



2.13 The party claiming relief under this Clause C shall:

- (a) Use all reasonable endeavours to avoid, minimise or remove the Force Majeure Event in question.
- (b) Afford to the other party reasonable facilities for obtaining further information about that Force Majeure Event.

2.14 Circumstances or events beyond the reasonable control of the parties shall include (but shall not be limited to) civil commotion, riot, strikes, lockouts, acts of God, storm, flood, dense lasting fog, snow, earthquake or subsidence, fire, explosion, machinery breakdown, failure of plant or collapse of structures, acts of government or any agency, branch, department or representative thereof, voluntary or mandatory compliance with any direction, request or order of any governmental authority

### 3. Health and Safety

- 3.1 The hirer shall notify the centre of any visitors with special needs or requirements at the time of booking. There is an Access Statement located on TMC's web page.
- 3.2 The hirer shall notify the centre of any third party electrical equipment to be brought onto site. The hirer is responsible for ensuring that equipment is safe to use (e.g. is under 1 year old or has been tested for electrical safety (PAT)). TMC reserves the right to refuse permission to use equipment if, in the Centre's own judgement, this would endanger the Centre, its staff, its visitors or the hirer. TMC is not obliged to give a reason to justify that decision.
- 3.3 The hirer shall ensure that all relevant Health & Safety and Orientation notices are given to their delegates at the start of the event (e.g. location of Fire Exits and muster points, toilets, etc).
- 3.4 Health and Safety information sheets are contained within each meeting room, and further copies are available from reception.

### 4. Liability, Licence and Insurance

- 4.1 TMC will not be liable for any accident or injury to persons using the Centre's premises or third parties involved, in accordance with this bookings policy.
- 4.2 Insurance is the responsibility of the hirer making this booking. Hirers are required to make their own insurance arrangements and must keep in place the necessary insurances and upon request of TMC provide proof that these insurances are in place as necessary.
- 4.3 The hirer must agree to indemnify and keep indemnified TMC from and against all loss, damage, costs, claims, demands, expenses or charges which the Centre may sustain or incur in respect of any matter arising out of the use of the accommodation or the conditions relating thereto, and to pay to the Centre on demand such sums as may be payable by reason of this indemnity.
- 4.4 TMC does not accept any responsibility for any item of furniture, personal effects or other belongings left in rooms or with Reception, and has the right to dispose of such property, the costs of such disposal being the responsibility of the client.
- 4.5 TMC is not licensed for gaming for the purposes of the Gambling Act 2005.
- 4.6 TMC reserves the right to vary the facilities offered including, where necessary, to change the room made available at its own discretion.
- 4.7 CCTV operates within TMC and its grounds for the purposes of crime prevention and detection. The equipment is operated with the guidelines of the Data Protection Act.

### 5. Use of Centre

- 5.1 Use of TMC shall be for the purposes stated at the time of booking. The client shall not use the room other than in connection with the client's business and in any event shall not permit the room to be used for any illegal activity.
- 5.2 Hirers will use only those parts of the premises and facilities specified on the booking form. Hire does not confer rights to occupy other rooms, lecture theatres or offices, nor does it grant exclusive rights to such common spaces as the café, restaurant or Bar Lounge. Hirers should respect any areas designated out of bounds to visitors, including staff offices.
- 5.3 TMC shall not be liable for lack of availability of Centre facilities unrelated to the specified hired rooms or facilities as agreed at time of booking.
- 5.4 TMC shall not be liable where numbers of attendees are at variance with that specified at time of booking.
- 5.5 Hirers will be responsible for the behaviour of those present and for ensuring that activities and persons present do not cause a nuisance, to TMC staff, visitors or other third party users of the centre.
- 5.6 Hirers will be liable for additional charges where room use extends beyond the stated booking period - i.e. half or full day rate.
- 5.7 The hirer and their delegates shall respect the rules and regulations of Bangor University parking enforcement including TMC parking arrangements which are issued in advance of hiring. Note that the number of parking spaces at TMC is limited.
- 5.8 Hire of the facilities does not automatically confer rights to park at TMC.
- 5.9 Right of access to all parts of TMC premises at all times is reserved to the Centre staff or any authorised officer or other person authorised by the Centre.
- 5.10 Free wireless internet is available upon request and users must conform with all acceptable user policies in force.  
The University's acceptable use policy can be found at the following link:  
[http://www.bangor.ac.uk/itservices/policies/accept\\_use.php](http://www.bangor.ac.uk/itservices/policies/accept_use.php)

#### Cyfeiriad Cofrestredig/Registered Address:

North West Wales Management Development Centre Ltd, t/a The Management Centre  
Bangor Business School, College Road, Bangor, Gwynedd LL57 2DG  
Cofrestrwyd yng Nghymru a Lloegr/Registered in England and Wales Rhif/No. 05473157



- 5.11 Additional signage (e.g. direction signs) may not be placed by the hirer on any part of the building without specific agreement of TMC staff.
- 5.12 TMC reserves the right to display details of all meetings, events and accommodation groups on its digital displays located in the main hall and lobbies.
- 5.13 Hire of facilities and display of relevant information by TMC does not constitute an endorsement of the hirer, the meeting or the hirer's organisation by TMC.
- 5.14 No alteration to the building structure, equipment or furnishings may be made. Use of third party equipment must also be agreed with the Centre Facilities Manager or their designated representative.
- 5.15 TMC's Facilities Manager is the authorised representative of the Centre and is empowered to enforce the conditions of hire and to refuse entry to or require persons to leave the premises.
- 5.16 Hirers will notify the Centre immediately after the event of any incident, damage or other proceeding that occurred during the event. Breakages will be charged to Hirer at the discretion of TMC.
- 5.17 A 'No Smoking' policy is in force within all parts of TMC. Smoking may be permitted within designated areas outside the building. Hirers and guests are required to conform with any No Smoking policy in force at the time. Smoking in Guest Accommodation attracts a penalty fee of £100.00 for a deep clean to the area affected.

## 6. Catering

- 6.1 TMC has its own catering facilities and the Hirer shall book any catering requirements that accompany room hire at TMC with the Centre's staff at time of booking. The hirer shall not use any outside catering service without the prior written agreement of TMC, neither shall the hirer engage the services of TMC's catering provision directly in relation to meetings held in any part of the Centre without prior agreement of TMC.
- 6.2 TMC reserves the right to secure catering provision from external sources to meet hirer's requirements should this be necessary.
- 6.3 Hirer must confirm numbers of attendees with at least 48hr before event and also notify any changes in attendee numbers that are +/- 10% of the agreed number at time of booking. TMC will invoice for catering based on the volumes supplied and will not reduce charges for changes made within this 48 hour timescale.
- 6.4 TMC will not be liable for any losses arising from lower than expected numbers, or additional charges arising from higher than expected numbers.
- 6.5 Additional charges arising from use of Centre café or restaurant are the responsibility of the hirer. A 'tab' may be set up at either, at the discretion of TMC and will be settled in line with the final invoice.
- 6.6 TMC makes no guarantee regarding availability or otherwise of catering services not related to the hirer's use of TMC – for example, evening restaurant services.
- 6.7 TMC may, at its discretion, request an additional deposit in regard to certain events having heavy staffing/catering requirements (e.g. banquets, conferences, weddings etc).
- 6.8 Cancellation charges will also apply to catering. Cancellations made less than 48h from the event will be liable to 100% charges.

## 7. General

- 7.1 This agreement is between TMC and the hirer and is not assignable.
- 7.2 This agreement is a contractual agreement for the provision of services by TMC to the hirer and hirer acknowledges that no tenancy, lease or rights to occupy are created in favour of the hirer.
- 7.3 Bangor University Business Club Members are entitled to a 10% saving off the Commercial booking rate for hire of the facility but this does NOT apply to any hospitality.

## 8. Late Payment Penalties

- 8.1 Late payments attract the following charges subject to the invoice date:
- +10% if 31-60 days;
  - +15% if 61-90 days,
  - +25% if >90 days.

ALL CUSTOMER QUERIES AND COMPLAINTS REGARDING THE TERMS & CONDITIONS OF BUSINESS SHOULD BE DIRECTED TO [info@themanagementcentre.co.uk](mailto:info@themanagementcentre.co.uk)