



Terms and Conditions for Conferences and External Events

RESPONSIBLE COMMITTEE: Domestic Committee

RESPONSIBLE OFFICER: Domestic Bursar

LINKED DOCUMENTS: College: Booking of Conferences and External Events Policy; Freedom of Speech Policy; Booking Contract for Conferences and External Events.

LINKED DOCUMENTS: Other: n/a

Annual Review date: First meeting of Hilary Term

POLICY HISTORY

<i>Date of GB approval</i>	<i>Brief summary of changes</i>	<i>Confirmation that linked documents have updated if necessary</i>	<i>College policy register updated</i>
21 June 2016	Generation of terms and conditions	na	Yes (Sandra Campbell)



Agreement for Events and Other Services

CONTRACT

1. The booking contract (“the **Contract**”) (together with the schedule attached to it (“the **Schedule**”)) signed by you (“the **Client**”) comprises the contract between us (St John’s College) and you. This Agreement for Events and Other Services is incorporated into the Contract. Under the Contract we will provide you with the **Services** (as specified in the Schedule) and any other facilities in relation to your **Event** (being the event intended to take place on the date(s) specified in the Schedule).
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**”).
3. In order to (i) manage and mitigate the risks around the booking of College space, (ii) balance its legal duties in terms of ensuring freedom of speech and academic freedom, and (iii) protect student and staff welfare, the College will assess and rate risks associated with events booked by external organisations, groups or individuals, as advised by UK Universities and by the Charity Commission.

DELEGATE NUMBERS

4. 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 not later than 14 days prior to the date of the first day of the Event; and
 - (c) payment by you of an additional non-refundable deposit per additional Delegate of 40% of the **Daily Rate** (being the charge per Delegate per day for the Services, as specified in the Booking Contract).
5. You may give notice to us of a reduction in the number of Delegates in accordance with the provisions of Clause 11. After our receipt of that notice we shall be obliged to provide the Services only in respect of the reduced number of Delegates.

PAYMENT



6. 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.

YOUR RESPONSIBILITIES

7. 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 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 7(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; and
 - (iv) the University Code of Practice on Freedom of Speech;
 - (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.
8. 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.

9. The following provisions will apply unless we agree otherwise in writing with you:
- (a) Accommodation, whether standard or en suite, is usually provided in single study/bedrooms.
 - (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.

TERMINATION

10. Without limiting our other rights or remedies, we may terminate this Contract with immediate effect by written notice to you if:
- (a) we reasonably believe it is necessary to do so for reasons outside of our control (including without limitation your insolvency or bankruptcy);
 - (b) you fail to pay any amount due to us in accordance with the timetable set out in the Booking Contract;
 - (c) you commit any breach of the provisions of this Contract.
11. Subject to the provisions of the Contract, you may terminate this Contract or reduce the number of Delegates at any time prior to the Event by giving written notice to us.

REPRESENTATION

12. 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;
 - (b) not to hold yourself out as part of 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 St John's College for the use of facilities, but which has no formal connection with The University of Oxford."

13. The Client shall not use any photographs, film or video footage taken by the Client during their Event, in any advertising or publicity or for any commercial purpose without the prior written consent of St John's College, which consent may be given or withheld at the College's sole discretion. If such consent is given, or if the Client uses any image (their own or otherwise) of the College in any material, print or online, the material must be approved by the College prior to circulation / publication.
14. The parties to this Contract intend that the University will be able to enforce clauses 12-14 as if the University were a party to it, pursuant to the Contracts (Rights of Third Parties) Act 1999.

INDEMNITY

15. 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:
 16. any breach by you of any term of this Contract;
 17. the acts or omissions of you or any Delegate;
 18. loss of or damage to property owned or hired by you, your representatives or Delegates;
 19. 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;
 20. 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; and
 21. any claim made against us in relation to our termination of this Contract in accordance with clause 10.

LIMITATION OF LIABILITY

22. Nothing in this Contract excludes or limits our liability for any matter for which it would be illegal for us to exclude or attempt to exclude our liability.



23. Subject to clause 22:

(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 this Contract shall be limited to the amount paid by you to us under this Contract; 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 this Contract;

(iii) loss of or damage to property owned or hired by you, your representatives or Delegates;

(iv) any non-performance or delay in performance of this Contract 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.

24. We will not be deemed to be in breach of this Contract or otherwise be liable to you for non-performance or delay in performance arising out of circumstances beyond our control.

GENERAL

25. All communications between you and us about this Contract 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.

26. You may not assign or otherwise dispose of any of your rights or obligations under this Contract.

27. No variation to this Contract shall be binding unless agreed in writing between you and us.

28. Any waiver by us of any breach of any provision of this Contract by you must be in writing and shall not be deemed a waiver of any subsequent or other breach.

29. Except as stated in Clause 13, nothing in this Contract confers any benefit or any right to enforce any terms of this Contract on any third party.



30. If any provision or part provision of this Contract 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 this Contract and the remainder of such provision shall continue in full force and effect.
31. This Contract 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.