

Thank you for choosing Conference Aston Limited.

These terms and conditions apply to all Event and Group Accommodation Bookings made from 1st November 2024.

1. Our Contract

- 1.1 We are Conference Aston Limited, company number 04091112. Our registered office at Aston University, Aston Triangle, Birmingham, B4 7ET (“Conference Aston”).
- 1.2 The Booking Contract sets out the following:
 - 1.2.1 the details of the business entering into the Booking with Conference Aston (the “Customer”);
 - 1.2.2 the fee payable by the Customer to Conference Aston in consideration of providing the services (the “Booking Fee”);
 - 1.2.3 the date the Booking Contract is signed (the “Booking Date”);
 - 1.2.4 the date on which the Customer will arrive at Conference Aston (“Date of Arrival”);
 - 1.2.5 the date on which the Customer (and Guests in attendance to the Event outlined within this Booking Contract) will depart from Conference Aston (“Date of Departure”);
- 1.3 These Terms and Conditions and the Booking Contract together forms the contract with the Customer (the “Booking”). Each will be referred to as a “Party” and together the “Parties” in these Terms and Conditions.
- 1.4 The Booking will commence on the Booking Date and shall continue until the day following the Date of Departure when it shall automatically terminate unless otherwise agreed by the Parties or terminated in accordance with these Terms and Conditions (the “Term”).
- 1.5 A legally binding arrangement will be entered into by the Parties on entry into the Booking Contract by the Parties.

2. Working Together

- 2.1 Conference Aston undertakes to deliver your Event in accordance with the requirements set out in the Booking Contract and in accordance with these Terms and Conditions.
- 2.2 For the purposes of these Terms and Conditions:
 - 2.2.1 “Guests” means any persons or authorised representatives nominated by the Customer to attend to the Event in any capacity, including residential guests who are linked to the Event, as part of an allocation or allotment of bedrooms included within the Booking Contract; and
 - 2.2.2 “Event” means the event booked at Conference Aston beginning on the Date of Arrival and ending on the Date of Departure.
- 2.3 The Parties undertake to work together to deliver their obligations in respect of the Booking and the Customer hereby undertakes to procure that Guests will comply with the expectations and requirements as set out in these terms and conditions.

3. Changes and communication

The Parties hereby agree to communicate without delay any issues they may have in performing their obligations under this Booking.

4. Pre-Event Information

4.1 To facilitate Conference Aston's delivery of the Event, the Customer is asked to provide the following, where applicable, not less than 2 weeks prior to the Event:

4.1.1 name of Event organiser and any other relevant contacts;

4.1.2 final number of Guests;

4.1.3 Guest rooming list;

4.1.4 special/dietary/allergen requirements of Guests attending the Event in any capacity;

4.1.5 where requested by Conference Aston, menu choices and specific catering requests; where these are not received at least two weeks before the Event start date, the Customer acknowledges that Conference Aston may need to impose a set menu;

4.1.6 room requirements (i.e. layout or equipment);

4.1.7 estimated time of arrival and departure;

4.1.8 any other additional reasonable requirements;

4.1.9 a valid purchase order;

4.1.10 a valid job code (Aston University Bookings Only)

4.1.11 an agenda;

4.1.12 details of any third parties (e.g. suppliers) who will be involved in delivering the event, and any associated health and safety documentation;

4.1.13 the name of external speakers or trainers and all necessary details regarding the organisation for which they work; and

4.1.14 Guest safeguarding considerations.

4.2 The Customer will notify Conference Aston of any mobility requirements that are required. Conference Aston will accommodate for such mobility requirements in accordance with all the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes.

4.2.1 Event space capacity and configuration is subject to change dependent on the advised mobility or access requirements. Conference Aston reserves the right to reduce the overall capacity of a room in response to accessibility requirements and will advise The Customer of any changes on review of the requirements provided.

4.3 The Customer will notify Conference Aston of the names and ages of any Guests who will be aged under 18 at the Date of Arrival. This information will be provided as soon as possible and in any event no less than two months' prior to the Date of Arrival.

4.4 In the event that any Guests are aged under 18, the Customer agrees to comply with Conference Aston's safeguarding procedure, which outlines the considerations for the Event to ensure Guests under 18 are accommodated appropriately. A copy of the

procedure will be supplied by Conference Aston. If you are unable to comply with the procedure then your booking may be cancelled by Conference Aston.

5. Dietary and Allergen Information

- 5.1 The dietary and allergen information applicable to Guests visiting Conference Aston in any capacity, must be obtained by the Customer as part of the pre-event process and provided to Conference Aston no later than 2 weeks prior to the Date of Arrival.
- 5.2 Conference Aston will supply a Guest Dietary and Allergen Information Form to the Customer. This should be completed and returned to Conference Aston no later than two weeks prior to the event start date or, where the event is booked with less than two weeks' notice, upon return of the signed contract.
- 5.3 Guests with dietary and allergen requirements will be asked to carry a dietary and allergen information card during the course of the event, to present to our food and beverage team and ensure they are catered for with set, pre-prepared meals and refreshments for relevant meal services and refreshment breaks. In the event the Guest does not consume the pre-prepared meal on the day of the Event and service is taken from the standard buffet, a charge may apply for the additional meal.
- 5.4 Conference Aston is unable to guarantee any public area of the Hotel to be 100% free of allergens. The Customer and its Guests are asked to consider this, particularly for severe or airborne allergies.

6. Payment

- 6.1 For contracts with a value of £40,000 nett of VAT or less at the point of initial contract and where no Credit Facility has been agreed in accordance with clause 6.7, the Customer will pay Conference Aston:
 - 6.1.1 25% of the Booking Fee when the Booking Contract is signed (the “**Deposit**”); and
 - 6.1.2 75% of the Booking Fee 30 days prior to the Date of Arrival.
- 6.2 For contracts with a value of £40,000 nett of VAT or less at the point of initial contract and where a Credit Facility has been agreed in accordance with clause 6.7, the Customer will pay Conference Aston:
 - 6.2.1 25% of the Booking Fee when the Booking Contract is signed (the “**Deposit**”); and
 - 6.2.2 75% of the Booking Fee within 30 days of the Date of Departure.
- 6.3 For contracts with a value greater than £40,000 nett of VAT at the point of initial contract and where no Credit Facility has been agreed in accordance with clause 6.7, the Customer will pay Conference Aston:
 - 6.3.1 10% of the Booking Fee when the Booking Contract is signed (“the **Deposit**”);
 - 6.3.2 15% of the Booking Fee six months prior to the scheduled Date of Arrival;
 - 6.3.3 25% of the Booking Fee four months prior to the scheduled Date of Arrival; and
 - 6.3.4 50% of the Booking Fee 30 days prior to the scheduled Date of Arrival.
- 6.4 For contracts with a value greater than £40,000 nett of VAT at the point of initial contract and where a Credit Facility has been agreed in accordance with clause 6.7, the Customer will pay Conference Aston:

- 6.4.1 10% of the Booking Fee when the Booking Contract is signed (“the Deposit”);
- 6.4.2 15% of the Booking Fee six months prior to the scheduled Date of Arrival;
- 6.4.3 25% of the Booking Fee four months prior to the scheduled Date of Arrival; and
- 6.4.4 50% of the Booking Fee 30 days prior to the scheduled Date of Departure.
- 6.5 Unless the appropriate VAT exemption applies, payments will be subject to VAT which the Customer will additionally pay to Conference Aston upon receipt of a correctly rendered and properly completed VAT invoice. For the purposes of this clause 6.5, “VAT” means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.
- 6.6 If the Customer defaults in the payment of any sum due to Conference Aston, such sum will bear interest at the rate of three per cent (3%) per annum over the base rate of Barclays Bank PLC in force from time to time, from the due date until payment is made to the other party (irrespective of whether the date of payment is before or after any judgment or award in respect of the same).
- 6.7 Conference Aston may grant a credit facility to the Customer (“the Credit Facility”). The Credit Facility will be agreed in writing between Conference Aston and the Customer. Prior to granting the Credit Facility, the Customer acknowledges that Conference Aston reserves the right to undertake a credit check to ensure the Customer is able to meet the requirements of any deposit or payment plan. If Conference Aston are reasonably satisfied that the plan cannot be met, Conference Aston reserves the right to request full pre-payment or cancel the booking.
- 6.8 The Customer will notify Conference Aston of any changes to its credit provision prior to the Customer’s arrival which may affect the Customer’s ability to pay any outstanding invoices.
- 6.9 In the event that the Customer makes any overpayment in connection with this Entire Agreement (or any other agreement between the parties), the Customer may, upon written notice to Conference Aston:
 - 6.9.1 Deduct the amount of such overpayment from any future invoice; or
 - 6.9.2 require repayment of such sum within 30 days after the date on which it serves written notice on Conference Aston.

7. Cancellation and Variation Charges

- 7.1 Conference Aston will always work with the Customer to ensure that the Booking can take place and will be flexible in respect of cancellation or postponement in connection with any circumstances relating to a Force Majeure Event. Where possible, we may with the Customer’s agreement accommodate the event at an alternative venue or on an alternative date, as detailed under clause 8.6.
- 7.2 In the event of Cancellation or Variation Charges which fall outside of circumstances classed as a Force Majeure event, the Customer will pay the charges set out in clause 7.4 or 7.5 if:
 - 7.2.1 the Customer cancels all or any part of the booking contract (which is not due to breach of the entire agreement by Conference Aston) in accordance with the time stipulations set out in clauses 7.4 and 7.5; or
 - 7.2.2 the Customer reduces the number of guests in accordance with the time stipulations set out in clauses 7.4 or 7.5 (“cancellation charges”).

- 7.3 In the event that clause 7.2.2 is applicable, Conference Aston reserves the right to allocate alternative facilities at its premises to the customer to accommodate for the size of the Event. In any event, the Customer will notify Conference Aston of any cancellation or variation by written notice.
- 7.4 The Customer will pay Conference Aston the following cancellation charges for contracts with a value of £40,000 nett of VAT or less at the point of initial contract:
- 7.4.1 0% of the booking fee if 181 days' (or more) notice is given;
- 7.4.2 10% of the booking fee if 121-180 days' notice is given;
- 7.4.3 25% of the booking fee if 91-120 days' notice is given;
- 7.4.4 50% of the booking fee if 61-90 days' notice is given;
- 7.4.5 75% of the booking fee if 31-60 days' notice is given
- 7.4.6 100% of booking fee if less than 31 days' notice is given.
- 7.5 The Customer will pay Conference Aston the following cancellation charges for contracts with a value above £40,000 nett of VAT at the point of initial contract:
- 7.5.1 0% of the booking fee if 366 days' (or more) notice is given;
- 7.5.2 10% of the booking fee if 271-365 days' notice is given;
- 7.5.3 25% of the booking fee if 181-270 days' notice is given;
- 7.5.4 50% of booking fee if 121-180 days' notice is given;
- 7.5.5 75% of the booking fee if 61-120 days' notice is given; or
- 7.5.6 100% of the booking fee if less than 61 days' notice is given.

8. Force Majeure

- 8.1 For the purposes of this clause 8, "Force Majeure" means in relation to either Party, any circumstances beyond the reasonable control of that Party, including but not limited to any strike, lock-out, or other form of industrial action, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, act of God or global pandemic;
- 8.2 In cases where the Force Majeure event is a global pandemic or infectious disease affecting some or all of the UK, clause 9 will apply.
- 8.3 Subject to clause 9, neither Party will be liable or in breach to the other to the extent that it is unable to perform its obligations due to Force Majeure provided that the Party unable to perform notifies the other in writing as soon as reasonably practicable of:
- 8.3.1 the Force Majeure;
- 8.3.2 its causes; and
- 8.3.3 the likely effect of the Force Majeure.
- 8.4 The Parties will work together in the instance of a Force Majeure Event, to mitigate the impact of any such event and achieve a mutually agreeable resolution.

- 8.5 Where we are affected by a Force Majeure event which requires us to alter or cancel your booking, we will use our reasonable endeavours to offer you an alternative booking. If you do not wish to accept the offered alternative or wish to cancel your Booking Contract, you must notify us within five (5) working days of the notification of the Force Majeure event. Where you wish to accept an alternative booking, we will use your deposit towards that alternative booking. Where you wish to cancel your booking, we may withhold your deposit and cancellation charges may apply.
- 8.6 Conference Aston may, in consultation with the Customer, relocate all or part of the Booking to a mutually agreed alternative hotel or venue in the event of Force Majeure, full or partial Hotel closure, Property Management System error or an event beyond the control of the Hotel that affects Conference Aston's ability to honour all or part of the Booking. In the event of a cancellation case, the Customer will receive a full refund of the cancelled elements of the Booking. In the event that Conference Aston is able to relocate the agreed parts of the Booking to another hotel or venue of similar size and standard, Conference Aston will mitigate any additional costs where reasonably practicable, or agree any additional costs with the Customer, prior to the relocation. The Customer acknowledges that Conference Aston accepts no liability for any loss or damage suffered by or caused to Guests in the consequence of relocation.
- 8.7 The Party not affected by Force Majeure may terminate the Booking if the Force Majeure continues for a period of one month or longer.

9. Infectious Diseases

- 9.1 The Parties acknowledge that they may be required to comply with official guidance from the UK Government, including any guidance issued in response to pandemic or infectious disease affecting some or all of the UK.
- 9.2 The Parties hereby agree to communicate without delay any issues they may have in performing their obligations under this Booking, whether or not this results from adherence to UK Government guidance.
- 9.3 Conference Aston acknowledges that UK Government guidance may require us to implement one or more recommended practises or measures for the safety of Conference Aston staff and the Guests. Conference Aston will consult with Customers wherever possible and within a reasonable timeframe.
- 9.4 If we are obliged due to UK Government guidance to close our venue, we may offer you an alternative date for the event. If an alternative date cannot be agreed, the booking will be deemed cancelled and your deposit will be returned in full.
- 9.5 If you are unable to provide the agreed Guest numbers because of infections or travel restrictions, we will use our reasonable endeavours to offer you an alternative booking. If you do not wish to accept the offered alternative or wish to cancel your Booking Contract, you must notify us within five (5) working days of the notification of the Force Majeure event. Where you wish to accept an alternative booking, we will use your deposit towards that alternative booking. Where you wish to cancel your booking, we may withhold your deposit and cancellation charges may apply.

10. Termination

- 10.1 Where the Customer terminates the Booking for convenience, Conference Aston reserves the right to retain the Deposit if the date of such cancellation precludes Conference Aston (acting reasonably) from reselling the dates/spaces making up the Event. Conference Aston will consider all such cancellations on a case by case basis.
- 10.2 Either Party may terminate the Booking if the other Party becomes Insolvent.

- 10.3 For the purposes of clause 10.2, "Insolvent" means if either party:
- 10.3.1 proposes or passes a resolution for its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up;
 - 10.3.2 is subject to an application to or order or notice issued by a court or other authority of competent jurisdiction for its winding up or striking off;
 - 10.3.3 enters administration or is the subject of an application for administration filed at any court or a notice of intention to appoint an administrator given by any person filed at any court;
 - 10.3.4 proposes, makes or is subject to, a company voluntary arrangement or a composition with its creditors generally, an application to a court of competent jurisdiction for protection from its creditors generally or a scheme of arrangement under Part 26 Companies Act 2006;
 - 10.3.5 has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;
 - 10.3.6 ceases to trade or appears, in the reasonable opinion of the other Party, to be likely to cease to trade;
 - 10.3.7 is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; or
 - 10.3.8 is the subject of any event that is equivalent or similar to any events mentioned in clauses 10.3.1 to 10.3.7 inclusive.
- 10.4 In the event that the costs to Conference Aston of delivering the event (including but not limited to the costs of food and beverages, utilities and staffing) increase to such a level that, in the reasonable opinion of Conference Aston, the booking becomes unviable, the parties agree to negotiate an increase to the Booking Fee. In the event that such an increase cannot be agreed, Conference Aston has the right to terminate this Booking Contract.
- 10.5 Clauses 1 (Our Contract), 5 (Payment), 8.1-8.4 (Limitation of Liability), 9 (Confidential Information and Data Protection), 10 (Intellectual Property), 11 (Publication and Reputation), 14 (Governing Law), and 15 (Dispute Resolution) will survive termination or expiration of the Booking.

11. Limitation of Liability

- 11.1 Neither Party limits its liability for:
- 11.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or
 - 11.1.2 fraud by it or its employees; or
 - 11.1.3 breach of any obligation as to title implied by statute; or
 - 11.1.4 any other act or omission, liability for which may not be limited under the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes.
- 11.2 Conference Aston shall not be liable to The Customer whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Booking.

- 11.3 The total liability of the Customer to Conference Aston, whether in contract, tort, negligence, breach of statutory duty or otherwise, in respect of any one claim or series of claims under or in connection with this Booking shall be limited to the sum equal to the contracted value specified in the Booking Contract properly paid and payable.
- 11.4 This Booking does not affect the Customer's statutory rights as a consumer.
- 11.5 Conference Aston reserves the right to invoice the Customer if Conference Aston becomes aware of any damage or theft to its property that is proved to have been caused by the Customer. Conference Aston warrants that it will mitigate its costs and invoice the Customer for only reasonable costs incurred which are not covered by its insurance.
- 11.6 Conference Aston will not be liable for any loss or damage to property (including vehicles and its contents), equipment or any personal belongings brought onto Aston University's premises by the Customer. This clause will not apply where such loss or damage is caused by the act or omission of Conference Aston.
- 11.7 Conference Aston will notify the Customer in writing of any items removed by the Customer from Conference Aston's premises without its prior written consent and the Customer shall return the same within 14 days. Failure to return the same will result in Conference Aston charging a reasonable sum for such items which it can prove were removed by the Customer.
- 11.8 The Customer agrees to fully indemnify Conference Aston against all and any reasonable direct claims, damages, costs and losses as a result of any act or omission of the Customer, Guests included on the Booking Contract, subsidiaries, employees, agents, or sub-contractors in connection with the Booking Contract up to the value of the Booking Fee.

12. Confidential Information and Data Protection

- 12.1 For the purposes of this clause 12, "Confidential Information" means any data and other information provided or disclosed by either Party to the other Party (whether before, on or after the Booking Date and whether provided in writing, orally or otherwise) that has been designated in writing as confidential, stated to be confidential, or that ought reasonably in the circumstances of disclosure to be considered as confidential.
- 12.2 Conference Aston will not disclose any Confidential Information belonging to the Customer to any third party without the Customer's prior written consent except:
- 12.2.1 if such Confidential Information has been authorised by the Customer to use;
- 12.2.2 is required by law; or
- 12.2.3 is in the public domain at the time of disclosure.
- 12.3 The Parties will comply with the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 as retained in UK law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("the UK GDPR"), as amended, replaced or superseded from time to time ("the Data Protection Laws"). Conference Aston processes personal data as a "Data Controller" as defined in the Data Protection Laws. Conference Aston's privacy notice for all data processing activities is available on our parent company's website.

13. Intellectual Property

- 13.1 By accepting these Terms and Conditions, the Customer gives Conference Aston express consent to use the Customer's name and/or logo for the sole purpose of wayfinding and signage for events for the Term of the Booking. If using the Customer's logo, Conference Aston will use the same in accordance with the Customer's branding guidelines.
- 13.2 In the event either Party wishes to use the other Party's name and/or logo (or affiliated logo) for any purpose other than those set out in clause 13.1, such Party will obtain prior written consent from the other Party for such use and (if such consent is given, at the discretion of the other Party) will comply strictly with all of the other Party's directions from time to time as to the manner of such use.

14. Publication and Reputation

- 14.1 Each Party acknowledges the other Party's public reputation and legal responsibilities. Neither Party will partake in any such act that will, or is likely to, cause harm to the public reputation of the other Party.
- 14.2 Neither of the Parties will publish any marketing material relating to the services provided by Conference Aston without the prior written consent of the other Party. Any wording for any such marketing materials will be mutually agreed between the Parties prior to its use.

15. Notices

- 15.1 All written notices will be signed by the sender and sent to the other Party. The Customer may email Conference Aston a copy of such notice at info@conferenceaston.co.uk. Conference Aston will send notices to the Customer to its registered address for the attention of the nominated individual as notified by the Customer.
- 15.2 A notice will be deemed to have been received
- 15.3 at the time of delivery if delivered personally;
- 15.4 at the time of signature of the courier's delivery receipt; if delivered by commercial courier; and
- 15.5 if sent or supplied by electronic means, when a delivery receipt is received.

16. The Hotel's Expectations of Guests attending the Customer's Event

- 16.1 The Customer and its Guests are to use the Conference Aston facilities for the purpose(s) for which the booking has been made.
- 16.2 All Guests and staff at Conference Aston are to be treated with dignity and respect. Threatening, intimidating, violent, discriminatory, prejudicial or offensive behaviour will not be tolerated. Conference Aston reserves the right to investigate any allegations and where necessary, inform the police. The Customer will be informed of any allegations relating to its Guests.
- 16.3 Conference Aston reserves the right to exclude any Guest where they reasonably consider such persons to be in breach of clause 16.2 The Customer will be informed of any instances relating to its Guests.

- 16.4 The Customer and its Guests must obtain Conference Aston's prior written approval if they wish to attach any items to the walls, floors or ceiling of the Hotel.
- 16.5 The luggage room is only available to Guests and is subject to availability. The luggage room is not to be used for storage for anyone other than Guests. Conference Aston expects that Guests will collect their belongings from the luggage room when checking out or departing the Hotel.
- 16.6 In the event of a fire alarm, Guests should follow instructions provided and follow the directions of Conference Aston staff, evacuating immediately and reporting to the assembly point to which they are directed.
- 16.7 The Customer's designated Event host may be asked to support with a roll call of Guests who are part of the Booking and notify the designated Fire Marshall of any Guests they cannot account for.
- 16.8 Fire exits and fire-related equipment must be kept clear and visible at all times.
- 16.9 Guests must report to Conference Aston any situation during the booking they believe to be potentially hazardous. In the context of fire prevention, this may be something which could lead to an outbreak of fire (e.g. Unsafe storage of flammable materials) or something which would hinder the safe evacuation of the premises in the event of a fire (e.g. Obstruction of fire escapes).
- 16.10 Guests must comply with Conference Aston's health and safety policies available at the venue website.
- 16.11 Guests are not permitted to bring into the facilities any item that has the potential to endanger others (e.g. Hazardous equipment). Conference Aston reserves the right to check any equipment and refuse its use if deemed unsuitable or unsafe.
- 16.12 Guests are not to use any part of the facilities for any activities which could reasonably be considered dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to the venue, other Bookings, Guests or any neighbouring property.
- 16.13 Guests should not access any areas of the facilities other than those allocated for providing services for the Customer's Booking.
- 16.14 If Guests require any items to be delivered to Conference Aston prior to the Date Of Arrival, arrangements must be made in advance. Conference Aston will use all reasonable endeavours for the safekeeping of such items which will nevertheless remain at the owner's risk and Conference Aston will not be responsible for any loss theft or damage unless caused by the venue or one of its employees or agents.
- 16.15 Conference Aston may, at its sole discretion, assist the Guest, where reasonably possible, with the storage of equipment. Should Conference Aston permit any equipment to be stored, such equipment shall be entirely at the Customer or Guest's own risk and the venue accepts no liability for any loss or damage to any items in storage on the premises unless caused by the venue or one of its employees or agents.
- 16.16 Guests should not use any technology provided by Conference Aston to download or access any unlawful or obscene material; or cause unreasonable disturbance to other Guests or venue staff.
- 16.17 Guests must adhere to the Terms and Conditions applicable to the use of the Conference Aston WiFi service. WiFi is not available to Guests under 18.

17. General Provisions

- 17.1 Assignment/Novation: The Parties will not assign, novate or otherwise dispose of any or all of their respective rights and obligations under the Booking unless it is in writing and signed by or on behalf of each of the Parties.
- 17.2 Variation:
- 17.2.1 Any variation made by the Customer which results in a change to the contracted Booking Fee of 10% or less must be requested in writing to Conference Aston and will be confirmed, subject to availability, by the issuing of a new Operational Event Schedule to the Customer.
- 17.2.2 Any variation made by the Customer which results in a change to the contracted Booking Fee of more than 10% must be requested in writing to Conference Aston and, subject to availability, will only be valid on receipt by the venue of a Booking Contract outlining the variation, signed on behalf of the Customer.
- 17.2.3 If Conference Aston needs to make a Variation to the Booking, we will notify you in writing.
- 17.3 Entire agreement: these Terms and Conditions and the Booking Contract constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements and understandings between the Parties with respect hereto whether written or oral and whether express or implied.
- 17.4 Severance: the illegality, invalidity or unenforceability of any paragraph or part of the Booking will not affect the legality, validity or enforceability of the remainder of it. If any paragraph or part of the Booking is found by any competent court or authority to be invalid, illegal or unenforceable, the Parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.
- 17.5 Third party rights: except as expressly provided elsewhere in the Booking, a person who is not a party to the Booking will not have any rights of enforceability under the Contracts (Rights of Third Parties) Act 1999. The Parties need not require consent from any other party when exercising any of its obligations under the Booking.
- 17.6 Waiver: no failure or delay by either Party to exercise any right or remedy provided under these Terms and Conditions or by law will constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 17.7 Safe-keeping of Customer's property: Conference Aston will ensure that any traceable deliveries from the Customer in relation to the Event are stored prior to the event date. Conference Aston will keep Guests' luggage in a designated room, at the customer's own risk and as agreed with the Customer. Conference Aston accepts no liability for items stored onsite prior to the event, or items left by Guests. Conference Aston will notify the Customer of any reasonable charges and costs incurred to remove any such items, and the Customer will be liable for any such notified costs.
- 17.8 In accordance with Conference Aston's Lost Property policy, the Customer will be notified of any items left by the Customer or their Guests, including lost property associated with the Event. Items will be stored for one (1) month from the Event end date. If items are not collected or returned within this time, Conference Aston reserves the right to dispose of any such items.

- 17.9 Insurance: Conference Aston shall maintain during the period of this Booking with a reputable insurance company adequate insurance against its liabilities under the Booking on terms no less favourable than those generally available to a prudent supplier in respect of risks insured in the international insurance market from time to time.
- 17.10 Order of precedence: in the event and only to the extent of any conflict between these Terms and Conditions and the Booking Contract, these Terms and Conditions shall prevail except where the Booking Contract specifically states that its terms are to prevail over these Terms and Conditions.
- 17.11 Amendments to statutory laws: a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time-to-time and shall include all subordinate legislation made from time-to-time under that statute or statutory provision.
- 17.12 Anti-corruption and anti-bribery: each party shall comply with the Bribery Act 2010; and:
- 17.12.1 have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance and will enforce them where appropriate;
- 17.12.2 neither Party shall engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (whether such an act was committed in the UK or not);
- 17.12.3 if any breach by either Party (or anyone acting on its behalf) of this clause 13.11 is suspected or known, that Party must notify the other Party immediately and must respond promptly to the other Party's enquiries and co-operate with any investigation; and
- 17.12.4 any breach of this clause 16.11 by either Party or anyone acting on its behalf shall be deemed a material breach of the Booking not capable of remedy.
- 17.13 Safeguarding: In the event of an individual under the age of 18 ("Minor") attending the Event, the Customer must adhere to Conference Aston's Safeguarding Procedure, where there must be one adult responsible for every group of up to 10 Minors.

18. Governing Law

The formation, construction, performance, validity and all aspects whatsoever of the Booking (including non-contractual disputes or claims) will be governed by English Law.

19. Dispute Resolution

- 19.1 Subject to the remainder of this clause 18, the Parties agree irrevocably that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with the Booking or its subject matter.
- 19.2 If any dispute or claim arises out of or in connection with the Booking, the Parties shall, following service of written notice by one Party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable.