

TERMS & CONDITIONS

The following terms and conditions relate to all conference bookings organised by the University of South Wales (“the University”) trading as USW Conference, Events and Facilities (USWCEF), and cover the provision of conference facilities, catering services and other facilities set out in our Contract.

CONFERENCES/EVENTS

BOOKING

All requests to hire conference, and/or other facilities to host and event at the University are subject to availability.

Telephone reservations to host an event at the University will be provisional until a signed contract and 50% of the venue hire price, as a non-refundable booking fee, is paid to the University.

Full payment is required if the booking value is less than £100.00 (ex VAT) and/or the proposed event is less than four (4) weeks from the date of booking.

The booking fee only covers the hire of non-residential meeting and function venues.

USWCEF reserves the right to automatically release the space if the booking fee, or full payment if the booking value is less than £100.00 (ex VAT) has not been received as cleared funds in our bank account thirty (30) days from date of invoice, unless the proposed event is less than four (4) weeks from the date of booking, in which case full payment is required when booking the event.

If credit terms have been agreed an official Purchase Order (PO) covering the cost of the whole event will be accepted, on condition payment terms are a maximum of thirty (30) days from the date of invoice.

Please note that the booking fee is non-refundable if the booking is cancelled.

PAYMENT

An invoice for full payment, less the booking fee, will be sent to the hirer following the event and the final account must be settled within thirty (30) days of date of invoice. Debtors with outstanding fees will be subject to further action (which may include legal proceedings) to recover the sums due. Any associated costs (including legal) incurred by the University will also be sought from the debtor.

POSTPONEMENT/CANCELLATION/REDUCTION IN NUMBERS

USWCEF must be advised in writing if the full reservation, or part thereof is to be postponed, cancelled, or of a reduction in the number of delegates. A postponement and/or cancellation fee will be incurred as indicated below, unless a booking is obtained for the same dates from a third party on no less favourable terms:

Postponement	
Postponement is a minimum of fourteen (14) working days in advance of the event start date. Within fourteen (14) working days is cancellation (see fees below)	£25.00 + VAT for room hire booking, plus any accommodation (if booked) fee that is stipulated in the accommodation Terms and Conditions.

Cancellation	
Written notification received less than thirty (30) working days (including weekend and bank holidays in England and Wales) prior to event start date.	100% of the total room hire payable.
Written notification less than two (2) working days prior to event start date.	100% of the total room hire, catering and accommodation (if booked) .
In addition, where a Purchase Order has been accepted for a booking any cancellation outside of the above terms will incur a charge of 50% of the room hire fee as a booking fee.	

In the event of an emergency outside the control of USWCEF, we reserve the right to terminate this agreement. USWCEF shall endeavour to provide alternative meeting facilities but does not guarantee to do so.

EVENT/MEETING ROOMS

The maximum number of delegates permitted in each event/meeting room is determined by the University, in consultation with the Fire Officer, and must not be exceeded.

Should a day delegate rate be applied to a booking a minimum number of delegates will be set and itemised on the confirmation. An additional room hire fee will be charged should numbers fall below this.

The facilities should not be used for any other purpose than that agreed by USWCEF.

The facilities will not be used for any activities which are dangerous, offensive, noxious, illegal or immoral or may become a nuisance to the University or local residences.

The hirer shall not permit any third party to use the facilities for any purpose.

No items shall be stored overnight on University premises without the authorisation of the Conference Manager. A storage fee of £25+VAT per item per night will apply in such cases and goods not collected within 7 days will be disposed of.

Should the event/meeting progress past the end time stipulated on the confirmation of booking an additional charge will be applied at £50+VAT per room per hour, or part thereof.

DAMAGE

It is the hirer's responsibility for ensuring at the end of the event that all locations have been vacated and all furniture and effects are left in a clean and undamaged condition.

Any damage to University property shall result in the hirer being invoiced for the replacement/repair cost by the University. This includes damage, loss or theft of University property, and damage or discharging of fire equipment.

The hirer must obtain written approval from USWCEF if they wish to attach items to the walls, floors or ceilings of the venue.

NO SMOKING

The University and its premises are smoke-free zones for the protection of all its staff, students and visitors and has a policy encompassing government legislation, Smoke-free Premises and Vehicles (Wales) Regulations 2018. Therefore, smoking, including the use of electronic cigarettes, is only permitted in designated areas of the University (if in doubt assume that smoking is not permitted). All, conference guests, visitors, students and staff are required to follow this policy while on University premises.

UNDER18'S AND RESPONSIBLE ADULT

USWCEF insists on the appointment of a responsible adult to supervise bookings which include persons under 18 years of age. The responsible adult will also be responsible for safeguarding, and have a current Enhanced Disclosure and Barring Service (DBS) check.

USWCEF must be provided with the responsible adult's name and a contact number for them to be reached during the event.

The responsible adult must be present at the event for its entirety, and shall not delegate their responsibility without advising USWCEF who the delegated responsible adult at the event will be, and confirming the delegated responsible adult also has a current Enhanced DBS.

The responsible adult will ensure compliance with any relevant legislation including the Children Act (1989 and subsequent amendments).

All persons under 18 must be supervised at all times by the responsible adult who will be held responsible for any actions, damage or liabilities incurred.

Consent Forms completed by a legal parent/guardian for each young person is required for any necessary medical treatment may be carried out by our on-site Health Centre in the case of an emergency. USWCEF will provide the forms for this purpose.

All children and young persons who may be visiting the University, either as part of an organised event or as individuals (with members of staff or students, for example) must:

- Be supervised at all times by a responsible adult
- Undergo induction training where relevant
- Be provided with information on risk & Emergency Procedures where appropriate

The ratio of adults to children and young people visiting the University:-

Age	No of Adults (age 21+)	No of Children/Young People
0 up to and including 3 years	1	1
4 years up to and including 5 years	1	3
6 years up to and including 11 years	1	10
12 years up to and including 17 years	1	15
The number of adults are to be increased to ensure adequate support and supervision for children and young people behavioural or additional needs		

Certain areas – including workshops and some laboratories are restricted access only. Access is not permitted to visitors unless the visit forms part of an organised activity.

PUBLICITY MATERIAL

All publicity material [web pages, print, broadcast, social media etc.] should only refer to the University as the venue and should not suggest in any way that it is the provider or organiser of the event. No other endorsement or association with the University is to be made in any publicity material.

The University logo may only be used for advertising or event literature with prior permission from the USWCEF. If permission is provided, the University logo is available as an eps, tiff or jpg file and must only be used as stipulated in the University's brand guidelines.

The hirer agrees to the USWCEF and the University promoting their event on social media and in marketing materials, such promotion may include photographs of the event.

WI-FI PROVISION

Access to Wi-Fi is available to event guests.

This facility provides limited access to the internet i.e. to public web pages and web-based email only; other services and programs may not work. To use this facility guests require their own laptop, tablet or phone.

Guests who have registered with their home university/organisation to use the eduroam network should automatically be connected to this network. Connection to this network is the responsibility of the guest's home university/organisation.

INSURANCE COVER

The hirer shall have third-party insurance cover to the extent that it is required by the University. The client shall indemnify the University against all loss and damage and against all claims, suits and costs by reason or in consequence of the booking.

Except in the case of the University negligence, the University does not accept any responsibility for the loss of or damage to personal effects.

The University undertakes no responsibility for injury to delegates, visitors or guests while on University property. The hirer is advised to arrange adequate insurance cover.

The University will not be liable for failure to comply with any terms or conditions of this contract 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, snow, Act of God, action of any Government or Governmental Agency, shortage of materials or goods, strike or lock-out.

SECURITY

Valuable equipment should not be left unattended in any rooms. Arrangements can be made during refreshment and lunch breaks for staff to lock rooms if required.

HEALTH & SAFETY

If you are providing your own equipment/entertainment you will be required to produce evidence of relevant testing and safety certificates, risk assessments and associated insurance documentation. Liability for any equipment/activity introduced on to University premises must be covered by the client's own 'Liability Insurance'. USWCEF or University staff will not be responsible for the movement of any equipment brought in by the hirer, their speakers or their delegates.

Please note that lighted candles, incense burners or plug-in air fresheners are not allowed on the premises.

All hirers, their speakers and their delegates must comply with all University health and safety and fire safety guidance and regulations.

The hirer accepts and will advise their delegates that the kitchen and food preparation areas within the conference centre and all other university premises are out of bounds and anybody, other than authorised University staff, accessing those areas or attempting to use the equipment within them will be required to leave the University's premises.

CATERING AND SUBCONTRACTED SERVICES

Menus, special dietary requirements and numbers must be advised no later than fourteen (14) days prior to the commencement of the event. Final numbers are to be confirmed two (2) working days prior to the event.

For larger events catering for over 100 delegates menus and numbers to be advised one (1) month in advance and final numbers confirmed fourteen (14) working days prior to the event.

Should final numbers reduce from those previously advised the full catering fee will apply.

If numbers increase by more than fifteen (15) delegates confirmation will be required from the Catering Manager in advance and acceptance of the increase will be at USWCEF's discretion.

Menus are provided as a guideline only and are subject to change, and are revised to suit the number of delegates and audience - a copy can be provided.

Catering for under fifty (50) delegates and evening/weekend bookings may be subject to an additional charge; this will be confirmed in writing at the time of the enquiry.

Please note that only food and drink provided by the University can be served in any University meeting room or catering outlet.

Food provided for meals shall not be removed from the premises following an event, i.e. refreshment snacks or buffet items in line with Food legislation to include the Food Safety Temperature Control Act 1995.

Any request to reschedule the delivery of refreshments or meal times will be subject to the Catering Manager's discretion.

Should goods/supplies become unavailable, discontinued or economically unviable, e.g. Wine or foods, alternative goods will be offered.

CHARGES

USWCEF reserves the right to increase the charges quoted provided notice is given to the hirer of such an increase not later than one hundred and twenty (120) days prior to the commencement of the event.

Where services are provided by a sub-contractor, USWCEF reserves the right to pass on any increases in charges for such services at any time.

In certain circumstance it may be necessary to add additional charges for items such as extra cleaning or staff overtime where necessary to service the event.

DATA PROTECTION

USWCEF takes its responsibilities seriously when processing the personal data it collects with regards to staff, students and all others with whom it interacts. The University, is a Data Controller for the purposes of data protection legislation and is registered with the Information Commissioner's Office. Personal data is any data from which a living individual can be identified. USWCEF's processing of personal data is covered by data protection legislation which includes the General Data Protection Regulation (GDPR) and the Data Protection Act (DPA) 2018 and abides by the framework that ensures that USWCEF processes personal data in an open and transparent manner and with due regard to the rights and freedoms of individuals.

OTHER STIPULATIONS

No animals, other than assistance dogs (details can be found at <http://www.assistancedogs.org.uk/law/>), may be brought onto or accommodated on University premises. If assistance dogs are to be brought onto University premises please advise in advance, so that reasonable adjustments can be made to accommodate the needs of the canine delegate.

Hirers and their delegates should refrain from any behaviour which may be perceived as harassment or annoyance to other users of the University on any basis and in particular on grounds of gender, nationality, race, religion or sexuality and sexual orientation. Hirers and their delegates should behave with dignity, courtesy and respect.

It is a requirement that USWCEF considers if any event is likely to have an impact on the University's reputation, and also consider whether there is any known or likely impact on the safety of students, staff or wider community attending the event or triggered by the event taking place. This includes detrimental impact on the University's premises and normal course of business.

USWCEF has the right to request information on any proposed external speaker or subject of discussion. Where insufficient information is provided the booking may be cancelled. This information must be provided at least twenty-one (21) days prior to the start of the event. All speakers are required to read and abide by the Freedom of Speech on University Premises: Code of Practice (appendix 1) and any policy relating to Dignity at Work and Study. If there are any concerns that the event will breach any legal provisions or obligations of the University, then the booking may be refused or cancelled.

Notwithstanding any permission which may be given by USWCEF we reserve the right, at the time of the Event, not to admit outside services to the premises and not to have outside equipment installed on the premises if, in our reasonable opinion to do so would risk:

- (a) causing danger to the health and safety of guests and/or employees;
- (b) causing offence to guests and/or employees; or
- (c) committing an offence or breaching any legislation applicable.

In certain circumstances it may be necessary to add additional charges for items such as extra cleaning, staff overtime and IT support where necessary to service the event.

USWCEF reserve the right to charge an administration fee when sourcing external suppliers for conferences and events.

Exclusive use of the premises cannot be guaranteed unless the contract stipulates hire of the whole of the premises.

USWCEF reserves the right to refuse a booking, at our discretion, providing a clear justifiable reason is in evidence of doing so.

ACCOMMODATION

For advance reservations a realistic estimate of numbers is required, a minimum of two months prior to the booking in order that University's Accommodation Services Team can liaise with the cleaning service provider.

Bedrooms are for sole occupancy only (with exception of the Studio apartments which have double occupancy). The hirer should ensure that the total number of persons using the accommodation does not exceed the number for which it has been booked.

Minimum numbers must be confirmed twenty-one (21) days prior arrival for charging purposes. Final numbers may increase thereafter, subject to availability and confirmation by USWCEF. A cancellation fee will apply for any reduction in numbers during this period as per the cancellation policy.

Room lists should be completed and returned no less than seven (7) days before arrival to meet safety regulations and to enable the University to provide an efficient service. USWCEF will provide a template for this.

Rooms are available for occupancy from 2.00pm on the day of arrival and must be vacated no later than 10.00am on the final day of the accommodation booking, unless prior alternative arrangements have been made with USWCEF's Conference Manager.

All groups shall have a group leader with whom USWCEF will liaise with throughout the hire period. A contact telephone number must be provided for USWCEF to contact this person 24/7 with any issues during the stay.

Any lost key cards may be charged for in the final invoice to the hirer at £10 per key card.

Prices do not include any additional services or products used during your stay. All such "incidental" charges along with the total price of stay on all rooms booked payable on departure.

No animals, other than assistance dogs (details can be found at <http://www.assistancedogs.org.uk/law/>), may be brought onto or accommodated on University premises.

Please be aware that accommodation bookings are subject to additional separate Terms and Conditions.



COMPLAINTS

Any complaints should be discussed with the Conference Manager. Any dispute arising post event/stay must be made in writing to the Conference Manager within seven (7) working days of the event.

Any complaints received arising from the unruly behaviour of a group or individual may result in the offending party being requested to immediately leave the event and University premises.

CONTACT INFORMATION

USW Conference Services

Tel: 01443 482002

University of South Wales

Fax: 01443 482914

Llantwit Road

e-mail: events@southwales.ac.uk

Treforest,

website: www.uswconferenceservices.co.uk

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Appendix 1

UNIVERSITY OF SOUTH WALES

FREEDOM OF SPEECH ON UNIVERSITY PREMISES: CODE OF PRACTICE

Introduction

The University of South Wales is an inclusive institution which aims to provide an environment where individuals are enabled to meet their full potential and to express themselves freely within the law.

The University is an academic community of staff and students. Central to this concept is the ability of all its members freely to challenge prevailing orthodoxies, query the positions and views of others and put forward radical ideas that may sometimes be controversial. An environment of free and open discussion is essential to the development of lively, enquiring minds and the ability to question argue and listen that is a central element in University education.

The Education Reform Act 1988 requires HEIs to ensure that academic staff have the freedom within the law to question and test received wisdom, and to put forward new ideas and controversial and unpopular opinions, without placing themselves in jeopardy of losing their jobs or any institutional privileges. The concepts of academic freedom and freedom of expression are complex and not always easy to balance with the responsibility to protect individuals from discrimination and harassment and to ensure public safety. The right to academic freedom is not absolute – it protects people only when engaged in academic activity and within their area of professional expertise and even then only when other concerns such as those of national security and public order are not deemed to be threatened.

At the same time, the University is committed to creating a context in which staff and students can work and study unhindered by hostility, offensive conduct or intimidation. Staff and students are expected to respect this in the manner and tone with which they express their views. This principle extends to conduct on line and on social media.

Universities do not function in a vacuum. We are a diverse community and value the richness that diversity and difference bring to the academic life of the institution and our ability to engage globally. Wider conflicts and disputes, often involving ethnicity or religious faith, may sometimes find expression on campus amongst the university community or other constituencies. The challenge for universities is to identify when the pursuit of freedom of ideas and expression crosses a threshold and becomes harmful.

The University recognises that people with radical views have things to say. In the context of the University community it is important that such views are expressed in a way which makes clear that they are not conducive to, or supportive of, causing harm or violence.

General legal principles, and in specific areas legislation, provide that the proportionate and reasonable limitation of expression is permissible in order to maintain public order and safety or to ensure that there is no breach of the law. Whilst the University recognises the right of staff and students to express opinions contrary to the corporate view, the right to freedom of speech is not absolute. The University will on occasion have to weigh conflicting demands for free public expression of ideas against concerns on its part regarding public order and safety or the potential for breaches of the law to occur. Furthermore the University has a duty under the Counter-Terrorism and Security Act 2015 to prevent staff and students from being drawn into terrorism and ensure they are being given appropriate advice and support. The University acknowledges that it has both a legal and a moral responsibility to act in a proactive manner

in order to minimise the possibility that harmful extremism or intolerance will arise on campus whilst at the same time ensuring the general continuance of freedom of speech. Such responsibility also falls to each member of staff. Consequently this Code of Practice should be read alongside the University's PREVENT protocol and the External Speaker policy. Staff who need further advice when considering these matters should contact the University PREVENT lead who is the designated single point of contact (SPOC) for all PREVENT matters.

Relevant legislation and good practice

Under Section 43 of the *Education Act (No.2) 1986*, although there is no legal obligation on the University to permit meetings, the University is legally required to 'take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of the establishment and for visiting speakers'. This includes a duty to ensure that so far as is reasonably practicable use of any University premises is not denied to any individual or body of persons on the grounds of their beliefs, views, policies or objectives.

The Act also requires an institution to issue and keep up to date a code of practice setting out the procedures to be followed by members, students and employees of the establishment in connection with the organisation of meetings and other activities on its premises and the conduct required of those taking part.

This Code of Practice is designed to comply with relevant legislation, including but not limited to the Education Act (No.2) 1986, the Public Order Act 1986, the Human Rights Act 1998 and the Equality Act 2010. It has been developed in the light of the guidance and good practice published in UUK's *Freedom of speech on campus: rights and responsibilities in UK universities* (2011), the Counter-Terrorism and Security Act 2015 and the Government publication '*Prevent Duty Guidance: Guidance for specified authorities in England and Wales on the duty in the Counter-Terrorism and Security Act 2015 to have due regard to the need to prevent people from being drawn into terrorism*'.

Scope of the Code of Practice

The provisions of this Code of Practice apply to all staff and students of the University, and to all visitors. They also apply, as appropriate, to external organisations wishing to use University premises and to public meetings, organised by staff, students or external organisations, to be held on the premises. While the detailed provisions of the Code relate primarily to formal events, it should be understood that the principles also apply to protect freedom of speech within the law during social, private and recreational events.

Definitions and Responsibilities

Within this Code of Practice:

An '**external speaker**' is defined as any person other than a student, employee or other member of the University, a member of the Student Union Staff or a member of Chaplaincy staff who is invited to speak on University premises on occasions other than as a normal part of an existing academic programme of study authorised by the relevant academic authority,

or as a normal part of formal authorised University business such as support staff consultation or training. The definition also includes any member of University staff who may be invited to speak at an event not directly related to his/her post. This is set out in the University External Speaker Policy.

The **'Responsible Officer'** who is also the PREVENT link within each faculty or department is defined as the person appointed to initially deal with any freedom of speech issues and with External Speaker applications. There will be a designated responsible officer/PREVENT link in every faculty, department, the Students' Union and the recognised Trades Unions. (See: PREVENT Protocol)

The Prevent Lead is the person appointed by the University to be the external and internal single point of contact (SPOC who has particular responsibility for advising staff on PREVENT related issues and for coordinating and leading a University response should a concern arise. (See: PREVENT Protocol)

The **'Principal Organiser'** is defined as the person taking responsibility for the event either organised by themselves or others. (See: External Speaker Policy)

The University Secretary is the person ultimately responsible to the Vice-Chancellor, and through the Vice-Chancellor to the Board of Governors, for ensuring compliance with this Code of Practice.

Principles and Procedures

1. So far as is reasonably practicable no premises of the University shall be denied to any individual or body on any grounds connected with their beliefs, views, policies or objectives.
2. The University considers that it is appropriate to refuse the holding of any event which, in the reasonably held opinion of the University Secretary, could:
 - a. Lead to the expression of views which are contrary to criminal law and might incite those attending to cause serious harm or create an atmosphere conducive to terrorism.
 - b. Constitute harassment or unlawful discrimination on the grounds of sex, race, disability, gender reassignment, sexual orientation, religion/belief and/or age, gender and pregnancy/maternity.
 - c. Be in breach of equality law, e.g. an event (other than a religious prayer/service) at which there is gender segregation.
 - d. Be in direct support of an organisation which promotes or incites hate towards individuals or groups.
 - e. Give rise to any serious disorder or breach of the peace.
3. Consideration will also be given to the following factors in deciding whether or not to approve the use of the University's premises for the event:
 - a. The safety of persons attending the event and those in the vicinity who might personally be put at risk.
 - b. The security of University premises.

- c. The potential damage to the reputation of the University.
 - d. Policies of the University of South Wales Students' Union relating to the use of Students' Union facilities.
4. The granting of permission for an event to take place does not imply endorsement by the University (or its staff or students) of the beliefs, views, policies or objectives of the individual or group concerned.
 5. All staff and students of the University who have a responsibility for the use of premises are required to record any invitation of an external speaker on the Engage web tool, in line with the External Speaker Policy. They are also responsible for bringing this Code of Practice to the attention of those proposing to invite an external speaker or organise an event.
 6. The Principal Organiser of a meeting or activity to which an external speaker is to be invited is required to make an application in accordance with the External Speaker Policy and adhere to the Policy's procedures. This requirement also applies to an event into which an external speaker is streamed live, or in which a film is shown on occasions other than as a normal part of an existing academic programme of study authorised by the relevant academic authority, or as a normal part of formal authorised University business or formal student/staff support activity.
 7. Each PREVENT Link also has the authority to take or initiate action in the case of the display of posters or the organisation of campaigns on campus that could constitute a risk in terms of paragraphs 2 and 3 above, or the suspected presence of outside pressure groups on campus.

The Board of Governors must receive a report on the operation of this Code of Practice at intervals not exceeding three years and consider whether it should be revised. The PREVENT Duty Guidance is an emerging area of legislation and the University will be guided on its development by government, wider HE partnerships and other statutory bodies. This policy will be reviewed in the light of those emerging developments.