

Bicton College Terms & Conditions for Events

These Terms & Conditions apply to all Event Agreements (contracts) for the provision of all Event types. These are to be applied to the exclusion of all other terms and conditions to which the Client may purport to apply or which may appear in any promotional literature.

1.0 DEFINITIONS

- 1.1 The 'College' & 'We' means Bicton College, East Budleigh, Budleigh Salterton, Devon, EX9 7BY.
- 1.2 The 'Client' and 'You' mean the organising body/company responsible for commissioning and payment of the Event.
- 1.3 The 'Event Agreement' means the agreement between 'The College' and 'The Client' for a specific booking or a series of bookings (each an 'Event'). These terms & conditions will form part of the 'Event Agreement', together with any other specific terms stated in the Event Booking Form, and any other specific terms agreed in writing between the parties.
- 1.4 An 'Event' means any type of booking that is using any area of the College's event & public space, accommodation and facilities, or any other premises where the Client has contracted to use College staff.
- 1.5 A 'Guest' means a member of the Client group, or member of the public attending the Event at the invitation of the Client.
- 1.6 A 'Minor' means any person aged under the age of 18 as defined in the Children Act 1989.
- 1.7 'Duty of Care' means the responsibility for Minors as defined in the National Care Standards Commission (Inspection of Schools and Colleges) Regulations 2002, the Children Act 1989, and other relevant legislation and directives which come in force from time to time.
- 1.8 'Appropriately Qualified Staff' means staff who are insured and have a recognised qualification in the discipline relating to the subject being supervised, taught or delivered and in the case of Minors that such staff have appropriate clearances from the CRB (Criminal Records Bureau) or any other relevant authority.
- 1.9 'College Property' means the College premises, machinery, livestock, leisure and other facilities and equipment whether owned or leased by the College.
- 1.10 The 'Leisure Facilities' include any facilities detailed in the Event Agreement for use by the Client, which include but are not limited to the swimming pool, climbing areas, lake and sports fields.
- 1.11 The 'Start Date' shall be the Start Date for the Event, as detailed in the Event Booking Form.

2.0 CONFIRMATION BY THE CLIENT

- 2.1 You are requested to review these terms & conditions and the attached Event Agreement, and to sign both and return to The College within 7 days of the Event Agreement Issue Date as defined in the Event Agreement or by the date specified in the Event Agreement if agreed otherwise.
- 2.2 We reserve the right to release these facilities if the confirmation referred to in clause 2.1 is not received by the date stated. No cancellation fee shall apply in these circumstances. If other enquiries are received for the same dates we may contact you earlier for confirmation, at the sole discretion of the College.
- 2.3 Once both You and We sign the Event Agreement, all facilities and services reserved on your behalf will be confirmed and therefore subject to the terms & conditions of the Event Agreement.
- 2.4 The facilities and services contracted in the Event Agreement are for the exclusive use of the Client and its subsidiaries, and resale of the facilities is not permitted without prior written consent from the College.

3.0 GUEST NUMBERS

- 3.1 The Event Agreement shall specify the Anticipated Number of Guests You expect to attend the Event and the Minimum Number of Guests We will accept for the Event.
- 3.2 Except where accommodation is included, the final number of Guests attending 'Final Number' must be notified at least 5 working days prior to the Start Date. Any changes after this time will only be accepted at the sole discretion of the College.
- 3.3 Where accommodation is included, the Final Number of Guests attending must be notified at least 3 working weeks prior to the Start Date. Any changes after this time will only be accepted at the sole discretion of the College.
- 3.4 The chargeable amount will be calculated according to the highest of either the Minimum Number or the Final Number of Guests attending the Event.

4.0 EVENT DETAILS

- 4.1 The College grants a licence to the Client to use the College Property and Leisure Facilities strictly for the purpose of the Event as stated in the Event Agreement.
- 4.2 Except where accommodation is included, any amendments to the arrangements as detailed in the Event Agreement shall be notified to the College at least 5 working days prior to the Start Date. Any changes after this time will only be accepted at the sole discretion of the College.
- 4.3 Where accommodation is included, any amendments to the arrangements as detailed in the Event Agreement shall be notified to the College at least 5 working weeks prior to the Start Date. Any changes after this time will only be accepted at the sole discretion of the College.
- 4.4 The space allocated for an Event is dependent on Guest numbers. If either the Anticipated Number or Final Number drop below the Minimum Number, or exceeds available capacity the College reserves the right, in its sole discretion, to: (i) change the Event space allocated; (ii) relocate the Event to an alternative venue; or (iii) implement additional charges.
- 4.5 The College reserves the right to change the Client's assigned Event space for one of equal suitability if the College has, in its sole discretion, a reasonable operational reason for doing so. We will endeavour to give prior notice of such change.
- 4.6 The Event shall start and finish at the time set out in the Event Agreement, failing which the Client shall be liable for additional charges.
- 4.7 The Client will always comply with the statutory laws concerning licensing and entertainment provisions relevant to the Event.
- 4.8 For 'Wedding Events' the College may apply additional terms & conditions which shall be incorporated within the Event Agreement. These additional clauses shall prevail and supersede any contradictory clauses in these Terms & Conditions.
- 4.9 The College operates in compliance with the Disability Discrimination Act.
- 4.10 The Client acknowledges that the College has a Duty of Care for the students and / or Minors in its care. The Client agrees to comply with any College policies, rules and regulations which are in force from time to time to safeguard the wellbeing of College students and or Minors in its care. These regulations are outlined in the booklets A Guide to Your Stay and A Guide to Your Event.
- 4.11 It is the Client's responsibility to fully brief all College personnel with information on roles, responsibilities, Guest information and Client contact details for residential bookings. This must be in writing and agreed in advance by both parties.
- 4.12 The Client acknowledges that within the College there is a working farm with associated machinery and livestock and that, unless expressly agreed as part of The Event, that such machinery and livestock are excluded from Event facilities and the Client agrees to comply with any College policies or rules and regulations that are in force from time to time. These regulations are outlined in the A Guide to your Stay and A Guide to Your Event.
- 4.13 The Client has a Duty of Care to any Minors that are Guests and will at all times supervise Minors with Appropriately Qualified Staff.
- 4.14 Unless the Client has contracted to use College staff, the Client will, at all times, use Appropriately Qualified Staff to supervise, use or instruct on any agreed College Property or Leisure Facilities.
- 4.15 The Client will provide names and documentary evidence of qualifications and CRB clearances of the Appropriately Qualified Staff it is using at least 3 weeks prior to the Event.
- 4.16 The Client agrees to abide by the College Health and Safety Policy and the A Guide to Your Stay and A Guide to Your Event.

5.0 ACCOMMODATION AND CATERING

- 5.1 Accommodation allocations, room types, rates and release dates (where appropriate) are set out in the Event Agreement.
- 5.2 Rooming lists must be received by the College, in writing, at least 5 days prior to the Start Date, unless specified as otherwise in the Event Agreement.
- 5.3 Any rooms that are booked but not used will be charged 100% of the agreed rate and any subsequent night will be charged in accordance with clause 6.
- 5.4 Where out of hours access or late checkout is required, this is to be agreed in advance and may be subject to an additional charge.
- 5.5 Booklet "A Guide to your Stay" will be given to the Client on arrival. It is the Client's responsibility to ensure that Guests abide by the provisions of this booklet.
- 5.6 Where completion of an inventory is applicable, this will be completed at the commencement and end of the Event for all accommodation and rooms hired, noting room and facility condition.
- 5.7 Where accommodation is provided by floor or by block, it is the responsibility of the Client to ensure that all booked space is utilised. No discount will be given by the College for any rooms not utilised.
- 5.8 It is the responsibility of the Client to ensure that housing of male and female Minors in separate areas (floors or blocks) to meet Minimum Care Standards.
- 5.9 The Client shall ensure that Guests bedrooms and rooms hired are sufficiently tidy to allow access for cleaning.
- 5.10 It is the Client's responsibility to safeguard Guest property and lock rooms and close ground floor windows when rooms hired are not in use during hire times.
- 5.11 Any special dietary requirements should be notified to the College at least 5 working days prior to the Event.
- 5.12 The Client may not bring any food or drink into the College for use during the Event, unless agreed, in writing, in advance with the College. When agreed that such food and drink can be brought into the College, additional disclaimers and charges will apply, at the sole discretion of the College.
- 5.13 The Client shall pay the College for any food, beverages and other services not provided for in the Event Agreement but made available on request of the Client during the Event.
- 5.14 The Client agrees to ensure that Guests are aware of agreed catering times and locations.
- 5.15 To qualify for meals all Guests carry a valid identity card or provide a valid meal voucher.
- 5.16 Where the Guests include Minors, mealtimes are to be supervised by the Appropriately Qualified Staff.

6.0 CANCELLATION BY THE CLIENT

- 6.1 If the Client has to cancel or postpone a confirmed Event, or part of the Event (e.g. a meal, accommodation, duration of the event or hire of Event space) cancellation charges will apply in accordance with this clause 6.
- 6.2 All cancellations must be received in writing from the Client and will take effect from the date of receipt by the College.
- 6.3 All charges will be based on Guest numbers & rates contracted in the Event Agreement:
 - 6.3.1 If no specific rates are stated, the prevailing rates for such facilities, services and/or products available at the College, will be applied.
 - 6.3.2 If no specific Guest numbers are stated the charging will be based on the maximum Guest numbers, theatre style, for the Event space contracted.
- 6.4 All cancellation payments are ex-VAT at the prevailing rate.
- 6.5 Cancellation charges will apply according to the table below:

Cancellation notice period given by Client	With Accommodation	Without Accommodation	Weddings
30 days prior to Start Date	100% of Total Event Cost	100% of Total Event Cost	100% of Total Event Cost
31 - 120 days prior to Start Date	90% of Total Event Cost	75% of Total Event Cost	90% of Total Event Cost
121-274 days prior to Start Date	75% of Total Event Cost	50% of Total Event Cost	75% of Total Event Cost
365-275 days prior to Start Date	50% of Total Event Cost	25% of Total Event Cost	50% of Total Event Cost
366 or more days prior to Start Date	25% of Total Event Cost	10% of Total Event Cost	25% of Total Event Cost

For the purposes of the table above, the Total Event Cost is the sum of the highest Guest numbers for each day of the Event.

By way of an example of the calculation of Total Event Cost, if You book an Event for 100 Guests for the whole day with only 50 Guests for dinner, Total Event Costs shall be calculated by reference to the 100 Guests for whom the Booking was made.

6.6 The College will make every effort to re-let the Event and accommodation space cancelled. The Event or accommodation space cancelled will be classed as last let and therefore the College will confirm definitive cancellation charges after the intended date of the Event. We shall reduce your cancellation charges by the profit of any alternative business We have been able to secure on your behalf.

6.7 In addition to the Event cancellation charges due under this clause, the Client must reimburse the College for any expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the Event.

7.0 CANCELLATION BY THE COLLEGE

7.1 The College may cancel the booking or the Event if:

- The Event may prejudice the reputation of the College;
- The College becomes aware of any deterioration in the Client's financial situation such that the College reasonably considers the Client may not be in a position to fulfil its obligation under the terms of the Event Agreement;
- The Client fails comply with 4.16 or otherwise fails to provide documentary evidence that it has Appropriately Qualified Staff.

7.2 The College may charge the Event cancellation charges detailed in Clause 6.0 in the event of any cancellation under this Clause 7.0.

8.0 DEPOSIT AND PRE-PAYMENT

8.1 Weddings require an initial deposit of £500 which is payable at time of confirmation. A payment of 50% is payable 120 days prior to the Start Date. The balance payment is due 30 days prior to the Start Date.

8.2 Events without accommodation require an initial 10% deposit which is payable 90 days prior or at time of confirmation if the Start Date is within 90 days. A further 40% is payable 30 days prior or at time of confirmation if the Start Date is within 30 days. The balance payment is due on the Start Date.

8.3 If the Event without accommodation is taking place within 30 days, 50% is payable upon confirmation. The balance payment is due on the Start Date.

8.4 Events with accommodation require an initial 10% deposit which is payable 90 days prior or at time of confirmation if the Start Date is within 90 days. A further 40% is payable 60 days prior or at time of confirmation if the Start Date is within 60 days. The balance payment is due 3 weeks prior to the Start Date.

8.5 If the Event with accommodation is taking place within 3 weeks, 100% is payable upon confirmation.

8.6 Should the Client fail to pay any such deposit or pre payment within 7 days from the due date, the College may treat the booking as cancelled by the Client.

8.7 If payment is not received within the specified time, We reserve the right to charge interest at monthly rate of 4% above the Bank of England base rate on the outstanding amount or a rate of interest in line with Late Payment of Commercial Debts (Interest) Act 1998, whichever is higher, until such payments are satisfied in full.

8.8 All prices exclude VAT.

9.0 MARKETING

9.1 The Client will seek permission in writing from the College for the right to use its logo, name or any other brand identification in its promotional material, website or other communications.

9.2 The Client will seek prior permission in writing for any press coverage and advertising of Events. Specifically, the Client agrees not to allow access to the college of any media or other agents to take photographs or film without the express permission of the College.

10.0 GENERAL

10.1 The College shall not be liable for any loss or damage to property of the Client (or any of its attendees or Guests) except as set out in The Hotel Proprietors Act 1956 ("The Act"). Subject to Clause 11.5 in no circumstances shall the College be liable to You in respect of any indirect or consequential losses, including but not limited to loss of profits, loss of business, loss of contracts or anticipated savings howsoever arising.

10.2 Lost Property will be retained by the College for a period of 14 days following departure by the Client.

10.3 Guests shall not enter areas of the College Property which are not specified within the Event Agreement or which are indicated as being closed to the public. The College shall not be responsible for death, personal injury or loss or damage to property suffered by an attendee or Guest in such areas except as set out in Clause 11.5.

10.4 For the avoidance of doubt, any accommodation, classrooms or facilities in use by College students, tenants or other client groups are deemed 'closed to the public'.

10.5 Neither party shall be liable to the other party for (i) any failure or delay in performing any of its obligation under this Agreement; or (ii) in the case of the College, liable to an attendee or Guest for any loss or damage to property, if the failure or delay was due to any cause beyond its reasonable control, including (without limitation) terrorist activity (threatened or actual) or serious potential for terrorist activity (as determined by the College in its sole discretion) whether within the proximity of the College or in the UK or world-wide and directly affecting the UK, misconduct or negligence of an attendee, guest or external third party, war or threat of war, civil or political action or disturbance, riot, natural disaster, fire, epidemic, bad weather, military activity, governmental or regulatory action, industrial dispute, Act of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events outside the unaffected party's control.

10.6 For the avoidance of doubt, the College does not exclude its liability for death or personal injury caused by the College's negligence.

10.7 The College may instruct qualified subcontractors to carry out any work on its behalf and in such circumstances use its reasonable endeavours to procure that such sub-contractor(s) meet applicable statutory legal requirements.

10.8 For the avoidance of doubt all attendees or Guests at the College must comply with the College's standard Terms & Conditions of use whilst on the College's premises. The College reserves the right to refuse (in its absolute discretion) entry to a Client or Guest.

10.9 The Client shall at all times use its best endeavours to ensure that:

- the Guests do not cause any property damage in the relevant Event space any other College Property or property of any other client group or tenant of the College.; and
- the conduct of: (i) it (including its agents and/or sub-contractors); and/or (ii) any entertainers hired by or on behalf of the Client or the Guests; and/or (iii) the Guests, during the period of the Event is appropriate. For the avoidance of doubt, any statement or conduct that (in the College's absolute discretion) is defamatory, racist, offensive, likely to cause or stir any threatening behaviour or may bring the College's name into disrepute shall not be appropriate.

10.10 The Client shall at all times be liable for, indemnify and hold harmless the College (together with its employees, servants and agents) from and against any and all claims, liability, loss, damages, fines, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the College arising out of or in connection with:

- any property damage suffered to the Event space, any other College Property or property of any other client group or tenant of the College.
- the acts or omissions of (i) the Client (including its employees, agents and/or sub-contractors); (ii) any entertainers hired by or on behalf of the Client or the Guests; and/or (iii) the Guests, including without limitation any statement or conduct that (in the College's absolute discretion) is defamatory, racist, offensive, likely to cause or stir any threatening behaviour or may bring the College's name into disrepute.
- the failure, in the opinion of the College, of the Client in fulfilling its Duty of Care to any Guests who are Minors.
- activities of the Client or Guests that endanger or are reasonably likely to endanger the welfare of College students, Minors in its care, its livestock, any other client group or tenant of the College.
- any breach of the College Health and Safety Policy by the Client or Guests
- failure to appoint Appropriately Qualified Staff.

10.11 This Event Agreement 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. The Event Agreement does not affect any rights the Client may have under the Act where that Act applies.