

**TERMS AND CONDITIONS FOR STRAWBERRY HILL ENTERPRISES LTD**  
*Strawberry Hill Enterprises Ltd is a trading subsidiary of St Mary's University, Twickenham*

## 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 Lounge and the University Bar.

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.

**'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 The University is pleased to hold a booking provisionally for a maximum of 14 days unless otherwise agreed with the University.

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) A booking contract has been signed and returned to the University within 14 days of receipt.
- b) The University has acknowledged receipt of the signed booking contract.
- c) The deposit has been received in accordance with clause 4.1 within 14 days of receipt of invoice.

#### 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 room 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 as set out in clause 4.1.

##### PAYMENT

- 4.3 An invoice reflecting the minimum numbers as set up in the booking contract and any additional numbers will be payable 14 days prior to the event.
- 4.4 The University shall issue an invoice for an additional costs incurred in respect of the Event as soon as practicable after the Event and such invoice must be settled by the Client within 14 days of receipt.
- 4.5 Prices quoted may 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 Ltd, Conferencing and Events Department, St Mary's University, Waldegrave Road, TW1 4SX. In the event of cancellation by the Client, the following cancellation charges shall apply:

##### **Percentage of contracted costs due in the event of cancellation**

Period before the Event	Accommodation	Venue Hire	Food & beverage
More than 6 months	50%	50%	25%
3-6 months	75%	75%	50%
Less than 3 months	100%	100%	65%

- 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.
- (e) the University judges the Function/Filming Hire to be offensive to a reasonable person or likely to endanger people or the Property or is otherwise likely to adversely affect the image, standing or reputation of St Mary's University. If St Mary's University cancels this Agreement pursuant to this clause then the University shall refund the Deposit to the Client in full and shall have no other liability to the Client

4.9 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.
- 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.
- 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**

- a. Generally up to 10 spaces can be reserved for conference parties subject to availability.
- b. During weekdays on campus restrictions apply and ticketing is in operation. Car parking can be booked in advance at a charge of £2.00 per day payable by card on arrival.
- c. 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.

## 18. COVID-19

18.1 Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. Both parties acknowledge that COVID-19 may require St Mary's to take one or more of the following measures for the safety of its staff and delegates attending the event to which this booking relates:

- (i) impose maximum delegate numbers at the event\*;
- (ii) limit food or drink availability\*;
- (iii) impose specific requirements regarding personal protective equipment such as the wearing of masks;
- (iv) restrict the numbers of overnight stays if applicable\*;
- (v) limit any planned entertainment for your event\*; and/or
- (vi) designate alternative entrance and exit routes.

\*Please note the final bill/invoice will be adjusted to reflect the amendments made to the original booking.

18.2 If we are obliged due to specific Government restrictions, to close our venue, we may offer you an alternative date for the event but if that cannot be provided by St Mary's the booking will be deemed cancelled and your deposit and any related payment already made will be returned in full with no further payment required.

18.3 If you test positive for Covid-19 and are unable to host your private party at St Mary's on the contracted date, we will offer you an alternative date for your event subject to availability. A doctor's certificate or NHS document will be requested by St Mary's to confirm the positive test result before an event can be rescheduled. Should it not be possible to reschedule the event the deposit shall be retained by St Mary's. The University will issue an invoice for any costs incurred in respect of the Event (e.g. catering) as soon as practicable after the Event date and such invoice must be settled by the Client within 14 days of receipt.

### **Schedule 1: University Bar and Student Union 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 University Bar and Student Union 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 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 the Conference Key Box located next to the Security Lodge on departure. Replacements for lost keys and fobs or non-returned keys and fobs 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.