Nucleus Event Booking Form

*Please ensure you have read the Nucleus Event Booking T&Cs overleaf prior to booking and complete all unshaded sections of the form*

|  |
| --- |
| Contact information |
| Name of Individual/Department/School/Company |  |
| Contact  |  |
| Phone |  | Mobile |  |
| Email |  |
| Postal address |  |
| Venue Use Details |
| Purpose of booking  | Name of your event for the screen outsideClick or tap here to enter text.Details of your programme*.* Click or tap here to enter text.What are the aims of the event?Click or tap here to enter text. |
|  | Is this a student cohort building activity for CSE students?  | [ ]  |
|  | Is this a student cohort building activity for students in other parts of UoE?  | [ ]  |
|  | Is this a conference hosted by CSE students?  | [ ]  |
|  | Is this a conference hosted by CSE staff?  | [ ]  |
|  | Is this an extracurricular teaching activity?  | [ ]  |
|  | Is this teaching activity? *(i.e. does it form part of a core teaching course? Would it appear on a personalised teaching timetable? If so, please fill* [*this form*](https://www.ed.ac.uk/timetabling-examinations/timetabling/timetable-data-creation-and-student-allocation/teaching-change-request-form) *instead)* | [ ]  |
| Is the event free for attendees? | [ ]  | If not, are there commercial interests?Click or tap here to enter text. |
| Are you running this event for external attendees? | [ ]  |  |
| Might the topic or the speaker at the event be viewed as controversial? | [ ]  | If yes, please refer to <https://www.ed.ac.uk/university-secretary-group/prevent-duty/policies-and-procedures>  |
| Exact date(s) and times of proposed booking. *Please include time required for set-up & pack-up. If more than two dates are required, please attach a document clearly listing all facilities, dates and times.* |
| DAY | DATE | START TIME  | FINISH TIME | TOTAL NUMBER EXPECTED |
|  |  |  |  |  |
|  |  |  |  |  |
| Venue requirements *Please tick all areas required*. [*View 360 views of rooms here*](https://www.theasys.io/viewer/kkzpZAhHPZU3iFoLyKJad5guI6x8OW/)  *(hover over thumbnails for room names)* |
| Alder Lecture Theatre - LGF*300-person lecture theatre with bleacher seating that can be positioned flat against the wall or tiered.* | [ ]  Bleachers in place [ ] Bleachers against wall [ ]  |
| Elm Lecture Theatre - GF*112-person collaborative lecture theatre.* | [ ]  |
| Larch Lecture Theatre – 1F*300-person turn-and-learn lecture theatre. Alternate rows of seats can be turned 180° to allow discussion or small working groups.* | [ ]  |
| Oak Lecture Theatre – 1F/2F*400-person fixed seating lecture theatre primarily for high-volume classes.* | [ ]  |
| Hawthorn – 2F*132-person studio classroom with six-person group teaching desks.* | [ ]  |
| Rowan – 2F*60-person studio classroom.* | [ ]  |
| Yew Lecture Theatre – 2F*150-person bleacher-style lecture theatre with flat or tiered seating which can be moved to the back of the room*.  | [ ] Bleachers in place [ ] Bleachers against wall [ ]  |
| Foyer space on ground floor | [ ]  |
| Foyer space on first floor | [ ]  |
| Foyer space on second floor | [ ]  |
| Additional requirements  |
| Furniture [*Floor plans available here*](https://www.ed.ac.uk/sites/default/files/atoms/files/nucleus_floor_plans.pdf) Do you need:* *tables in/outside the room(s) booked for catering or registration? We have 22 tables (size 1.8m x 0.8m)*
* *Poster boards? We have 40, which fit 80 A0 posters (portrait) with both sides used in zigzag format. If you need more, then please arrange directly with Pegasus* *info@pegasussl.co.uk* *or Poster Board Hire* *mike@posterboardhire.com* *- both on P&M.*
* *Coat rails? Please indicate number and locations – 3 available, with hangers*
* *We have 50 chairs additional to fixed seating which can be made available for your event.*
 | Tables required? [ ]  Please indicate number and location Click or tap here to enter text.Poster boards required? [ ]  Please indicate number and location. Click or tap here to enter text.Coat rails required? [ ]  Please indicate number and location. Click or tap here to enter text.Additional chairs required? [ ]  Please indicate number and location. Click or tap here to enter text. |
| Catering*This must be arranged and paid for by the event organiser. We request you make early contact with* *ACE**. If they cannot cater your event,* [*Blue Sky*](https://www.blueskycatering.co.uk/) *or* [*Pinkerton’s*](https://www.pinkertonscatering.co.uk/) *may be able to help.* | Please indicate if you will have catering [ ] Which caterer you will use?Click or tap here to enter text. |
| AV equipment | Will you use the AV equipment provided in the LTs?[ ]  |
| Out of hours entry/servitor cover required?*Semester: Mon-Fri 8.30am-11pm; Sat 9am-7pm; Sun 10am-7pm.**Out of semester: Mon – Thu 8:30am -7pm; Fri 8:30am - 5pm. Sat-Sun 10am - 4pm.* | Access required outside of opening hours? [ ]  Please indicate entry and exit times. Click or tap here to enter text. |
| Wi-Fi | [ ]  |
| Marketing details |
| If you would like to have your event shown in the Nucleus large screen in the foyer, please tick the box and send to nucleus.bookings@ed.ac.uk a png or jpg file, landscape, sized at 1920x1080 px. Template available if required. |[ ]
| Payment |
| The University will invoice you for the Event Price detailed below in accordance with the Nucleus Event General Booking Terms and Conditions: |
| Nucleus space required | Price per day | Total |
|  |  |  |
| Out of hours/cleaning/utilities costs |  |  |
| Grand total |  |  |
| Agreement |
| *I have read and understand the Nucleus Event General Booking Terms & Conditions of use for the Nucleus building at the University of Edinburgh as attached to this Event Requirements Form. I agree to ensure that all individuals, members, and groups using the venue on approval of this booking request will comply with all conditions of entry and use as outlined in these documents.**All events will have a designated responsible person. For internal events, this should be a University of Edinburgh member of staff or a student. For external events, this should be a dedicated organiser or host who will be present during the event.**The responsible person will be present throughout the event. This person will:** *Carry out a risk assessment where necessary and submit it to* *nucleus.bookings@ed.ac.uk* *in advance.*
* *If a PEEP (Personal Emergency Evacuation Plan) is needed, this should be noted in the risk assessment and submitted together with the risk assessment.*
* *Ensure that rooms are left clean and any furniture moved has been returned to its original place.*
* *Ensure that guests leave the building at the end of the event.*
* *Ensure that the event has appropriate fire warden and* [*first aid*](https://www.ed.ac.uk/health-safety/guidance/workplaces-general/first-aid) *cover.*

*The College Events Manager,* *Julia Eighteen**, can support your event in the following ways:** *Booking space in the Nucleus and signposting to breakout spaces available elsewhere on KB campus,*
* *Ensuring you have the equipment you need for your event e.g. additional chairs or tables for catering,*
* *Providing advice about how to make best use of the space on offer,*
* *Coordinating support from the servitor team,*
* *Signposting to other services e.g. catering and IT support,*
* *Provide guidance and advice about how to complete risk assessments.*

*The Events Manager cannot provide administration support for events, or on the day support for all events taking place in the Nucleus.* |
| Signed (electronic is fine) |  | Date |  |
| Print name |  |

Nucleus Event General Booking Terms and Conditions

This Contract (as defined below) sets out the terms and conditions under which we will provide the Services and/or Facilities as specified in the Nucleus Event Requirements Form (all as defined below) to you.

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

By “us” and “we” we mean The University Court of the University of Edinburgh, a charitable body registered in Scotland (SC005336), incorporated under the Universities (Scotland) Acts and having its main administrative offices at Old College, South Bridge, Edinburgh EH8 9YL (the “University”).

The Client and the University are each a “Party” and together the “Parties”

## Meaning of terms

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

**Booking** means the request and confirmation of the booking by the Client, including but not limited to booking of the Facilities and any Services for the Event.

**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, which shall be upon receipt by the University of a signed Nucleus Event Requirements Form from the Client, together with Deposit (as defined below) payable, or on the first date on which the University provides the Service, whichever is the earlier.

**Conditions** means these terms and conditions, as amended from time to time by the University.

**Contract** means these Conditions and the Nucleus Event Requirements Form.

**Event** means the occasion for which the Facilities specified in the Nucleus Event Requirements Form are required.

**Event Manager** means the Event Manager specified in the Nucleus Event Requirements Form, or an appointed alternative.

**Event Price** means the total price payable by the Client for the Event as specified in the Nucleus Event Requirements Form.

**Facilities** means the relevant room(s) within the Nucleus Building: Thomas Bayes Rd, Edinburgh EH9 3FG together with any furniture, including poster boards, tables, coat rails and chairs as specified in the Nucleus Event Requirements Form.

**Nucleus Event Requirements Form** means the form signed by the University and the Client which sets out specific details of the booking by the Client as agreed by the University.

**Services** means any services, as applicable, outlined in the Nucleus Event Requirements Form, which may include, for example (without limitation) registration service via student event ambassadors etc.

1. In this Contract the following rules apply:
	1. 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;
	2. 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;
	3. a reference to “writing” or “written” includes emails.

## Booking

1. The Booking constitutes an offer by the Client to purchase the relevant Facilities and Services (where applicable) specified in the Nucleus Event Requirements Form in accordance with these Conditions. The Client shall ensure that the terms and specifications in the Nucleus Event Requirements Form are complete and accurate.
2. In order to confirm a Booking the Client must:
	1. Provide a signed Nucleus Event Requirements Form; and
	2. Pay a 25% non-refundable deposit of the Event Price (the "**Deposit**”).
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 in respect of the Booking (other than where a booking is made under the Community Access to Rooms Scheme, for which those terms will apply). 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 the Commencement Date. Notwithstanding the foregoing, the University reserves the right to refuse to allow access to the Facilities, and to provide any Services, until such time as it has received a signed Nucleus Event Requirements Form from the Client and/or it has received any deposit payable under this Contract.

## Liability - Please read carefully

1. Subject to clause 7, the entire liability of the University in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited to an amount equal to the Event Price.
2. Subject to clause 7, the liability of the University 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 the possibility of those losses, or if they were within the University’s contemplation.
3. Nothing in these conditions shall operate to exclude or restrict either Party’s liability for:
	1. death or personal injury resulting from negligence;
	2. fraud or deceit; or
	3. any losses which cannot be lawfully limited or excluded.
4. The Client shall indemnify, keep indemnified and hold the University 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, its employees or agents

in connection with the Booking 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.

1. The Client shall effect and maintain adequate insurance cover (including but not limited to public liability insurance with a limit of indemnity no less than £2,000,000 each and every claim, and where required at law employers' liability insurance with a limit of indemnity no less than £5,000,000 each and every claim) with a reputable insurer and shall, on the University’s request, produce both confirmation of cover and evidence of the payment of premium in respect of each insurance.
2. Should any delegates/guests of, or third parties employed by, the Client behave in a manner that is considered unacceptable to the University, then the University 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.
3. The Client shall pay for the cost of repairing any damage caused, or any reasonable additional cleaning required, to the property, contents or grounds of The Nucleus Building by the Client, its guests or third parties employed by the Client in connection with the Event.
4. 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 for any matter without prior written consent of the University.
5. The Client shall not use the Facilities for any purposes which have not been notified to the University in the Nucleus Event Requirements Form, or otherwise agreed in writing between the University and the Client.

## Cancellation/reduction

By the University:

1. The University reserves the right to cancel the Event or provision of the Facilities and Services if:
	1. the Client fails to adhere to any of these Conditions;
	2. in the opinion of the University, there has been a significant unsuitable change in the Client’s contracted booking (e.g. Event purpose etc);
	3. the Client is insolvent or the University has reasonable grounds for anticipating the same;
	4. The University is not satisfied with the Client’s credit status;
	5. in the reasonable opinion of the University, the Event might prejudice the reputation of the University or the University of Edinburgh;
	6. if any or part of the Facilities are closed or damaged due to circumstances beyond its reasonable control;
	7. The University is requested to cancel the Event by any government or other authority.

## By the Client:

1. If you wish to cancel this Contract or any part of it for any reason (other than where the University 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 will have the right to require you to pay a cancellation charge as set out below.
2. In the event of cancellation by the Client after confirmation of the Booking has been received by the University, the Client shall be liable to pay the University a cancellation fee as follows (the Deposit paid by the Client shall be applied by the University and set off against the relevant cancellation fee):
	1. in respect of cancellation more than 30 days in advance of the Event, 25% of the Event Price;
	2. in respect of cancellation 15 to 29 days in advance of the Event, 50% of the Event Price; or
	3. In respect of cancellation 14 days or less in advance of the Event, 100% of the Event Price.
3. 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 in accordance with Clause 17 above. Where you have not paid us a sum equal to the cancellation charges, we will invoice you for the balance due.
4. 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 may be able to provide you with a refund.

## Security

1. The University accepts no responsibility or liability for any loss of or damage to property of the Client, or property of the delegates/guests or any third parties employed by the Client.

## Privacy policy: how we use information about you

1. The University holds name and contact details about anyone who applies for, is offered and who enters into a Contract for an event at the Facilities.
2. We use the information about you:
	1. because it is necessary to administer your bookings, to generate contract(s) between us and to communicate with you about your bookings (contract); and
	2. 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).
3. We will not share your data with any other third party unless there is a legal obligation to do so.
4. 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.

## Fire, health and safety

1. 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).
2. The Client shall ensure that any materials brought into the University 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.
3. All electrical contractors must be NICEICI, EEA or IEE registered and the Client shall provide the University with written evidence of this if so requested by the University. The Client will provide the University with a list of names of all visiting contractors and third parties if requested by the University.
4. The University 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.
5. The Client shall obtain the written approval from the University 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.
6. The Client shall ensure that, if any Event attendee requires mobility and/or access assistance, the Client must email/call nucleus.bookings@ed.ac.uk at least 7 working days prior to the booking commencement date. A Personal Emergency Evacuation Plan may be required. Please note that this is an important Health and Safety requirement of the University and failure to comply may negatively impact on the safety of affected individuals in the event of an emergency evacuation.

## General

1. 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, its employees, agents, consultants or subcontractors and any other confidential information concerning the University’s business or its products which the Client may obtain.
2. The Client shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
3. ‘Force Majeure’ means any circumstance beyond the control of the University, 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.
4. The benefit of this Contract may not be assigned by the Client without the prior written consent of the University.
5. 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.
6. No variation or alteration of any of these Conditions shall be effective unless it is in writing and signed by or on behalf of each party.
7. Scots law shall govern this Contract and the parties to this Contract submit to the exclusive jurisdiction of the Scottish courts.

## Event numbers and delegate/guest details

1. 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.
2. Should the number of delegates/guests attending the Event significantly increase or decrease then the University reserves the right (upon providing at least 3 working days’ notice to the Client) to provide alternative space of an appropriate size for the Event.
3. The Client shall provide the Event Manager with confirmed event programme details and confirmation of all Services required at least 14 days prior to the Event.

## Room Availability

Rooms booked for the Event are available from the times specified in the Contract.

1. If a particular room, which has been booked by the Client, is unavailable on the required dates, the University reserves the right (without liability) to relocate the event to an alternative room of a similar standard.

## Outside and third-party contractors

1. The University 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.
2. 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), University of Edinburgh rules and regulations and any reasonable requests by the University.
3. 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 for any breach of these Conditions by any third parties employed in connection with the Event.

## Payment terms

1. In consideration of the provision of the Facilities to be provided under this Contract, the Client hereby agrees to pay the Event Price, as set out in the Nucleus Event Requirements Form, to the University together with any VAT eligible in respect thereof at the prevailing rate at the tax point date.
2. For all Bookings:
	1. The University shall invoice the Client for the Event Price less Deposit paid 14 days prior to the Event.
	2. 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;
	3. the Client shall notify the University 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;
	4. all payments by the Client to the University shall be made without deduction or set off;
	5. where the Event booked is a wedding or is related to a wedding, this shall be subject to separate negotiation and agreement with the University.
	6. the Client shall provide the University with credit card details at least seven days before the Event to cover the cost of any additional charges that may be incurred;
	7. should the Event Price increase after the payment has been received, the University may require an additional sum be paid prior to the Event;
	8. if the Client fails to pay any amount due under the Contract on the due date, the University 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;
	9. the Client shall notify the University 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;
	10. all payments by the Client to the University shall be made without deduction or set off.

## Licenses

1. The University 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.
2. 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.

## Force Majeure

1. Subject to clause 51, if the University is prevented or hindered from hosting the event by a Force Majeure event, the University 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
2. The University shall not be liable to the Client for loss or damage 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.
3. Where a Force Majeure event results in the UK or Scottish Government imposing restrictions:
	1. which would make holding the Event unlawful (in which case the University will notify the Client as soon as reasonably practicable);
	2. which would make holding the Event at the planned capacity unlawful (in which case the University will notify the Client as soon as reasonably practicable); or
	3. 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 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 49 shall not apply. In the event the Client does not exercise its right to postpone the Event in accordance with this clause 51, the provisions of clauses 49 and 50 shall apply.