



General Booking Terms and Conditions

This Contract (as defined below) sets out the terms and conditions under which we will provide the services, facilities and/or accommodation as specified in the Booking Contract (as defined below) to you.

By “you” or “your” we mean the “Client” as defined below.

By “us” and “we” we mean The University of Edinburgh Hospitality & Events Collection, being the trading name of UoE Accommodation Limited (UOEAL), a wholly-owned subsidiary of the University of Edinburgh registered in Scotland under Company number SC155192 and having its registered office at Charles Stewart House, University of Edinburgh, 9 – 16 Chambers Street, Edinburgh, EH1 1HT (“The University of Edinburgh Hospitality & Events Collection”).

Part 1 - General Booking Terms and Conditions

Part 1 of these Conditions apply to all Contracts entered into under these Conditions.

Meaning of terms

In this Contract (unless the Contract otherwise requires), the following words shall have the following meanings:

Accommodation Guaranteed Number means the total number of room nights booked and subsequently confirmed by the Client.

Accommodation Price means the total price payable by the Client for accommodation as specified in the Booking Contract.

Arrival Date is the first night upon which any accommodation linked to the Booking is scheduled to be taken up.

Booking means the request and confirmation of the booking by the Client, including but not limited to booking of the facilities, accommodation and services and/or the Event.

Booking Contract means the Booking Contract signed by the parties which sets out specific details of the booking by the Client as agreed by The University of Edinburgh Hospitality & Events Collection.

Client means any natural person, corporate or unincorporated body (whether or not having separate legal personality) contracting for the use of accommodation, facilities services and/or an Event.

Commencement Date is the date on which the Contract shall come into effect upon receipt by The University of Edinburgh Hospitality & Events Collection of a signed contract from the Client or on the first date on which The University of Edinburgh Hospitality & Events Collection provides the Service, whichever is the earlier.

Conditions means these terms and conditions, as amended from time to time by The University of Edinburgh Hospitality & Events Collection.

Contract means these Conditions and the Booking Contract.

Event means the occasion for which the facilities, accommodation and/or services specified in the Booking Contract are required.

Event Manager means the Event Manager specified in the Booking Contract, or an appointed alternative.

Event Minimum Guaranteed Number means the number of guests/delegates for the Event and/or accommodation as specified in the Contract.

Event Price means the total price payable by the Client for the Event as specified in the Booking Contract.

Price means the Event Price and the Accommodation Price specified in the Booking Contract.

1. In this Contract the following rules apply:
 - a. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under the statute or statutory provision, as amended or re-enacted;
 - b. any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - c. a reference to “writing” or “written” includes faxes and emails.



Booking

2. The Booking constitutes an offer by the Client to purchase the relevant services, facilities and/or accommodation specified in the Booking Contract in accordance with these Conditions. The Client shall ensure that the terms and specifications in the Booking are complete and accurate.
3. For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with, or referred to in the Booking shall not govern the Contract and these Conditions shall prevail over any other conditions previously published by The University of Edinburgh Hospitality & Events Collection in respect of the Booking and these Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
4. The Contract shall come into effect upon receipt by The University of Edinburgh Hospitality & Events Collection of a signed contract from the Client or on the first date on which The University of Edinburgh Hospitality & Events Collection provides the services, whichever is the earlier (the Commencement Date). Notwithstanding the foregoing, The University of Edinburgh Hospitality & Events Collection reserves the right to refuse to supply any services until such time as it has received a signed contract from the Client and it has received any deposit payable under this Contract.

Liability - Please read carefully

5. Subject to clause 7, the entire liability of The University of Edinburgh Hospitality & Events Collection in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited to an amount equal to the Price.
6. Subject to clause 7, the liability of The University of Edinburgh Hospitality & Events Collection in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, will not extend to any special, indirect or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Client has advised The University of Edinburgh Hospitality & Events Collection of the possibility of those losses, or if they were within The University of Edinburgh Hospitality & Events Collection's contemplation.
7. Nothing in these conditions shall operate to exclude or restrict either party's liability for:
 - a. death or personal injury resulting from negligence;
 - b. fraud or deceit.
8. The Client shall indemnify, keep indemnified and hold The University of Edinburgh Hospitality & Events Collection harmless from and against all claims, actions, damages, liabilities and costs (including professional fees) which may be brought against or incurred or suffered by The University of Edinburgh Hospitality & Events Collection, its employees or agents in connection with the Service which arise as a result of or due to the actions, omissions, or negligence of the Client, its employees or agents or others whom it is responsible, or any delegate or guest of the Client.
9. The University of Edinburgh Hospitality & Events Collection gives notice that all arrangements for transport and conveyance, or for any other services, are made by them as agents, upon the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity howsoever caused which might occur due to the act, omission fault or negligence of any suppliers or subcontractors engaged in carrying out contracted arrangements for the Client.
10. The Client shall effect and maintain adequate insurance cover (including professional indemnity insurance and event and public liability insurance) to cover all liabilities under the Contract, with a reputable insurer approved by The University of Edinburgh Hospitality & Events Collection and shall, on The University of Edinburgh Hospitality & Events Collection's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
11. Should any delegates/guests of, or third parties employed by, the Client behave in a manner that is considered unacceptable to The University of Edinburgh Hospitality & Events Collection, then The University of Edinburgh Hospitality & Events Collection 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.
12. The Client shall pay for the cost of repairing any damage caused to the property, contents or grounds of The University of Edinburgh Hospitality & Events Collection or the University of Edinburgh by the Client, its guests or third parties employed by the Client in connection with the event.
13. The Client shall not (and ensure that all guests/delegates and third parties employed do not) use the name, logo or any details of The University of Edinburgh Hospitality & Events Collection or the University of Edinburgh for any matter, or permit external food or beverage to be brought into premises operated by The University of Edinburgh Hospitality & Events Collection, without the prior written approval of The University of Edinburgh Hospitality & Events Collection.
14. 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 The



University of Edinburgh Hospitality & Events Collection without the prior written approval of The University of Edinburgh Hospitality & Events Collection and any public authority (where necessary).

Cancellation/reduction

By The University of Edinburgh Hospitality & Events Collection:

15. The University of Edinburgh Hospitality & Events Collection reserves the right to cancel the Event or the facilities, accommodation and/or services (or any part thereof) if:
 - a. the Client fails to adhere to any of these Conditions;
 - b. in the opinion of The University of Edinburgh Hospitality & Events Collection, there has been a significant change in the Client's contracted booking (e.g. reduction in days/accommodation);
 - c. the Client is insolvent or The University of Edinburgh Hospitality & Events Collection has reasonable grounds for anticipating the same;
 - d. The University of Edinburgh Hospitality & Events Collection is not satisfied with the Client's credit status;
 - e. in the opinion of The University of Edinburgh Hospitality & Events Collection, the Event might prejudice the reputation of The University of Edinburgh Hospitality & Events Collection or the University of Edinburgh;
 - f. if any or part of the University facilities are closed or damaged due to circumstances beyond its reasonable control;
 - g. The University of Edinburgh Hospitality & Events Collection is requested to cancel the Event by any government or other authority.

By the Client:

16. If you wish to cancel this Contract or any part of it for any reason (other than where The University of Edinburgh Hospitality & Events Collection has failed to perform its obligations under this contract to the extent that it has had a detrimental impact on you and the overall performance of the Contract) The University of Edinburgh Hospitality & Events Collection will have the right to require you to pay a cancellation charge. The cancellation charge applied will vary on a case-by-case basis and will be reasonable and proportionate to the costs and losses incurred by The University of Edinburgh Hospitality & Events Collection as a result of your decision to cancel.
17. We will try to minimise the cancellation charges payable by cancelling third party contracts where we are able to do so and by re-advertising any accommodation or event space booked by you under the Contract. However, where we are unable to obtain any alternative bookings up to the value of your booking or have made non-cancellable commitments to third parties (such as caterers, suppliers and agency staff) we shall be entitled to charge you for these non-recoverable costs and losses. In addition to this, we shall be entitled to charge you for the management time incurred by us in connection with the organisation of your Booking.
18. In order to give you an indication of the cancellation charges that will be applied if you decide to cancel this Contract (or any part of it), we have set out what we deem to be a reasonable pre-estimate of the costs and loss incurred by us:
 - a. if cancelled 180-121 days prior to the Event, 10% of the relevant total price (less any non-refundable deposit payable);
 - b. if cancelled 120-91 days prior to the Event, 15% of the relevant total price (less any non-refundable deposit payable);
 - c. if cancelled 90-11 days prior to the Event, 50% of the relevant total price (less any non-refundable deposit payable);
 - d. if cancelled less than 10 days prior to the Event, 90% of the relevant total price (less any non-refundable deposit payable).
19. On receipt of your notification that you wish to cancel this Contract (or any part thereof), we will provide you with written notification of the total applicable cancellation charges. Where you have already paid us under the Contract, we will retain the sums notified to you and provide you with a refund of any costs or losses that we are able to recover (for example, by re-booking the venue). Where you have not paid us a sum equal to the cancellation charges, we will invoice you for the balance due.
20. If you pay the balance and we subsequently manage to recover some costs, for example, by re-booking the venue, we will notify you in writing and provide you with a refund.

Security

21. Unless specific arrangements are made with The University of Edinburgh Hospitality & Events Collection, The University of Edinburgh Hospitality & Events Collection 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).



Privacy policy: how we use information about you

22. The University of Edinburgh Hospitality & Events Collection, a division of UOE Accommodation Ltd which is a wholly owned subsidiary of The University of Edinburgh, holds name and contact details about anyone who applies for, is offered and who enters into a contract for our commercial services and products; including hotel and self-catered accommodation, conferences and events, weddings, and catering services.
23. We use the information about you:
 - a. because it is necessary to administer your bookings, to generate contract(s) between us and to communicate with you about your bookings (contract);
 - b. only when agreed by you on an opt-in basis, we can provide you with information about our products and services and can gather feedback information from you to better inform operational and strategic planning needs (consent);
 - c. to comply with UK immigration legislation, registration cards should be completed for anyone who is staying in our accommodation and who is over 16 years of age; the information required consisting of name and, as required, all or some of all or some of address, contact details, nationality and passport number (legal obligation).
24. The University of Edinburgh Hospitality & Events Collection uses an external company that provides us with hosted website services but which does not store personal data; The University of Edinburgh Hospitality & Events Collection remains responsible for the information and will ensure it is kept securely.
25. We will not share your data with any other third party unless there is a legal obligation to do so.
26. For reasons of financial compliance, we will hold the personal data you provided us for a maximum of 7 years (the current year plus 6 previous years), but we anonymise and archive all personal data unless you have specifically opted in to agree to us using this data for marketing purposes.
27. For further information, see our website at www.edinburghfirst.co.uk/privacy-and-cookie-policy/

Fire, health and safety

28. 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).
29. The Client shall ensure that any materials brought into The University of Edinburgh Hospitality & Events Collection 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.
30. All electrical contractors must be NICEIC, EEA or IEE registered and the Client shall provide The University of Edinburgh Hospitality & Events Collection with written evidence of this if so requested by The University of Edinburgh Hospitality & Events Collection.
31. The Client shall provide The University of Edinburgh Hospitality & Events Collection with a list of names of all visiting contractors and third parties if requested by The University of Edinburgh Hospitality & Events Collection.
32. The University of Edinburgh Hospitality & Events Collection 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.
33. The Client shall obtain the written approval from The University of Edinburgh Hospitality & Events Collection 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.

General

34. The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by The University of Edinburgh Hospitality & Events Collection, its employees, agents, consultants or subcontractors and any other confidential information concerning The University of Edinburgh Hospitality & Events Collection's business or its products which the Client may obtain.



35. In consideration of the provision of the Services, accommodation, facilities etc. to be provided under this Contract the Client hereby agrees to pay the Price to The University of Edinburgh Hospitality & Events Collection together with any VAT eligible in respect thereof at the prevailing rate at the tax point date.
36. The Client shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
37. 'Force Majeure' means any circumstance beyond the control of The University of Edinburgh Hospitality & Events Collection including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, failure of energy sources or transport network, 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, non-performance or delays by suppliers or materials shortages.

Subject to clause 68, if The University of Edinburgh Hospitality & Events Collection is prevented or hindered from hosting the event by a Force Majeure event, The University of Edinburgh Hospitality & Events Collection may, at its sole option and without being liable for any loss or damage suffered by the Client or any delegates or guests, relocate the event to another location or terminate the Contract forthwith by giving notice to that effect to the Client.

38. The University of Edinburgh Hospitality & Events Collection shall not be liable to the other of loss or damages arising from prevention or delay in performance of this Contract where same is a result of Force Majeure. For the avoidance of doubt, nothing shall excuse the Client from any payment obligations under the Contract.
39. If The University of Edinburgh Hospitality & Events Collection is prevented or hindered from hosting the event by a Force Majeure event, The University of Edinburgh Hospitality & Events Collection may, at its sole option and without being liable for any loss or damage suffered by the Client or any delegates or guests, relocate the event to another location or terminate the Contract forthwith by giving notice to that effect to the Client.
40. The benefit of this Contract may not be assigned by the Client without the prior written consent of The University of Edinburgh Hospitality & Events Collection.
41. This Contract and any document referred to herein represent the whole understanding of the parties with regard to the subject matter hereof. Each and every provision in this Contract shall be read (where possible) as entirely independent and severable from the other or others. In all cases where a provision of this Contract is reducible, invalid or unenforceable in terms of any legislation or other legal authority, such provision shall not affect the validity of the remaining portion of this Contract which shall remain in force and effect.
42. No variation or alteration of any of these Terms and Conditions shall be effective unless it is in writing and signed by or on behalf of each party.
43. Scottish law shall govern this Contract and the parties to this Contract submit to the exclusive jurisdiction of the Scottish courts.

Part 2 – Group Accommodation Booking Terms and Conditions

Part 2 of these Conditions apply to all Contracts entered into whereby the Client is booking accommodation.

Booking numbers and guest details

44. The Client will be due to pay for the Accommodation Guaranteed Number of room nights originally contracted with The University of Edinburgh Hospitality & Events Collection. Any reductions in the Accommodation Guaranteed Number, duration or the Accommodation Price will be subject to The University of Edinburgh Hospitality & Events Collection's cancellation policy as set out in clauses 15 to 20 subject only to the provisions of clause 39.
45. Up to 30 days prior to the first arrival date, the Accommodation Guaranteed Number may be reduced by up to 10% without penalty.
46. The Client shall provide The University of Edinburgh Hospitality & Events Collection with a written rooming list providing details of guests/delegates for overnight accommodation at least 14 days prior to the Arrival Date.
47. If you are a Client arranging this booking as an agent on behalf of a group of guests, we will require you to provide the full name and nationality of all guests over the age of 16. If the guests are not resident in the UK, nor from Britain, Ireland or Commonwealth countries, the Client is required to provide, on behalf of all guests, passport number and place of issue (or other document showing their identity and nationality), as well as details of their next destination (including the address, if known) The Client's responsibilities as data processor on behalf of The University are set out in the attached Data Processing Agreement which should be signed and returned along with this booking contract.



Room availability

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

Payment terms and credit accounts

49. 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.
50. For all other bookings:
- the Client shall pay the Accommodation Price in pounds sterling and within 14 days of the date of the relevant invoice or request for payment;
 - the Client shall pay to The University of Edinburgh Hospitality & Events Collection 50% of the Accommodation Price, to be received by The University of Edinburgh Hospitality & Events Collection no later than 90 days prior to the Arrival Date;
 - the Client shall then pay 50% or the balance, whichever is the greater, to be received by The University of Edinburgh Hospitality & Events Collection no later than 30 days before the Arrival Date;
 - bookings made less than 45 days prior to the Arrival Date will require payment of the full balance immediately. Notwithstanding the terms of clause 4, The University of Edinburgh Hospitality & Events Collection will not regard the Booking as confirmed until such payment has been made;
 - if the Client fails to pay any amount due under the Contract on the due date, The University of Edinburgh Hospitality & Events Collection may charge interest at an annual rate of 3% above the base rate for the time being of Royal Bank of Scotland plc for the period from the due date up to and including the date of receipt;
 - all payments by the Client to The University of Edinburgh Hospitality & Events Collection shall be made without deduction or set off.

Part 3 – Event Booking Terms and Conditions

Part 3 of these Conditions apply to all Contracts entered into whereby the Client is booking facilities and/or an Event.

Event numbers and delegate/guest details

51. The Client shall confirm final numbers for the Event to the Event Manager no later than five working days prior to commencement of the Event. If final numbers are less than that permitted under clause 52 then a cancellation charge will apply. If final numbers increase over those previously communicated to the Events Manager, the Client will be charged accordingly.
52. The Event 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 The University of Edinburgh Hospitality & Events Collection's cancellation policy as set out in clauses 15 to 20.
53. Up to 30 days prior to the start of the Event, the Event Minimum Guaranteed Number may be reduced without penalty by up to 10%.
54. Should the number of delegates/guests attending the Event significantly increase or decrease then The University of Edinburgh Hospitality & Events Collection 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.
55. Should alternative facilities not be available for the relocation of an Event where numbers have significantly reduced or increased, then The University of Edinburgh Hospitality & Events Collection reserves the right to charge the Client for the Event Minimum Guaranteed Number last notified by the Client to The University of Edinburgh Hospitality & Events Collection and before the significant reduction/increase.
56. 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.

Room availability

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



58. Other rooms booked for the Event are available from the times specified in the Contract.
59. If a particular room, which has been booked by the Client, is unavailable on the required dates, The University of Edinburgh Hospitality & Events Collection reserves the right (without liability) to relocate the event to an alternative room of a similar standard.

Outside and third party contractors

60. The University of Edinburgh Hospitality & Events Collection 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.
61. 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), The University of Edinburgh Hospitality & Events Collection rules and regulations and any reasonable requests by The University of Edinburgh Hospitality & Events Collection.
62. The Client shall ensure that these Conditions are brought to the attention of all third parties employed in connection with the Event and the Client shall indemnify The University of Edinburgh Hospitality & Events Collection for any breach of these Conditions but any third parties employed in connection with the Event.

Payment terms and credit accounts

63. For all Bookings by Clients who are part of the University of Edinburgh:
 - a. the Client shall, within 14 days of the date of the relevant invoice or request for payment, pass for payment, in pounds sterling, the Event Price due under the Contract;
 - b. the Client shall notify The University of Edinburgh Hospitality & Events Collection of any disputed amounts within five 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;
 - c. all payments by the Client to The University of Edinburgh Hospitality & Events Collection shall be made without deduction or set off;
 - d. where the Event booked is a Wedding or is related to a Wedding or a private event, then the Client shall pay to The University of Edinburgh Hospitality & Events Collection a non-refundable deposit of £300; notwithstanding the terms of clause 4, the Booking will not be considered as confirmed until that deposit has been received by The University of Edinburgh Hospitality & Events Collection. The remaining balance of the Event Price will be due at least 42 days prior to the Event date.
64. For all other bookings:
 - a. 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;
 - b. 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 The University of Edinburgh Hospitality & Events Collection. For the avoidance of doubt, credit accounts are given at the absolute discretion of The University of Edinburgh Hospitality & Events Collection and such facilities may be withdrawn or amended at any time by The University of Edinburgh Hospitality & Events Collection;
 - c. if the Client is an approved credit account customer of The University of Edinburgh Hospitality & Events Collection, the Client shall pay a deposit of 50% of the Event Price 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.
65. If the Client is not an approved credit account customer of The University of Edinburgh Hospitality & Events Collection, the following provisions apply:
 - a. the Client shall pay the full Event Price and any additional costs incurred by The University of Edinburgh Hospitality & Events Collection in connection with the Event at least 42 days before the date of the Event;
 - b. the Client shall provide The University of Edinburgh Hospitality & Events Collection with credit card details at least seven days before the Event to cover the cost of any additional charges that may be incurred;
 - c. should the Event Price increase after the payment has been received, The University of Edinburgh Hospitality & Events Collection may require an additional sum be paid prior to the Event;
 - d. if the Client fails to pay any amount due under the Contract on the due date, The University of Edinburgh Hospitality & Events Collection may charge interest at an annual rate of 3% above the base rate for the time being of the Royal Bank of Scotland plc for the period from the due date up to and including the date of receipt;



- e. the Client shall notify The University of Edinburgh Hospitality & Events Collection of any disputed amounts within five 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;
- f. all payments by the Client to The University of Edinburgh Hospitality & Events Collection shall be made without deduction or set off;
- g. where the Event booked is a Wedding or is related to a Wedding or a private event, then the Client shall pay to The University of Edinburgh Hospitality & Events Collection a non-refundable deposit of £500; notwithstanding the terms of clause 4, the Booking will not be considered as confirmed until that deposit has been received by The University of Edinburgh Hospitality & Events Collection. The remaining balance of the Event will be due at least 21 days prior to the Event date.

Licenses

- 66. The University of Edinburgh Hospitality & Events Collection shall be responsible for applying for any additional licenses, 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. This excludes the application for wedding (AP1) and public entertainment licenses which need to be obtained by the Client.
- 67. The Client shall (and shall procure that all third parties employed by the Client) comply with the terms of all licenses, consents and permits (including any conditions attached thereto) and any decision or recommendation by the licensing officer or other licensing or entertainment authority.
- 68. Where a Force Majeure event results in the UK or Scottish Government imposing restrictions:
 - a. which would make holding the Event unlawful (in which case The University of Edinburgh Hospitality & Events Collection will notify the Client as soon as reasonably practicable);
 - b. which would make holding the Event at the planned capacity unlawful (in which case The University of Edinburgh Hospitality & Events Collection will notify the Client as soon as reasonably practicable); or
 - c. on inbound travel which the Client can demonstrate will prevent over 50% of delegates from attending the Event (in which case the Client will notify The University of Edinburgh Hospitality & Events Collection as soon as reasonably practicable);

The Client may, within 6 months of such notification being received or given (as applicable), choose to postpone the Event for up to two years (such rescheduled date to be agreed between the Parties within that two year period and the provisions of clause 39 shall not apply. In the event the Client does not exercise its right to postpone the Event in accordance with this clause 68, the provisions of clauses 38 and 39 shall apply.