# **TERMS & CONDITIONS**

The Christian Conference Trust (CCT)

When you book your stay with us you are entering into a **legally binding contract.** Please note, our bookings are not suitable for individuals. Our services are only available to organisations.

#### **Charges and Payments:**

1.1 A deposit with cleared funds and a signed booking contract are both required for your booking to be confirmed.

1.2 Payment schedule:

- A non-refundable deposit of 20% of the total value of the booking is due at the time of booking.
- A further non-refundable payment of 30% of the total value of the booking is due no later than 6 months before your arrival date.
- The non-refundable full balance of the booking (the remaining 50%) is payable no later than 4 weeks before your arrival date.
- Any extra charges incurred will be invoiced after the event, payment within 7 days.

1.3 If you fail to pay any invoice within the payment terms we may choose to cancel your booking with immediate effect.

1.4 The charges quoted on your contract may be subject to alteration if government legislation changes.

#### Changes by you:

You may terminate this agreement at any time, in whole or in part, **but we must apply charges for cancellations.** We are a not-for-profit charity, and late cancellations severely impact our finances as well as depriving others of the opportunity to attend. We don't like asking you for money if you can't come or if you reduce your numbers, but we still incur costs. In addition, it is extremely difficult to resell places at short notice as conferences are generally booked many months in advance. This means that we lose income from unused space we would otherwise have been able to sell.

We have staggered the cancellation charges to reflect the risk to us. **You should consider taking out insurance** against cancellation or curtailment of the event and for any public liability in relation to the event **and be prepared to pay the following charges should you cancel.** 

If you cannot attend the original date, but do not wish to cancel entirely, it may be possible to find an alternative date and reschedule your event. Please note, prices for the rescheduled event may vary depending on the new date selection and relevant prices available on the day quoted.

#### **Cancelling your event**

2.1 Full cancellation must be communicated to us in writing or by email. Charges for cancelled events apply as follows:

- With more than 6 months' notice loss of 20% non-refundable deposit (incl. VAT)
- With 6 months to 4 weeks' notice 50% of the total value of the cancellation (incl. VAT)
- With less than 4 weeks' notice 100% of the total value of the cancellation (incl. VAT)

These are the 'Cancellation Fees' that apply depending on when the contract is cancelled.

## **Rescheduling your event**

2.2 If you give us at least 12 months' notice that you want to reschedule your event, we will seek to agree a new date with you, subject to availability. We will apply your original non-refundable deposit to your new booking.

2.3 If you give us between 12 months and 6 months' notice that you want to reschedule your event, we will seek to agree a new date with you, so that your rescheduled event can take place between 3 months prior to or 3 months immediately after your original booking date, subject to availability. We will apply your original non-refundable deposit to your new booking.

2.4 The following circumstances shall be treated as a cancellation:

- a request by you to change the event with less than 6 months' notice;
- a request by you to change the event for more than the permitted date period;
- a failure by the parties to agree a new date for the event.

In these circumstances, you shall pay the relevant Cancellation Fee as per 2.1.

2.5 If you have already postponed the event once (with our agreement), we shall be under no obligation to further postpone or reschedule the event. Any such request shall be treated as a cancellation, and we shall be entitled to the Cancellation Fees.

# Reducing the number of attendees

2.6 If you give us at least 12 months' notice that you want to reduce the number of guests:

- you cannot reduce your total number of guests below 12 (our minimum group size is 12);
- we will retain the full 20% deposit already paid. This will be applied to the outstanding balance;
- we will reduce the balance payable (pro rata) to reflect the reduced number of guests and there will be no cancellation charges for the reduced number of guests;
- we will send you written confirmation of the changes that have been agreed.

2.7 If you give us at least 6 months' notice that you want to reduce the number of guests:

- you cannot reduce your total number of guests below 12 (our minimum group size is 12);
- we will retain the full 20% deposit already paid;
- we will apply cancellation charges to the number of reduced guests as per clause 2.1;
- we will reduce the balance payable (pro rata) to reflect the reduced number of guests;
- we will send you written confirmation of the changes that have been agreed.

2.8 If you give us at least 4 weeks' notice that you want to reduce the number of guests:

- you cannot reduce your total number of guests below 12 (our minimum group size is 12);
- we will retain the full 50% already paid;
- we will apply cancellation charges to the number of reduced guests as per clause 2.1;
- we will reduce the balance payable (pro rata) to reflect the reduced number of guests;
- we will send you written confirmation of the changes that have been agreed.

2.9 If within 4 weeks of arrival, you advise us of a reduction in numbers you will still be charged 100% for all places.

2.10 You cannot reduce the number of attendees below 12. Such notices shall be treated as a cancellation, and you shall pay the relevant Cancellation Fee.

## Changes by us:

3.1 We reserve the right to cancel your booking with us:

- If you fail to comply with any material provisions of the contract;
- If you fail to pay any amount due under the contract on the due date for payment;
- If you suspend or cease the organisation that has signed the contract.

In such circumstances, this shall be treated as a cancellation, and we shall be entitled to the Cancellation Fees.

3.2 We reserve the right to cancel your booking with us at any time, if in our sole opinion, your event may reasonably prejudice our reputation or our charitable values, is or may incite public disorder, is obscene or otherwise permits to these situations and/or is in bad taste. In such circumstances, we shall return all sums we have received from you for the cancelled event, less any third-party costs and expenses that we have been unable to avoid.

3.3 We reserve the right to cancel your booking at any time by providing at least 12 months' written notice. In such circumstances, we shall return all sums we have received from you for the cancelled event, less any third-party costs and expenses that we have been unable to avoid.

3.4 We reserve the right to cancel your booking in the case of a Force Majeure event or other event outside our reasonable control. Such circumstances include (but are not limited to):

- Acts of God, flood, drought, earthquake or other natural disaster;
- Epidemic or pandemic;
- Any law or any action taken by a government or public authority;
- Collapse of buildings, fire, explosion or accident;
- Non-performance by suppliers or sub-contractors (which are reasonably necessary for the event to go ahead);
- Interruption or failure of utility service;
- Scheduling of urgent maintenance and/or major refurbishment work at our centres; and
- An order proceedings or warning is issued by the licensing or local authority and/or is or may be prejudicial to the licences and/or other consents and authorities necessary for conduct of the event;
- A proposed sale of the centre premises.

If this happens, we will use all reasonable efforts to offer to reschedule your booking in line with the process at clauses 2.2 to 2.5. If an alternative booking cannot be achieved, we shall return all monies paid.

3.5 All meeting room allocations are subject to change.

3.6 All bedrooms are allocated as 'run-of-house', meaning that specific bedroom locations or numbers cannot be reserved.

#### Arrival and departure:

4.1 Bedrooms will be available from 3pm (or from your booking start time if later than 3pm) on the day of arrival and must be vacated by 10am on the day of departure. Please allow enough time in your programme on departure day for delegates to vacate their rooms by 10am even if meeting spaces are still being used until later in the day.

4.2 All 'set up' and 'break down' before/after the conference programme must take place within the contracted times unless otherwise pre-arranged.

4.3 The group organiser or nominee must remain on-site throughout the event. They are responsible for compliance with payment terms, operational, evacuation and security procedures, and all booking terms. This responsibility includes the payment of all extras by the end of the event as per clause 1.2.

#### Security and damage:

5.1 Any equipment or valuables brought onto the premises, including motor vehicles, cash, cheques, computers, PA or AV equipment are the responsibility of the owner and are not covered by CCT's insurance. If you require insurance on these items, then you must ensure that this is obtained from your own insurers before the start of the conference. Public Liability insurance is in place at our venues and certificates can be provided upon request.

5.2 The conference organiser is responsible for ensuring that the conference halls are secured each evening at the close of sessions by closing windows and locking doors. Keys for these areas can be collected on arrival.

5.3 Any loss of or damage to CCT property caused by your organisation or any of its delegates, agents or suppliers will be charged for.

#### Insurance and risk assessments:

6.1 You are responsible for ensuring that your organisation has effective arrangements in place, including insurance and risk assessments, for any activities (e.g. team building events) that you may be conducting whilst at any of our centres and for these to be available for inspection on request.

6.2 You are responsible for ensuring that your organisation has effective arrangements in place, including risk assessments, to ensure the safeguarding of any children, young people or adults at risk within your group whilst staying at or visiting any of our centres.

6.3 We recommend that you consider taking out event insurance to cover eventualities such as non-appearance of speaker or bad weather preventing transport, etc. You may also want to suggest insurance to your delegates in the event that there is a family bereavement or serious illness preventing them from attending the conference. Whilst we are sympathetic to these events, we do apply the cancellation conditions in 2.1 and 2.2 due to the set-up and preparation costs incurred.

#### **Regulations:**

7.1 If you intend to reproduce song words, show films, play music or record live music at your event please ensure that you have obtained the relevant copyright licences to enable you to do so legally. Please visit <a href="https://uk.ccli.com/copyright-licences/">https://uk.ccli.com/copyright-licences/</a> for more details.

7.2 To comply with fire regulations conference organisers must hand in a full delegate list after registration has been completed to reception. We also ask for conference organisers to have a second copy to hand, so that a roll call can be implemented by the conference organiser in the event of an evacuation. If you have delegates with disabilities who may need assistance please ensure that we are aware of this and someone is responsible from your own party for their evacuation, if required, at all times.

7.3 Children under the age of 16 must be accompanied and supervised by an adult at all times.

7.4 In compliance with current licensing laws, we operate a no-smoking policy within the premises including the use of e-cigarettes. Smoking areas are provided.

7.5 Dogs and other pets are not permitted on or within the premises, with the exception of assistance dogs which need our prior agreement.

7.6 The following are prohibited from use at all venues: drones, lanterns, fireworks, smoke machines and pyrotechnics.

7.7 CCT venues are licensed premises and comply with food hygiene regulations, and therefore no pre-prepared food or alcoholic drinks are permitted to be brought onto the premises. Prior consent can be obtained where a corkage charge is applied. Only food and drink supplied by CCT may be consumed on the premises. Please ensure all of your delegates are aware of this.

### General:

8.1 All personal information stored and used by us is done so in accordance with laws such as the General Data Protection Regulation and any other relevant law. Please also refer to our privacy policy at: <u>cct.org.uk/about-us/privacy-policy</u>

8.2 This contract is governed by the laws of England and Wales. No failure or delay by us in exercising any of our rights under this contract shall be deemed by a waiver of that right. The provisions of these terms and conditions are severable and distinct from one another, and, if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not be in any way be affected or impaired.

# Limitation of our liability:

9.1 We have public liability insurance cover in respect of our own legal liability for claims not exceeding £10,000,000. You are responsible for making your own arrangements for the insurance of any excess loss (in addition to any event cancellation insurance we recommend you take in clause 6.3).

9.2 The restrictions on liability in this clause apply to every liability arising in connection with the contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

9.3 Nothing in this contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

9.4 Subject to clause 9.3, we shall not be liable for:

- (a) the death of, or injury to, you or your guests or invitees to the venue;
- (b) damage or theft of any property of your or that of your guests or invitees to the venue.
- 9.5 Subject to clauses 9.3 and 9.4, our total liability to you shall not exceed the sums you have paid to us.
- 9.6 Subject to clauses 9.3 and 9.4, this clause specifies the types of losses that are excluded in their entirety:
  - (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of or corruption of software, data or information;
  - (f) loss of or damage to goodwill; and
  - (g) indirect or consequential loss.

9.6 Unless you notify us that you intend to make a claim in connection with this contract within 6 months of your scheduled event, we shall have no liability for that claim. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.