



HOSPITALITY SERVICE

TERMS AND CONDITIONS OF BUSINESS
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1. DEFINITIONS OF THE CONTRACT

The contract to which these Terms and Conditions apply ("the Contract") is between Heriot-Watt University Hospitality Service ("HWU:HS") and the person, firm, company or organisation specified in the Event Schedule overleaf ("the Visitor"), and is a contract for the provision of the conference facilities, accommodation, meals and other facilities and services specified in the Event Schedule ("the Facilities"). These Terms and Conditions of Business, in conjunction with the Event Schedule, will constitute the entire Contract.

2. DEPOSITS & PAYMENT TERMS

A deposit of **X** will be payable by the Visitor on signature of the Contract as confirmation of the reservation. Non-payment will entitle HWU:HS to void the Contract by notice in writing to the Visitor.

3. The Visitor will make the following payments to HWU:HS at the times indicated below

10% of total contracted revenue 12 months prior to start date – Not applicable

30% of total contracted revenue 6 months prior to start date – Not applicable

30% of total contracted revenue 3 months prior to start date – Not applicable

Remaining amount of total contracted revenue 1 month prior to start date - Not applicable

Weddings, private functions and leisure guests must be fully pre-paid in full, at least 7 days prior to date of the event.

Deposits will be an advance payment of the charges for the Facilities. HWU:HS will invoice the Visitor for the deposit, and payment will be due within 30 days of the date of HWU:HS's invoice. If the Visitor fails to make payment by the due date, HWU:HS may cancel the Contract by notice in writing to the Visitor.

4. FINAL INVOICE

Payment of the charges for the Facilities ("the Charges") will be due, in full, within 30 days of the date of HWU:HS's invoice. If the Visitor fails to make payment by the due date, interest will accrue on the overdue amount from the due date until payment (after as well as before any decree or judgment) at a rate of Bank of England base rate plus 8% per month. Where any amount included in the invoice is disputed, the undisputed portion will be paid by the due date, and, after settlement of the dispute, any amount agreed or determined to be due will be paid within 7 days of settlement of the dispute.

5. ROOM ALLOCATION

HWU:HS reserves the right to re-allocate your booking to an alternative room operated by HWU:HS, should numbers fall below / short of the level deemed suitable by HWU:HS, for the room originally booked.

6. FINAL NUMBERS

Menus should be selected at least 4 weeks prior to the event, or as soon as possible after the booking is confirmed if within 4 weeks of the date of the event. **Final numbers must be advised 3 working days prior to the start of the event, these will be the minimum numbers charged. This will not supersede the contractual guaranteed numbers.**



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7. CHARGES

HWU:HS reserves the right to increase the charges specified in the Event Schedule by notice in writing giving not less than 6 months notice prior to the Date of Arrival specified in the Event Schedule. **HWU:HS reserves the right to amend the charges should your delegate numbers decrease such that they fall short of the minimum numbers to quantify for the rate quoted.** HWU:HS also reserves the right to pass on any increase in charges payable to a sub-contractor whose services it makes use of for the performance of the Contract.

8. CANCELLATION

The Visitor will give HWU:HS immediate written notice of any cancellation or postponement of the event to which the Contract relates, and/or any reduction in delegate numbers below the agreed **contractual** numbers. Please note VERBAL INSTRUCTIONS will not be accepted.

In the event of cancellation or postponement, HWU:HS will use reasonable endeavours to re-sell the Facilities on behalf of the Visitor. Where the event is cancelled by the Visitor, or the Contract is cancelled by HWU:HS under paragraph 3 above, paragraph 4 above will not apply, but a cancellation fee will be payable by the Visitor. This fee will be equal to a percentage of the full amount of the Charges for the agreed contractual delegate numbers after adjustment to exclude (1) any payment under paragraph 3 above and (2) **the initial deposit.**

The percentage applicable to the adjusted Charges (the "Cancellation Percentage") will be as per the following table:

length of period between receipt of notice under paragraph 3 or 5 and Date of Arrival specified in Event Schedule	percentage of adjusted Charges
	%
14 days to 0 days	100
90 days to 15 days	60
120 days to 91 days	40
121 days to 365 days	20

If a **Catering Only Booking** is cancelled in part or in whole, a charge may be made equivalent to a percentage of all booked services and facilities as follows:

50% of total charges if cancelled 8-21 days prior

90% of total charges if cancelled 3-7 days prior

100% of total charges if cancelled 72 hours or less prior to the event

The **initial deposit** under paragraph 2 above will not be refunded on cancellation. Any payment made under paragraph 3 above will be refunded if the notice period exceeds 365 days, but will otherwise be non-returnable.



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8. CANCELLATION (CONT)

In the event of a reduction in delegate numbers to a figure which is below the agreed **contractual** numbers (but greater than zero), the Visitor will pay a fee equal to the Cancellation Percentage of the full amount of the Charges for the shortfall in numbers below the agreed **contractual** delegate numbers (excluding any shortfall already charged for under this paragraph), less (1) the portion of the payment made under paragraph 3 above relating to the shortfall (which portion will be refunded if the notice period exceeds 365 days, but not otherwise), and (2) HWU:HS's reasonable estimate of the cost of food for that shortfall. For this purpose, if no written notice of reduction is received by HWU:HS, the Cancellation Percentage will be 100%.

Payment under this paragraph will be due within 30 days after the date of HWU:HS's invoice, with any overdue amount bearing interest from the due date until payment at the rate specified in paragraph 4 above. The Visitor is advised to arrange insurance against cancellation or abandonment of the event.

HWU:HS reserves the right to cancel the Contract (without any liability to compensate the Visitor) if it is prevented from providing the Facilities in accordance with the Contract by reason of circumstances beyond its reasonable control. HWU:HS will, following cancellation, use reasonable endeavours (without being obliged to incur any expenditure or cost) to find alternative facilities for the Visitor. Where HWU:HS cancels the Contract, the initial deposit, further deposits and any other sums paid by the Visitor will be refunded in full.

9. COVID 19

Both parties acknowledge the ongoing Covid-19 pandemic in the UK and accept their obligation to comply with any official guidance from both the UK and Scottish Governments.

The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. You (the visitor) acknowledge that Covid-19 may require HWU: HS to take measures for the safety of our staff, students and the safety of the delegates attending the event to which this booking relates. These include but are not limited to:

- 1) Imposing maximum delegate numbers at the event
- 2) Limiting food and drink availability
- 3) Restricting the number of overnight stays if applicable
- 4) Limiting any planned entertainment for your event
- 5) Designating alternative entrance and exit routes
- 6) The imposition and adherence to any Heriot-Watt University covid-19 related Health & Safety processes and procedures

In some instances, we might consider revising your booking fee.

If we are obliged due to specific Government restrictions, to close our venue, we may offer you an alternate date for your event but if that cannot be agreed the booking will be deemed cancelled and your deposit plus any additional sums already paid will be returned in full with no further payment required,

If you are unable to provide the agreed delegate numbers because of Covid-19 related restrictions, then we will offer you either a proportionate reduced fee for the event or agree to cancel the booking and return your deposit and any other additional sums in line with our standard guidelines.

If delegate numbers decrease below 70% of the contracted number (notified by the organiser in writing a minimum of 15 working days prior to the event), we reserve the right to cancel the event.



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10. FORCE MAJEURE

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 (including failures by contractors or subcontractors due to such circumstances as are referred to in this clause)

For the purpose of this clause the following shall be regarded as such circumstances:

- 1) acts of God, explosions, flood, lightning, tempest, fire or accident;
- 2) War hostilities (whether war declared or not), invasion, act of foreign enemies;
- 3) Rebellion, revolution, insurrection, military or usurped power or civil war;
- 4) Riot, civil commotion or disorder;
- 5) Acts, restrictions, regulations, bylaws, refusals to grant any licences or permissions, prohibitions or measures of any kind on the part of any governmental authority;
- 6) Strikes, lockouts or other industrial actions or trade disputes of whatever nature.
- 7) Cancellation due to the government of the country of origin of the visiting group issuing a formal warning advising against travel to the United Kingdom: for example due to acts of terrorism or pandemia.

11. PUBLIC ORDER, HEALTH AND SAFETY

The Visitor and HWU:HS both acknowledge their respective responsibilities under Health and Safety at Work Act 1974 and in Particular:

- 1) The Visitor shall be responsible for the preservation of public order during the event.
- 2) The Visitor must be present and available throughout the event to ensure a smooth operation
- 3) The Visitor shall observe HWU:HS's Health and Safety Rules in accordance to the above act
- 4) The Visitor shall ensure that satisfactory risk assessments and method statements are provided by their contractors before a permit to work is issued by HWU:HS
- 5) The Visitor shall observe and comply with any additional regulations as HWU:HS may stipulate in relation to the Facilities

The Visitor shall at all times comply with the Health and safety policy of the Conference Centre and Heriot Watt University, said policy having precedence.



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12. INSURANCE

The visitor shall indemnify HWU:HS against all public liability in connection with the Visitor's use of the Facilities. The Visitor shall further indemnify HWU:HS against all loss, expenses or damage to third party property and in respect of death or injury to any person in conjunction with the Visitor's or it's contractor's use of the Facilities. The Visitor shall indemnify HWU:HS against all claims which may be made against HWU:HS in respect of such matter except injury, loss or damage resulting from the negligence of HWU:HS.

The Visitor is required as a term of this contract to affect and maintain the appropriate level of insurance in respect of the event specified in the Event Schedule. The Visitor shall effect to maintain public liability insurance in respect of the matters so indemnified to a minimum cover of £5,000,000

The Visitor must not do or allow to be done anything which may render payable an increased premium under policies of insurance affected by HWU:HS in respect of the Facilities or which may render void any such policies.

HWU:HS will maintain Public Liability Insurance in an amount not less that £2,000,000 in respect of any one occurrence, against any legal liability of HWU:HS to pay damages, costs or expenses in respect of (i) personal injury to, or death of, any person; or (ii) loss of, or damage to, property, arising out of or in connection with the said event, but only to the extent not covered by other insurance. HWU:HS's liability for death, personal injury or damage to property (other than liability for death or personal injury caused by its own breach of duty) as defined in the Unfair Contract Terms Act 1977, will not exceed the monies received by it under its insurance policy in respect of such death, injury or damage.

13. FOOD AND BEVERAGES

Except in exceptional circumstances, and only with prior written approval of the General Manager of Edinburgh Conference Centre, visitors and delegates are not permitted to consume food, alcoholic and non alcoholic beverages on the Conference Centre premises that have not been supplied by the Conference Centre.

14. SCOTTISH LAW

This contract is made under Scottish law and the location for resolution of any disputes relating to this contract will be - Scotland

15. ACCEPTANCE

For the avoidance of doubt, the visitors standard terms and conditions (if any) attached to, enclose with, or referred to within the booking shall not govern the Contract and these Conditions shall prevail over any other conditions previously published by HWU:HS in respect of the Booking and these Conditions apply to the Contract to the exclusion of any other terms that the Visitor seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

No variation or alteration of any of the Terms & Conditions shall be effective unless they are in writing and signed by or on behalf of each party.

The booking contract will **ONLY** come into force when the signed Booking Contract and deposit payment (if applicable) have been received. Receipt of the signed Booking Contract deems that it and the terms and conditions above have been agreed and accepted by the Visitor. Until the booking has been confirmed by HWU:HS and acceptance received by the Visitor, HWU:HS reserves the right to release the space held for the Visitor and/or refuse to supply service, facilities or accommodation