applied when necessary to reflect changes in costs outside the control of the University.
- 8 Liability** The University shall indemnify the Client without monetary limit against any liability for death or personal injury to the extent it results from the negligence of the University in the performance of this Agreement. The University shall also indemnify the Client against any direct physical damage wholly caused by the negligent act or omission of the University, its agents or employees in performing this Agreement, provided that such liability shall be limited in respect of any one event or connected series of events to One Million Pounds Sterling. Except as stated above, the University's liabilities and obligations in respect of performing this Agreement are expressly limited to performing and providing the Services detailed in the Booking Agreement and the Client shall indemnify the University against all other liability for death or personal injury or loss or damage to property, including that of the University or third parties arising directly or indirectly from this Agreement and/or the ensuing event.

The University shall not in any event be liable for any indirect, consequential loss or damage or loss of profits, however caused or arising, save as aforesaid.

The Client accepts responsibility for ensuring that guests, speakers, entertainers and performers it invites to the event, act and speak at all times within the law, and in this regard shall indemnify the University against any loss, expense or damages that it may suffer, either directly or indirectly, arising from the claims of third parties or its employees, servants or agents.

- 9 Allocation of facilities** Whilst having due regard for the Client's preferences regarding particular facilities, the University reserves the right to vary the allocation of facilities due to unforeseen circumstances such as fire or flood, industrial dispute or due to necessary maintenance work or for any other reason in the interests of efficient management. The Client will be given as much notice as is practicable in the circumstances if changes have to be made and equivalent alternatives will be offered whenever possible.
- 10 Catering** Advice and assistance relating to catering arrangements can be sought from Hospitality Liverpool (Tel No: 0151 794 2328). Clients are not permitted to supply their own food and drink for consumption on University land or premises.
- 11 Food Safety**
- 11.1 Buffet Meals** A 4 hour time period only is allowed for food safety best practice in regard to buffet meals. After 4 hours has elapsed, the University cannot guarantee the safety of food used from the buffet or subsequently taken home. The responsibility and care of any food buffet consumed after 4 hours has elapsed, passes to the client.
- 11.2 Barbecue Food** thorough cooking of foods is extremely important for food safety and for this reason the University insists that food to be served as barbecue food is conventionally part-cooked prior to final cooking on the barbecue.
- 12 Cleaning** The Client and Representative shall ensure that all rooms used during the event are left in a reasonably clean and tidy state when the event has finished. The University reserves the right to make an additional charge to the Client if extra cleaning, over and above the normal provision, is required before the rooms are re-used.

13 Accidents The Representative must report all accidents involving damage to property or injury to persons without delay to the nearest responsible member of University staff.

14 Insurance The Client shall arrange insurance against their obligations under this Booking Agreement, particularly Clauses 3,4,8,9,11,12,13,15,16,17 and 19

The University may insist that such insurance be arranged with an insurer acceptable to the University. The Client shall provide to the University upon request, evidence that such insurance is in force.

15 Copyright, Registered Trade Marks & Other Intellectual Property Rights The Client shall indemnify the University against all costs, damages and expenses, which may arise from any infringement of copyright, registered trade mark or intellectual property rights by any person attending the event, or anything arising from the event

16 Freedom of Speech The University has a legal responsibility to ensure that freedom of speech is upheld on its premises. Accordingly, Clients are required to declare in advance to the University, any meeting with a topic or speaker(s) that may provoke other persons to inhibit freedom of speech by violent or threatening behaviour. The Client is responsible for conducting the event in an orderly manner and in accordance with the principle of freedom of speech within the law. To that end, the Client must take all necessary steps to ensure the safety of any visiting speaker(s) and his or her safe conduct to and from the University's premises. The University reserves the right to prohibit any activity that may, in its view, lead to riot or, in any other way, endanger University staff, students, clients, visitors or property. A copy of the University's Code of Practice on Freedom of Speech is available from the University on request.

17 Fire Precautions The Client and Representative shall ensure that all persons attending the event shall acquaint themselves with any instructions relating to fire alerts and escape routes. In the event of a fire alert, the Representative shall ensure that all persons attending the event obey the fire instructions whether displayed on notices or issued verbally by responsible University staff.

The Client, the Representative and those attending the event shall not interfere with, move or reposition any fire extinguishers within University premises or interfere with fire precautions in any other way.

18 Pets With the exception of a guide dog accompanying a visually-impaired person, pets are not permitted on University premises.

19 Force Majeure If the University is rendered unable, in whole or in part, to carry out its obligations for any reason beyond its reasonable control, then the University will be released from those obligations which can no longer be fulfilled.

20 Law This Agreement shall be interpreted and judged under English Law.

ORBIT/11/14