

External Terms and Conditions of Booking for Conferences and Events

All arrangements relating to your organisation's booking remain subject exclusively to these terms and conditions.

The Booking Process

When making your enquiry as to availability, a representative of YCP may make a provisional booking on your behalf. The booking is not binding at this stage and a Booking Contract will be issued to you if YCP feel that they can meet your requirements.

Where you are booking on behalf of another organisation you must have the authority to do so. You must also sign and return the Booking Contract to YCP within fourteen (14) days of the date on the form or, if the event is to be held within the next twenty eight (28) days, within a time specified by YCP. If we do not receive the confirmation within this period, we reserve the right to cancel the provisional booking and re-let the facilities without notice. If your Booking Contract has been properly completed by you, and received in time, your booking will be accepted. This acceptance will form a binding contract when confirmed in writing to you. You must complete all details required from you on the Booking Contract.

Once your booking is accepted it will remain subject to these Terms and Conditions.

Agency Bookings

Provisional bookings taken through agencies will be held for a period of seven (7) days. The quoting of availability does not equate to a provisional booking being made on behalf of the agency or their client.

YCP reserves the right to release dates held if no further contact is made after seven (7) days. YCP will pay a maximum commission rate of 8% on Day Delegate Rates, 24hr Rates and/or contracted room hire, Bed and Breakfast rates, exclusive of VAT, only. YCP will not pay commission on any separately booked food, alcohol or equipment or cancellation costs. Commission will only be paid once full payment has been received for the booking. On no account should an agency deduct any commission fee from the final invoice payment.

Deposits

YCP will request a non-refundable deposit of 20% on any external booking exceeding £1000 (+vat) on confirmation of the booking. The outstanding balance will then be invoiced after the event.

YCP reserves the right to assess your financial status prior to accepting a booking. In the case of a registered company, YCP will use an external provider to run a credit check. YCP reserves the right to request full pre-payment or refuse a booking should the credit check indicate that this action is appropriate.

Change in Numbers and Cancellations

YCP understands it can be difficult to predict numbers and that you may need to cancel part of your booking at one or more stages running up to the event.

To allow for small fluctuations, we allow a one-off cancellation of up to 10% of the value of the signed Booking Contract without charge. This right is only applicable up to fourteen (14) days before the start date of the booking.

If you make a greater than 10% reduction in your delegate numbers or bedrooms numbers, or cancel meeting rooms or catering, you will be charged a percentage of the difference in value between the original signed Booking Contract and the revised figures. For cancellations of the entire event the same percentages apply to the full value of the original signed Booking Contract.

Schedule of percentages applicable:

- Equal to or more than 6 months* notice – 0% but deposit retained
- Equal to or more than 4 months*/less than 6 months* notice – 20%
- Equal to or more than 3 months*/less than 4 months* notice – 50%
- Equal to or more than 1 month*/less than 3 months* notice – 60%
- Equal to or more than 2 weeks/less than 1 month* notice – 70%
- Less than 2 weeks notice – 100%

* Calendar month

Please make a careful note of this schedule. All cancellation charges will be based on the numbers and facilities on the latest Operational Event Schedule or Booking Contract. All cancellations must be notified in writing.

Variations/Final Numbers

If you require any variations to any aspect of your booking, you must contact YCP as soon as possible. YCP will try and accommodate your requested variations. Variations can only be made with the written consent of your YCP contact. Final numbers for your booking must be provided to your YCP contact six (6) working days prior to the event to ensure all necessary arrangements, including catering, can be correctly planned. However, any reduction in numbers within fourteen (14) days of your event start date, as specified on your Operational Event Schedule, will not be refunded.

YCP reserve the right to move your booking to another University of York campus-based facility if your numbers drop to levels deemed unsuitable by YCP for the original venue.

Ancillary Charges

In certain circumstances, it may be necessary to add additional charges for items such as extra cleaning or staff overtime where necessary to service your event. These charges will be added to the final invoice but only after consultation with you.

Payment

You will be offered the opportunity of receiving a preview invoice within fourteen (14) days of the end of your event. The purpose of the preview invoice is to resolve any queries prior to the issue of the final invoice. If you require a preview invoice, you should request this with your YCP contact. You will then have fourteen (14) days to advise YCP of any queries before the final invoice is issued.

If you do not require a preview invoice, YCP will endeavour to issue the final invoice to you within fourteen (14) days of the end of your event.

Once you have received the final invoice, you are required to make payment within twenty eight (28) days of the date of the invoice.

Cancellations

In the event of you cancelling a booking in accordance with your cancellation rights detailed above, YCP will issue you with an invoice after your written cancellation notice has been received. You are required to make payment within twenty eight (28) days of the date of the invoice.

Cancellation payments will be the responsibility of the person / organisation who signed the Booking Contract.

In the event that YCP does not receive your payment within twenty eight (28) days of the invoice date (without prejudice to YCP's other rights and remedies) YCP reserves the right to charge interest on the outstanding invoice amount on a day to day basis from the invoice due date to the date of actual payment at the rate of 4% above base rate of HSBC Bank plc.

Liability

You will be entirely liable for any damage caused to University property or injury to persons, which occurs during, or arises from, the event, including damage or injury caused by external entertainers / suppliers that have not been arranged by YCP. You must also ensure that any entertainers or third party suppliers possess at least £5m public liability insurance.

Where damage is caused to property owned by the University, YCP will endeavour to document the damage and to obtain a quote for repair. You will be sent details of the damage, a copy of any quote for repair and an invoice detailing the costs of repair. You are required to make payment within twenty eight (28) days of the date of the invoice.

Nothing in this agreement shall exclude or limit YCP's liability for death or personal injury caused by its negligence. Subject to this, YCP's total liability for any loss or expense incurred by you relating to your booking shall not, under any circumstances, exceed the amount outlined in the Booking Contract.

YCP accepts no liability for consequential losses, including but not limited to loss of profit, wasted expenditure and third party claims. You are strongly advised to arrange suitable insurance to cover such risks.

YCP accepts no responsibility for any loss or damage to personal property brought onto the premises by you or your delegates unless the loss or damage is caused by the negligence of YCP.

In order to minimise potential damage to University property, you are requested to refrain from displaying posters and signs without obtaining YCP's prior consent.

Licences and Consents

It is your responsibility to ensure that any third party licences or consents are obtained where required to run your proposed event e.g. the consent of the Performing Rights Society.

Health & Safety/Security

As with any activity conducted on University premises, you shall ensure that all aspects of the event comply with the University's Health & Safety policy. A copy of this policy can be provided upon request.

For certain events, such as exhibitions or activities deemed by YCP to carry a level of risk to customers, you may be required to conduct a risk assessment relating to your booking to ensure that necessary health and safety measures are in place. This can include a requirement for electrical safety certificates for any electrical equipment that you may bring on to our premises. If such action is required you will be informed in writing by your YCP contact. If you should require any further information or advice regarding health and safety matters, please request this from your YCP contact.

During the event, you will ensure that the usual emergency procedures relating to fire or bomb alert are properly followed. You must bring these emergency procedures to the attention of those attending the event. A copy of these procedures will be made available by the facility hosting your event.

Arrival and Departure for Residential Guests

You will be able to check into your accommodation from 2.00pm onwards on the day of arrival. All accommodation must be vacated by 9.30am on the day of departure.

Cleaning/Maintenance

Residential accommodation and any other facilities used as part of the booking will be subject to cleaning and maintenance after the event. In the quote provided, YCP has assumed that such maintenance and cleaning is of normal levels reflecting normal wear and tear. Where, in the reasonable opinion of YCP, additional maintenance or cleaning is required that goes beyond its expectations of normal acceptable use, then you shall be required to meet the necessary additional costs incurred by YCP. Where additional costs do arise, you will be sent details of the additional work together with an invoice detailing the costs. You are required to make payment within twenty eight (28) days of the date of the invoice.

As stated above, you shall be responsible for any damage caused to University premises, including damages caused by your delegates / guests, arising from your booking.

Use of External Caterers

Please note that YCP does not permit the use of external caterers to provide refreshments and/or food.

Underwriting charges may apply to certain catering or bar services.

Pets and Animals

Pets and other animals are not permitted on any University premises. The only exceptions to this are assistance dogs.

Freedom of Speech and Equal Opportunities

The University has a duty to ensure that freedom of speech within the law is secured for University staff, students and visitors. You are obliged to inform us at the time of booking of any potentially controversial activities / sessions, which may be taking place during your event and which could have an impact on the reputation of the University.

YCP reserve the right to cancel your booking, without recompense, or make provision for additional security at your expense, if YCP subsequently finds that the content of your event or any speakers, contravene this policy.

Copies of the University's policies on Freedom of Speech, IT Usage and Equal Opportunities are available on request.

No Liability for Force Majeure

YCP may cancel your booking and does not accept any liability for any failure to provide any part of your booking where caused by any circumstances beyond its reasonable control. Examples of events beyond reasonable control would include industrial action, flood and other acts of God.

Substitute Arrangements

YCP will always endeavour to keep to the requirements agreed within the Booking Contract or Operational Event Schedule. However, YCP reserves the right to change the exact venue and other elements of the booking where it reasonably believes that the overall quality of the services to be provided will be of a similar standard to those previously booked. Where it is intended to provide a substitute service, you will be notified as soon as is practical in writing by YCP with full details of the substitute service to be provided.

Accuracy of Information and Authority

You warrant that all information that is provided in the Booking Contract or elsewhere relating to the booking is accurate and complete. YCP will endeavour to send you a final revised Operational Event Schedule prior to your event and you should check this carefully. You understand that YCP is relying upon this information and should this information prove not to be accurate or complete you would bear any liability arising.

YCP has in good faith assumed that where you are booking on behalf of another organisation/person you have the authority to act on its/their behalf. If you do not then YCP may hold you personally liable for the commitments contained within any booking that you have made on its/their behalf that is subsequently accepted by YCP. Please check that you have the necessary authority to avoid embarrassment.

Complaints

In the event of you being dissatisfied with any part of the service provided as part of your booking, please advise a member of YCP staff so that the issue can be resolved immediately. You can also complete one of our feedback forms at the venue (also available online) and a member of our staff will respond to you.

Details of our feedback procedure are available on request.

General

These terms and conditions are the only terms and conditions that relate to the booking of your event. No other terms and conditions shall apply unless otherwise agreed in writing by YCP.

Neither party shall be seen as having waived or be prevented from enforcing any legal rights they may have, by virtue of having delayed or chosen not to enforce such rights immediately.

No third party may rely upon these terms and conditions as if a party to this arrangement.

You must continue to comply with all University codes, rules, policies, guidelines and regulations as expected with any other University related activity. For a full copy of these please liaise with your YCP contact.

For the avoidance of doubt, where there is reference to YCP under these terms and conditions this shall include all other parts of the University.