

Exeter College

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# **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 | “Services” | means any services and equipment (if any) to be provided by the Licensor to the Client brief details of which appear in the Booking Confirmation |
| 1.3  1.4  1.5 | “Additional Charges”  “Additional Delegate Charge”  “Authorised Representative” | means any charges payable by the Client to the Licensor in addition to the Basic Charge which may include but is not limited to the Additional Delegate Charge, charges payable for any alterations to the Services, and additional charges payable in relation to clause 13.3.  as defined in clause 5.3.  each party’s authorised representative whose name and contact details are to be confirmed on the Booking Confirmation. |
| 1.6 | “Booking Confirmation” | means the letter from the Licensor to the Client setting out the details of the Event |
| 1.7  1.8 | “Basic Charge”  “Business Day” | means the charges specified in the Booking Confirmation in respect of the hire of the Venue and any Services provided by the Licensor exclusive of VAT  a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business |
| 1.9 | “the Client” | means the person whose name and address appears as the Client in the Booking Confirmation |
| 1.10 | “the College” | means Exeter College, Oxford |
| 1.11 | “Daily Rate” | means the charge per Delegate per day for the provision of the Venue and Services exclusive of VAT as determined by the Licensor from time to time |
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| 1.12  1.13 | “Delegate”  “Deposit” | means an individual who attends or who is booked to attend the Event  a non-refundable deposit payable by the Client to the Licensor as stated in the Booking Confirmation. |
| 1.14 | “the Event” | means the conference, banquet, reception or other event 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 as set out in this Agreement. |
| 1.15 | “Venue” | means the premises to be supplied at the College by the Licensor to the Client, brief details of which are given in the Booking Confirmation. |
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| 1.16  1.17 | “the Guarantor”  “the Licensor” | means the person (if any) whose name and address appears as the Guarantor in the Booking Confirmation  Exeter College Trading Limited (company number 02823909) whose registered office is at Exeter College, Oxford, OX1 3DP |
| 1.18 | “Total Charge” | means the aggregate of the Basic Charge and the Additional Charges |

1. The Agreement
   1. This Agreement shall come into effect on the date the Booking Confirmation has been signed by the parties or, if later, the date the Deposit has been paid to the Licensor in cleared funds by the Client.
2. Licence and use of the Venue
   1. Subject in particular to clauses 3.2, 7, 9 and 12, the Licensor grants the Client a right to enter and use the Venue for the Event in accordance with the terms of this Agreement. The Client acknowledges that:
3. the Client shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Licensor and Client by this agreement; and
4. the Licensor retains control, possession and management of the Venue and the Client has no right to exclude the Licensor from the Venue. The Licensor reserves the right to enter the Venue at all times during the Event, including to supply the Services.
   1. The Client acknowledges that, subject to this Agreement, it has sole responsibility for the Event; the Client shall ensure at all times (before, during and following the Event) that its publicity for the Event (including invitations, public communications, supporting materials for the Event and any press statements) shall make clear that the Event is an initiative of the Client (and not the Licensor or the College) and that the Client is responsible for the Event (and not the Licensor nor the College).
5. Supply of Services
   1. The Licensor shall supply the Services to the Client, subject to any specific timings agreed in writing by the parties before the Event.
   2. The Licensor has the sole right to provide the Services at the Venue. The Client must not use any third-party caterers or bring (or permit guests to bring) any food or drink (including alcoholic drinks) into the Venue without the prior written consent of the Licensor. If the Licensor consents to the consumption of the Client's own beverages at the Venue, a corkage charge shall apply as set out in the Licensor's published price list in force at the date of this Contract.
6. Variations
   1. Save as otherwise expressly provided in this Agreement no variation to this Agreement shall be binding unless agreed in writing between the Licensor and the Client by their respective Authorised Representatives.
   2. The Licensor may accept a written request from the Client to increase the number of Delegates specified in the Booking Confirmation subject always to:-
      1. the availability of accommodation and staff;
      2. such request being made not later than 14 days prior to the date or the first day of the Event; and
      3. payment of the additional non-refundable deposit under clause 6.8.
   3. Unless otherwise agreed in writing the daily charge for additional Delegates will be based on the Daily Rate specified in the Booking Confirmation (the “**Additional Delegate Charge**”).
   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 Licensor shall be obliged to provide the Venue only in respect of the reduced number of Delegates.
7. Charges and Payments
   1. The Client shall pay the Charges in accordance with this clause 6.
   2. The Licensor shall invoice the Client for the Deposit, which shall be payable by the Client within 7 days of the date of this Agreement.
   3. The Licensor shall issue an invoice for the Basic Charge (less the Deposit), which shall be payable by the Client no less than 7 days before the Event.
   4. The Licensor may issue an additional invoice after the Event for any Additional Charges. Charges invoiced pursuant to this clause 6.4 shall be payable by the Client within 7 days of receipt.
   5. All amounts payable by the Client exclude amounts in respect of value added tax (**VAT**), which the Client shall additionally be liable to pay to the Licensor at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
   6. If the Client fails to make any payment due to the Licensor under this Agreement by the due date for payment, then, without limiting the Licensor's remedies under clause 7, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
   7. All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
   8. If the Licensor agrees to accept additional Delegates pursuant to clause 5.2 the Client shall as a condition of such acceptance pay to the Licensor 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.
8. Termination
   1. Subject to clause 8, the Licensor shall be entitled forthwith to terminate this Agreement if:-
      1. payment of the Deposit is not made in accordance with clause 6.2;
      2. without prejudice to the preceding sub-clause the Client commits any breach of the provisions of this Agreement (including, for avoidance of doubt, clause 12, Freedom of Speech) 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;
      3. an encumbrancer takes possession of or a receiver is appointed over any of the property or assets of the Client;
      4. the Client becomes insolvent or makes any arrangement with its creditors or becomes subject to an administration order;
      5. 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);
      6. being a charity, the Client, or any of its trustees, are sanctioned by the Charity Commission for improper conduct;
      7. anything analogous to the foregoing under the law of any jurisdiction occurs in relation to the Client; or
      8. the Client ceases, or threatens to cease, to carry on business.
   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).
   3. Any waiver by the Licensor 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.
   4. The rights to terminate this Agreement given by this clause 7 shall be without prejudice to any other right or remedy of the Licensor in respect of the breach concerned or (if any) any other breach.
   5. Subject to clause 8, the Client may terminate this Agreement or reduce the number of Delegates by giving written notice to the Licensor at any time prior to the commencement of the Event.
9. Consequences of Complete or Partial Termination
   1. Upon notice to terminate or to reduce the number of Delegates booked onto the Event being given pursuant to clauses 7.1 or 7.5 (respectively) the Client shall be liable for the Total Charge less:
      1. the product of:
         1. the reduction in the number of Delegates booked onto the Event;
         2. the number of days such Delegates were booked onto the Event;
         3. the Daily Rate; and
         4. the percentage payable set out in the table below.
      2. a fair and reasonable proportion of the Additional Charges to be determined by the Licensor whose decision shall be final

subject always to the Client’s obligation to pay the non-refundable deposit pursuant to clause 6.2 and provided that such amount does not exceed the Total Charge.

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| ***Period before the date or first day of the Event within which written notice is received by the Company*** | ***Percentage payable by Client*** |
| More than 91 days | 0% |
| 56 – 90 days | 20% |
| 28 – 55 days | 50% |
| 14-27 days | 75% |
| 0-13 days | 100% |

* 1. The Licensor 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 Licensor against any claim made by any prospective Delegate against the Licensor attributable to such termination.
  2. 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.

1. Clients’ Responsibilities
   1. The Client agrees and undertakes:-
      1. if requested by the Licensor, to provide satisfactory references in respect of the Licensor and (if any) the Guarantor;
      2. to ensure that a representative of the Client is resident at the College throughout the Event;
      3. to be responsible for the good behaviour of Delegates, including (but not limited to) ensuring that Delegates do not commit any form of harassment, including sexual harassment, towards any member of staff working for the Licensor or the College at the Event;
      4. to fully compensate the Licensor for any damage done to the premises, furniture or other property of the Licensor, or any other person, by the Client or any Delegate and to indemnify the Licensor against any claims or costs in respect thereof;
      5. to provide the Licensor with:-
         1. a typed or printed list of all Delegates in alphabetical order which shows any special accommodation or dietary requirements at least five days prior to the date (or first day) of the Event;
         2. a separate written notification of the number of Delegates requiring meals including the number of Delegates with special dietary requirements 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
         3. a final separate written notification of the number of Delegates requiring meals (including those with special dietary requirements) not less than two Business Days prior to any catering service for the Event.
      6. to provide to the Licensor final drafts of programmes of the Event, including names of speakers, in good time to permit amendments to be suggested, being no later than seven days prior to the date (or first day) of the Event.
      7. to only quote meal commencement times agreed between the Client and the Licensor in the programmes 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;
      8. not to undertake any activity that may bring the Licensor, the College or the University into disrepute; and, in the event of any adverse publicity relating to the Event, the Client shall take all reasonable steps to make the responsibilities set out in clause 3.2 clear to third parties, including, if necessary, in communications with the press and through social media;
      9. not to affix anything to, attach or otherwise decorate any part or the whole of the Venue without prior written approval of the Licensor;
      10. to comply with any applicable licensing and statutory regulations and ensure compliance with such obligations;
      11. to comply with all relevant health and safety legislation and take all reasonable care for the health and safety of Delegates, officers and employees of the Client, and any other persons who may be affected by the Client’s actions or omissions;
      12. to procure that the Delegates follow all instructions provided by the Licensor with respect to health and safety;
      13. to procure that the Delegates treat the Venue and any other premises of the College with care and respect for the privacy of its residents and not interfere with or gain access to or attempt to gain access to those parts of the College premises for which public use or access are indicated by the Licensor to be unauthorised;
      14. not to publish any promotional material in connection with the Event by any medium whatsoever without the prior written consent of the Licensor;
      15. not to use the Venue other than for the Event;
      16. not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to any other customers of the Licensor, or any owner or occupier of the College or any neighbouring property;
      17. to comply (and ensure that its staff and agents comply) with the terms of this Agreement and any instructions or notices from the Licensor, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
      18. to permit the Licensor to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by guests for the purposes of the Event;
      19. subject to (i) above, not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
      20. not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
      21. not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the Licensor;
      22. not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Licensor;
      23. to leave the Venue in a clean and tidy condition and to remove the Client’s decorations, displays and any other Client equipment from the Venue at the end of the Event;
      24. to ensure that all guests leave the Venue by the time specified in the Booking Confirmation or as otherwise directed by the Licensor;
      25. not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Licensor, with the exception of assistance dogs within the meaning of the Equality Act 2010; and
      26. to indemnify and hold the Licensor and the College harmless for any financial or other damages arising as a result of the Client’s failure to comply with its obligations in this clause 9.1 and in particular any harm that the College suffers as a result of any failure to fully comply with clauses 3.2 and 9.1(h).
   2. The Licensor reserves the right at any time to exclude from the Event and the premises of the College any Delegate whose behaviour is, in the reasonable opinion of the Licensor, an unacceptable nuisance or annoyance to other Delegates or to others on the Licensor premises (including, but not limited to, members of staff working for the Licensor or the College at the Event). There will be no refund or reduction in the Total Charge for the Event.
2. Limitation of Liability
   1. Neither the Licensor nor the College (together, in this clause 10, the “Licensor”) shall 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 liability which cannot be limited, including for:
3. death or personal caused by negligence;
4. fraud or fraudulent misrepresentation; and
5. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
   1. The Licensor shall not be liable in the following circumstances:-
      1. Loss of or damage to personal belongings whether or not caused by the Licensor’s negligence;
      2. If the failure or improper performance of this Agreement is the fault of the Client or the fault of any Delegate;
      3. If the failure or improper performance of this Agreement is the fault of someone not connected with the Licensor;
      4. Any unusual or unforeseeable circumstances beyond the Licensor’s control, the consequences of which could not have been avoided even if all due care had been exercised; or
      5. Any event which the Licensor or the supplier of any service even with all due care, could not foresee or forestall.
   2. Subject to clauses 10.1 and 10.2, the Licensor’s total liability to the Client shall not exceed the value of the Total Charge.
   3. Where the Licensor makes any payment to the Client arising from this Agreement, the Client must assign to the Licensor or its insurers any rights it may have to pursue any other third party. The Client must also provide the Licensor and its insurers with all assistance required.
6. Insurance
   1. The Client shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Client arising out of the Event.
7. Freedom of Speech
   1. One of the College’s objectives is to secure freedom of speech within the law for its staff, members, students and visiting speakers. The College’s Code of Practice on Freedom of Speech sets out the principles and practices by which it and the Licensor will abide in implementing this objective.
   2. The Client, as organiser of a seminar, conference, meeting or other assembly with speakers, accepts that it must secure that the Code of Practice is upheld and shall, if requested, satisfy the Licensor of its ability to discharge the College’s obligations in regard to upholding freedom of speech and its ability to comply with this Agreement generally.
   3. The Client must notify the Licensor of, and secure Licensor approval in advance for, the addition or deletion of any speaker or event from the programme supplied under clause 9.1 of this Agreement. Such changes may result in cancellation of the event.
8. Media
   1. The Client must notify the Licensor of significant media interest in the Event as soon as it becomes aware of such media interest.
   2. The Client may only invite newspaper, magazine, other written publication, television, film, radio, or any other media organisations (“**Media Organisations**”) to the Event with the prior consent of the Licensor.
   3. The Licensor’s consent to the attendance of any Media Organisations at the Event is subject to charges additional to the Basic Charge. Such additional charges must be agreed by the parties prior to the commencement of the Event.

1. Intellectual Property
   1. The Client must not use any image, logo, trade mark, business name, copyright, domain name, goodwill, or any other intellectual property rights (whether registered or unregistered) of the Licensor or the College without the prior written consent of the Licensor.
2. Gambling
   1. The Client must not permit any sweepstake, raffle tombola, lottery or other form of gambling to take place at the Event without the prior written consent of the Licensor.
   2. Subject to clause 15.1, it shall be the responsibility of the Client to obtain any licences and permissions required under the Gambling Act 2005.
3. Force Majeure
   1. The Licensor 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 or causes beyond its reasonable control.
4. Guarantee
   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 Licensor and its successors in title and assignees against all losses damages costs and expenses which may be incurred by the Licensor 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.
   2. The Guarantor shall not be discharged or released from this guarantee by any arrangement made between the Client and the Licensor 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.
5. Assignment
   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.
   2. The Licensor shall be entitled to assign the benefit and/or burden of this Agreement to any subsidiary or associated company of the Licensor without requiring any consent of the Client.
6. Notices and Service
   1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

1. delivered by hand or by pre-paid first-class post or other next working day delivery service to the respective Authorised Representative at the address specified on the Booking Confirmation; or
2. sent by email to the respective Authorised Representative’s email address as specified in the Booking Confirmation.
   1. Any notice shall be deemed to have been received:
3. if delivered by hand, at the time the notice is left at the respective Authorised Representative’s address;
4. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
5. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
   1. This clause 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
6. Law and Jurisdiction
   1. This Agreement will be subject to English Law and to the exclusive jurisdiction of the English Courts.
7. Third Party Rights
   1. Save as provided for in clause 23, 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.
8. General
   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 Licensor and the Client.
   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.
   3. The headings in this Agreement are for convenience only and shall not affect its interpretation.
9. Representation
   1. In addition to its general responsibilities in this Agreement, including at clause 3.2, the Client undertakes:-
      1. not to make use of the name, logos, crest, coat of arms or insignia of The University of Oxford (“**the University**”);
      2. not to make use of the name, logos, crest, coat of arms or insignia of the College except where the express prior written consent has been given by College;
      3. not to hold itself out as part of or an emanation of the University, or as the agent or representative of the University;

(d) to procure that all electronic and eye-readable materials connected with or referring to the Event (including material on the internet) carry the following legend, with the same typeface as the bulk of the surrounding material:

*“[Name of Client]* *has no formal connection with [either] The University of Oxford [and [if applicable] the College] and has organised [this Event] independently of [it/them].”*

* 1. The parties to this Agreement intend that both the College and University (jointly and severally) will be able to enforce this clause 23 as if they 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 Licensor ………………………………………….

Name (please print) ………………………………………….

Position/Title ………………………………………….

Date ………………………………………….