

QMU:ACCOMMODATE: TERMS & CONDITIONS

In these QMU:Accommodate Terms & Conditions, the following words shall have the following meanings:

QMU:Accommodate: is the trading name of Queen Margaret University Commercial Accommodation.

Booking: means the Event (including, but not limited to, accommodation, facilities and services) booked by the Client.

Client: means the company, firm, body, agent, group or individual making the Booking.

Confirmation: means the Booking Confirmation sent to the Client (individuals and groups) which sets out specific details of the Booking.

Contract: means the written Contract between QMU:Accommodate and the Client (large groups) which outlines details of the Booking (minimum numbers, duration, catering requirements, etc).

Event: means the nature of the Booking, with accommodation and use of facilities (classrooms, studios, sports, catering), as per Confirmation.

Guaranteed Number: means the total number of room nights booked, or guests subsequently confirmed by the Client.

Price: means the Price specified in the Booking Confirmation.

Revenue: means the Revenue anticipated by QMU:Accommodate in respect of the Booking.

Terms & Conditions: means these QMU:Accommodate Terms & Conditions on which a Booking is based, as per this document.

1. General Issues

1.1 Confirmation of a Booking will be notified to the Client in writing by post or email. Until the Booking has been confirmed by QMU:Accommodate, and acceptance received by the Client, QMU:Accommodate reserves the right to release the space held for the Client.

1.2 For the avoidance of doubt, these conditions shall prevail over any other conditions previously published or agreed by QMU:Accommodate in respect of Bookings.

1.3 Should any guests of, or third parties employed by the Client, behave in a manner that is considered unacceptable to QMU:Accommodate, then QMU:Accommodate reserves the right to remove such party from the premises and / or terminate the Contract with immediate effect.

In the event of such a termination, the Client shall be due QMU:Accommodate the full balance and no monies will be returned to the Client.

1.4 The Client shall pay for the cost of repairing any damage caused to the property, contents or grounds of Queen Margaret University by the Client, its guests or third parties employed by the Client in connection with the Event.

1.5 The Client shall not (and must ensure that all guests, delegates or third parties employed do not) use the name, logo or any details of QMU:Accommodate for any purpose, unless specifically agreed in writing, and signed by, QMU:Accommodate.

1.6 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.

1.7 Scottish Law shall govern these Terms & Conditions and the parties to these Terms & Conditions shall submit to the jurisdiction of the Scottish Courts.

2. Booking Numbers & Guest Details

2.1 The Client will be due to pay for the Guaranteed Number of room nights originally contracted with QMU:Accommodate. Any reduction in the Guaranteed Number, duration or contracted value of the Booking will be subject to QMU:Accommodate's cancellation policy as set out below.

2.2 The Client shall provide QMU:Accommodate with a rooming list in writing, providing details of guests for overnight accommodation at least 14 days prior to the arrival date for groups over 10 guests.

3. Room Availability

3.1 Bedroom accommodation is available from 2.00pm on the day of arrival and must be vacated by 10.00am 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 QMU:Accommodate prior to the day of departure.

3.2 Classrooms booked are available for the dates & times arranged. Any extension may incur additional charges. Changes to the allocated classrooms may only be agreed subject to confirmation in writing by QMU:Accommodate.

4. Payment Terms and Credit Accounts (unless otherwise agreed in a separate Contract)

4.1 The Client (i.e. groups over 10 guests) shall make all payments due in pounds sterling and within 14 days of the date of the relevant invoice or on request for payment.

4.2 The Client (i.e. groups over 10 guests) shall pay to QMU:Accommodate a deposit of 20% of the expected Revenue, to be received by QMU:Accommodate no later than 180 days prior to the first arrival date, or as requested / invoiced if booked within aforementioned 180 days.

4.3 The Client (i.e. groups over 10 guests) shall then pay the balance, to be received by QMU:Accommodate no later than 30 days prior to the first arrival date.

4.4 The Client (i.e. individuals and groups under 10 guests) shall pay the full balance, to be received by QMU:Accommodate no later than 30 days prior to the first arrival date.

4.5 Bookings made less than 30 days prior to the arrival date will require payment of the full balance immediately. QMU:Accommodate will not regard the Booking as confirmed until such payment has been made.

4.6 QMU:Accommodate may charge interest at an annual rate of 4% if the Client fails to pay the full balance on the due date.

5. Cancellation / Reduction By QMU:Accommodate

QMU:Accommodate reserves the right to cancel the Booking (or any part thereof) if:-

5.1 the Client fails to adhere to any part of these Terms & Conditions;

5.2 in the opinion of QMU:Accommodate there has been a significant change in the Client's contracted Booking (e.g. severe reduction in days / numbers) without prior agreement with QMU:Accommodate;

5.3 the Client is insolvent or QMU:Accommodate has reasonable grounds for anticipating the same;

5.4 QMU:Accommodate is not satisfied with the Client's credit status;

5.5 in the opinion of QMU:Accommodate the Booking might prejudice the reputation of QMU:Accommodate;

5.6 any or part of the university facilities are closed or damaged due to circumstances beyond its reasonable control.

6. Cancellation / Reduction By Client

The Client reserves the right to cancel the Booking (or any part thereof) if:

6.1 the client notifies QMU:Accommodate of their desire to cancel or postpone the entire booking within the timescales stated below. This notification must be in writing.

If a Booking is cancelled, QMU:Accommodate shall have the right to impose a cancellation charge which shall be calculated as a percentage of the expected Revenue as detailed below (unless otherwise stated / agreed).

7. Cancellation Charges for Group Bookings Over 50 Guests:

7.1 20% if cancelled 180-120 days prior to first arrival date (deposit retained);

7.2 50% if cancelled 120-60 days prior to first arrival date (deposit retained, plus an extra 30% invoiced);

7.3 100% if cancelled less than 60 days prior to first arrival date.

8. Cancellation Charges for Group Bookings between 10 - 49 Guests:

8.1 20% if cancelled 90-60 days prior to first arrival date (deposit retained);

8.3 50% if cancelled 60-30 days prior to first arrival date;

8.4 100% if cancelled less than 30 days prior to first arrival date.

9. Cancellation Charges for Individuals & Groups under 10 Guests:

9.1 50% if cancelled 7 days prior to first arrival date;

9.2 100% if cancelled 24 hours prior to first arrival date or no show.

10. Security

10.1 Unless specific arrangements are made between QMU:Accommodate and the Client, QMU:Accommodate 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).

11. Force Majeure

11.1 Force Majeure means any circumstance beyond the control of QMU:Accommodate including - but not limited to - acts of God, fire, explosion, adverse weather conditions, flood, earthquake, volcanoes, terrorism, civil commotion, war, hostilities, strikes, work stoppages, slow-downs, or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power and delays by suppliers or materials shortages but, for the avoidance of doubt, nothing shall excuse the Client from any payment obligations under QMU:Accommodate's Terms & Conditions.

11.2 If QMU:Accommodate is prevented or hindered from honouring the Booking by a Force Majeure event, QMU:Accommodate may, at its sole option, and without being liable for any loss or damage suffered by the Client or its guests, or any third party employed by the Client, relocate the Event to another location or terminate the Contract forthwith by giving notice to that effect to the Client.

12. Fire, Health & Safety

12.1 The Client shall (and shall procure that all guests and third parties employed by the Client) comply at all times with all fire, electrical and health & safety regulations (whether statutory or otherwise), including (but not limited to) the Fire Precautions Act 1971 (as may be amended).

12.2 QMU:Accommodate reserves the right to charge The Client (or any guests or third parties employed by the Client) for malicious fire activations. The charges are up to £150 (or as determined by the Fire Services).

12.3 The Client shall ensure that any materials brought onto Queen Margaret University property (e.g. stage sets) are so far as possible made of non-flammable materials, that fire exits are kept clear at all times, and where a fire exit sign will be obscured, the Client shall ensure that appropriate temporary signs are erected.

12.4 The Client (large groups only) shall appoint persons resident with their guests who shall receive in-house fire safety training for all university buildings in which their groups dwell, thus complying with the university's strict fire safety regulations.

12.5 The Client must gain written permission from QMU:Accommodate prior to any visiting contractors and third parties entering Queen Margaret University's premises.

12.6 QMU:Accommodate 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.

QMU:Accommodate, Queen Margaret University,
Musselburgh, EH21 6UD



Queen Margaret University
EDINBURGH