UNIVERSITY CREDIT POLICY

1. Introduction

1.1 The policy details the credit terms applied by the University for all customers, regardless of sources of income, and is based on good financial practice. Included in the policy are payment terms, credit checks and deposits, along with terms and conditions. The policy does not cover debt collection which is detailed within the Credit Control Procedure.

1.2 Any queries on the policy should be directed to Financial Accounting within the Finance & Procurement Section.

2. Payment Terms

2.1 Standard University payment terms is 30 days from date of invoice or in advance dependent on the service being provided. Details of services provided are in Section 5.

2.2 Sales Invoices to be raised monthly, where possible, in order to minimise the working capital impact in terms of cash flow.

2.3 Non-payment after 30 days will be subject to normal credit control procedures, and in the case of external bodies (non-students, non-charities, non-public sector) interest may be charged for late payment at the prevailing Bank of England base rate.

3. Credit Checks

3.1 All new customers (excluding students) with an estimated annual invoicing in excess of £25,000, will be credit checked. The credit check will be carried out by Financial Accounting or Research Finance Manager following a set format and will include analysis of the customer's annual accounts, or a request for financial information from the customer. Costs of credit checks will be covered by Finance, and checks will be completely in a timely manner. For Research and Commercialisation work, the Research Finance Manager will co-ordinate all credit checks.

3.2 In some instances credit checks will not be required, e.g. public body, government department, university. The decision not to perform a credit check will be undertaken by the Research Finance Manager or Financial Accounting. Following the review, credit limits will be established within the Finance system. If a School/College/Section wishes to breach this threshold, approval must be sought from the Financial Controller within Finance & Procurement Section. A database of companies checked will be maintained by Financial Accounting to ensure no duplication at a future date.

3.3 On an annual basis, customers with a turnover of £250k and above will be reviewed by Credit Control to ensure they are meeting University credit terms and that there are no issues with regard to payment. If this relates to a research funding customer, the details will be passed to the Research Finance Manager to take forward.

3.4 In relation to students, credit checks will be carried out on guarantors who complete a Minute of Agreement in relation to aged debt. (Appendix 3, Sub-section 5).

3.5 No extended credit should be given without approval of the Financial Controller.

4. Terms & Conditions

4.1 All business entered into with a customer must be subject to a contract which includes terms and conditions of providing the service/goods and a purchase order must be obtained from the customer.

4.2 The following gives a list of the current practices:

- Tuition Fees – Standard admission terms and conditions as well as joining instructions.
• **Accommodation** – Standard terms and conditions signed prior to entering accommodation.

• **Research Grants & Contracts** – all contracts must be approved by Research & Commercialisation prior to commencing research.

• **Properties & Rentals** – formal lease held by Estates, signed prior to taking up residence. Room rentals are treated on an *ad hoc* basis due to the limited financial exposure.

• **Functions: Weddings; Room & Facilities Hires** – standard terms and conditions to be used, proforma attached at **Appendices 1 and 2**.

5. **Services**

5.1 The following gives detailed payment terms for the main services provided by the University:

5.1.1 **Tuition Fees** –
- If a student registers in September but does not make a payment at registration, they will receive an invoice in mid-November. The student can then either make the full payment within 30 days or follow the instalment plan which will be included with the invoice along with a **Direct Debit form** – minimum of 50% payable within 30 days of invoice issued in November; balance payable in three monthly instalments.

5.1.2 **Accommodation** –
- £100 non-refundable reservation fee to secure booking. Payment by monthly direct debit or on a termly basis. Specific payment terms, cancellation fees etc. for vacation-time accommodation are described in the **Terms & Conditions at Appendix 1**.

5.1.3 **Research Grants & Contracts** –
- Research Councils all pay on a profile basis. All other funding bodies to follow standard terms and monthly invoicing where possible. Exceptions may exist with charities and Government bodies, but all other grants should follow standard terms and where possible payment received in advance.

5.1.4 **Other Services** –
- **Language Courses** – payment received in advance.
- **Property rental** – monthly, quarterly or bi-annual in advance or arrears dependent on lease; deposit required prior to entry.
- **Functions, Weddings, Room & Facilities Hires** – 20% deposit when booking, (see **Appendices 1 & 2**); remainder paid in full 7 days prior to event, or final invoice issued after event when goods cannot be quantified. Weddings require a £500 deposit, 50% **six weeks prior to event and the balance** 7 days prior to the wedding.
- **ARU** – payment in advance of treatment.

5.2 All other goods and services provided should either be paid in advance or subject to monthly invoicing following standard payment terms.
1. Contract

The requirements of your conference, event or group, as documented in the Conference Schedule, Event Schedule or Group Booking Schedule (from here on in referred to as "the Schedule") in conjunction with these terms and conditions, creates a contract between you and the University. "You" are the organisation, body, company or individual responsible for commissioning and making payment for the conference, event or group booking, and the "University" is the University of Aberdeen or its representative.

In entering into this contract you, or the organisation you represent, and not any other third party person or organisation you make arrangements for, or on behalf of, are accepting responsibility to pay all charges relating to the contract. You cannot, without prior agreement from the University, transfer your obligations under this contract to any other person or organisation.

This contract is subject to the Law of Scotland, and any disputes arising from it shall be subject to the exclusive jurisdiction of the Scottish Courts.

2. Payment

You must pay all charges due (including VAT where applicable) in British pounds by cash; cheque; banker’s draft; or accepted credit or debit card, within the stated invoice terms. Any questions or queries regarding charges will not affect your obligation to pay by the due date. The University reserves the right to charge interest on all outstanding amounts for each month or part thereof, at the Bank of England base rate.

3. Provisional and Advanced Bookings

It may be possible for you to make a provisional booking, which can be cancelled at any time, without penalty, prior to confirmation. However, during the life of a provisional booking, the University may ask you to confirm or cancel your booking, should the facilities provisionally held by you be requested by another client.

If you are making your booking more than 12 months in advance, the prices quoted will be current prices, and as such they may increase. You will be informed in writing of such increases. The University will not increase charges in the 12 months prior to your event.

4. Confirming bookings

You will be asked to confirm your booking by signing the Schedule, along with a copy of these terms and conditions. The services, timings and numbers contained within the Schedule form an integral part of our contract with you. In signing it, you are agreeing to pay all the charges (including cancellation charges as set out in paragraphs 7 and 9 of this document) relating to the Schedule. The University will confirm your booking in writing and, for all purposes, the date it does so will be the date the contract is formed.

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5. Deposits and Pre-payments

When you confirm your booking, you will receive a deposit invoice equalling 20% of the value of your booking. This invoice must be paid within the stated invoice terms. Failure to pay the deposit invoice will result in your booking being cancelled.

The University reserves the right to carry out a credit check to make sure you are able to meet all charges relating to the Schedule within our payment terms. If the University has concerns resulting from the credit check, a pre-payment invoice for some or all of the charges payable will be raised. If this invoice is not paid by the due date, the University reserves the right to cancel your booking.

6. Making Changes to Your Booking

If you wish to make changes to your booking, a new Schedule will be sent to you. The changes requested will be provisional until you sign and return the new Schedule. Any items you have cancelled will be subject to cancellation charges, as detailed in these terms and conditions. Requests for additional accommodation, catering or other facilities or services will, where possible, be met, but the University cannot guarantee to be able to meet all additional requests.

7. Confirming Numbers

The numbers you provide when you make your booking are the numbers which will be included in the Schedule. You may reduce your numbers by up to 10% of the original confirmed number, without incurring charges, up to 7 days before your event. All other reductions will be charged as follows:-

- All reductions within 7 days of date of arrival/event.
- Reductions exceeding 10% of confirmed numbers, between 7 days and 3 months of date of arrival/event.
- Reductions exceeding 10% of confirmed numbers, between 3 and 6 months of date of arrival/event.
- Reductions exceeding 10% of confirmed numbers, between 6 months and 1 year of date of arrival/event.
- Reductions exceeding 10% of confirmed numbers, longer than one year before date of arrival/event.

APPENDIX 1

Terms and Conditions for Conferences, Events and Group Bookings
8. Final Details

You must supply details of timings, menus and dietary requirements in accordance with the timescales indicated on your Schedule. If you do not provide this information these decisions will be made for you, and charged accordingly.

You must supply a name-list, in the format requested, and in accordance with the timescale indicated on your Schedule. An administration charge may be made if the information supplied is not in a usable format. Any changes to your name-list must be made by addendum, or by submitting an amended list with all the changes clearly identified.

9. Cancellation

Should you need to cancel your booking in its entirety, you should do so in writing. The date the University receives your correspondence will, for all purposes, be the date of cancellation and the following charges will apply:

- 3 months prior to date of arrival 100% of all charges
- between 3 and 6 months prior to date of arrival 50% of all charges
- between 6 months and 1 year prior to arrival 30% of all charges
- longer than a year prior to arrival 5% of all charges

10. Events Beyond Our Control

The University reserves the right to alter or cancel any booking, or part of a booking, that it cannot fulfill for reasons beyond its control including, but not limited to: war or hostilities; riot or civil commotion; industrial action; epidemic; fire, flood or other natural disaster.

In such a circumstance every effort will be made to offer an alternative, comparable service.

11. Arrival and Departure Times

Check in times to bedrooms is from 2pm on day of arrival, and check out is by 10am on day of departure, unless other arrangements have been negotiated with the University, and are detailed in the Schedule. Please ensure that all of the people on your name-list are aware of this, as the University may make additional charges if rooms are not vacated on time.

You are responsible for the arrival and departure dates of the members of your party. Anyone arriving earlier than indicated on your name-list will, where possible, be accommodated, and the charge will be added to your invoice. Similarly, charges for anyone who does not depart on the day indicated on your name-list will be added to your invoice.

Should a member of your party make an individual reservation with us, for dates before or after your event, every effort will be made to allocate the same room to the guest throughout, however this cannot be guaranteed.

Meeting and event rooms are available for the times stated on the Schedule. It may be possible to extend the time available, but this must be agreed with the University, and additional charges may apply.

12. Liability

You are responsible for the behaviour of all members of your group, and people visiting you, or members of your group, on University premises. You must ensure that they do not disrupt or cause nuisance to University employees or to other visitors to the University.

You are responsible for paying for all damage, loss or liability caused by you, any member of your party, or anyone visiting you or any member of your party, and accordingly you should hold adequate insurance. The University reserves the right to refuse any booking, if proof of adequate insurance cannot be provided. Please note that Elphinstone Hall and the Linklater Rooms house delicate paintings.

You and your party must abide by all legislation pertinent to your stay and your activities, including such laws as apply to licensing, health and safety, entertainment, and fire prevention.

The University will not accept liability for death, injury, disease, damage to, or loss of property unless proved to have been caused by negligence on the part of the University.

13. Catering

You should not bring in any catering or beverage provision, nor should you arrange for a third party to provide food and beverages, unless by prior agreement with the University. Charges for pre-agreed arrangements will be quoted on your Schedule, and the University reserves the right to charge what it deems to be a reasonable figure if food and beverages are brought in without prior agreement.

14. Advertising

If you wish to use the University logo or photographs of University premises and staff in any promotional material, you must gain prior permission from the University.

15. Animals

With the exception of assistance dogs, the University does not permit animals to be brought onto its premises. You should ensure that all members of your group are aware of this.

I hereby agree to the above Terms and Conditions:

Name ______________________________________

Designation ______________________________________

Company/ Organisation _____________________________

Signed ______________________________________

Dated ______________________________________

Date Received ______________________________________ (office use only)

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Terms and conditions

Make a booking
A deposit of £500.00 together with a signed agreement (accepting these Terms and Conditions) is required to secure your booking. This deposit is non-refundable.

Preparations and confirmation of numbers
Final numbers, details and table plans are required no later than 14 days prior to the date of your wedding. Once final numbers are received the full balance due is non refundable. The full outstanding balance must be paid within 7 days and no later than 7 days prior to the date of your wedding. Please note: All prices are based on minimum guest numbers detailed within the pack.

Menus
Please note, some menu selectors have a minimum guest number and/or pricing variants as appropriate. This is clearly shown on the individual selector. The University of Aberdeen reserves the right to change/refresh menus at anytime though once you have made and confirmed a final selection, your menu choice will be served at your wedding.

Prices are calculated well in advance and every effort is made to maintain these for as long as possible. However the University reserves the right to increase prices to reflect increased costs, however at least 3 months notice of any change will be given. Once you have made your first payment of 50% of the total estimated bill, prices prevailing at that time will apply.

Wine
You can make your own arrangements for Wine or Champagne. Corkage charge applies. Availability of Wines and labels can and does fluctuate during the year causing the wine list to change. Where this does happen the University reserves the right to change the wine list, however a like for like alternative will be offered.

Payment
A deposit of £500.00 is required at time of booking. A payment of 50% of the total estimated cost must be paid 6 weeks prior to the event. The balance is due 7 days prior to the wedding reception.

Guest numbers may be reduced in the 2 weeks leading up to the event but will not be refunded. Additional requirements/numbers requested during this 2 week period must be paid prior to the event.

All prices are inclusive of VAT at current rate and are subject to the rate in operation at the time of the function.

The University of Aberdeen reserve the right to change prices and menus without notice due to circumstances outside our control.

You shall be liable for any costs incurred by the University as a direct result of improper or disorderly behaviour by any guests attending the Wedding. The University reserves the right to remove guests from the University in these circumstances.

Cancellations policy
The deposit made at the time of booking is non-refundable. If a cancellation is made between 26 weeks and 12 weeks prior to the date of the event, 50% of the total estimated bill (based on the original signed agreement) must be paid.

If the cancellation is received 12 weeks or less prior to the date of the event, the full balance is due.

Cancellation of any part of this reservation should be advised to us verbally in the first instance. This must be followed up by you in writing and you will receive confirmation of this from us in writing within one week. Your booking cannot be released for re-sale until this process is complete. Cancellation will take effect on the day we receive written notification from the signatory on the contract.

Agreement to terms and conditions
Please sign and return this slip along with your £500.00 deposit to the Conference and Event Office address below to secure your booking.

I hereby agree to the above terms and conditions and agree that in the event of cancellation I will pay for ___________ guests (as agreed at time of booking)

Print name: _________________________________

Signed: _________________________________

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MINUTE OF AGREEMENT

between

THE UNIVERSITY OF ABERDEEN a body constituted in terms of the Universities (Scotland) Acts and having its principal place of business at Regent Walk, Aberdeen ("the University") OF THE FIRST PART

and

[ ] ("the Student") OF THE SECOND PART

and

[ ] ("the Guarantor") OF THE THIRD PART

WHEREAS

(1) The Student is in debt to the University in the sum of [ ] ("the debt")

(2) The Student has agreed to repay the debt by means of regular instalment payments

(3) The Guarantor has agreed to guarantee payment of the debt

NOW THEREFORE the parties hereto agree as follows:-

(1) The Student will pay to the University the sum of [ ] per week/month and that on or before the [ ] day of each month/on Monday of each week the first payment to be made on or before [ ]

(2) A total of [ ] payments will be made by the Student in accordance with Clause (1) hereof the total of the said payments equalling the debt.

(3) Any failure by the Student to make payment of any one of the said instalments in accordance with Clause (1) hereof will entitle the University immediately to recover from the Student and/or the Guarantor at their sole option the debt less any instalments paid to the University at the date of the said failure by the Student.
(4) The Guarantor undertakes to the University that the Student will make payment of said instalments and accordingly pay to the University the debt. The Guarantor by his/her execution hereof acknowledges and agrees that in the event of any failure by the Student to pay any one of the said instalments he/she will immediately on demand pay to the University the debt less any instalments paid by the Student as at the date of the said demand.

(5) The Guarantor is required to satisfy the University of their financial status and ability to make repayment of the Student’s debt before being accepted as a Guarantor. The Guarantor will provide two of the under noted documents to the University before or at the time of signing the Agreement :-

(a) A Letter confirming that the Guarantor is the owner of the property at which he or she resides. The letter must be from the Guarantor’s Lender, if there is a secured loan over the property it must confirm what if any equity the Guarantor has in the property. If there is no loan over the property, a letter must be supplied from the Guarantor’s solicitor confirming when the property was purchased and that it remains the Guarantor’s property; or

(b) A principle bank statement from the Guarantor’s bank for the immediately preceding month; or

(c) A letter from the Guarantor’s present employer confirming that they have been in full time employment with that employer for 2 years. The letter must also confirm the net weekly or monthly salary of the Guarantor.

Principle documents not photocopies require to be produced.

The University may on consideration of the documentation produced refuse to accept a proposed Guarantor as Guarantor for the debt. In those circumstances the Student will require to put forward an alternative Guarantor for the debt. The University reserves the right to request proof of identity from a Guarantor or carry out a credit rating check on the Guarantor.

(6) The demand referred to in Clause (4) hereof shall be in writing and shall be deemed to be served at the expiry of forty eight hours after posting and will be sent by Recorded Delivery post to the address of the Guarantor given in the heading hereof.

(7) The parties hereto consent to registration of these present for preservation and execution.
GUARANTOR'S DETAILS

THE UNIVERSITY OF ABERDEEN

And

Student

And

Guarantor

Name of Present Employer:

Address of Employer:

Name of Bank:

Address of Bank:

Bank Sort Code:

Bank Account Number:

Date of Birth:
IN WITNESS WHEREOF these presents consisting of this and the [4] preceding pages are executed as follows:-

They are subscribed for and on behalf of the University at on the day of 20 by:-

________________________________________

They are subscribed by the Student at on the day of 20 in the presence of the following witness:-

______________________________
(Witness)

______________________________
(Full Name)

______________________________
(Address)

______________________________

Student
(Occupation)

They are subscribed by the Guarantor at on the day of 20 in the presence of the following witness:-

______________________________
(Witness)

______________________________
(Full name)

______________________________
(Address)

______________________________

(Guarantor)
(Occupation)
MINUTE OF AGREEMENT

- between -

UNIVERSITY OF ABERDEEN

- and -

_________________________________
Student’s signature

_________________________________
Guarantor’s signature

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