



Queen Margaret University EDINBURGH

Queen Margaret University, Musselburgh, Edinburgh, EH21 6UU

APPENDIX A: CONFERENCE & EVENTS GENERAL TERMS & CONDITIONS

THIS IS APPENDIX A REFERRED TO IN THE FOREGOING BOOKING BETWEEN QUEEN MARGARET UNIVERSITY AND _____ DATED: _____.

1. Definitions

1.1 Definitions

The following words and expressions shall bear the following meanings:

“Agreement” means the terms of agreement between the Parties in respect of the Booking, constituted by the Booking Form and these General Terms and any other written agreement between the Parties in respect of the Booking;

“Booking” means a booking by the Client of the Facilities;

“Booking Form” means the Queen Margaret University Hire of Facilities for Events & Conferences Booking Form;

“Campus” means the property, buildings, land and campus belonging to, leased by or licensed to Queen Margaret University, Edinburgh;

“Client” means the individual or organisation which is making, or has made, a Booking in respect of the Facilities;

“Conference” means any conference to be staged, hosted or facilitated by the Client within the Facilities, and in respect of which the Booking has been made;

“Contractor” means any contractor, service provider, entertainment provider or third party, employed by the Client, in relation to an Event or Conference in respect of which the Booking is made;

“Event” means any event to be staged, hosted or facilitated by the Client within the Facilities, and in respect of which the Booking has been made;

“Facilities” means the rooms, halls, lecture theatres, bedrooms, presentation equipment, catering and all other bookable facilities, booked by the Client, and provided by Queen Margaret University to the Client under the Booking;

“Force Majeure Event” means an event or circumstance beyond the control of Queen Margaret University or the Client, affecting the Parties directly, or affecting directly a material number of Guests and beyond the control of such Guests, including, but not limited to, acts of God, volcano eruption, fire, explosion, adverse weather conditions (including lightning, storm or flood), earthquake, terrorism, civil commotion, civil disturbances, riots, war, hostilities, invasion, strikes, work stoppages, industrial disputes, catastrophic accidents, acts of government (including obligatory compliance with any government order, rule, direction or regulation), widespread disease or infection, epidemic or pandemic, lack of energy supply, significant delays by suppliers and significant materials shortages;

“General Terms” means the Queen Margaret University Conferencing & Events General Terms & Conditions;

“Guest” means any guest, delegate, student, or employee of the Client, in relation to the Booking;

“Queen Margaret University” means Queen Margaret University, Edinburgh, a company incorporated in Scotland under the Companies Acts (registered number SC007335)(registered charity number SC002750) and having its registered office at Queen Margaret University Drive, Musselburgh, East Lothian, EH21 6UU; and

“Parties” means Queen Margaret University and the Client.

“Provisional Booking” means a Booking by the Client of the Facilities, which has not in all respects been confirmed by both the Client and Queen Margaret University in accordance with the Agreement; and

“Total Fee” means the total fee payable by the Client to Queen Margaret University in consideration of the Booking.

2. Provisional Booking

- 2.1 Queen Margaret University will hold a Provisional Booking made by a Client for 4 weeks or until such time as the Client either releases the date or confirms the Booking. The 4 week time period shall run from the date of the invoice for the non-refundable deposit of the Total Fee. This 4 week period shall run regardless of any public or other holidays therein. In the event that another Client wishes to make a confirmed Booking for a provisionally booked date, or upon request from Queen Margaret University at any other time, the Client with the Provisional Booking will be asked to either intimate release of the date or confirm the Booking in writing within 48 hours, and pay the relevant deposit in accordance with these General Terms, failing which the provisionally booked date will be deemed to have been released.

3. Booking Confirmation and Deposits

- 3.1 In order to confirm a Booking the Client must within 4 weeks of the Provisional Booking:

- 3.1.1 provide written confirmation of the Booking to Queen Margaret University by letter, fax or email and
 - 3.2.2. sign the Booking Form which indicates acceptance of these General Terms and
 - 3.3.3 pay a 25% non-refundable deposit of the Total Fee.
- 3.2 No Booking will be considered to be confirmed until the relevant deposit has been received by Queen Margaret University. Should the items listed at 3.1 above not be received within the said 4 week period, QMU will cancel the Provisional Booking forthwith.
- 3.3 The remaining balance of the Total Fee will generally be invoiced directly after the Conference or Event has taken place.

4. Cancellation by the Client

- 4.1 Cancellation by the Client of the Booking may be notified by telephone in the first instance but must be confirmed in writing by letter, fax or email. Queen Margaret University will confirm receipt of the Client's written cancellation notice, in writing. The Client shall not treat the Booking as cancelled until such written acknowledgement has been received from Queen Margaret University.
- 4.2 In the event of cancellation by a Client after written confirmation of the Booking has been received by Queen Margaret University, the client shall be liable to pay Queen Margaret University a cancellation fee as follows, (the deposit paid by the Client shall be applied by Queen Margaret University and set off against the relevant cancellation fee):
- 4.2.1 In respect of cancellation more than 30 days in advance of the Conference or Event, 25% of the Total Fee for the Booking;
 - 4.2.2 In respect of cancellation 15 to 29 days in advance of the Conference or Event, 50% of the Total Fee for the Booking; or
 - 4.2.3 In respect of cancellation 14 days or less in advance of the Conference or Event, 100% of the Total Fee for the Booking.
- 4.3 Where the Client has requested Queen Margaret University to procure on its behalf, from a third party provider, entertainment, audio visual equipment, furniture or any other facility or service, all relevant charges including cancellation charges shall be met by the Client.
- 4.4 Where the Client wishes an alteration or extension to the Facilities booked, this must be agreed in writing by Queen Margaret University, and any such extension or alteration may incur additional charges.

5. Cancellation by Queen Margaret University

- 5.1 Queen Margaret University reserves the right to cancel the Booking with immediate effect and without liability, if the Event or Conference is materially different from that advised to Queen Margaret University and is likely to have an adverse effect on Queen Margaret University or its

reputation, or where the Event or Conference may be illegal or is likely to promote illegal acts. In the event of cancellation under these circumstances:

5.1.1 any deposit paid by the Client shall be retained by Queen Margaret University and, for the avoidance of doubt; Queen Margaret University may apply the relevant cancellation fees in accordance with paragraphs 4.2.1 to 4.2.3 of these General Terms.

5.2 Queen Margaret University has the right to terminate the Booking, or any part thereof, at any time, in any of the following circumstances:

5.2.1 The Client, Guests or Contractors behave unacceptably;

and in such circumstances:

5.2.1.1 Queen Margaret University has the right to ensure the removal from the Facilities of the individuals behaving unacceptably; and

5.2.1.2 may retain the proportion of monies paid in respect of the Booking relative to those individuals;

5.2.2 The Client, Guests or Contractors materially or repeatedly breach the terms of the Agreement;

and in such circumstances:

5.2.2.1 Queen Margaret University may retain such proportion of monies relative to the Facilities already provided to the Client, Guests and Contractors, plus such proportion of monies as is required to rectify any such breaches of the Agreement;

5.2.3 The Client becomes insolvent, or Queen Margaret University has reasonable grounds for believing that the Client is likely to become insolvent;

5.2.4 A severe weather warning is issued that will affect Queen Margaret University's ability to open and public transport being stopped;

5.2.5 The Facilities are closed or damaged for reasons beyond the control of Queen Margaret University, to the extent that such closure or damage prevents Queen Margaret University from fulfilling its obligations in respect of the Booking; or

5.2.6 Queen Margaret University is directed to cancel the Booking, Conference or Event, by any government, local authority, Police or Fire Brigade.

6. Final Numbers of Guests

6.1 Final numbers of Guests to be catered for and any dietary requirements must be provided to Queen Margaret University at least five (5) working days in advance of the Conference or Event.

6.2 Final numbers of Guests staying in overnight accommodation must be provided to Queen Margaret University at least 10 working days in advance of the Conference or Event.

6.3 The Client shall pay for catering in respect of the greater of:

6.3.1 the notified number of Guests to be catered for, as most recently intimated within the timescale permitted by paragraph 6.1 of these General Terms, and;

6.3.2 the number of Guests actually catered for.

7. Third Parties and Conference & Event Rules

7.1 *Events and Third Parties*

7.1.1 The Client shall not bring, nor shall permit Guests or Contractors to bring, external food or beverage into academic buildings, without the prior written consent of Queen Margaret University.

7.1.2 The Client shall not sell, nor shall permit the sale by Guests or Contractors of, goods or services within the Campus, without the prior written consent of Queen Margaret University and any relevant authorities.

7.1.3 Subject to paragraph 5.2 of these General Terms and to provision by the Client of sufficient notice of the exact requirements and the client paying in advance the costs of application, Queen Margaret University will apply for any additional consents, permits and the like required for staging an Event or Conference.

7.1.4 The Client shall comply with, and shall procure that all Guests and Contractors also comply with, all licences, consents and the like in respect of Events and Conferences, in addition to the terms of the Agreement.

7.1.5 The Client shall provide a list of all Contractors to Queen Margaret University, on request.

7.1.6 Contractors, and visitors to the Client or to Guests, who are not themselves subject to the Booking, shall not be permitted to enter the Campus without the prior consent of Queen Margaret University, and Queen Margaret University reserves the right to refuse entry to any such Contractor or visitor.

7.1.7 The Client shall not use, nor shall permit Guests or Contractors to use, fireworks, pyrotechnics, smoke machines, lasers, dry ice, Chinese lanterns or the like, without the prior written consent of Queen Margaret University.

7.1.8 The Client shall not affix, nor shall permit Guests or Contractors to affix, items to walls, ceilings, floors or furniture, without the prior written consent of Queen Margaret University.

7.1.9 Any use by the Client, or any third party employed by or hired by the Client in respect of the Booking, of technical equipment, electrical installations and staging, not belonging to Queen Margaret University, is subject to both prior approval by Queen Margaret University and an appropriate risk assessment for such use being undertaken by or procured by the Client.

7.1.10 The Client shall be responsible for any Guests and/or Contractors on the Campus who the Client has appointed in respect of the Event. The Client shall ensure that any Contractors are employed on substantially similar terms as to the terms of this Agreement and shall maintain insurance cover to the same levels as the Client. The Client hereby acknowledges that, should the Contractor cause damage whatsoever to the Campus, Queen Margaret University shall be entitled to recover for such damage and any costs related thereto (including incidental costs) directly from

the Client. Further Queen Margaret University shall bear no liability in respect of any damage, theft, loss of reputation, or for any losses, claims, demands, actions, proceedings, costs or expenses or other liability incurred by the Contractor.

7.1.11 A full copy of the QM University's Regulations, Policies and Procedures are available on the website.

8. Additional Charges

- 8.1 The use by the Client, Guests and Contractors of the Campus' telephone, photocopying, fax and other services, shall incur additional charges (details of which may be obtained from Queen Margaret University on request) and will be invoiced to the Client at the end of the Conference or Event.
- 8.2 In respect of any property, buildings, equipment, fixtures or fittings, forming part of the Campus, the Client is liable for the cost of all breakages and any loss or damage arising from the Conference or Event, excepting that which is caused by Queen Margaret University or its employees, students or contractors.
- 8.3 Smoking is not allowed in any of the Queen Margaret University buildings. Guests must only smoke in the designated smoking areas, outwith the buildings.

9. Menus

- 9.1 Queen Margaret University will use reasonable endeavours to provide the menu of the Client's choice pursuant to the agreed catering arrangements. If for any reason, such as seasonal change, unavailability of produce, or otherwise, this proves to be impractical, Queen Margaret University will contact the Client as soon as is practicable to discuss a substitute menu. Providing that the substitute menu is reasonable in the circumstances, the Client shall not be entitled by that reason alone to cancel the Booking or any part thereof or withhold any monies due in respect of the Booking.

10. Bedroom Availability

- 10.1 Bedroom accommodation is available from 2pm on the day of arrival and must be vacated by 10am on the day of departure. A late check-out will result in a charge of £25.00 per room / £50.00 per flat (depending on type of Booking), unless arranged with Queen Margaret University prior to the day of departure.

11. Intellectual Property

- 11.1 The Client shall not, and shall ensure that it's Guests and Contractors do not, use the name, logo or details of Queen Margaret University for any promotional purpose, including for marketing or the

production of promotional materials, without the prior written consent of Queen Margaret University.

12. Force Majeure

- 12.1 If Queen Margaret University is prevented or materially hindered from fulfilling its obligations under the Agreement by virtue of a Force Majeure Event, it may in its sole discretion (acting in good faith) either: i) provide alternative Facilities to the Client; or ii) agree alternative arrangements with the Client; or iii) terminate the Agreement by providing notice to the Client.
- 12.2 Notwithstanding the generality of clause 12.1 above, if either Party is prevented or materially hindered from fulfilling its obligations under the Agreement by virtue of a Force Majeure Event (or in the case of the Client, a material number of its Guests are prevented or materially hindered from attending the Event and services under the Agreement, by virtue of a Force Majeure Event) (the "**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended to be performed as soon as reasonably practicable after the start of the Force Majeure Event. The Affected Party shall notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement and the Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 12.3 Notwithstanding the above clauses 12.1 and 12.2 above, nothing shall excuse the Client from any payment obligations under the Agreement in respect of payments made or to be made for the Booking or services which have been or will be provided to the Client in accordance with the Agreement. For the avoidance of doubt, reference to payments in this clause 12 means the payment obligations for services related to the Contract, and not for compensation upon termination for a Force Majeure Event.
- 12.4 Notwithstanding clause 12.3 above, if Queen Margaret University chooses to exercise its right to terminate this Agreement in accordance with clause 12.1, it shall refund to the Client any deposit payment that has been made by the Client to Queen Margaret University in connection with the relevant Booking within thirty (30) days of the date of termination. Such refund payment shall be subject to deductions of any and all costs incurred by QMU prior to the date of termination in connection with the Booking.

13. Liability and Insurance

- 13.1 Queen Margaret University shall bear no liability in respect of any damage, theft, loss of reputation, or for any losses, claims, demands, actions, proceedings, costs or expenses or other liability incurred by the Client by virtue of this Booking or use of the Facilities.

- 13.2 The Client shall have all relevant insurances in place prior to use of the Facilities and shall exhibit evidence of such insurance to Queen Margaret University on request. Such insurance shall include 3rd Party and public liability insurance to a minimum of £5 million.
- 13.3 Except to the extent required by law, Queen Margaret University will have no liability for any loss or injury (including death) whatsoever caused or suffered by the Client, Guests or Contractors in connection with this booking.
- 13.4 Queen Margaret University reserves the right to evacuate premises in the event of a fire alarm or other emergency irrespective of whether it is a genuine emergency or not, in order to protect all guests and staff and in this event, does not accept any liability for any consequent delay to the Event.
- 13.5 Unless specific arrangements are made between Queen Margaret University and the Client, Queen Margaret University accepts no responsibility or liability for any loss of or damage to property of the Client, its guests, or any third parties employed by the Client beyond that provided for in the Hotel Proprietors Act 1956 (as may be amended).

14. VAT

- 14.1 Queen Margaret University reserves the right to charge any VAT that may be or may become applicable on the Total Fee. Queen Margaret University have the option to assign its obligations in relation to clause (3.3) to QMU Enterprises Ltd (Co No 135573) of Queen Margaret University Drive, Edinburgh, EH21 6UU without further intimation to the client.

15. Governing Law and Jurisdiction

15.1 *Governing Law and Jurisdiction*

15.1.1 This Agreement shall be considered to be an agreement made in Scotland and shall be subject to the laws of Scotland.

15.1.2 The Parties agree that the Scottish courts shall have exclusive jurisdiction to hear and settle any action, suit, proceedings or dispute in connection with this Agreement and the Parties irrevocably submit to this jurisdiction.

16. Data Protection and Freedom of Information

- 16.1 The Client acknowledges that QMU is subject to the requirements of the Freedom of Information Act (FOIA) 2000 and the Freedom of Information (Scotland) Act (FOISA) 2002 and the Client agrees that it shall cooperate and provide (at its own expense) all necessary assistance as may reasonably be requested by QMU to enable QMU to comply with its obligations under the FOIA and FOISA.

- 16.2 QMU will fully comply with and adhere to the terms of the Data Protection Act (2018) (“**DPA 2018**”) and UK GDPR (having the meaning given in the DPA 2018), as set out in our [Privacy Statement](#).

17. COVID-19

- 17.1 Both Parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with relevant legislation, any official guidance issued by the Scottish Government and/or UK Government, and the application of those by Queen Margaret University. The Parties agree to communicate without delay any issues either party may have in performing their obligations under this Agreement as a result of COVID-19.

The Client acknowledges that COVID-19 may require Queen Margaret University to take measures for the health and safety of its staff and of any Guests attending the Event or Conference to which this Booking relates, which may include but is not limited to the following:

- (i) impose maximum number of Guests permitted at the Event or Conference;
- (ii) limit food or drink availability;
- (iii) impose specific requirements regarding personal protective equipment such as face coverings;
- (iv) restrict the numbers of Guests for overnight stays if applicable;
- (v) limit any planned entertainment for your Event or Conference;
- (vi) designate alternative entrance and exit routes;
- (vii) request that the Client has a full comprehensive list of Guests and their contact details; and/or
- (viii) impose specific requirements on Guests in respect of queuing for the Conference or Event and following clearly identified paths for movement.

Depending on the circumstances, Queen Margaret University may require to revise the charges payable by the Client in connection with the Event or Conference. Full details will be made available to the Client by Queen Margaret University detailing any such changes that are required.

If Queen Margaret University are obliged due to specific Scottish and/or UK Government restrictions imposed, to close its venue, Queen Margaret University may offer the Client an alternative date for the Event and/or Conference affected by such closure. In the event that such alternative date cannot be agreed between the Parties, the Booking will be deemed cancelled and deposit and additional sums already paid by the Client will be returned in full with no further payment required.

If the Client is unable to provide the agreed number of Guests as a result of health and safety or travel restrictions that have been imposed by the Scottish and/or UK Government, then Queen Margaret University will discuss with the Client either an alternative date for the Event and or Conference, a proportionate reduction on the Total Fee for the Booking or the Parties may agree to cancel the Booking, in which case Queen Margaret University shall return the deposit and any additional sums already paid to Queen Margaret University by the Client.

If the number of Guests decrease below seventy percent (70%) of the contracted number (notified by the Client to Queen Margaret University in writing a minimum of five (5) working days prior to the date of the Event and/or Conference in accordance with clause 6.1), Queen Margaret University reserves the right to cancel the Event and/or Conference. In these circumstances, Queen Margaret University shall return to the Client the deposit and any additional sums already paid by the Client to Queen Margaret University in connection with the Event and/or Conference.