



St Mary's
University
Twickenham
London

TERMS AND CONDITIONS

FOR

STRAWBERRY HILL ENTERPRISES LTD

Strawberry Hill Enterprises Ltd is a trading subsidiary of St Mary's University, Twickenham

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TERMS AND CONDITIONS 2017

1. BACKGROUND

These Terms and Conditions apply to all conference and event venue hire at St Mary's University, Twickenham ("the University") including accommodation, facility hire, the Waldegrave Suite, the Student Union Hall/Lounge the University Bar, and The Exchange.

Please note the University does not host 18th or 21st birthday parties.

2. DEFINITIONS AND INTERPRETATION

The following definitions shall apply in these Terms and Conditions:

'the University' shall mean St Mary's University, Twickenham and its wholly owned trading subsidiary Strawberry Hill Enterprises Ltd including all activity carried out under the trading name of "Strawberry Hill Conferences and Banqueting".

'the Client' shall mean the organisation, company, person or persons hiring a venue from the University. If a booking is made on behalf of a society by an authorised person the society (and all its current and future members) is/are considered to be 'the Client' and is/are liable for the terms of any hire under these Terms and Conditions.

'Accommodation' means the hire of a furnished bedroom.

'the Event' means the conference, meeting, party, function, or other form of gathering for which the facilities and/or services at the University is booked.

'Related Services' includes catering and any other service incidental to the Event and/or Accommodation.

'The Guest' means the person/s attending the Event or using Accommodation.

3. BOOKINGS

PROVISIONAL BOOKINGS

3.1 A provisional booking may be held for the Client for a 14 day period during which time the booking can be cancelled by the Client without penalty.

3.2 The University reserves the right to automatically release the booking if it is not confirmed by the Client following the 14 day period.

CONFIRMED BOOKINGS

3.3 A booking will be regarded as confirmed and these Terms and Conditions deemed accepted by the Client once a booking contract has been signed and returned to the University and the University has acknowledged receipt.

4. PAYMENT/DEPOSIT/CANCELLATION

DEPOSIT

- 4.1 Upon receipt of the signed booking contract by the University, a non-refundable deposit of 50% of the total hire cost, as stated on the booking contract, will become immediately payable by the Client.
- 4.2 The deposit amount will be deducted from the final invoice for the outstanding balance of the booking.

PAYMENT

- 4.3 The final invoice will be sent to the Client and will become payable one month prior to the Event.
- 4.4 Any outstanding balance of the booking, e.g. due to differences in final numbers, will be sent to the Client following the Event for payment by return within 14 days.
- 4.5 Prices quoted include VAT at the standard rate and are subject to change should this rate vary.

CANCELLATION

- 4.6 Once a booking has been confirmed, any cancellation by the Client must be made, in writing, to Strawberry Hill Conferences and Banqueting. In the event of cancellation by the Client, the following cancellation charges shall apply:
- (a) Bookings under £1,000
 - 0-7 days before the date of the Event – **50% room hire payable**
 - 8-21 days before the date of the Event – **25% room hire payable**
 - 22 days + before the date of the Event - **fully refundable (less non-refundable deposit)**
 - (b) Bookings over £1,000
 - 0-7 days before the date of the Event – **100% room hire payable**
 - 15-30 days before the date of the Event – **75% room hire payable**
 - 1-2 months before the date of the Event – **50% room hire payable**
 - 2 months + before the date of the Event - **25% room hire payable**
- 4.7 Any cancellation charges above at clause 4.7 will be invoiced to the Client and must be paid within 30 days.
- 4.8 The University may cancel a booking with immediate effect where:
- (a) it has not received the Client's deposit pursuant to clause 4.1;
 - (b) the Client has a petition presented for its winding up or for an administration order to be made against it, has a receiver, manager or administrative receiver appointed over all or any part of its assets, is made bankrupt, enters into any arrangement or composition with its creditors or enters into any comparable insolvency procedure in any jurisdiction;

- (c) the University, (or parts thereof), is closed due to fire, dispute with employees or by order of any public authority; and
- (d) the University feels there is a significant risk (and such risk cannot be mitigated) arising from the Prevent duty to ensure that events which take place on its premises are in line with the Counter-Terrorism and Security Act 2015.

1.9 The University cannot accept liability for any inconvenience or loss caused to the Client as a consequence of cancellation by either the University or by the Client.

5. CATERING/BAR

CATERING

- 5.1 The University offers in-house catering for all Events. The University offers various menus which range from crisps and nuts, canapés, buffet and fine dining. External catering providers may only be engaged by the Client if prior permission has been granted by the University and in accordance with clause 9 below.
- 5.2 Allergies and special diets can usually be catered for – the University will need to know final numbers for special diets and allergies at least two weeks in advance of the Event. (However, when choosing your menus the University recommends you avoid any dishes you know your guests are allergic to, due to the risk of cross contamination).
- 5.3 The University does not allow food (except a celebration cake and in accordance with clause 5.1 above) to be brought onto the premises by the Client.
- 5.4 The Client must advise the University of any catering requirements for entertainers, musicians, etc., at least two weeks before the Event.

BARS

- 5.5 The bars can operate on a bar tab or as a pay bar. If it is to be operated on a bar tab, please advise the University of any limits. For drinks served 'on tab' during a drinks reception and/or meal the University requires an estimate of the number of bottles/drinks required. Wines of the same or a cheaper price may be substituted on the day according to Guests preferences (e.g. if white wine is preferred to red) but the stated tab limit on your booking contract will not be exceeded without written permission from the Client.
- 5.6 At the University's discretion, bottles of wine ordered but unopened will not be charged for.
- 5.7 Please note there is a mandatory bar spend of £500.00 and there is a mandatory corkage charge for all drinks brought onto the premises. Corkage is currently £8 per 75cl bottle of still wine and £10 per bottle of sparkling wine or champagne. This clause does not apply to The Exchange.
- 5.8 It is an offence to allow children under the age of 16 in the venue when the primary purpose is the sale of alcohol. For example, children are allowed access to the bar area for family celebrations with food service. Children under 16 must be accompanied by an adult at all times and may not approach the bar service area. The following is not permitted:

- (a) to allow an unaccompanied child under 16 in the premises between 00:00 and 05:00 am where alcohol is available for sale/consumption;

- (b) for anyone to supply alcohol to a child under 16; and
- (c) for a child under 18 to buy or attempt to buy alcohol.

5.9 For parties where teenagers are present, alcohol will only be served for consumption by those who can provide ID. If the University staff consider that those below the legal age for alcohol consumption are drinking alcohol then the University reserves the right to ask those concerned to leave the premises.

6. SAFEGUARDING

6.1 The Client is responsible for ensuring that all safeguarding measures are in place for an Event where Guests are under the age of 18 years and that the appropriate consent has been obtained from the parent or guardian for such Guests to attend prior to the Event.

6.2 The University's Safeguarding Policy must be adhered to by the Client, its Guests and any third party suppliers.

7. INSURANCE

7.1 The Client is required to hold adequate Employers/Public Liability Insurance and will provide proof of the same prior to the date scheduled for the Event. The Client is also responsible, in accordance with clause 9.6 below, for ensuring that any third party provider engaged by the Client has appropriate and valid Employers/Public Liability insurance.

8. HEALTH AND SAFETY PROCEDURES

8.1 The Client must take all reasonable care for their own health and safety, and for the health and safety of others who may be affected by their actions, omissions, or the use of equipment. The Client and its Guests must comply with all relevant health and safety policies of the University.

8.2 In case of emergencies there is 24 hour security cover based at the Main Reception of the University.

8.3 Public events may require a duty manager (for which there may be a separate fee). For events where a separate duty manager is not required please follow the advice of the University's Security Personnel.

8.4 For events with a duty manager, their role is to ensure not only that the event runs as smoothly as possible, but also that relevant health and safety and licensing guidelines are followed. Therefore please follow their advice during the event.

8.5 No smoking (including e-cigarettes) is permitted inside any of the University's buildings. Guests can use the designated smoking areas nearby.

8.6 No substances that may cause damage to the walls or floor are permitted by the University.

8.7 In the case of the need for evacuation of the premises please follow the advice of the University's security personnel or duty manager.

9. THIRD PARTY PROVIDERS

- 9.1 The University's prior written consent must be obtained for any entertainment or services (including catering) to be supplied for the Event by a third party supplier. Any such services must comply with all statutory codes and regulations.
- 9.2 The University reserves the right to object to the Client's use of any third party supplier it reasonably considers to be unsuitable and further reserves the right to require or undertake their removal from the University's premises.
- 9.3 The Client must ensure that any third party supplier submits a risk assessment and (where appropriate) a method statement in relation to the event/activity/service/performance. This must be provided to the University at least 7 days before the Event.
- 9.4 It shall be the Client's responsibility to ensure that, where applicable, Performing Rights Society forms and Phonographic Performance Limited forms are completed by any band, musicians or electrical contractors with whom you have entered into a contract in respect of the Event.
- 9.5 All equipment used by such discos, bands and musicians must have a current Portable Appliance Test (PAT) certificate(s) and a copy, if requested, must be shown to the University.
- 9.6 The Client must ensure that all third party providers, have valid and appropriate, Public Liability and/or Employers Liability Insurance, and a copy, if requested, must be provided to the University. The Client acknowledges and accepts that the University will not be responsible or liable for any of the services provided (including any food) by the Client or its nominated supplier, to its Guests.
- 9.7 All Events must comply with the University's "Noise Management Plan". A copy of this will be provided.

10. SECURITY

- 10.1 In accordance with the Security Industry Authority ("SIA") recommendations, the University can arrange security professionals for relevant events in accordance with the following (please note there will be an additional charge for this service):-
- 100-199 guests – 2 doormen
 - 200-299 guests – 3 doormen
 - 300 guests – 4 doormen
 - 600 guests – 8 doormen
 - 900 guests – 12 doormen
- 10.2 The above levels are advised by the SIA however if the event continues after 11pm then the levels are mandatory. The University can provide further advice in this respect.

11. STATE OF VENUE/PREMISES

- 11.1 The Client may not use the venue and premises except for the purpose of preparing and holding the Event described on the booking contract. Only members of the Client's organisation and their bona fide Guests may attend the event and the Client is required to restrict the number of persons attending to the number specified on the booking contract.
- 11.2 The Client will ensure that good order is kept at the Venue at all times during the Event, and the University reserves the right to halt any event not properly conducted. Right of entry is reserved to any authorised member of the University who may also request the Client to remove any individual causing a disturbance.
- 11.3 The Client will leave the premises in a clean and orderly state and in as good condition as they were prior to use. The Client will, on demand, be invoiced and pay any cost incurred for additional cleaning or works required as a result of failure by the Client to comply with its obligations under these Terms and Conditions.
- 11.4 The Client will not bring into, set up on, or attach to the premises any fittings, decorations, furnishings, equipment or additional lights, or make any extensions to the electrical installations of the premises without the prior written consent of the University. Any such additions to the premises must be made safe in all respects and must be fire proofed, and are to be removed immediately after the conclusion of the event.
- 11.5 No bolts, nails, tacks, screws, or other such objects may be used by the Client, without the consent of the University. The Client will not cause, or permit any damage to be done to the premises or to any fittings therein. The cost of any damage (including accidental damage) caused by the act or neglect of the Client, or their agents, must be met by the Client.
- 11.6 Directional signage is only to be placed in designated areas. Any other promotional materials, posters etc. are not permitted without approval.
- 11.7 The University cannot accept responsibility for any loss of, damage to, the personal property or vehicles of the Client and their Guests.

12. AUDIO VISUAL EQUIPMENT AND COMPUTER ACCESS

- 12.1 All Room Hires include Audio Visual Equipment of a Data Projector, Screen, DVD player, amplifier and computer unless stated otherwise. Flipcharts and markers can be arranged upon request, subject to availability and sufficient notice.
- 12.2 Free Wi-Fi Internet access is available for Guests/delegates on the main campus, within the Halls of Residence via a wireless access point and at The Exchange.
- 12.3 Guests who require use of University computers and server for teaching purposes must supply their names two weeks in advance so that arrangements can be made to supply the appropriate codes.

13. CAR PARKING

- 13.1 Limited car-parking is available on the Campus but generally up to 10 spaces can be reserved for conference parties subject to availability. There is limited parking available at The Exchange and parking is subject to availability.
- 13.2 During weekdays on campus and everyday at The Exchange, restrictions currently apply and clamping/ticketing is in operation. Please note that this parking information may be subject to change.

14. USE OF LOGO

- 14.1 Organisations must approach the University prior to any use of our logo when advertising their Event. All materials using the University's Trade Marks must be approved by the marketing department of the University, in writing, prior to their use. The University retains the right to require changes to be made to any such materials within a reasonable specified time period designated by the University.

15. DATA PROTECTION

- 15.1 The Clients details and names of Guests/delegates, where provided, will not be disclosed to a third party. These details will be kept securely for a period of not more than two years, unless there is a need to retain them for longer for purposes authorised by the Data Protection Act 1998, and then disposed of in a secure manner.

16. FORCE MAJEURE

- 16.1 The University will not be liable for failure to comply with any Terms or Conditions herein to the extent that such compliance is prevented, hindered or delayed by any cause beyond its control including but not limited to fire, storm, explosion, flood, Act of God, action of any Government or Governmental Agency, shortage of materials of goods, strike or lock-out.

17. GOVERNING LAW AND JURISDICTION

- 17.1 These Terms and Conditions shall be governed by and construed in accordance with English law and be subject to the exclusive jurisdiction of the English courts.

Schedule 1: University Bar and SU Lounge

1. CAPACITY

- 1.1 The University Bar and SU Lounge can hold 300 people (no furniture). The capacity of the Student Union Lounge for dancing is 612. The overall capacity of the Bar and SU Lounge is 912.
- 1.2 The Client must ensure that the number of persons in any room does not exceed its recommended capacity for the set-up selected.

2. LICENSING HOURS

The licensing hours and conditions in the University Bar/Lounge are set out below and must be strictly adhered to.

	Bar Opens	Bar Closes	Licensable Activities (Live/recorded Music)	Leave Premises (no later than)
Monday	12:00	23:00	23:00	23:30
Tuesday	12:00	23:00	23:00	23:30
Wednesday	12:00	23:00	23:00	23:30
Thursday	12:00	23:00	23:00	23:30
Friday	12:00	00:30	00:30	01:00
Saturday	12:00	00:00	00:00	00:30
Sunday	12:00	22:00	22:00	22:30

Schedule 2 – Waldegrave Suite

1. CAPACITY

- 1.1 The Waldegrave Drawing Room can hold 120 people for a seated meal (max. 10 per table), 200 people for a standing buffet.
- 1.2 The capacity of the Senior Common Room for dancing is 120 people.
- 1.3 The overall capacity of the Waldegrave Suite is 300 people.
- 1.4 The capacity of the Billiard room is 40 seated and 50 standing.
- 1.5 The Client must ensure that the number of persons in any room does not exceed its recommended capacity for the set-up selected.

2. RESTRICTIONS

2.1 The suite is Grade I listed which imposes the following restrictions on use:

- (a) The only room where dancing can be permitted is the Senior Common Room, dancing within the Waldegrave Drawing Room is permitted but only if a false dance floor is laid.
- (b) Candles can be used on tables where the main meal is served. Candles in storm glasses can be placed on fireplaces in the Waldegrave Drawing Room, Senior Common Room and D121 Bar (but the glass must be higher than the candle flame to prevent fire or flame damage to the wallpaper). No other lighted candles due to fire risk, except by prior (written) agreement.
- (c) Substances that may cause damage to the walls or floor are not permitted (including confetti, rose petals, blue tack on wallpaper, etc.)

2.2 The grounds close to the Waldegrave Suite (at the foot of the Iron Staircase) are leased to the Strawberry Hill Trust and cannot be used without their permission. The grounds beyond the line of trees (the Priests Lawn) are the property of the University can be used for drinks receptions, etc. Pathway access to the Iron Staircase is permitted.

3. LICENSING HOURS

3.1 The licensing hours and conditions in the Waldegrave Suite are set out below and must be strictly adhered to.

	Bar Opens	Bar Closes	Licensable Activities (Live/recorded Music)	Leave Premises (no later than)
Monday	12:00	23:00	23:00	23:30
Tuesday	12:00	23:00	23:00	23:30
Wednesday	12:00	23:00	23:00	23:30
Thursday	12:00	23:00	23:00	23:30

Friday	12:00	00:30	00:30	01:00
Saturday	12:00	01:00	01:00	01:30
Sunday	12:00	22:00	22:00	22:30

4. DISABLED ACCESS

4.1 Please note that the Waldegrave Suite is on the first floor but can be accessed by a stair lift. Please advise us in advance if any member of your party is disabled or has difficulties with climbing stairs.

4.2 The main toilets for the Waldegrave Suite are located on the lower floor but one large toilet is located behind the Senior Common Room.

Schedule 3 – Accommodation - Halls of Residence

1. GENERAL

- 1.1 Halls of residence can be booked by individuals and/or groups. Group final numbers and delegate names (indicating male/female and child/adult) are required no later than two weeks prior to the event date. If groups are arriving separately and wish to be allocated together please indicate this clearly on the delegate lists.
- 1.2 Children must be adequately supervised.

2. CHECK-IN AND CHECK-OUT TIMES

- 2.1 Check-in is from 2.00pm and Guests will be able to collect their room key for the Venue from the Main Reception upon their arrival. For the avoidance of doubt, the University has 24-hour Security so Guests will be able to collect their keys at any time after 2.00pm.
- 2.2 Check-out time is strictly 9.00am on the day of departure (unless late checkout has been agreed, in writing in advance). It is your responsibility to return the keys to Main Reception on departure. Replacements for lost keys or non-returned keys will be chargeable at £25 per key.

3. MEALS

- 3.1 If the agreed accommodation rate, or your booking includes meals, these will be taken in the University's Refectory (unless other arrangements are made). Meals times can often be altered (subject to advance notice) for large group bookings.
- 3.2 Breakfast is served from: 08:00- 09:15 offering a full cooked English breakfast, cereals, toast, fruits, juices and dispensed tea and coffee.
- 3.3 Lunch is served from: 12:00- 14:00 Selection of salads, soup and hot main meal served with vegetables and accompaniments of the day, puddings and dispensed drinks.
- 3.4 Dinner is served from: 18:00- 19:00 Selection of salads, soup and hot main meal served with vegetables and accompaniments of the day, puddings and dispensed drinks.
- 3.5 Take away meals can be arranged providing 48 hours' notice is given. Specific dietary requirements can generally be catered for with sufficient notice.

Schedule 4 – The Exchange

1. CAPACITY

- 1.1 The Exchange bar can hold 50 people (no furniture).
- 1.1.1 The capacity for Studio rooms 1-6 is 30 people (no furniture).
- 1.1.2 The capacity for the Auditorium is 317 seated and 400 with seats retracted.
- 1.1.3 The capacity for the Conservatory is 60 (no furniture).
- 1.1.4 The Client must ensure that the number of persons in any room does not exceed its recommended capacity.

2. LICENSING HOURS

The licensing hours and conditions in The Exchange are set out below and must be strictly adhered to.

	Bar Opens	Bar Closes	Licensable Activities (Live/recorded Music)	Leave Premises (no later than)
Monday	10am	11pm	11pm	11.30pm
Tuesday	10am	11pm	11pm	11.30pm
Wednesday	10am	11pm	11pm	11.30pm
Thursday	10am	11pm	11pm	11.30pm
Friday	10am	11pm	11pm	11.30pm
Saturday	10am	11pm	11pm	11.30pm
Sunday	10am	10.30pm	10.30pm	11pm

3. SECURITY

In accordance with the Security Industry Authority (“SIA”) recommendations, the University can arrange security professionals for relevant events in accordance with the following (please note there will be an additional charge for this service):-

Under 75 guests – 1 doorman

76-150 guests – 2 doormen

151-225 guests – 3 doormen

226-300 guests – 4 doormen

301-375 guests – 5 doormen

376-450 guests – 6 doormen