

GENERAL TERMS AND CONDITIONS
For
CONFERENCE/RECEPTION/BANQUET/ACCOMMODATION

1. Definitions

In this Agreement the following words and phrases shall bear the following meanings:-

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| 1.1 'Agreement' | means the terms and conditions contained herein and the terms contained in the Booking Confirmation |
| 1.2 'Additional Services' | means services other than the Facility agreed to be provided by the College to the Client brief details of which appear in the Booking Confirmation |
| 1.3 'Additional Charges' | means the charges in addition to the Basic Charge for the provision of the Additional Services requested by the Client exclusive of VAT |
| 1.4 'Booking Confirmation' | means the letter from the College to the Client setting out the details of the Event |
| 1.5 'Basic Charge' | means the charge specified in the Booking Confirmation exclusive of VAT |
| 1.6 'the Client' | means the person whose name and address Appears as the Client in the Booking Confirmation |
| 1.7 'the College' | means University College, Oxford |
| 1.8 'Daily Rate' | means the charge per Delegate per day for the Provision of the Facility exclusive of VAT as determined by the College from time to time |
| 1.9 'Delegate' | means an individual who attends or who is booked to attend the Event |
| 1.10 'the Event' | means the conference or banquet or reception Intended to take place on the date or dates given In the Booking Confirmation of which the Client Is The organiser and in respect of which the Client Accepts responsibility hereunder. |
| 1.11 'Facility' | means the basic facility and/or service to be Supplied at University College, Oxford by the College to the Client, brief details of which are Given in the Booking Confirmation |
| 1.12 'The Guarantor' | means the person (if any) whose name and address appears as the Guarantor in the Booking Confirmation |

- 1.13 'Provisional Balance' means the amount expected to be payable by the Client prior to the commencement of the Event exclusive of VAT
- 1.14 'Total Charge' means the aggregate of the Basic Charge and the Additional charges.

2. The Agreement

- 2.1 With effect from the date of Booking Confirmation has been signed by the Client and the Guarantor (if any) a contract for the provision by the College Of the Facility and (if any) of the Additional Services specified in the Booking Confirmation shall come into force subject to the terms contained in this Agreement

3. Variations

- 3.1 Save as otherwise expressly provided in this Agreement no variation to this Agreement shall be binding unless agreed in writing between the College and The Client by their duly authorised representatives
- 3.2 The college will not unreasonably refuse to accept a written request from the Client to increase the number of Delegates specified in the Booking Confirmation subject always to:-
- (a) the availability of accommodation and staff
 - (b) such request being made not later than 14 days prior to the date or the first day of the Event; and payment of the additional non-refundable deposit under Clause 4.2
- 3.3 Unless otherwise agreed in writing the Daily Charge for additional Delegates Will be based on the Daily Rate specified in the Booking Confirmation
- 3.4 The Client may give notice of a reduction in the number of Delegates in Accordance with the provisions of Clause 7.5 and subject to Clause 8 and after receipt of such notice the College shall be obliged to provide the Facility only in respect of the reduced number of Delegates

4. Deposit

- 4.1 This Agreement is conditional upon the payment by the Client to the College on the date of this Agreement of a non-refundable deposit in the amount referred to in the Booking Confirmation which deposit shall not be repayable under any circumstances.
- 4.2 If the College agrees to accept additional Delegates pursuant to Clause 3.2 the Client shall as a condition of such acceptance forthwith pay to the College an additional non-refundable deposit equal to 10% of the product of the number of additional Delegates and the Daily Rate and the number of days on which such additional Delegates shall be attending the Event which additional deposit shall not be repayable in any circumstances.

5. Payment

- 5.1 The College will despatch an interim invoice to the Client not later than twenty-one days before the date (or first day) of the Event in accordance with clause 5.2 hereof.
- 5.2 A sum of 50% of the Provisional Balance as adjusted by any agreed variations to the Agreement in accordance with Clause 3 and any Value Added Tax thereon shall be paid by the Client to the College not later than fourteen days prior to the date (or first day) of the Event.
- 5.3. The College will submit a final invoice to the Client within thirty days of the end of the Event. Any amount payable is due within fourteen days of the date of the invoice
- 5.4 Individual delegate accounts will not be provided
- 5.5 If any amount remains unpaid thirty days after its due date, the Client will pay to the College interest thereon at two percent compound per calendar month (or part thereof) from the due date until the date of payment (irrespective of whether the date of payment is before or after any judgement or award in respect of the same) without prejudice to any other rights or remedies of the College.
- 5.6 All payments shall be made by the Client in sterling and/or by transfer to such Bank account as the College may from time to time notify in writing to the Client
- 5.7. Prices are subject to change without notice

6. VAT

- 6.1 Charges are quoted exclusive of Value Added Tax ('VAT') or any other sales tax, which will be charged additionally, where applicable, at the current rate. in the event the Client claims VAT exemption it is the Client's responsibility to obtain the necessary certificates from HM Customs & Excise or elsewhere

7. Termination

- 7.1. Subject to Clause 8, the College shall be entitled forthwith to terminate this Agreement by written notice to the Client if:-
- (a) payment of 50% of the Provisional Balance is not made at least fourteen days prior to the commencement of the Event
 - (b) without prejudice to the preceding sub-clause the Client commits any breach of the provisions of this Agreement and in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; an encumbrancer takes possession of or a receiver is appointed over and of the property or assets of the Client

- (d) the Client becomes insolvent or makes any arrangement with its creditors or becomes subject to an administration order
- (e) the Client goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the Client under this Agreement)
- (f) anything analogous to the foregoing under the law of any jurisdiction occurs in the relation to the Client; or
- (g) the Client ceases, or threatens to cease, to carry out business

7.2 For the purpose of Clause 7.1 (b) a breach shall be considered capable of remedy if the Client can comply with the provision in question in all respects other than as to time and performance (provided that time and performance is not of the essence).

7.3 Any waiver by the College of any provisions of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.

7.4 The rights to terminate this Agreement given by this Clause 7 shall be without Prejudice to any other right or remedy of the College in respect of the breach Concerned or (if any) any other breach

7.5 Subject to Clause 8, the Client may terminate this Agreement or reduce the number of Delegates by giving written notice to the College at any time prior to the commencement of the Event.

8. **Conquences of Complete or Partial Termination**

8.1 Upon signature of this contract, the Client is committed to taking up the accommodation (including meals) for the minimum number of Delegates set out in the Booking Confirmation

8.2 Upon provision of the lists of delegates and numbers of meals referred to in paragraph 4, the Client is committed to taking up accommodation (including meals) for the greater of:

- (i) the minimum number set out in paragraph 1; and
- (ii) the number set out in the lists provided by the Client

8.3 The charges in the final account will be based on the number for whom the Client is at the date of the conference committed to taking up accommodation Unless

- (i) actual attendance exceeds the number of delegates for whom the Client is committed to taking up accommodation, in which case the charges will be based on the number of delegates actually attending; or
- (ii) actual attendance is less than the number of delegates for whom the Client is committed to taking up accommodation, in which case credit will be given for any savings of cost made by the

College as a result of the shortfall in attendance, and any reduction of the College's loss with results from the College being able to re-let unused accommodation, or

- (iii) this booked is cancelled in which case the following sub-paragraph will apply

8.4 In the event of cancellation of this booking the Client will be immediately liable to pay to the College:

- (i) the total Basic Charge in respect of the number of delegates for whom the Client is at the date of cancellation committed to taking up accommodation; plus
- (ii) any Additional Charges which have been agreed at the date of the cancellation; less
- (iii) any saving of costs made by the College as a result of the cancellation, any any reductions of the College's loss which results from the College being able to re-let the cancelled accommodation.

(As a guide, but without intending to bind itself, the College normally Expects to make a saving of 35 percent of the Basic Charge as a result of the cancellation of a conference)

8.5 In the event of either a shortfall or of the cancellation of this booking, the College will make all reasonable endeavours to re-let the cancelled accommodation, but will not be liable for any failure on its part to re-let the cancelled accommodation.

8.6 The College accepts no responsibility for any loss suffered by the Client Or any Delegate as a result of termination of this Agreement pursuant to Clause 7.1 and the Client agrees to indemnify the College against any claim Made by any prospective Delegate against the College attributable to such termination

8.7 Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination neither party shall have further obligations to the other under this Agreement following termination thereof.

9 Clients' Responsibilities

9.1 The Client undertakes with the College:-

- (a) if requested by the College, to provide satisfactory references in respect of the Client and (if any) the Guarantor;
- (b) to ensure that a representative of the Client is resident at University College Oxford © throughout the Event;
to be responsible for the good behaviour of Delegates

- (d) to fully compensate the College for any damage to the premises, furniture or other property of the College, or any other person, by the Client, or any Delegate and to indemnify the College against any claims or costs in respect thereof:
- (e) to provide the College with:-
 - (i) a typed or printed list of all Delegates in alphabetical order which shows any special accommodation or dietary requirements at least one day prior to the date (or first day) of the Event;
 - (ii) a separate written notification of the number of Delegates requiring meals including the number of Delegates requiring a special diet no later than seven days prior to the date (or first day) of the Event. It shall be the Client's responsibility to make any special dietary arrangements if notified after that time; and
 - (iii) the final number of Delegates requiring meals (including special diet) must be notified to the College not less than two working days prior to any catering services for the Event to provide to the College final drafts of programmes of the Events in good time to permit amendments to be suggested, being no later than five days prior to the date (or first day) of the Event. The Client will only quote meal commencement times, as agreed between the Client and the College, in the programme of the Event. Unless specific arrangements are made to the contrary. Delegates are expected to attend for meals within fifteen minutes of the agreed commencement time.
- (f) not to undertake any activity that may be liable to bring the College into disrepute
- (g) not to affix anything to, attach or otherwise decorate any part or the whole of the facilities without prior written approval of the College.
- (h) To comply with certain licensing and statutory regulations and ensure compliance with such obligations
- (i) to procure that the Delegates follow all instructions provided by the College with respect to health and safety regulations
- (j) to and to procure that the Delegates treat the facilities and the University College, Oxford premises with care and respect for the privacy of its residents and shall not interfere with or gain access to or attempt to gain access to those parts of the University College, Oxford premises for which public use or access are indicated by the College to be unauthorised.
- (k) not to publish any promotional material in connection with the Event by any medium whatsoever without the prior written consent of the College.

9.2 The College reserves the right at any time to exclude from the Event and the University College, Oxford premises any Delegate whose behaviour is, in the reasonable opinion of the College, an unacceptable nuisance or annoyance to other Delegates or to others on the University College, Oxford premises. There will be no Refund or reduction in the Total Charge for the Event.

10. Limitation of Liability

10.1 The College shall not be liable to the Client for any damages, loss, costs, expenses, claims or proceedings whether express or implied arising in connection with this Agreement except for death or personal injury resulting from proven negligence of the College, its employees or suppliers whilst Acting within the scope of or in the course of their employment or contract Provided that such liability is limited to the Total Charge.

10.2 Without limiting the generality of Clause 10.1; the College shall not accept liability In the following circumstances:-

- (a) Loss of damage to personal belongings whether or not caused by the College's negligence. Delegates and the Clients are recommended to make their own insurance arrangements
- (b) If the failure or improper performance of this Agreement is the fault of the Client or the fault of any Delegate

If the failure or improper performance of this Agreement is the fault of someone else not connected with the provision of the Facility

- (d) Any unusual or unforeseeable circumstances beyond the College's control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (e) Any event which the College or the supplier of any service even with all due care, could not foresee or forestall

10.3 Where the College makes any payment to the Client arising from this Agreement, the Client must assign to the College or its insurers any rights it may have to pursue any other third party. The Client must also provide the College and its insurers with all assistance required.

11 Freedom of Speech

11.1 The Client, as organiser of a seminar, conference, meeting or other assembly, is Required to undertake to secure that the principles embodied in the University Code Of Practice on Freedom of Speech, pursuant to its statutory duty under Section 43 (3) of the Education (No 2) Act 1986, will be upheld, and shall, if so required, satisfy the Bursar of the College of its ability to discharge its obligations in regard to upholding freedom of speech.

12 Media Facility Fees

- 12.1 Charges under this Agreement do not include facility fees for press, TV, Film radio and other media organisations, which are capable in addition on all such activities. advance permission is required, and the charges are negotiated between the College and the Client, in each case

13 Force Majeure

- 13.1 The College will not be deemed to be in breach of this Agreement or otherwise be Liable to the Client for non-performance or delay in performance of any obligation Under this Agreement arising out of circumstances beyond its control of which it Has notified the Client

14 Guarantee

- 14.1 If the Client (unless relieved from the performance by any Clause of this Agreement or by statute or by the decision of a court of competent jurisdiction) shall in any respect fail to observe and perform this Agreement or commit any breach of its obligations hereunder then the Guarantor will indemnify the College and its successors in title and assigns against all losses damages costs and expenses which may be incurred by the College by reason of any default on the part of the Client or the Delegates in performing and observing the obligations and undertakings on its part contained in this Agreement.
- 14.2 The Guarantor shall not be discharged or released from this guarantee by any Arrangement made between the Client and the College without the assent of the Guarantor or by any alteration in the obligations undertaken by the Client or by any forbearance whether as to payments, time, performance or otherwise.

15 Assignment

- 15.1 This Agreement is personal to the Client who may not assign or dispose of any of its rights hereunder or sub-contract or otherwise delegate any of its obligations hereunder
- 15.2 The College shall be entitled to assign the benefit and/or burden of this Agreement to any subsidiary or associated company of the College without Requiring any consent of the Client.

16 Notices and Service

- 16.1 Any notice or other information required or authorised by this Agreement to be Given by either party to the other may be given by hand or sent (by first class pre-paid post, telex, cable, facsimile transmission or comparable means of communication) to the other party at the address referred to in Clause 16.4
- 16.2 Any notice or other information given by post which is not returned to the

sender undelivered shall be deemed to have been given on the third day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed prepared and posted and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given.

16.3 Any notice or other information sent by telex, cable facsimile transmission or Comparable means of communication shall be deemed to have been duly sent To the date of transmission provided that a confirming copy thereof is sent by First class pre-paid post to the other party at the address referred to in Clause within 24 hours after transmission

16.4 Service of any legal proceedings concerning or arising out of this Agreement shall effected by causing the same to be delivered to the address given in the Booking Confirmation or to such other address as may from time to time be notified in writing by the party concerned.

17 University IT and Network

The Client undertakes to indemnify the College from and against any and all losses which the College or University may suffer, and which are the result of the use of the University's IT and Network facilities by persons who gain access to those facilities through services provided by the College.

18 Law and Jurisdiction

18.1 This Agreement will be subject to English Law and to the exclusive jurisdiction of the English Courts.

19 Third Party Rights

19.1 Except as stated in Clause 22, the Contracts (Rights of Third Parties) Act 1999 Is excluded from applying to this Agreement and nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any terms of this Agreement

20 General

20.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the College and the Client.

20.2 Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time

20.3 The headings in this Agreement are for convenience only and shall not affect its Interpretation

21 Counterparts

- 21.1 This Agreement may be executed in two or more counterparts, each of which will constitute an original but which, when taken together, will constitute one agreement

22 Representation

The Client undertakes with the College:-

- (a) not to make use of the name, logos, crest, coat of arms or insignia of The University of Oxford ('the University');
- (b) not to make use of the name, logos, crest, coat of arms or insignia of the College except where the express written consent has been given by the College not to hold itself out as part of or an emanation of either the College or the University, or as the agent or representative of either the College or the University
- (d) to procure that all electronic and eye-readable materials connected with or referring to the Client's event in College (including material on the web) carry the following legend, with the same typeface as the bulk of the surrounding material;
"The Client/Name of Organisation" is an organisation which contracts with the College for the use of facilities, but which has no formal connection with the University of Oxford

The parties to this Agreement intend that the University will be able to enforce this clause as if the University were a party to it, pursuant to the Contracts (Rights of Third Parties) Act 1999. This clause may not be amended without the prior written consent of the University.

Signed for and on behalf of the Client
Name (please print)

.....

Position/Title

.....

Date

.....

Signed for and on behalf of the College

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Name (please print)

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Position/Title

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Date

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**This Contract follows the form of the standard contract accepted by the
Domestic Bursars' Committee of the Oxford Colleges.**