

Edinburgh First Terms and Conditions

Part 1 General Booking Terms and Conditions

1 General

- 1.1 In this Contract (unless the Contract otherwise requires), the following words shall have the following meanings:
Edinburgh First is the trading name of UoE Accommodation Limited, a wholly-owned subsidiary of the University of Edinburgh.
Contract means these Terms and Conditions and the Appendix.
Appendix means the Appendix attached hereto which sets out specific details of the Booking.
Conditions means these Terms and Conditions, which apply to all bookings at Edinburgh First.
Arrival Date is the first night upon which any accommodation linked to the Booking is scheduled to be taken up.
Booking means the event (including, but not limited to, the accommodation, facilities and services) booked by the Client.
Client means the company, firm, body, agent or person making the Booking.
Price means the price specified in the Appendix.
Revenue means the Revenue anticipated by Edinburgh First in respect of the Booking.
- 1.2 A Contract is created upon receipt by Edinburgh First from the Client of a signed Contract.
1.3 Until a signed Contract has been received and accepted by Edinburgh First, Edinburgh First reserves the right to release the space held by the Client.
1.4 For the avoidance of doubt, these conditions shall prevail over any other conditions previously published by Edinburgh First in respect of bookings.
1.5 Should any delegates/guests of, or third parties employed by, the Client behave in a manner that is considered unacceptable to Edinburgh First, then Edinburgh First reserves the right to remove such party from the premises and/or terminate the Contract. In this event no monies will be returned to the Client.
1.6 The Client shall pay for the cost of repairing any damage caused to the property, contents or grounds of Edinburgh First, the University of Edinburgh or the Church of Scotland by the Client, its guests or third parties employed by the Client in connection with the event.
1.7 The Client shall not (and ensure that all guests/delegates and third parties employed do not) use the name, logo or any details of Edinburgh First or the University of Edinburgh for any matter, or permit external food or beverage to be brought into premises operated by Edinburgh First, without the prior written approval of Edinburgh First.
1.8 The Client shall not (and ensure that all guests/delegates and third parties employed do not) permit any goods, services or any other matter capable of being sold (including but not limited to tickets) to be sold within premises operated by Edinburgh First without the prior written approval of Edinburgh First and any public authority (where necessary).
1.9 No variation or alteration of any of the Terms and Conditions shall be effective unless it is in writing and signed by or on behalf of each party.
1.10 Scottish law shall govern this Contract and the parties to this Contract submit to the jurisdiction of the Scottish courts.

Part 2 Group Accommodation Terms and Conditions

1 General

- 1.1 In this part of the Contract (unless the Contract otherwise requires), the following words shall have the following meanings:
Guaranteed Number means the total number of room nights booked and subsequently confirmed by the Client.

2 Booking numbers and guest details

- 2.1 The Client will be due to pay for the Guaranteed Number of room nights originally contracted with Edinburgh First. Any reductions in the Guaranteed Number, duration or contracted value of the Booking will be subject to Edinburgh First's cancellation policy as set out in clause 4, subject only to the provisions of clause 2.2.
2.2 Up to 30 days prior to the first arrival date, the Guaranteed Number may be reduced by up to 10% without penalty.
2.3 The Client shall provide Edinburgh First with a written rooming list providing details of guests/delegates for overnight accommodation at least 14 days prior to the Arrival Date.

3 Room availability

- 3.1 Bedroom accommodation is available from 2.00pm on the day of arrival and must be vacated by 10.30am on the day of departure.

4 Cancellation/reduction

- 4.1 By Edinburgh First: Edinburgh First reserves the right to cancel the Booking (or any part thereof) if:
4.1.1 the Client fails to adhere to any of these Conditions
4.1.2 in the opinion of Edinburgh First, there has been a significant change in the Client's contracted Booking (e.g. reduction in days/accommodation)
4.1.3 the Client is insolvent or Edinburgh First has reasonable grounds for anticipating the same
4.1.4 Edinburgh First is not satisfied with the Client's credit status
4.1.5 in the opinion of Edinburgh First, the Booking might prejudice the reputation of Edinburgh First or the University of Edinburgh
4.1.6 if any or part of the University facilities are closed or damaged due to circumstances beyond its reasonable control
4.1.7 Edinburgh First is requested to cancel the Event booking by government or other authority.
4.2 By the Client: the Booking will be considered 'cancelled' by Edinburgh First when a Client, by written notification to the Event Manager, cancels or postpones the entire Booking.
4.3 If a Booking is cancelled, Edinburgh First shall have the right to impose a cancellation charge which shall be calculated as a percentage of the Revenue as detailed below:
4.3.1 if cancelled 180-120 days prior to first arrival date, by 10%
4.3.2 if cancelled 120-90 days prior to the first arrival date, by 15%
4.3.3 if cancelled 90-60 days prior to first arrival date, by 25%
4.3.4 if cancelled 60-30 days prior to first arrival date, by 50%
4.3.5 if cancelled less than 30 days prior to first arrival date, by 100%.

5 Payment terms and credit accounts

- 5.1 For all bookings by clients who are part of the University of Edinburgh, the Client shall, within 14 days of the date of the relevant invoice or request for payment, pass for payment, in pounds sterling, all monies due under the Contract.
5.2 For all other Bookings:
5.2.1 the Client shall make all payments due under the Contract in pounds sterling and within 14 days of the date of the relevant invoice or request for payment.
5.2.2 the Client shall pay to Edinburgh First 50% of the Revenue, to be received by Edinburgh First no later than 90 days prior to the first arrival date.
5.2.3 the Client shall then pay 50% of the balance, whichever is the greater, to be received by Edinburgh First no later than 30 days before the first arrival date.
5.2.4 bookings made less than 45 days prior to the arrival date will require payment of the full balance immediately. Edinburgh First will not regard the Booking as confirmed until such payment has been made.
5.2.5 if the Client fails to pay any amount due under the Contract on the due date, Edinburgh First may charge interest at an annual rate of 3% above the base rate for the time being of Bank of Scotland PLC for the period from the due date up to and including the date of receipt.
5.2.6 all payments by the Client to Edinburgh First shall be made without deduction or set off.

6 Security

- 6.1 Unless specific arrangements are made with Edinburgh First, Edinburgh First accepts no responsibility or liability for any loss of or damage to property of the Client, delegates/guests or any third parties employed by the Client beyond that provided for in the Hotel Proprietors Act 1956 (as may be amended).

7 Liability

- 7.1 The entire liability of Edinburgh First under or in connection with the Contract, whether for negligence, breach of contract, misrepresentation or otherwise, is limited in respect of each event or series of connected Events to the Price.
7.2 Nothing in these Conditions shall operate to exclude or restrict either party's liability for:
7.2.1 death or personal injury resulting from negligence
7.2.2 fraud or deceit.
7.3 The Client shall indemnify and keep indemnified Edinburgh First from and against all claims, actions, damages, liabilities and costs (including professional fees) arising out of the acts or omissions of the Client or any guest/delegate of, or third party employed by, the Client, save to the extent that any such claim arises as a result of the negligence of Edinburgh First, its employees or agents.

8 Force Majeure

- 8.1 'Force Majeure' means any circumstance beyond the control of Edinburgh First including, but not limited to, acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, 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 the Contract.

- 8.2 If Edinburgh First is prevented or hindered from honouring the Booking by a Force Majeure event, Edinburgh First may, at its sole option, and without being liable for any loss or damage suffered by the Client or guests/delegates of, 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.

Part 3 Event Terms and Conditions

1 General

- 1.1 In this part of the Contract (unless the Contract otherwise requires), the following words shall have the following meanings:
Minimum Guaranteed Number means the number of guests/delegates for the Event and/or accommodation as specified in the Contract.

2 Event numbers and delegate/guest details

- 2.1 The Client shall confirm final numbers for the Event to the Event Manager no later than 5 working days prior to commencement of the Event. If final numbers are less than that permitted under clause 2.2 then a cancellation charge will apply. If final numbers increase over those previously communicated to the Events Manager, the Client will be charged accordingly.
- 2.2 The Minimum Guaranteed Number may be adjusted by the Client provided that such adjustment is communicated to and accepted by the Event Manager. Any reduction in numbers, duration or Contract value will be subject to Edinburgh First's cancellation policy as set out in clause 4, subject only to the provisions of clause 2.3.

Continued overleaf ...

Edinburgh First Terms and Conditions (continued)

- 2.3 Up to 30 days prior to the start of the event the Minimum Guaranteed Number may be reduced without penalty by up to 10%.
- 2.4 Should the number of delegates/guests attending the Event significantly increase or decrease then Edinburgh First reserves the right (upon providing at least 3 working days' notice to the Client) to provide alternative accommodation and space of an appropriate size for the Event.
- 2.5 Should alternative facilities not be available for the relocation of an Event where numbers have significantly reduced or increased, then Edinburgh First reserves the right to charge the Client for the Minimum Guaranteed Number last notified by the Client to Edinburgh First and before the significant reduction/increase.
- 2.6 The Client shall provide the Event Manager with a written rooming list providing details of delegates/guests for overnight accommodation, confirmed event programme details and confirmation of all services required at least 14 days prior to the Event.
- 3 Room availability**
- 3.1 Bedroom accommodation is available from 2.00pm on the day of arrival and must be vacated by 10.30am on the day of departure.
- 3.2 Other rooms booked for the Event are available from the times specified in the Contract.
- 3.3 If a particular room, which has been booked by the Client, is unavailable on the required dates, Edinburgh First reserves the right (without liability) to relocate the event to an alternative room of a similar standard.
- 4 Cancellation/reduction**
- 4.1 By Edinburgh First: Edinburgh First reserves the right to cancel the Event (or any part thereof) if:
- 4.1.1 the Client fails to adhere to any of these Conditions
- 4.1.2 in the opinion of Edinburgh First, there has been a significant change in the Client's contracted booking (e.g. reduction in days/accommodation)
- 4.1.3 the Client is insolvent or Edinburgh First has reasonable grounds for anticipating the same
- 4.1.4 Edinburgh First is not satisfied with the Client's credit status
- 4.1.5 in the opinion of Edinburgh First, the Event might prejudice the reputation of Edinburgh First or the University of Edinburgh
- 4.1.6 if any or part of the University facilities are closed or damaged due to circumstances beyond its reasonable control
- 4.1.7 Edinburgh First is requested to cancel the Event by any government or other authority.
- 4.2 By the Client: the Event or any part thereof will be considered 'cancelled' by Edinburgh First when a Client, by written notification to the Event Manager:
- 4.2.1 cancels or postpones the entire Event
- 4.2.2 cancels or postpones any element of the Event (e.g. meal/syndicate rooms).
- 4.3 In the event of cancellation, Edinburgh First shall have the right to impose a cancellation charge which shall be calculated as a percentage of the Revenue as detailed below:
- 4.3.1 if cancelled 180-120 days prior to first arrival date, by 10%
- 4.3.2 If cancelled 120-90 days prior to first arrival date, by 15%
- 4.3.3 if cancelled 90-60 days prior to first arrival date, by 25%
- 4.3.4 if cancelled 60-30 days prior to first arrival date, by 50%
- 4.3.5 if cancelled less than 30 days prior to first arrival date, by 100%.
- 5 Payment terms and credit accounts**
- 5.1 For all Bookings by Clients who are part of the University of Edinburgh:
- 5.1.1 the Client shall, within 14 days of the date of the relevant invoice or request for payment, pass for payment, in pounds sterling, all monies due under the Contract
- 5.1.2 the Client shall notify Edinburgh First of any disputed amounts within 5 working days of the date of the invoice or request for payment and the Client shall pay the undisputed amount within 14 days of the date of the invoice; the disputed amount alone may be withheld until the dispute is resolved
- 5.1.3 all payments by the Client to Edinburgh First shall be made without deduction or set off
- 5.1.4 where the Event booked is a Wedding or is related to a Wedding or a private event, then the Client shall pay to Edinburgh First a non-refundable deposit of £500; the Booking will not be considered as confirmed until that deposit has been received by Edinburgh First. The remaining balance of the Event will be due at least 42 days prior to the Event date.
- 5.2 For all other Bookings:
- 5.2.1 the Client shall make all payments due under the Contract in pounds sterling and within 14 days of the date of the relevant invoice or request for payment
- 5.2.2 a credit account may be applied for up to 28 days prior to the Event and, if accepted, will be confirmed to the Client by Edinburgh First. For the avoidance of doubt, credit accounts are given at the absolute discretion of Edinburgh First and such facilities may be withdrawn or amended at any time by Edinburgh First
- 5.2.3 if the Client is an approved credit account customer of Edinburgh First, the Client shall pay a deposit of 50% of the Revenue at least 42 days prior to commencement of the Event and shall pay the balance of the sum due within 14 days of the date of the invoice
- 5.2.4 If the Client is not an approved credit account customer of Edinburgh First, the following provisions apply:
- 5.2.4.1 the Client shall pay the full value of the booking (the Revenue) balance and any additional costs incurred by Edinburgh First in connection with the Event at least 42 days before the date of the Event
- 5.2.4.2 the Client shall provide Edinburgh First with credit card details at least 7 days before the Event to cover the cost of any additional charges that may be incurred.
- 5.2.5 should the Revenue of the Event increase after the payment has been received, Edinburgh First may require an additional sum be paid prior to the Event
- 5.2.6 if the Client fails to pay any amount due under the Contract on the due date, Edinburgh First may charge interest at an annual rate of 3% above the base rate for the time being of Bank of Scotland PLC for the period from the due date up to and including the date of receipt
- 5.2.7 the Client shall notify Edinburgh First of any disputed amounts within 5 working days of the date of the invoice or request for payment and the Client shall pay the undisputed amount within 14 days of the date of the invoice; the disputed amount alone may be withheld until the dispute is resolved
- 5.2.8 all payments by the Client to Edinburgh First shall be made without deduction or set off
- 5.2.9 where the Event booked is a Wedding or is related to a Wedding or a private event, then the Client shall pay to Edinburgh First a non-refundable deposit of £500; the Booking will not be considered as confirmed until that deposit has been received by Edinburgh First. The remaining balance of the Event will be due at least 42 days prior to the Event date.
- 6 Outside and third party contractors**
- 6.1 Edinburgh First reserves the right to refuse any external entertainment, services or activities that the Client may have arranged and does not accept any liability for the acts or omissions of any party employed by the Client in connection with the Event
- 6.2 The Client shall (and shall procure that all third parties employed by the Client) comply at all times with the regulations (whether statutory or otherwise), Edinburgh First rules and regulations and any reasonable requests by Edinburgh First.
- 6.3 The Client shall ensure that these Conditions are brought to the attention of all third parties employed in connection with the Event.
- 7 Licences**
- 7.1 Edinburgh First shall be responsible for applying for any additional licences, consents and permits required in connection with the Event, provided the Client gives sufficient notice of their exact requirements to allow such applications to take place and the Client meets the reasonable costs associated with such application. The Client shall not be entitled to cancel or postpone the Event on the basis of an unsuccessful application.

- 7.2 The Client shall (and shall procure that all third parties employed by the Client) comply with the terms of all licences, consents and permits (including any conditions attached thereto) and any decision or recommendation by the licensing officer or other licensing or entertainment authority.
- 8 Security**
- 8.1 Unless specific arrangements are made with Edinburgh First, Edinburgh First accepts no responsibility or liability for any loss of or damage to property of the Client, delegates/guests or any third parties employed by the Client beyond that provided for in the Hotel Proprietors Act 1956 (as may be amended).
- 9 Fire, health and safety**
- 9.1 The Client shall (and shall procure that all third parties employed by the Client) comply at all times with all fire, electrical, health & safety regulations (whether statutory or otherwise) including (but not limited to) the Fire Precautions Act 1971 (as may be amended).
- 9.2 The Client shall ensure that any materials brought into Edinburgh First properties (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.
- 9.3 All electrical contractors must be NICEIC, EEA or IEE registered and the Client shall provide Edinburgh First with written evidence of this if so requested by Edinburgh First.
- 9.4 The Client shall provide Edinburgh First with a list of names of all visiting contractors and third parties if requested by Edinburgh First.
- 9.5 Edinburgh First 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.
- 9.6 The Client shall obtain the written approval from Edinburgh First and public authority (where necessary) if it (or any third party employed by it) wishes to fix items to the walls, floors and ceilings or to use smoke machines, lasers, fireworks, cracked oil, dry ice or any form of pyrotechnic.
- 10 Liability**
- 10.1 The entire liability of Edinburgh First under or in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited in respect of each event or series of connected Events to the Price.
- 10.2 Nothing in these Conditions shall operate to exclude or restrict either party's liability for:
- 10.2.1 death or personal injury resulting from negligence
- 10.2.2 fraud or deceit.
- 10.3 The Client shall indemnify and keep indemnified Edinburgh First from and against all claims, actions, damages, liabilities and costs (including professional fees) arising out of the acts or omissions of the Client or any guest/delegate of, or third party employed by, the Client, save to the extent that any such claim arises as a result of the negligence of Edinburgh First, its employees or agents.
- 11 Force Majeure**
- 11.1 'Force Majeure' means any circumstance beyond the control of Edinburgh First including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, 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 the Contract.
- 11.2 If Edinburgh First is prevented or hindered from hosting the Event by a Force Majeure event, Edinburgh First may, at its sole option and without being liable for any loss or damage suffered by the Client or guests/delegates of 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.