

Terms and conditions of venue hire

These Terms and Conditions accompany a Booking Contract (the **"Booking Contract"**) issued by the Chancellor, Masters and Scholars of the University of Oxford ("**us**") for the hire of the Venue described in that Booking Contract.

These Terms and Conditions, together with the Booking Contract and any annexes, schedules or other documents incorporated in such documents, comprise a legally binding agreement between us and the person identified as the Customer in the Booking Contract ("**you**") (the **"Agreement"**).

The Agreement governs the hire of the Venue to you for the purposes of the Event, together with the provision of any associated catering services or other additional services which we have agreed to provide.

The Agreement may be formed before the Booking Contract is complete (for example, if you have yet to determine certain details of the Event or to provide certain information). The parties may update the Booking Contract or associated documents such as menus from time to time by written agreement, including in e-mail correspondence and in these Terms and Conditions a reference to the Booking Contract is to the most recently-agreed iteration of the Booking Contract together with its associated documents.

1. Interpretation

1.1 Capitalised terms in these Terms and Conditions have the meanings given in the Booking Contract if no other meaning is given below. Otherwise:

"Accredited Supplier" means a supplier of goods or services (such as floristry, lighting, staging, AV equipment or entertainment) on our list of approved suppliers;

"Attendees" means all individuals (other than our employees and contractors) who will be present at the Event at your instigation, including your Delegates and any of your staff, suppliers, or speakers;

"Delegates" means those individuals invited by you to attend the Event as guests;

"Deposit" means the deposit identified in the Booking Contract;

"Premises" means our premises, including the Venue(s) and any ancillary areas which we may permit you to use; and

"Price" means those fees payable to us identified in the Booking Contract, together with any other fees, costs or charges payable to us in accordance with these Terms and Conditions.

1.2 Unless the context otherwise requires: i) the singular includes the plural and vice versa; ii) words following the terms **"including"**, **"include"**, **"in particular"** or similar are illustrative rather than exhaustive; and iii) reference to a statute or statutory provision is a reference to it as amended from time to time.

1.3 Any reference to our consent, approval or instructions refers to consents, approvals or instructions from our Coordinator (who shall serve as your first point of contact and who may escalate matters to the University Representative as appropriate) or from the person nominated by our Coordinator during the Hire Period.

1.4 In the event of any conflict between any Special Terms set out in the Booking Contract and the provisions of these Terms and Conditions, the Special Terms shall prevail.

2. Hire and Payment

2.1 In consideration of the payment by you of the Price, and compliance by you with the obligations set out in this Agreement, we will make the Venue available to you for the Hire Period, for the purposes of the Event (subject to our rights of substitution under clause 0) and provide any agreed catering or other additional services to you.

2.2 Once the Agreement is formed, we will issue an invoice for the Deposit (which, unless agreed otherwise in the Booking Contract, shall be fifty per cent (50%) of the Price) which you must pay within thirty (30) days of the date of our invoice. If you do not pay the Deposit on time then we may terminate the Agreement by written notice to you with immediate effect (and we are particularly likely to do so if another person wishes to book the Venue for the relevant date(s) or if the Deposit has not been paid two (2) weeks prior to the Event). We will invoice you for the remainder of the Price (together with any additional costs or charges arising under the Agreement, such as rectification costs) after the end of the Hire Period and you must pay these within thirty (30) days of the date of our invoice.

2.3 If the Event takes place less than eight weeks after the date of the Agreement, then you will be required to pay the entirety of our Price (as set out above) prior to the Event. We will invoice you for the Price promptly after formation of the Agreement and you must pay it within thirty (30) days of the date of our invoice. We may raise a further invoice for any additional costs or charges arising under the Agreement, such as rectification costs, after the end of the Hire Period and you must pay these within thirty (30) days of the date of our invoice.

2.4 Except in the circumstances described in clauses 12.5 and 13, the Deposit is non-refundable.

2.5 We may, acting reasonably, vary any prices comprised in the Booking Contract by written notice to you in order to account for any changes in our underlying cost of supply (such as third party supplier charges).

2.6 The Booking Contract may specify a minimum number of Delegates on which our quotation is based. Unless we agree otherwise, you will be liable to pay the Price for that minimum number of Delegates even if the number actually attending the Event or using our services is fewer than that minimum number. After the end of the Hire Period we will, in raising our final invoice as described below, apply additional sums to the Price if the number of Delegates exceeds the number set out in this Booking Contract, based on our standard rates per Delegate. We will not provide accounts to or in relation to individual Delegates. We will act reasonably to try to accommodate reductions or increases in Delegate numbers notified to us.

- 2.7 We will submit a final invoice to you after the end of the Event for the total of the Price set out in the Booking Contract and any additional Price, less amounts paid in the form of deposit(s). We will apply additional sums to the Price:
- (a) where the number of Delegates who attend the Event exceeds the number specified in the Booking Contract;
 - (b) where we are entitled to pass on any charges or costs to you under the terms of the Agreement (such as in relation to damage caused to our premises or equipment); and
 - (c) where we provide you with services additional to, or different from, those specified in the Booking Contract, in which case we will agree with you in writing an additional Fee for those services,

and you will pay the final invoice within thirty (30) days of its date.

- 2.8 Unless stated otherwise, all sums are stated exclusive of VAT, which will be payable in addition where applicable. Our registered VAT number is GB B 125 5067 30.

3. Co-ordination

- 3.1 The person named as your Representative in the Booking Contract is responsible for co-ordinating all necessary arrangements relating to the Event. During the Hire Period your Representative and our Coordinator (or a person nominated by our Coordinator) shall both remain at the Venue and liaise in relation to the conduct of the Event. Your Representative must remain sober, on site and available at all reasonable times during the Hire Period. You must notify us of the name and contact details of your Representative no less than 14 days prior to the Event.

- 3.2 You warrant that:

- (a) the person named as your contact in the Booking Contract has authority to agree all aspects of the use of the Venue for the Event, and to agree amendments to the Booking Contract, with us from time to time; and
- (b) your Representative (as notified to us in accordance with clause 3.1 above) has authority to ensure compliance by all Attendees with the requirements of the Agreement, and in particular with our instructions to safeguard the Premises and its contents.

- 3.3 You must ensure that all Attendees are aware of the relevant requirements of the Agreement, fully comply with them, and follow the instructions of our personnel.

- 3.4 We are entitled to be present at the Venue at all times. You will provide a Representative to accompany and identify Delegates and other Attendees attending your Event. We may request a full list of Delegates and Attendees prior to the Event, and in particular details of any high-profile Delegate(s) who may require additional security protection which you propose to arrange, or which we may at our option arrange on your behalf subject to the

agreement of any additional fees. We reserve the right not to admit any person who has not been identified to us in advance as a Delegate or Attendee.

- 3.5 If we have agreed to provide catering services, you must work with our Coordinator to ensure that all dietary requirements or allergen information of any Delegates have been communicated to us accurately and in good time prior to the Event, within such timings as we may specify. If you have not done so, it will be your responsibility and not ours to ensure that any special dietary requirements are met. You must also ensure that you have obtained the express consent of each Delegate to the disclosure to us of their dietary requirements. We do not guarantee that we will be able to accommodate all dietary requirements.
- 3.6 If any members of the press are expected to attend the Event, you must inform us at least five (5) working days prior to the Event, designate a Representative to remain with them at all times and inform us in advance of the identity of that Representative.

4. Your Responsibilities

4.1 You warrant and undertake that:

- (a) all information provided by you to us (including in relation to the purpose of the Event) was at the time of disclosure and shall remain until the end of the Hire Period truthful and accurate;
- (b) the Venue shall only be used for the purposes of the Event in accordance with the Agreement;
- (c) if you are arranging the Event for a third party, you have notified us of that third party's name and business;
- (d) the number of Delegates and the number of Attendees at the Event shall not exceed the respective maximum numbers set out in the Booking Contract;
- (e) you shall at all times ensure the proper and careful use of the Venue and shall not allow any activity which may damage the Venue, Premises or any neighbouring site or which may be or become a nuisance, annoyance or disturbance to us or any neighbouring site;
- (f) you shall strictly adhere to the Start and End of the hire period and any timings that are designated by the terms of the Venue licence. You will adhere to the timeline for the Event within the Start and End of the Hire Period and keep our Coordinator informed of any proposed changes to these.
- (g) you shall during the Event keep the Venue and Premises in a safe condition;
- (h) you shall as soon as possible (and in any event within twenty-four (24) hours) notify us of any damage to the Venue, Premises or to any objects, contents or fittings in or at the Venue or Premises (and clause 8.2 shall apply);

- (i) you shall comply with any conditions imposed by any consent or permission that has been obtained for the purposes of the Event;
 - (j) you shall, and shall procure that all Attendees shall:
 - (i) comply with all laws, regulations and codes of practice (whether issued by us or otherwise) applicable to the Venue or the Event;
 - (ii) comply with such restrictions or conditions as we may impose in relation to the Event including in relation to access, supplies, parking, movement of vehicles and/or routing of power leads; and
 - (iii) comply with all guidelines issued by us, including in relation to power supply and lighting, fire safety precautions and precautions against causing damage; and
 - (k) you shall, where appropriate, inform the police, local fire, and rescue authorities, local government bodies (including environmental health) of the Event taking place at the Venue, comply with any recommendations they may be given on their behalf in relation to the Event, and supply evidence of such compliance to us on request.
- 4.2 You shall ensure that appropriate risk assessments are performed for all activities to be conducted at the Venue as part of the Event and that you or your suppliers provide such risk assessments to us on request. We may require you to implement, and/or to pay the cost of, any special precautions we require to address such risk. In particular, if any aspect of the Event may involve any fire risk you must seek written approval from us at least thirty (30) days in advance of the Hire Period. We may also ask that you complete a risk assessment in relation to any speakers at the Event in connection with our [Code of Practice on Meetings and Events](#) and our Prevent duties under the Counter-Terrorism and Security Act 2015.
- 4.3 Without limiting your other obligations under this clause 4, you agree and acknowledge that:
- (a) our staff are entitled to a dignified and supportive working environment. We insist that they are treated with dignity, respect and courtesy at all times, and reserve the right to immediately remove from the Venue any person who bullies or harasses our staff or who we otherwise determine has behaved unacceptably towards them;
 - (b) the University of Oxford holds it of paramount importance that its reputation and core values are upheld, including in relation to ethical practices and social responsibility. We reserve the right to halt any activities at the Venue, and refuse entry to or remove any person, whose conduct is incompatible with that reputation and those core values, including in relation to any:
 - (i) unlawful activity, such as libellous, infringing or discriminatory activity, or any involvement in national or international crimes;
 - (ii) activity which we otherwise deem to be inappropriate, unseemly or offensive, especially if not disclosed to and approved by us in advance.

5. The Venue, Access and Occupation

- 5.1 You may only occupy the Venue during the agreed Hire Period, which will include set up and break down time. Without limiting our other remedies, we may charge an overrun fee if you or any Attendees occupy the Venue beyond the Hire Period.
- 5.2 Delegates may only arrive at the Premises at the Event Start Time and must report to the entrance specified in the Booking Contract. We will specify any areas of the Venue and/or Premises which can be used for preparation or set-up for the Event, and any permitted times for set-up.
- 5.3 No changes, additions or alterations in or to the Venue or Premises (interior or exterior) and/or the contents thereof may be made except as agreed in writing in advance by us, all of which shall be of a temporary nature only and strictly necessary for the purposes of the Event. You may not erect scaffolding or affix screws or nails to any building, structure or object at the Venue or the Premises without our prior written consent.
- 5.4 No equipment or structures of any kind may be erected on or attached to any part of the Venue or Premises, their contents or our equipment without our prior written approval.
- 5.5 Proposals for any temporary structures or fixings, supports for heavy-equipment, ground protection, and the like must be submitted for our approval at least forty-five (45) days before the Hire Period. All such items must be erected in accordance with applicable British Standards and to our satisfaction.
- 5.6 Furniture, paintings, display cases or other contents in or at the Premises may not be moved without our prior written consent, and then only by our staff or under their direct supervision and at your additional cost.
- 5.7 You must take precautions to prevent damage to floors or floor coverings. For example, equipment may need rubber-tipped feet or protective boards underneath, and heavy work-boots or stiletto heels may be forbidden in particular areas.
- 5.8 Any vehicular access to the Premises must be with our prior written consent and confined to such routes as are approved by us in advance.
- 5.9 We may substitute and otherwise alter displays of art, botanical displays and/or objects in the Venue at any time without prior notice and without liability to you.
- 5.10 We may insist on the immediate departure of any Attendee from the Venue and/or the Premises if we consider that the conduct or behaviour of that person is unacceptable.
- 5.11 We may enter any part of the Venue at any time during the Hire Period and interrupt or terminate the Event, without liability to you, if we believe that the structure or content of the Venue and/or the Premises is at risk of damage or the safety of the Attendees or other persons is at risk.

- 5.12 If for any reason the Venue or any part of the Venue becomes, or is likely to become, unavailable, we may without liability to you substitute alternative function space within the Premises of a similar standard to the Venue for the Event. We will use reasonable endeavours to notify you as early as possible of any such substitution.

6. Publicity

- 6.1 Except as necessary for inviting and directing Attendees to the Event, you may not use the name of the Venue, Premises or the University of Oxford without our prior written consent.
- 6.2 You may not use any trademark or logo of the University of Oxford or the Venue or Premises in any advertising or publicity or for any other purpose without our prior written approval of the intended use (including its form and medium), nor hold yourself out as a representative of or in any way associated with the Venue, Premises or University of Oxford.
- 6.3 You may not advertise the Event to the public by any means without our prior written approval.

7. Insurance

You must before the start of the Hire Period take out public liability insurance cover with a reputable insurer to a level of cover of at least £10,000,000 per occurrence, either in your name or in the name of your representative (in which case both you and your representative must sign). You must provide a copy of any relevant policy, together with evidence of payment of the applicable premiums, to us prior to the start of the Hire Period.

8. Removal and Restoration

- 8.1 Unless agreed otherwise in writing, you shall be responsible for removing from the Venue, the Premises and any access routes before the end of the Hire Period and to the satisfaction of our Coordinator:
- (a) all equipment used for the Event (including, without limitation, toilets, temporary structures, mobile facilities) not supplied by us; and
 - (b) all litter, waste or recyclable materials resulting from the Event,

and if you do not we may conduct our own removal and charge you for our costs.

- 8.2 You shall be responsible for all costs of fully restoring and reinstating the Venue and Premises to their condition prior to the Hire Period. Unless otherwise agreed, we shall undertake any repairs, reinstatements or restorations ourselves and pass all costs incurred on to you, which may include the costs of specialist craftspeople or consultants (particularly in relation to works of art or items of value).
- 8.3 We accept no responsibility for any equipment, items or other articles brought to the Venue and/or Premises by you or any Attendee or left at the Venue and/or Premises following the

conclusion of the Event. We may remove and dispose of anything left at the Venue and/or Premises after the Hire Period.

9. Suppliers, Equipment, Catering and Entertainment

- 9.1 Unless otherwise agreed with us, you may only use Accredited Suppliers for the provision of goods or services in connection with the Event, and breach of this obligation will entitle us to terminate under Clause 12.4.
- 9.2 You acknowledge and agree that:
- (a) any agreement with an Accredited Supplier is between you and the relevant Accredited Supplier. We are not party to that agreement and not responsible for the Accredited Supplier or its performance; and
 - (b) you shall be responsible for all acts and omissions of the Attendees (including your suppliers) as if such acts and omissions were your own.
- 9.3 You shall provide, at your own cost, any equipment required by us or by any relevant authority for health and safety reasons (for example, additional fire extinguishers) unless we have agreed in writing to provide them.
- 9.4 You may only bring equipment into the Premises for use at the Event with our prior written consent, and upon provision by you or the relevant supplier of a valid certificate showing that the equipment has been tested in accordance with applicable health and safety regulations. You must ensure that all equipment is removed from the Premises in accordance with our instructions within one (1) hour of the End Time of the Event.
- 9.5 You must provide our Coordinator with a full list of suppliers and equipment to be brought on site at least two (2) weeks prior to the Event.
- 9.6 You shall ensure that your suppliers provide our Coordinator with a copy of their public liability insurance (to a level of cover of at least £5,000,000 per claim) valid at the time of the Event together with risks assessments and method statements for the work to be carried out.
- 9.7 You shall ensure that your suppliers report to the Premises reception desk and we may require that they are escorted by our staff at all times whilst at the Premises.
- 9.8 The use of naked flames, strobes, smoke or haze machines, dry ice, internal fireworks, party poppers, crackers, helium balloons, soil, sand or similar items is not permitted within the Venue or Premises. Smoking and vaporising are not permitted within the Venue or Premises. Dependent on the Venue, there may be further restrictions which our Coordinator will advise you of.
- 9.9 No trading may take place at any Event without our prior written approval, Any approval:

- (a) is conditional upon the relevant supplier having the required valid licences and regulatory documents and complying with all applicable law while carrying out the trading activity; and/
 - (b) may be conditioned on the payment of an additional Fee to us, in particular where such trading competes with our own trading or catering.
- 9.10 We may stop any trading and remove the relevant supplier if any of the conditions of trading required by us are not met.
- 9.11 Food and drink may only be consumed in the designated areas within the Venue. Delegates may not bring any food or drink to the Venue or consume any food or drink at the Venue other than as provided by us or an Accredited Supplier approved by us, unless otherwise agreed in writing by us.
- 9.12 You shall ensure that no alcohol is served at the Event or brought into the Premises (except where supplied by an Accredited Supplier) without our prior written consent.
- 9.13 We, or any relevant third party caterer, may verify the age of any person consuming alcohol in the Venue and may instruct bar staff not to serve any person behaving in an inappropriate or unseemly manner.
- 9.14 You may play live and pre-recorded music during the Event in accordance with our PRS and PPL licences. You must adhere to any maximum level of sound and time restrictions specified by us in playing music or in any other entertainment.
- 9.15 You must adhere to the requirements of any applicable licences. Where the Event incorporates licensable activities which are not covered by licences held by us or by a relevant third party caterer, you must obtain the required licences at your own cost and provide copies to us on request.

10. Indemnity and Liability

- 10.1 You will indemnify us (and any of our officers, employees, agents or contractors) against all liabilities, losses, damages, costs and expenses suffered or incurred by us or them arising from:
- (a) any third party claim brought or threatened against us or them arising from your breach of the Agreement, your negligence, or any other wrongful act or omission on your part or the part of any Attendee;
 - (b) any third party claim brought or threatened against us or them otherwise connected with the Event or your use of the Venue (except to the extent such claim is attributable to our breach of the Agreement or our negligence);
 - (c) any damage to our premises, damage to or loss of any property at our premises, or injury to any person caused by any Attendee; or

- (d) your breach of the Agreement or any other negligence or wrongful act or omission on your part or the part of any Attendee.
- 10.2 We will notify you promptly if we become aware of any claim against which you are required to provide an indemnity under clause 10.1. We will not make any admission or settlement in relation to such claim without your prior written consent, which you may not unreasonably withhold, condition or delay.
- 10.3 You must notify us promptly of any claim brought or threatened against you or any other dispute in connection with the Event, providing such details as we may require.
- 10.4 **We are responsible to you only for foreseeable loss and damage caused by us.** If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of contract or our failing to use reasonable care and skill but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time we entered into the Agreement with you, both we and you knew it might happen: for example, if you discussed it with us during the sales process.
- 10.5 **We are not liable to you for business losses.** We are providing our services to you for personal or private use. If the Event is for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.6 **We are not liable for Delegates' losses.** We will not be liable to you for loss of or damage to any property owned or hired by you or any Delegate, except to the extent such loss or damage is our fault. We will not be liable to you for any loss suffered or incurred by you or any Delegate arising from any termination of this Agreement.
- 10.7 **We are not liable for your acts or those of your Delegates.** We shall not be liable to you for any loss you suffer arising from your own actions or omissions or those of your Delegates or those of any third party supplier (unless they are our sub-contractor). In particular, if we are not able to perform any obligations under the Agreement, or are delayed in performing them, as a result of those actions or omissions, we will not be liable to you.
- 10.8 **Our liability is limited.** Our total aggregate liability to you under this Agreement, or in connection with its subject matter, will not exceed:
- (a) where you are a consumer (i.e. a private individual, for example booking a wedding or party), an amount equal to one hundred and twenty-five per cent (125%) of the total Price, if our liability arises due to our failure to perform our services with reasonable skill and care or to provide them in accordance with the main characteristics identified in the Proposal; or
 - (b) in all other circumstances an amount equal to the sums paid by you to us under this Agreement.

Because our liability to you is generally limited, and because we do not accept liability for matters outside our control, we strongly recommend that you take out appropriate event insurance.

10.9 **Where our liability is not limited.** Nothing in the Agreement excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other matter for which liability cannot lawfully be limited or excluded.

11. Delegate Numbers

11.1 We will not unreasonably refuse to accept a written request made by you in advance of the Event to increase the number of Delegates who attend the Event from that specified in the Booking Contract, subject to:

- a) the availability of the Venue and associated services;
- 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 Event we are under no obligation to do so); and
- c) payment by you of an additional non-refundable deposit per additional Delegate of 50%.

11.2 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 Venue and associated services only in respect of the reduced number of Delegates. You will not be entitled to any refund of your deposit or any subsequent payments if you reduce the number of Delegates. If the request is received less than fourteen (14) days in advance of the Event we will be unable to adjust the final invoice to reflect the reduction in Delegate numbers.

12. Cancellation and Termination

12.1 Specific cancellation provisions may apply in the event of a pandemic and are set out in clause 13 below. Otherwise, the provisions of this clause 12 alone will apply to cancellation or termination by either you or us.

12.2 Because the Agreement is a contract for the supply of event services during an agreed period of performance, you do not have any statutory right as a consumer to cancel the Agreement under the Consumer Contracts Regulations 2013 or Consumer Rights Act 2015. The entirety of your rights of cancellation is set out below.

12.3 You may cancel the Agreement by written notice to us. In the event of cancellation, we shall be entitled to retain the Deposit (and, if the Deposit is less than 50% of the Price, we may also charge a cancellation fee which is the amount equivalent to the different between the Deposit and 50% of the Price “**Basic Cancellation Fee**”). In addition to retaining the Deposit and charging the Basic Cancellation Fee:

- (a) if cancellation occurs less than two months prior to the Event Date, we may charge an additional cancellation fee of twenty-five per cent (25%) of the Price (which, together with the Deposit and Basic Cancellation Fee, shall total seventy-five per cent (75%) of the Price);
- (b) if cancellation occurs less than one month prior to the Event Date, we may charge an additional cancellation fee of fifty per cent (50%) of the Price (which, together with the Deposit and the Basic Cancellation Fee shall total one hundred per cent (100%) of the Price),

provided in each case that we will reduce the cancellation fee if and to the extent we mitigate our losses by successfully re-booking the space and/or resources which would have been used to provide the cancelled Event.

12.4 We may terminate the Agreement by written notice to you, and may retain the Deposit, if:

- (a) you commit a material breach of the Agreement and (in the case of a material breach which is capable of remedy) fail to remedy that breach within such a reasonable period of time as we may specify. In particular, if you have failed to obtain and provide evidence of necessary insurance, licences, consents, approvals or risk assessments as required by the Agreement then this will be a material breach which is incapable of remedy; or
- (b) an order is made or a resolution is passed for your winding-up, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to you; or
- (c) you become insolvent or bankrupt, or are the subject of an administration, or enter into any voluntary arrangement with creditors, or are subject to any equivalent event or proceedings.

12.5 We may terminate the Agreement by written notice to you, and shall return the Deposit to you, if:

- (a) we are, or reasonably believe we will be, unable to perform the Agreement for reasons outside our control;
- (b) we otherwise require any material changes in the arrangement of the Event which are not acceptable to you (other than any substitutions we may make under clause 0).

12.6 Termination of the Agreement, for whatever reason, shall not limit any rights or remedies of the parties which accrued prior to termination.

13. Pandemics, Epidemics and Infectious Diseases

- 13.1 Both you and we agree to comply with any official guidance from UK Government in relation to any pandemic, epidemic or infectious disease, and to notify the other promptly of any impact such a circumstance may have on the performance of our respective obligations under the Agreement.
- 13.2 You agree to comply with, and procure that all Attendees comply with, any measures which we may communicate to you in to ensure the safety of our staff and of Attendees. Without limiting that general obligation, we may take, and require you to comply with, reasonable measures such as (without limitation):
- (a) imposing maximum Attendee numbers at the event;
 - (b) limiting food or drink availability, or changing the means by which either are served;
 - (c) imposing specific requirements regarding personal protective equipment such as the wearing of masks, or specific safety measures such as the use of sanitiser or distancing procedures; or
 - (d) limiting any planned entertainment for your Event.
- 13.3 We may acting reasonably revise the Price to reflect any measures taken (for example if buffet service is replaced by table service) and will notify you as early as is reasonably practicable of any such revisions.
- 13.4 If we are obliged to close the Venue or Premises due to Government restrictions, or if we decide to close them due to our own safety concerns, we will seek to agree with you an alternative date for the Event. If that cannot be agreed your booking will be cancelled and your Deposit will be returned. We will have no liability to you in connection with any such changes in date or cancellation.
- 13.5 You must notify us if the number of Attendees at the Event will be reduced due to infection or travel restrictions associated with a pandemic, epidemic or infectious disease. If you provide us with at least fourteen (14) days' notice prior to the Event of any reduction we will offer a proportionate reduction in the Price (to a maximum of 30% on the elements of your quote that apply to Attendee numbers. No reduction will be given on elements not dependent on Attendee numbers) or, if you prefer to defer the Event, seek to agree an alternative date with you. If we cannot agree an alternative date with you, or if you do not wish to proceed with the Event subject to a reduction in the Price, then you will be deemed to have cancelled under clause 12.3 and a cancellation fee will apply.
- 13.6 If you choose not to proceed with the Event for other reasons connected with a pandemic, epidemic or infectious disease (such as regional lockdowns not affecting Oxfordshire or not wishing to hold the Event whilst physical distancing measures are in force) you must provide us with notice of cancellation, stating your reasons, at least fourteen (14) days prior to the Event. We will seek to agree an alternative date for the Event with you, but if that cannot be

agreed then you will be deemed to have cancelled under clause 12.3 and a cancellation fee will apply.

14. General

- 14.1 Relationship between the Parties. Nothing in this Agreement creates any partnership or relationship of principal and agent between us and you. Neither party may make any commitments on the other party's behalf.
- 14.2 Force Majeure. Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party.
- 14.3 Confidentiality. You must keep in strict confidence any confidential information concerning our business or operations which you may obtain, restrict disclosure of such information to such of your personnel or contractors as need to know it for the purposes of the Agreement, and ensure that such persons keep it confidential.
- 14.4 Freedom of Information. We are a public authority for the purposes of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (together the "FOI Legislation") and may receive requests to disclose information relating to the Event. If we receive a request under the FOI Legislation to disclose any information which may be confidential to you, we will notify and consult with you.
- 14.5 Data Protection. You must (and must ensure that all relevant Attendees) comply with applicable data protection law (including the Data Protection Act 2018 and General Data Protection Regulation) in relation to any personal data processed or provided by you in connection with the Event. We will likewise comply with applicable law in relation to personal data processed by us. In particular, you must ensure that your disclosure to us of any relevant personal data is lawful, that you have obtained any consents necessary to disclose relevant personal data to us and for our processing of it in connection with the Event (and provide copies of such consents to us if requested), and that you have drawn the Attendees' attention to any privacy notice or policy which we provide or make available to you (including via our website). Any personal information you give us will be stored and used exclusively by us and our suppliers for the purposes of performing the Agreement, in accordance with our privacy notice or policy which we may make available to you. We will not pass any such personal data to any other persons except with your consent or where otherwise permitted by law.
- 14.6 Notices. All notices under the Agreement shall be in writing and delivered by hand, sent by pre-paid first class post or sent by email (with an automatic confirmation of receipt) to the address given for the recipient party's contact person identified in the Booking Contract or to such other address or by such other means as shall be notified by the recipient party to the other.
- 14.7 Assignment and sub-contracting. You may not assign, sub-contract or otherwise dispose of any of your rights or obligations under the Agreement without our consent.
- 14.8 Third party rights. No term of the Agreement will be enforceable by any third party.

- 14.9 Severability. If any provision (or part of a provision) of this Agreement is held to be invalid or unenforceable, then such provision (or relevant part, as the case may be) shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement, and the validity and enforceability of the other provisions (and part provisions) of this Agreement shall not be affected.
- 14.10 Waivers. Any waiver by us of any breach of any provision of the Agreement must be in writing and shall not be deemed a waiver of any subsequent or other breach.
- 14.11 Variation. Any variation of the Agreement must be in writing and signed by the parties or their authorised representatives.
- 14.12 Entire Agreement. The Agreement sets out the entire agreement and understanding between the parties in relation to its subject matter.
- 14.13 Law. 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.