



UNIVERSITY VENUE CONDITIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 Definitions in quotation marks on the Event Schedule Form and in these Conditions apply; and headings are for ease of reference only.

2 THE CONTRACT

- 2.1 The contract between the University and the Customer comprises the Events Schedule Form, these Conditions, any Special Conditions (together with any "University Venue Rules" provided to the Customer), to the exclusion of all other terms and conditions. The contract comes into force on countersignature by the University at which point both parties are bound by the contract and the Customer is liable to pay the Charges."
- 2.2 Customers apply to hire the Venue by submitting an Event Schedule Form. The University may accept (by the Administrator counter signing in which case a contract is made) or refuse the application as it sees fit. Customers should consult the Administrator promptly if they want to change a booking. Cancellation charges may apply.

3 PAYMENT

- 3.1 The University may cancel the booking at any time or require a bank guarantee if the Administrator is not reasonably satisfied that the Customer will pay the Charges.
- 3.2 The payment for an event at the Venue is non-refundable however bookings dates may be moved should the event need to be postponed.
- 3.3 Any cancellation or postponement must be submitted in writing to the Administrator 14 working days in advance.
- 3.4 The full facility fee is required 14 working days in advance of the event.
- 3.5 Interest and debt recovery charges will be payable on any outstanding amount at the statutory rate in force under the Late Payment of

The University has taken all reasonable steps to ensure that all printed information available to Customers is accurate and up-to-date. However, the University cannot guarantee that the rooms and/or additional facilities and services described in its literature will necessarily be available. *University of Cambridge Legal Services Office, version 1.4 approved 10.6.21*



Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations (2002).

3.6 VAT will be charged at the rate prevailing on the Start Date.

4 EVENT DETAILS AND ATTENDEE INFORMATION

4.1 The Customer agrees to provide accurate and complete details about the event, including the number of attendees, event type, and any special requirements.

4.2 As a condition of booking, the Customer must submit a list of attendees as per a West Hub attendance document which may be used for guest registration purposes, with information such but not limited to their names and contact information etc. (for details on how and why we collect data, please refer to our Privacy Policy available on our website).

5 ACCESS

5.1 The Customer will have access to the spaces indicated within the time frame as agreed with the Venue.

5.2 The Venue is served by public doors, so all guests will arrive to public doors unless agreed otherwise with the West Hub Team.

5.3 The Customer will have the indicated **access times** to arrange the internal space as needed for the event.

5.4 The event booking is not an exclusive booking, unless stated otherwise, and other events and core activity will take place

5.5 The Customer must fully and fairly represent the purpose of the event and the event space required. Any misrepresentation may result in the cancellation of the event by the Venue with forfeiture of any facility fee paid.



- 5.6 Active fundraising events are only permitted with agreement of the Venue.
- 5.7 Any event that requires additional staff for early opening or late closing of the building will incur additional charges.
- 5.8 No part of the Venue is to be used for any unlawful purpose or in any unlawful way. All Venue Rules and legislative requirements are to be observed.
- 5.9 The Customer must not assign or sub-hire the benefit of the contract.
- 5.10 Nothing in the contract confers or purports to confer on any third party any benefit or any right to enforce any term of the contract
- 5.11 No parking is available at the Venue.

6 CAPACITIES AND GUESTS

- 6.1 The Customer must keep to the indicated maximum capacities as these correspond to Fire capacities for the building.
- 6.2 The Customer must send all guests lists for the event 24 hours before the event to the administrator to help monitor fire numbers, and should concerns arise around attendance, be able to support the Customer.
- 6.3 Confirmed Guests numbers are to be sent to the Venue 7 working days ahead of the event date, any changes to guests numbers post confirmation must to be indicated to the administrator and the selected catering supplier.
- 6.4 The Customer must provide all staff members to help with guest wayfinding throughout the building. Additional signage can be arranged with the venue ahead of the event taking place on site.



- 6.5 The Customer is responsible for the supervision, safety and good behaviour of all persons it brings to the Venue and for any damage caused, either wilfully or by neglect.
- 6.6 The Customer must ensure that persons it allows to enter the Venue do not cause a nuisance or unreasonable disruption to the University, the University's employees, students, anyone using or visiting the University or nearby residents and shall keep noise to a minimum between the hours of [11:00 pm] and [8:00 am]
- 6.7 The Customer is to be responsible for:
- a) The efficient supervision of the Venue including without limitation
 - (i) the effective control of children;
 - (ii) the orderly and safe admission and departure of persons to and from the Venue;
 - (iii) the orderly and safe vacation of the Venue in case of emergency; and
 - (iv) supervision and guidance of persons (other than University staff or contractors) setting up, moving or clearing away equipment [not provided by the University] in relation to health and safety and safe handling of equipment;
 - b) The preservation of good order and decency in the Venue; and
 - c) Ensuring that fire exits are not obstructed.

The University will provide one custodian during the Period who will give advice on standard procedures relevant to the requirements contained in paragraph 6.1.

- 6.8 The Customer shall ensure familiarity and compliance with fire regulations and all University policies relevant to the hire including without limitation health and safety, data protection, equal opportunities, child protection, drugs and information technology (details are given on the University's web-site).



7 FOOD AND BEVERAGE

- 7.1 The University Catering Service are the sole catering provider for all meetings and events at the West Hub. Unless otherwise agreed with the Hospitality Services Administrator, all food and beverage must be supplied by The University Catering Service. If the University Catering Service are unable to service a meeting/event guests will be asked to engage the services of the on-site Café Bar provider or one of the approved University Catering Service suppliers: Carte Blanche, Cambridge Dining Company, By Word of Mouth, Origin8, Enjoy, Crucial Cuisine, Lemon Thyme.
- 7.2 No self-serve or alternative food and beverage set ups are permitted within the Venue
- 7.3 The Venue holds a premises licence issued by Cambridge County Council. All events are subject to the terms of the premises licence. This includes restrictions on areas where and times at which licensable activity may take place.
- 7.4 Under the premises licence, food and soft drinks including water must be available at all events where alcohol is served. Also in keeping with the premises licence the event booker will ensure that authorised guests leave the building quietly and in an orderly manner so as not to disturb local residents.
- 7.5 If the Customer is permitted to serve alcohol, it shall comply with all requirements of the University's Venue licence issued pursuant to the Licensing Act 2003 (available on request) and those specified by the University's Designated Premises Supervisor. In particular the Venue must be cleared by midnight.

8 AV

- 8.1 AV within the space comes as standard for the event.



- 8.2 The Customer must bring along a laptop to connect to the AV System
- 8.3 The AV system connects via either HDMI or a USBC, the Customer must bring along any convertor needed for the laptop in use for the event.
- 8.4 The Venue shall ensure the systems are online for the event, any content compatibility is the responsibility of the Customer.
- 8.5 Internet provision is the 'Janet' connection as standard, a commercial internet connection can be provided with advance agreement of the Venue. External venue hires are not able to access the 'Janet' internet connection, please speak with the administrator about internet provision.
- 8.6 Additional equipment such as microphones, secondary inputs and hybrid streaming capabilities can be arranged in advance with the West Hub Team, these will incur additional costs in addition to the Facility Fee. For Events requiring specialist arrangements the AV and IT technician will be present to support the use of the equipment.
- 8.7 Damage of AV and IT equipment will be charged to the Customer.

9 FABRIC OF THE BUILDING

- 9.1 The Venue's table and chairs for each space come as standard for the duration of the event.
- 9.2 The Customer must confirm the room set up to the Venue 7 working days in advance of the event.
- 9.3 Any damage to the furniture within the space or the fabric of the building resulting from the event will be chargeable to the Customer.



- 9.4 Additional furniture can be bought into the Venue from external suppliers with advance agreement of the administrator. The cost of additional furniture is the responsibility of the Customer.
- 9.5 The Customer must not make any alteration to (or do any work on) any part of the Venue or equipment provided.
- 9.6 The Customer shall inform the Administrator immediately if any damage is done or any person is injured.

10 FIRE AND EMERGENCY PROCEDURES

- 10.1 Smoking, including vaping and electronic cigarettes are not permitted in the building.
- 10.2 If the alarm is activated at any time the whole building will be evacuated. Guests, hosts and suppliers will use the nearest exit to the event space and re-entry will not be permitted until the fire brigade and Venue team are satisfied that it is safe to do so.
- 10.3 The Venue reserves the right to implement individual or full evacuation procedures or to terminate the event if the West Hub team perceives that a security matter, including the behaviour of guests or event contractors warrants such actions.
- 10.4 No inflammable, noxious or dangerous items may be brought into the Venue or, without the Administrator's consent, any equipment bought on site must be agreed with the Administrator 7 working days in advance.

11 WASTE

- 11.1 All non-food and beverage waste created during the event duration is the responsibility of the Customer unless organised otherwise with the Venue.



- 11.2 The Customer is required to remove all materials bought on site to facilitate the event including but not limited to items such as name badges, marketing material, handouts and gift bags.
- 11.3 Any additional cleaning required as a result the event is chargeable to the Customer.
- 11.4 The Venue does not have any storage for use prior to or post event.

12 INSURANCE

- 12.1 The Customer is required to provide proof of insurance for public liability and employer liability for no less than £2,000,000 to the Venue 7 working days in advance of the event.
- 12.2 If the Customer breaches the contract (or has previously breached a venue hire contract with the University) or fails to make payment by the due date or the Administrator reasonably believes that the Event might damage the reputation of the University or is unsuitable for the Venue, the Administrator, acting reasonably, may do any one or more of the following (refunding any Charges already paid but without the University being liable to pay any compensation): refuse admittance to the Venue, withdraw services to any individual or group of persons or terminate the contract.

13 COMPLAINTS

- 13.1 Any Customer complaint must be made in writing to the Administrator within 5 days beginning the End Date.

14 LIABILITY

- 14.1 The University is liable without limit for personal injury or death caused by the University's negligence and for fraudulent misrepresentation.
- 14.2 Subject to Condition 14.1 the University will not be liable for indirect or consequential loss (loss that was not reasonably foreseeable to both the Customer and the University when the Customer signed the contract).



- 14.3 The University's total liability under or connection with the contract of whatsoever nature and howsoever arising shall be limited to the total Charges paid to the University for the provision of its services.
- 14.4 Condition 13.3 does not apply to a Customer who is a consumer (a consumer is someone buying, not in the course of his or her trade, business or profession, goods or services for personal use).
- 14.5 The University will not be liable for any loss due to breakdown of machinery, failure of supply of electricity, industrial action, leakage of water, fire, government restriction, any government or central University guidance or requirements to act or not act in a particular way because of pandemic or epidemic (including COVID-19), or act of God or any act beyond its reasonable control which may cause the Venue to be temporarily closed or the booking to be interrupted or cancelled.
- 14.6 The University gives no warranty that the Venue is legally or physically fit for any specific purpose, even if made known to the Administrator beforehand.
- 14.7 The venue provides risk assessments for the set up that relates to the building ahead of the customer and guests coming on site. These risk assessments pertain to the venues staff and building management only and do not cover the customer's event taking place in the building.
- 14.8 The Customer is responsible for the risk assessment pertaining to the guests invited to attend the event, their travel, and arrival, activities undertaken in the hired space, departure and wellbeing whilst on site. The venue takes no responsibility or liability for the risk assessment for the event activity itself as arranged by the customer.
- 14.9 The venue has a right to review any risk assessment from the customer that covers customer and guest activity whilst in the building.



15 ADDITIONAL SERVICES

- 15.1 The Customer is responsible for the choice of third party provider and its performance. The University takes reasonable care in selecting and liaising with suppliers but, unless otherwise agreed, it is not responsible for the choice of supplier or its conduct or performance.
- 15.2 If the Customer is dissatisfied with the performance of a third party supplier, the University will provide reasonable assistance but any claim against the supplier is entirely a matter for the Customer to pursue.
- 15.3 Third party providers may enforce Customer obligations set out in the contract relevant to their supply.
- 15.4 The University is not liable for any debt owed to a third party provider.

16 ANIMALS

- 16.1 No animals (**except support dogs**) are to be brought into the Venue or allowed to enter the Venue without the prior consent of the Administrator.
- 16.2 Support Dogs must have their corresponding collars for identification.

17 ADDITIONAL EQUIPMENT

- 17.1 The Customer is responsible for setting up, moving and clearing away all equipment, including furniture and platforms not provided by the University.
- 17.2 The University provides some equipment as standard, the University is responsible for setting up, moving and clearing it away.
- 17.3 The University will arrange on a chargeable basis for the setting up, moving and clearing away of equipment which is not University provided equipment.
- 17.4 If the Customer is in any doubt about how to handle a piece of non-University provided equipment safely, it must consult the Venue



Administrator and pay for any assistance recommended by the Administrator to handle the equipment safely.

18 ELECTRICAL EQUIPMENT

- 18.1 No lighting, heating, power or other electrical fittings or appliances in the Venue are to be altered moved or in any way interfered with.
- 18.2 No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used in the Venue without the prior consent of the Administrator. All such equipment must have been tested no earlier than 12 months immediately prior to the end of the Period and bear a label confirming the test date. Spot checks to ensure compliance may be carried out. The University reserves the right to insist that equipment which has not been tested or may be dangerous is immediately removed.
- 18.3 For the avoidance of doubt, where the University is requested to assist with connecting equipment to University facilities, for example AV equipment, if the assistance is given, this is done entirely at the sole risk of the person making their request, or where applicable their organisation or the owner of the equipment, including for any accidental damage caused. Such person must make sure their data is fully backed up before making the request.

19 ADVERTISING, PHOTOGRAPHY AND FILMING

- 19.1 Placards or other articles are not to be fixed to any part of the Venue.
- 19.2 Posters, boards, signs, flags or other emblems or advertisements are not to be displayed inside or outside any part of the Venue without the prior consent of the Administrator.
- 19.3 Flyposting is not permitted.
- 19.4 Photographs of Event participants are the responsibility of the Customer. Filming or photography of University premises or contents requires the



prior written agreement of the Administrator at least 7 working days before the Event. The University reserves the right in its sole discretion to refuse any request for filming and/ or photography. Filming may be subject to a commercial rate, over and above the Charges

19.5 The Customer shall not grant broadcasting, recording or filming rights without the prior consent of the Administrator.

20 PROTECTION OF CHILDREN FROM HARM

20.1 All events must be suitable for the public to attend regardless of age.

21 GAMBLING

21.1 No sweepstake raffle tombola or other form of lottery is to be permitted to take place in the Venue.

22 SECURITY

22.1 On booking the Customer must give the Administrator details of proposed speakers and their presentations. The Customer will be invoiced for the cost of any additional security measures considered necessary by the Administrator.

22.2 If the Customer employs staff to restrict access to the Venue, the Customer is responsible for ensuring that such staff are licensed by the Security Industry Authority and any appointment must be made with agreement of the West Hub team and University security.

22.3 University staff may enter any part of the Venue at any time

23 ENTIRE AGREEMENT

23.1 The contract formed by a counter-signed Event Schedule Form constitutes the entire agreement between the parties (except in the cause of fraud or fraudulent misrepresentation), is subject to English law and the jurisdiction of the English courts and cannot be waived or varied except in writing signed by the University.



24 NOTICES

24.1 All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the Customer address in the Agreement in the case of a notice demand or request to the Customer and to the Administrator at Venue address in the case of a notice demand or request to the University.

25 COPYRIGHT WORKS

25.1 The Customer shall not infringe any copyright or allow any copyright to be infringed when using the Venue.

25.2 If the use of the Venue will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists prior to the Period in anyone other than the performer or speaker the Customer will obtain the consent of the owner of the relevant copyright and subject to paragraph 17.3 will pay all composers' authors' publishers' and other charges or royalties which may be payable.

25.3 The University shall be responsible for payment of any charges due to the Performing Right Society in respect of the Customer's use of the Venue. The University may charge to and recover from the Customer sums paid to the Performing Right Society under this paragraph if such sums exceed £50