

TERMS & CONDITIONS FOR MEETING AND EVENTS BOOKINGS

The terms and conditions detailed below apply to all Meeting and Events bookings made with the University of Stirling trading as University of Stirling Venues ("Stirling Venues") for the Stirling Court Hotel and University of Stirling Properties.

Stirling Venues reserve the right to amend these terms and conditions at any time and you should therefore check them each time you make a booking. The terms and conditions will be those in place on the date that you make your booking.

THE CLIENT

The Client shall not be entitled to assign the Agreement to any third party nor utilise the accommodation for any group other than stated in the Agreement without Stirling Venues prior written consent. The Agreement is between Stirling Venues and the Client, and the Client undertakes that is not entering into the agreement on behalf of any third party.

Where the Client requests the Client to arrange for the provision by third parties of goods and services on the Client's behalf, Stirling Venues shall do so as the Client's agent and the Client shall be liable for all charges and liabilities in respect thereof and fully indemnify Stirling Venues of the same.

No variation to the agreement shall be effective unless in writing and signed on behalf of both Stirling Venues and the Client. These conditions shall prevail over any standard conditions, which might otherwise apply.

Any waiver, breach, declaration of invalidity of any of these terms and conditions does not constitute waiver, breach or invalidity of any of the other term, which shall continue in full force and affect.

Your signature overleaf constitutes acceptance of these terms and conditions and this agreement supersedes the terms of any previous agreement made between us relating to the same subject matter.

MEETINGS & EVENTS – GENERAL

If the Client fails to return the signed contract within five working days, Stirling Venues reserves the right to release any rooms booked by the Client without notice.

Final numbers will be required no less than 10 days before the time of the function. If fewer than the guaranteed number of persons attending the function, the Client will be charged for the guaranteed number. If more than the guaranteed minimum number attends the function, the Client will be charged according to the total number attending. Stirling Venues cannot be responsible for service to a number in excess of 10% above the guaranteed minimum number. Stirling Venues shall in no event be obliged or responsible for providing facilities, catering or accommodation for persons attending the function in excess of twenty persons above that number notified to Stirling Venues.

If any dispute arises as to the number of those who attend the function, Stirling Venues shall determine the number and such determination shall be binding and final to parties.

The Client agrees that Stirling Venues may accept verbal amendments to the arrangements given during the course of the function or its preparation by the Client or by anyone acting or purporting to act on the Client's behalf and the Client agrees to pay for any additional services so provided.

The Client undertakes to begin the function at the agreed time and to ensure that its guests, invitees and other persons vacate the premises at the closing hour indicated.

The Client undertakes not to bring beverages or food of any kind to Stirling Venues properties and not to cause or permit its guests or invitees to do so unless previously agreed with Stirling Venues.

The Client assumes responsibility for any damage caused by him or any of his guests, invitee or other persons attending the function, whether in rooms reserved or in any other part of Stirling Venues and undertakes to make good or pay full restitution for the making good of any material damage to furniture, fixtures and equipment howsoever caused by persons working on their behalf during set-up or dismantling of equipment used by them.

Nothing shall be affixed to the floors, walls, ceilings or columns of the allocated rooms by nails, screws, drawing pins, tape or any other means or be suspended from the room or ceiling of the room.

No advertisement, notice, sign, decoration, flag, emblem or device referring to the function may be attached to or displayed in or about the interior of Stirling Venues properties without prior approval of Stirling Venues. The same conditions apply to outside advertisements.

The Client undertakes to conduct the function in an orderly manner in full compliance with rules of Stirling Venues management and with all applicable legislation.

The Client is responsible for ensuring that all Delegates and guests conduct themselves in an orderly manner and comply with any written notices or rules and regulations displayed within the Stirling Venues premises or property and with all reasonable instructions issued by Stirling Venues or any of its employees. In particular the Client shall ensure that:

- a) The attention of all persons resident in, or using Stirling Venues accommodation is drawn to the Fire and Safety Regulations. Please read the regulations and make sure that you understand them.
- b) As a fire precaution the maximum number to be accommodated in each room is specified by Stirling Venues and must not be exceeded.
- c) In compliance with the Smoking, Health and Social care (Scotland) Act 2005, Stirling Venues operates a strict No Smoking Policy. Smoking is therefore prohibited throughout all Stirling Venues properties, including accommodation.

Should any of your delegates or guests be unable to correct any aspect of poor behaviour or activities unacceptable to Stirling Venues, Stirling Venues reserves the right to terminate their stay. Should this occur, no monies will be refunded. In the case of a residential booking, the responsible person(s) must be a residential attendee(s). The Client shall ensure that the responsible person(s) brings these Conditions to the notice of all Attendees.

Stirling Venues reserves the right to charge the Client in full in the final account for the cost of repairing any damage caused to the property, contents or grounds and for any unusual cleaning bills caused by or resulting from the activities of your Delegates or guests. Stirling Venues also reserve the right to charge the Client the amount of any charges which Stirling Venues, in its absolute discretion, decides to refund another Client or Clients by reason of the disorderly conduct of any one or more of the Attendees. The welfare of child/ren present within the boundaries of Stirling Venues is the sole responsibility of the parent/guardian of the child/ren.

The Client is responsible for ensuring any band or musician employed by them complies with statutory requirements and the requirement of the Management.

Stirling Venues must comply with certain licensing (including network use) and statutory requirements and requires the Client to fulfil their obligations in this respect.

With regard to health and safety, prior written approval is required if you wish to fix items to the walls, floor and ceilings.

All public areas within Stirling Venues are **non-smoking**. Any guests wishing to smoke may do so in the designated outdoor area.

If for any reason beyond its control, Stirling Venues fails to make available the rooms reserved for the Client or to provide any of the agreed goods or services, it shall not be liable for any resulting loss or damage suffered by the Client; and, without prejudice to the generality of the foregoing, Stirling Venues shall in no event be liable to loss or damage caused by labour disputes, power failure, government regulations or act of God.

Stirling Venues reserves the right at all times to alter or change the rooms or accommodation to be provided to the Client for the purpose of the function, provided that such alterations or change does not materially and adversely affect the function.

At no time any pyrotechnics may be used in and outside Stirling Venues.

Arrival/Departure

The bedroom accommodation is available from 2pm on the day of arrival in the case of the Stirling Court Stirling Venues and 3pm for all other accommodations. Rooms must be vacated by 10am on the day of departure, unless specific alternative arrangements have been agreed.

The meeting/conference rooms are available for the period shown on your Contract. Any extension may incur additional charges.

Car Parking

Car Parking is available at all locations.

CHARGES & PAYMENT – MEETINGS & EVENTS / ACCOMMODATION

If the basic Function cost is in excess of £5000.00, a 10% deposit upon signature on the contract will be required. In the event of cancellation, administration charges of GBP 100.00 will be non-refundable.

40% of the total value of the booking is due 90 days prior to date of reservation.

Final 50% due and payable 28 days prior to the date of reservation. In the event of the booking confirmation 28 days or less before the date of arrival, 100% of the basic function cost will be requested for the event. If the above payment terms are not met, Stirling Venues reserves the right to cancel the reservation and re-let the function room and bedroom accommodation.

If credit facilities with Stirling Venues are requested, a credit application form must be completed and returned to the University of Stirling Accounts Department, attention Credit Manager 10 working days before the event. Bill back facilities will only be available for events over £1000.00.

Where credit has been established, payment is due 14 days after the invoice date. If payment is effected after the due date, an interest rate of 2% per month will be charged on the outstanding balance.

CANCELLATIONS - ACCOMMODATION

90 days prior to arrival, group reservations can be reduced by 25% of rooms contracted without charge.

28 days to 7 days before arrival, groups can be reduced by up to 10% of rooms contracted without charge.

Presentation of list of guests must be received 14 days prior to arrival. Any unnamed rooms will automatically be released 7 days prior to arrival.

Upon presentation of list of guests, any rooms cancelled thereafter will be charged.

All notices of cancellation must be in writing to Stirling Venues.

CANCELLATIONS – MEETINGS & EVENTS

The Client may cancel the reservation by written notice to Stirling Venues without incurring any charges other than the administration charge of GBP £100.00 at any time up to 180 days prior to the date of the Function.

If the Client cancels the reservation within 180 days of the date of the Function, Stirling Venues shall be entitled to make the following charges:

Cancellation effected:-

Between 180 days and 91 days – 25% of the Basic Function Cost

Between 90 days and 28 days – 50% of the Basic Function Cost

27 days of the date of the function – 100% of the Basic Function Cost

The Basic Function Cost shall be calculated upon the basis of the Guaranteed Minimum Numbers due to attend the Function and on the basis of the catering, beverage, room hire and other requirements reserved for the Function.

CANCELLATION BY STIRLING VENUES

If it might be prejudice the reputation of Stirling Venues, and in such event Stirling Venues will refund all advance payments made but will have no further liability to the Client.

If the Client's more than 14 days in arrears with any payment to Stirling Venues: or if the Client becomes insolvent or enters into liquidation or receivership.

AGENT COMMISSIONS

Agent commission is payable after the event and is applicable to all pre-booked items, with the exception of car parking and third party services (this includes all equipment hire). Commission payment is paid on Net Rates and is processed via WPS. Please log onto www.WPSnetwork.com for further details. Commission deducted from payment is not acceptable.

BRAND PROTECTION

Use of the University of Stirling, University of Stirling Venues and the Stirling Court Hotel Brands and Marks is prohibited without prior written approval from Stirling Venues for use in printed media only. Upon approval all printed material will be subject to approval of artwork and application of logos by University of Stirling Venues Marketing Manager.

Use of the Brand is strictly prohibited in connection with any radio, television or internet marketing or advertising including the use of the Brand in conjunction with paid listings in search engines, meta tags, keywords, links and any other means intended to influence search engine results for internet searches invoking the Brand. Stirling Venues reserves the right to terminate this agreement on ten (10) days' notice on any breach of this clause.

CONTACT STIRLING VENUES

If you have any questions or complaints in relation to your Booking or these Terms and Conditions please go to our website and click on the 'contact us' link and we will respond to you as quickly as possible, normally within 5 working days, email stirlingvenues@stir.ac.uk or telephone 01786 466000.