



Full Terms and Conditions

1. Definitions

- 1.1 **'Sidney Sussex College', 'the College', 'we', 'us' and 'our'** means Sidney Sussex College, Sidney Street, Cambridge CB2 3HU.
- 1.2 **'The Client'** and **'you'** means the organiser responsible for the Conference or Event.
- 1.3 **'The Contract'** means the agreement between the College and the Client for a specific booking. These Terms and Conditions form part of this Contract, together with any terms stated in the Contract.

2. Objectives

- 2.1 The College believes that it is important to set out clearly where responsibilities lie.
- 2.2 This Contract is between the Client and the College. You accept responsibility for third parties for whom you book rooms, meals or facilities and will pay all related charges.

3. Booking

- 3.1 Provisional bookings may be made without commitment.
- 3.2 All bookings must be confirmed with planned numbers within fourteen days of the provisional booking. To confirm a booking the Client must return the Conference Booking Form together with the necessary fees. Any deposits will be credited to the final account for the conference.

4. Cancellation by the Client

- 4.1 In the unfortunate circumstance that you have to cancel or postpone your confirmed booking prior to the event, the following policy will apply:
- 4.1.1 Complete cancellation of the event over 180 days prior to the event: College retains the deposit
- 4.1.2 Complete cancellation 90-180 days prior to the event: College retains 25% of the projected event cost
- 4.1.3 Complete cancellation 28-90 days prior to the event: College retains 50% of the projected event cost
- 4.1.4 Complete cancellation 14-28 days prior to the event: College retains 75% of the projected event cost
- 4.1.5 Complete cancellation within 14 days of the event: College retains 100% of the projected event cost

5. Deposits

- 5.1 Any deposits paid will be retained by the College and deducted from any cancellation charge levied.

6. Reductions and other Amendments by the Client

- 6.1 Amendments must be confirmed to us in writing or by speaking directly to the Conference Manager.
- 6.2 Reductions of more than 20% of confirmed delegates will be subject to the above cancellation fees.
- 6.3 Final numbers must be confirmed to us at least 48 hours prior to the event.

- 6.4 Any reduction in numbers notified later than 48 hours prior to the event will still be charged in full.
- 6.5 Significant amendments to the agreed event programme may result in changes to rates and/or facilities offered by us.

7. Cancellation by the College

- 7.1 We reserve the right to offer alternative facilities should we, due to circumstances beyond our control, need to amend your booking. In this case we will not be liable for loss suffered by you or a third party.
- 7.2 Any such cancellation shall be without prejudice to any other rights of the College.
- 7.3 We may cancel or amend the booking if:
- 7.3.1 The Client becomes bankrupt, insolvent, or enters into liquidation or receivership;
- 7.3.2 The conference might, in the College's reasonable opinion, prejudice the reputation of the College;
- 7.3.3 If the behaviour of any delegate(s) is deemed by the College to be unacceptable; or
- 7.3.4 If the Client materially breaches any term of the Contract, including the payment terms.

8. Liability of the Client

- 8.1 The Client will be responsible for any damage caused to College property or the College staff or visitors or any other third party caused by the Client's or their guest's actions, omissions, negligence or breach of contract.

9. Liability of the College

- 9.1 The College will not be in breach of the Contract or otherwise liable to the Client in any manner whatsoever (including in Negligence) for any failure or delay in performing its obligation under the Contract due to any event, act or omission beyond the College's reasonable control.
- 9.2 Subject to the initial clause of this section, the College shall not be liable in Contract or in Tort for any indirect, consequential or pure economic loss, or loss of profits however arising.
- 9.3 Our liability for damages however arising will not exceed the total amount paid by the Client for the event.
- 9.4 Under the provisions of the Unfair Contract Terms Act 1977, the College does not exclude or restrict its liability in respect of death or personal injury resulting from its Negligence or breach of contract, including the Negligence or breach of its employees arising during the course of their duties.
- 9.5 The College does not accept any liability for theft or loss of property by the Client and its guests during their stay.

10. Force Majeure

- 10.1 The College shall not be liable for any breach of the Terms and Conditions as a result of causes beyond its reasonable control including, but not limited to, fire, floods, strikes, delay in transportation, failure of services or inability to obtain necessary information or consent from any authority.

11. Charges and Payment

- 11.1 Payment must be made by the Client and received by the College within 30 days following the date of the invoice.
- 11.2 Value Added Tax is additionally chargeable on all relevant items at the current rate, unless the Client provides proof of tax exemption to the College.

12. Administration

- 12.1 The College reserves the right without prior notice to change the Client's assigned function room(s) for one(s) of equal suitability if the College has reasonable commercial or operational reasons for so doing (including, but not limited to, the carrying out of works on the relevant room or such room being otherwise unavailable).
- 12.2 No wines, spirits, food or beverage may be brought into the College or grounds by or on behalf of the Client or any guests for consumption on the College premises unless the prior consent of the College has been obtained, and for which a charge will be made.
- 12.3 The College does not accept responsibility for the property (including but not limited to equipment) of the Client or its guests. Where cloakroom facilities are provided for the convenience of the Clients and guests such items shall be left at the owner's risk and without liability on the part of the College.
- 12.4 Damages and breakages will be charged for at replacement cost.
- 12.5 Surcharges of £5.00 per person (to cover extra staff costs) are applied to lunches starting at 13:30 or later and dinners starting later than 20:00.
- 12.6 Persons under 16 years of age are not permitted to stay in College overnight unless prior arrangement has been made and they are accompanied by an adult.
- 12.7 Rooms must be vacated by 10:00 on the day of departure and keys handed in to the Porters' Lodge. A charge of £25 will apply for keys not returned.
- 12.8 No luggage may be left in bedrooms after 10:00 on the day of departure. If the Client needs to store luggage temporarily please contact the Conference Office. This facility may be charged.

13. Etiquette

- 13.1 The College reserves the right:
 - 13.1.1 To exclude or reject any person from the Event or the College if it reasonably considers such person's behaviour to be objectionable; and
 - 13.1.2 To terminate the Contract and stop the Event without liability to any refund or compensation, if necessary to prevent or terminate unacceptable noise or behaviour.
- 13.2 The College does not accept any liability for loss or damage to any item of equipment, furniture or stock left in storage.
- 13.3 We must comply with certain licensing and statutory regulations and require you to fulfil your obligations in this respect. This includes performance and liquor licensing, and we may charge you for any costs incurred in the obtaining or extending of such licences.
- 13.4 We reserve the right to approve any externally arranged entertainment, services or activities that you have planned.
- 13.5 College prohibits smoking in any College buildings (including bedrooms) or within 2 metres of a door, window or enclosed area such as cloisters, archways or covered walkways.
- 13.6 Misuse of fire alarms or fire extinguishers is a serious offence and fines may be levied for any such misuse.
- 13.7 In the event of an emergency the Porters' Lodge should be contacted in the first instance.

14. Publicity

- 14.1 The Client may not use the College's name, logo or photographs of the College without the College's prior written permission.
- 14.2 No publicity material may be affixed to any College building without the prior consent of the College.

- 14.3 The Client undertakes with the College not to carry on any activity in any manner which would be contrary to, or compete with, the mission or activities of the University or its Colleges or which might bring the University or its Colleges into disrepute
- 14.4 The Client undertakes with the College not to hold itself out as part of or an emanation of, or as an agent or representative of, the University or any of its Colleges, or to make any representations expressly or implicitly to the effect that it or any of its services are endorsed or accredited by the University or any of its Colleges, or will lead to any advantage in relation to them; and
- 14.5 The Client undertakes with the College to procure that all electronic and eye-readable materials connected with or referring to Summer School (including material on the web) carry the following legend, in a suitably prominent position and with the same typeface as the bulk of the surrounding material:

'The Client is a Summer School which contracts Cambridge Colleges for the use of facilities, but which otherwise has no connection or association with the University of Cambridge or its Colleges.'

The parties to this Agreement intend that the University will be able to enforce this clause as if the University were a party to it, pursuant to the Contracts (Rights of Third Parties) Act 1999. This clause may not be amended without the prior written consent of the University

- 14.6 No statement will be published concerning the College without its consent by the Client or by any person acting for or with the authority of the Client.
- 14.7 No publicity material may be affixed to any College building without the prior consent of the College.
15. **Access to College**
- 15.1 Any entry to College premises, other than during the period of the letting for the proposed activity and in accordance with the letting terms, by the Client or by any person acting for or with the authority of the Client, will be made with the consent of the College after reasonable notice;