

Magdalen College Trading Limited



STANDARD TERMS FOR EVENT SERVICES

1 Relationship to the Booking Contract

- 1.1 These Standard Terms are incorporated by reference in the “**Booking Contract**” entered into between you and us. Together the Booking Contract (including its “**Schedule**”) and these Standard Terms form a legally binding agreement between you and us (the “**Agreement**”). Under the Agreement we will provide you with the services specified in the Schedule (the “**Services**”) in relation to your “**Event**” (being the event intended to take place on the date(s) specified in the Schedule). Subject to the performance of your obligations under the Agreement, we will provide the Services materially in accordance with the Schedule. Capitalised words and phrases in these Standard Terms have the meanings set out in the Booking Contract unless otherwise provided.
- 1.2 You agree to pay the charges specified in the Schedule for the Services (“the **Quote**”) and any other charges for any facilities we agree to provide to you in addition to the Services (“**Additional Charges**”). In particular, you will pay the deposit set out in the Booking Contract in the manner set out in the Booking Contract.

2 Delegate Numbers

- 2.1 We will not unreasonably refuse to accept a written request from you to increase the number of individuals who attend or who are booked to attend the Event (“**Delegates**”) from that specified in the Booking Contract, subject to:
- (a) the availability of accommodation and staff;
 - (b) such request being made as early as is reasonably practicable (and while we may endeavour to accommodate requests received later than fourteen (14) days prior to the date of the first day of the Event we are under no obligation to do so); and
 - (c) payment by you of an additional non-refundable deposit per additional Delegate of 60% of the Daily Rate.
- 2.2 We will not unreasonably refuse to accept a written request from you to decrease the number of Delegates. If we agree to decrease the number of Delegates we shall be obliged to provide the Services only in respect of the reduced number of Delegates. You will not be entitled to any refund of your deposit if you reduce the number of Delegates. We will however reduce the Quote to reflect any decrease in the number of Delegates (subject to any minimum number of Delegates set out in the Booking Contract).

3 Payment

You agree to make all payments in UK pounds sterling by bank transfer to such bank account as we may from time to time notify to you in writing.

4 Your Responsibilities

- 4.1 You undertake:
- (a) to provide us with satisfactory references on request;
 - (b) to ensure that your representative for the Event (the “**Representative**”) is resident (or present in the case of a non-residential Event) at the premises supplied or made available by us for the Event (the “**Premises**”) throughout the Event;

- (c) to be responsible for the good behaviour of Delegates and to compensate us fully for any damage done by you or any Delegate to the Premises, furniture or other property belonging to us or any other person;
- (d) at least fourteen (14) days prior to the date (or first day) of the Event, to provide us with:
 - (i) a typed or printed list of the names of all Delegates in alphabetical order showing any special accommodation or dietary requirements, requests for adjacent rooms, arrival and departure dates and any other information we need to be aware of to provide an effective service to you;
 - (ii) a separate typed or printed notice of the number of Delegates requiring meals, including the number of Delegates requiring a special diet (otherwise it shall be your responsibility to make any special dietary arrangements);
 - (iii) final drafts of programmes of the Event to permit amendments to be suggested. You must only quote meal commencement times that are agreed between you and us; and
 - (iv) the full name of and mobile telephone contact details for the Representative, at which the Representative shall be contactable for the duration of the Event;
- (e) to accept that should any of the information supplied in clause 4.1(d) above conflict with details contained in the Booking Contract, we will try to meet your revised requirements (subject to Additional Charges), but will be under no obligation to do so;
- (f) not to undertake any activity that may be liable to bring us or the University of Oxford (the "**University**") into disrepute;
- (g) not to (nor to allow the Delegates to) affix anything to, attach or otherwise decorate any part or the whole of the Premises without our prior written approval;
- (h) to comply (and to ensure that Delegates comply) with:
 - (i) all applicable licensing, statutory health and safety requirements and other laws and regulations;
 - (ii) the terms of our Public Entertainment Licence;
 - (iii) the operational conditions detailed in the Booking Contract;
 - (iv) the University Code of Practice on Freedom of Speech; and
 - (v) all instructions given by us at the Event;
- (i) to treat (and to procure that Delegates treat) the Premises and/or the facilities supplied by us with care and respect for the privacy of our residents and not to try to gain access to unauthorised areas;
- (j) not to (and not to allow Delegates to) behave in a manner which puts others at risk or causes nuisance or annoyance;
- (k) not to publish any promotional material in connection with the Event by any medium without our prior written consent;
- (l) not to give or permit any exhibition, demonstration or performance of hypnotism at the Event;
- (m) to obtain suitable insurance with a reputable insurance company providing an adequate level of cover in respect of all risks which may be incurred by you in relation to the Event, including:
 - (i) employer's liability insurance; and
 - (ii) public liability insurance with a minimum limit of £5 million,
 and to provide evidence of that insurance to us on request;
- (n) at the end of the Event, to remove all your property from the Premises and leave the Premises in a similar condition to that in which it was provided; and
- (o) to notify us in advance of the involvement in or attendance at the Event of any press, TV, film, radio and/or other media organisations, in respect of which our prior written permission is required and Additional Charges will apply, to be negotiated between you and us.

4.2 We reserve the right at any time to exclude from the Event and the Premises any Delegate whose behaviour is, in our reasonable opinion, an unacceptable nuisance or annoyance to other

Delegates or to others on our premises. There will be no refund or reduction in the Quote or Additional Charges in relation to any such exclusion.

4.3 The following provisions will apply unless we agree otherwise in writing with you:

- (a) Accommodation, whether standard or en suite, is provided in single study/bedrooms. Twin rooms may be provided, subject to availability.
- (b) Bedrooms will be allocated by us and no accommodation will be provided for persons under the age of eighteen.
- (c) Bedrooms are not available before 14.00 on the first day of a residential event and must be vacated by 10.00 on the last day. Luggage may be left, at the owner's risk, in an area designated by us.
- (d) All meals will be provided at the Premises. Most dietary requirements can be catered for but are not guaranteed. No food or drink other than that provided by us may be consumed on the Premises. Delegates must attend meals within fifteen minutes of the agreed commencement time.

5 Termination and Cancellation

5.1 Without limiting our other rights or remedies, we may terminate the Agreement with immediate effect by written notice to you if:

- (a) we are unable to provide (or reasonably believe we will be unable to provide) the Services for reasons outside of our control;
- (b) you become insolvent or bankrupt, are the subject of an administration, enter into any voluntary arrangement with your creditors, or are subject to any equivalent event or proceedings;
- (c) you fail to pay any amount due to us in accordance with the timetable set out in the Booking Contract; or
- (d) you commit any breach of the provisions of the Agreement.

5.2 You may cancel your booking and terminate the Agreement at any time prior to the Event by notifying us in writing. If you cancel your booking for any part of the Services, you must pay to us a cancellation fee. This fee will be the full sum of the deposit due under the Booking Contract (which, where such deposit is payable in instalments, shall include all instalments) and any additional deposit due under clause 2.1 of these Standard Terms, less:

- (a) any payment we have already received from you in relation to such deposit(s); and
- (b) any costs savings made by us if we successfully re-book the space and/or resources which would have been used to provide the cancelled Services (although we will not be under any obligation to do so).

5.3 We will invoice you for the cancellation fee within twenty-eight (28) days after receiving notice of your cancellation. You must pay our invoice within twenty-eight (28) days of its date.

6 Representation

6.1 You undertake:

- (a) not to make use of our name, logos, crest, coat of arms or insignia or those of the University except with written consent, which we may give or withhold at our sole discretion;
- (b) not to hold yourself out as part of, connected with or an agent or representative of either us or the University;
- (c) to ensure that all electronic and written materials connected with or referring to the Event (including online materials) carry the following legend, with the same typeface as the bulk of the surrounding material:

"[Client/Name of Organisation] is an organisation which contracts with Magdalen College for the use of facilities, but which has no formal connection with The University of Oxford"

7 Indemnity

7.1 You shall indemnify us and the University against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses including legal costs and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

- (a) any breach by you of any term of the Agreement;
- (b) the acts or omissions of you or any Delegate;
- (c) any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Event;
- (d) the use of our or the University's IT and network facilities by persons who gain access to those facilities as a result of your or any of the Delegates' acts or omissions;
- (e) any claim made against us in relation to termination of the Agreement in accordance with clause 5; and
- (f) any claim made against us as a result of any breach by you of any term of the Agreement or as a result of your acts or omissions or those of any Delegate.

8 Limitation of Liability

8.1 Nothing in the Agreement excludes or limits our liability for any matter for which it would be illegal for us to exclude or attempt to exclude our liability.

8.2 Subject to clause 8.1:

- (a) our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the amount paid by you to us under the Agreement; and
- (b) we shall not be liable to you for:
 - (i) indirect or consequential damages or losses;
 - (ii) any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity (in each case whether direct or indirect) which arise out of or in connection with the Agreement;
 - (iii) loss of or damage to property owned or hired by you, your representatives or Delegates; or
 - (iv) any non-performance or delay in performance of the Agreement which is wholly or partially attributable to the acts or omissions of you, any Delegate or a third party not connected with the provision of the Services.

8.3 We will not be deemed to be in breach of the Agreement or otherwise be liable to you for non-performance or delay in performance arising out of circumstances beyond our reasonable control.

8.4 You undertake not to make any claim in connection with the Agreement or its subject matter against any of our employees, students, agents or appointees (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to such individuals and does not prejudice any right which you may have to make any claim against us.

9 Data Protection

9.1 Any personal information you give us will be stored and used exclusively by us and the University for the purposes of the Agreement, in each case in accordance with any privacy policy which we may make available to you. We will not pass any such personal data to any other persons except with your express consent or that of the data subject or as otherwise permitted by law. You warrant that you have obtained all necessary consents in relation to the use by us of any personal information in accordance with this provision.

10 General

- 10.1 All communications between you and us about the Agreement shall be in writing and delivered by hand, sent by pre-paid first class post or sent by email to the address given by each of us in the Booking Contract or to such other address or by such other means as shall be notified by each of us to the other.
- 10.2 You may not assign or otherwise dispose of any of your rights or obligations under the Agreement.
- 10.3 No variation to the Agreement shall be binding unless agreed in writing between you and us.
- 10.4 The Agreement constitutes the entire agreement between the parties in relation to the Services.
- 10.5 Any waiver by us of any breach of any provision of the Agreement by you must be in writing and shall not be deemed a waiver of any subsequent or other breach.
- 10.6 The parties to the Agreement intend that the University will be able to enforce clauses 6 and 7.1 as if the University were a party to it, and that the individuals referred to in clause 8.4 will be able to enforce that clause, in each case pursuant to the Contracts (Rights of Third Parties) Act 1999. Otherwise, nothing in the Agreement confers any benefit or any right to enforce any terms of the Agreement on any third party. The parties may amend this Agreement without any need to seek any third party's consent to such amendment.
- 10.7 If any provision or part provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, or unenforceable it shall be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.
- 10.8 The Agreement and any connected claims (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and subject to the exclusive jurisdiction of the English courts.

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Oxford

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