

King's Venues

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London WC2R 2LS

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King's College London Conference Services – Standard Terms and Conditions of Booking for Accommodation (for Individual guest bookings)

Definitions/Interpretation

In these terms and conditions of booking the following words shall have the following meanings:

"Agreement" shall mean the Booking Contract together with these terms and conditions.

"Booking Contract" shall mean the accompanying document headed "Booking Contract" to which these terms and conditions apply, which contains the date(s) and other details of the Individual Booking together with details of the charges that will be payable by the Client.

"The College" shall mean King's College London.

"Client" shall mean the individual, partnership, body corporate, unincorporated association or other organisation or entity identified as the client on the Booking Contract (whether or not having separate legal personality).

"Individual Booking" shall mean an accommodation booking of 9 persons or less.

"Day" shall mean an ordinary calendar day. **"Working Day"** shall mean any day other than weekends and other dates when the College is closed.

1. Booking Procedure

All bookings are subject to confirmation of availability of the appropriate accommodation (bedrooms) and/or additional facilities and services. A contract is only formed between the College and the Client when the College confirms to the Client that they have accepted the Individual Booking request.

The prices of all rooms, facilities and services at the College shall be in accordance with the current quoted tariffs for room only or bed & breakfast (either sent separately to the Client or published on the College website www.kingsvenues.com

The College reserves the right to refuse bookings for individuals under the age of 18; individuals under the age of 18 must be accompanied by a responsible adult.

The Client should inform the College in advance of their booking of any special requirements of any guests (for example because of infirmity or disability), and the College shall endeavour to accommodate these requirements including in respect of access to/egress from College buildings and the provision of necessary facilities and services.

2. Payment Terms

All bookings must be paid for in full at the time of booking (unless otherwise agreed).

All rates are inclusive of VAT at the current rate, unless otherwise stated.

3. Amendment and Cancellation

All cancellations must be made via King's Venues or your third-party booking agent.

In cases of cancellation by the Client:

- a full refund will be given if cancelled more than 14 days prior to the start of the booking
- 25% of the total value of the cancelled booking will be retained if cancelled between 7 and 14 days prior to the start of the booking.

- 50% of the total value of the cancelled booking will be retained if cancelled between 1 and 7 days prior to the start of the booking; and
- 100% of the total value of the cancelled booking will be retained if cancelled less than 1 day prior to the start of the booking.

Requested amendments to bookings may be made subject to availability of the accommodation required and subject to the College's agreement.

The College reserves the right to cancel any Individual Booking at any time for any of the following reasons:

- If the College (or any part of the College) is closed due to fire, maintenance requirements, dispute with employees, order of any public authority or any other circumstances beyond the College's control (in such cases all advance payments made would be refunded).
- If the behaviour of individual guests is deemed by the College to be unacceptable. Partial termination could result in a number of guests/delegates being asked to leave College premises.
- If there is any breach of this Agreement or other relevant College policies including harassment, equal opportunities, health and safety, drugs, smoking, information technology which are available at www.kcl.ac.uk/college/policyzone or may be requested from Conference Services. All bookings shall be subject to the College's Policy and Procedures in Respect of Permissible Activities (available at www.kcl.ac.uk/college/policyzone) and may be cancelled under that Policy.

The College reserves the right to, acting reasonably, increase its accommodation charges before a stay, but not without notifying the Client. If the College does increase the charges the Client shall be given the opportunity to cancel without loss of advance payment.

4. Liability & Insurance

The Client shall be responsible for any loss or damage to goods or property of the Client and/or individual guests unless caused by the negligence of the College or the College's breach of this Agreement.

The College shall not be liable for:

- any inconvenience or loss caused as a result of a cancellation; it is essential that Clients check their personal and/or travel insurance covers such losses;
- the death or injury to any person, except where it is not lawful to exclude or limit liability for such death or injury including where such death or injury is due to the negligence of the College;
- Any indirect or consequential losses or claims, demands, actions, proceedings, damages, costs or other liability incurred in connection with the Individual Booking; or
- Any inconvenience or loss caused as a result of cancellation or termination under clause 3.

The liability of the College shall be limited to an amount equal to 1.25 times the deposit or fee paid as the case may be.

Nothing in these terms excludes or limits in any way the College's liability to the Client for death or personal injury arising from the College's negligence, fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for the College to exclude or limit (or attempt to exclude or limit) its liability.

The Client shall pay reasonable compensation to the College for all costs, claims, expenses, demands, charges, liabilities, damages and losses of any description and legal and other fees incurred by the College arising out of and in connection with the Client's hiring of/use of the College's facilities hired under these terms and conditions.

5. Events outside our control

The College will not be in breach of these terms and conditions or otherwise liable to the Client in any manner whatsoever (including negligence) for any failure or delay in performing its obligations under this Agreement due to any act, event, omission or accident beyond the reasonable control of the College, including but not limited to strikes, lockouts or other industrial disputes (whether involving the workforce of the College, its contractors, agents or otherwise), protest, act of God, war, national emergency, an act (or threatened act) of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, breakdown of plant or machinery, fire, explosion, leak, flood or storm, epidemic or default of suppliers or subcontractors).

In the event that due to an event outside the College's control the College (in its opinion) is unable wholly or substantially to perform its obligations to a Client, the College will promptly notify the Client accordingly and will refund any deposit(s) or pre-payments made.

6. Health & Safety

Details of emergency procedures are displayed in all bedrooms. It is the responsibility of the Client to ensure that all guests are familiar with the emergency instructions relating to the building(s) they are using. If the fire alarm sounds guests must vacate the building using the nearest designated fire exit, move to the assembly point and remain there until instructed to re-enter the building.

Lifts are not to be used during emergency evacuations.

With the exception of a trained assistance dog, for which written authorisation has been obtained in advance from the College, Clients and individual guests may not bring to/keep any animal in the College buildings or grounds.

Smoking is not permitted in any College buildings/internal areas of the College. Smoking within the College grounds is not permitted except in areas designated for this purpose.

Hazardous, dangerous and/or illegal items/substances must not be brought onto College premises under any circumstances.

7. Notice

King's Venues are responsible for overseeing the College's individual guest and small group bookings. All communications from the Client to King's Venues must be made using the following details:

Post: King's Venues, Room 4.01, East Wing, Strand Campus, The Strand London WC2R 2LS;

Email: stopover@kcl.ac.uk; and/or

Telephone (where written notice is not required): 020 7848 1700 Option 3

The College may send written communications to the Client by post or by email to either the email address or postal address the Client specifies on the Booking Contract.

8. Anti-Bribery and Anti-Corruption

The College take their responsibilities in the areas of anti-bribery and anti-corruption very seriously. Accordingly, the Client must at all times:

- comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- comply with the College's anti-bribery and anti-corruption policies as updated from time to time (current versions of which are available from www.kcl.ac.uk/policyzone); and
- promptly report to the College any request or demand for any undue financial or other advantage of any kind received by the Client or by any of the Client's staff in connection with the Client's Agreement with the College (whether before or after the Agreement was entered into).

Any breach by the Client of their obligations under this clause 8 shall entitle the College to immediately cancel the Individual Booking and terminate the Agreement in accordance with clause 3.

9. General

Unless alternative arrangements have been made with the Residence Office guests may check-in after 15:00 on the day of arrival.

Guests must vacate and check-out of their rooms by 10:00 on the day of departure, unless alternative arrangements have been made with Residence Office. For any room that is not vacated on time the College reserves the right to charge the Client for a further night's accommodation. All room keys must be returned by the guest upon departure from the College. The Client will be liable for a charge of £30 for every key not returned.

There are no curfews at the residences, but all guests are requested to respect the quiet hours between 23:00 and 08:00. Failure to comply may result in the Residence asking the guests to leave College premises and seek alternative accommodation.

Rooms as stated in the current quoted tariffs are for single or twin occupancy only. No additional overnight guests can be accommodated in bedrooms.

The Client shall be responsible for any wilful or negligent loss and/or damage to College furniture and equipment, including cleaning costs arising from smoking and other unauthorised behaviour. Furniture and equipment has been inventoried and must not be removed from or transferred between rooms.

Guests/delegates must conduct themselves in a responsible manner with due consideration to other guests/delegates, member of College staff or their agent, visitors or members of the public and must refrain from any behaviour which would bring the College into disrepute or cause discomfort or risk to others. The College is a busy working environment with teaching, learning and research taking place year-round and guests/delegates are asked to respect this.

10. Miscellaneous

The failure of either party to exercise any rights under these terms and conditions shall not be deemed to be a waiver of that right.

No other person other than the Client or College shall have the right to enforce any term of these conditions.

This Agreement shall be governed by and construed in accordance with English Law and the English courts shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement. If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the Agreement to give effect to the stricken clause to the maximum extent possible.

**King's Venues
King's College London
January 2020**