

STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF CONFERENCE FACILITIES AT ST CATHERINE'S COLLEGE

1 Definitions

"Company" means St Catherine's Management Limited a wholly owned subsidiary of St Catherine's College.

"Organiser" means the organisation, institution or person requesting a conference both prior to and after the issue of a booking contract.

"Conference" means a conference, meeting, banquet or similar event

"Booking Contract" means the agreement prepared by the Company detailing the facilities and services requested by the Organiser together with the Quoted Cost

"Initial deposit" means the sum specified as such in the Booking Contract, which shall be 10% of the Quoted Cost for a residential Conference or £350 per day for a non-residential Conference.

"Further Deposit" means for a residential Conference, a sum equal to 50% of the Quoted Cost. Summer schools will be required to pay the remaining 40% prior to arrival.

"Quoted Cost" means the estimated total cost of the facilities and services for Conference as specified in the Booking Contract and as amended in accordance with Clause 4 of these terms and conditions

"Incidentals" means facilities, goods and services not included in the Booking Contract which are supplied during the Conference

"Start Date" means the date on which the Conference is scheduled to start as stated in the Booking Contract

"Due-date" for the final payment is 28 days after the issue date of the final invoice

2 Reservation

The Company will, if willing and able to provide the facilities for a Conference on the dates requested by the Organiser, prepare a Booking Contract on the basis of information supplied and send it to the Organiser. If the Organiser wishes to reserve the facilities and services detailed in the Booking Contract, the Organiser must sign and return a copy of the Booking Contract within 28 days of its issue together with the appropriate Initial Deposit. The acceptance of the Booking Contract by the Organiser will constitute the Organiser's and the Company's acceptance of the booking and a legally binding contract will exist between the Company and the Organiser. That contract will be governed by these terms and conditions.

The Company reserves the right to refuse any booking or withdraw or change these terms and conditions at any time before a booking is accepted.

3 Deposits

The Organiser shall pay the Further Deposit in full three months before the start date of the event. A reminder will be issued.

4 Changes to the Reservation

The Organiser may at any time notify the Company in writing of a reduction in numbers attending the Conference and any consequent reduction in meals and rooms required. Where a minimum charge forms part of the contract any reduction in numbers will not affect such a charge.

The Organiser may at any time request the Company to accommodate an increase in numbers above those stated in the Booking Contract or to change the Start Date. The Company may agree to such a request but shall be under no obligation to do so, and may require the payment of an additional sum by way of deposit as a condition of agreeing. If the Company agrees to an increase in numbers the Quoted Cost will be altered to cover such increase. The Company will signify its agreement to any change by issuing a written confirmation to the Organiser which will be effective to amend the details on the Booking Contract.

5 Final Numbers

The Organiser shall supply final numbers for overnight accommodation and meals no later than fourteen days before the Start Date, and the greater of such numbers (or, in the event that they are not supplied, the numbers appearing on the Reservation Form) and the numbers of meals actually taken shall form the basis for supplying overnight accommodation and meals and for charging in the final account.

6 Prices, Charging and Payment

The prices of all meals, rooms and other facilities shall be as stated on the Booking Contract. The Company may alter any or all such prices to compensate for reasonable changes in the underlying cost of supplying such items, provided however that no such alteration shall be made less than three months days before the Start Date of a residential Conference and 14 days before the Start Date of a non-residential Conference.

On completion of the Conference the Company will prepare a final account which shall be the final Quoted Cost, incidentals and any additional or reduction in charges agreed under Condition 4, less deposits paid. Payment of the final account shall be made within twenty eight days after the invoice date.

In the case of cancellation, in full or in part, after signing a Booking Contract, the cancellation charge shall be equivalent to 60% of the initial Quote for residential conferences, and in the case of day meetings, the initial deposit.

The Organiser shall be held personally liable to the Company for full payment of charges in connection with the Conference and for the cost of making good any damage done by the Organiser, or his agents or servants, or conference delegates to St Catherine's College property or other property hired by the Company or Organiser for the event. Where two or more persons are named as the Organiser in the Booking Contract their liability to the Company will be joint and several.

Value Added Tax ("VAT") will be charged in accordance with statute. In the event the Organiser claims VAT exemption, it is the Organiser's responsibility to obtain and present the necessary certification.

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If payment to the Company is not made by the Organiser on or before the due date the Company may, in addition to any other right or remedy available to it, charge interest on the amount outstanding at the rate of 2% per month or part thereof during which the amount is outstanding, as well before as after judgement.

7 Pre-Conference Arrangements

The Organiser shall, at least ten days before the Start date, provide the Company with:

a. the final drafts of programmes and running sheet showing the times and locations of all meals, lectures, seminars and other Conference activities

b. a typed list of delegates in alphabetical order in a form required by the Company, including annotations against each name showing any disabilities, special dietary requirements, requests for adjacent rooms, arrival and departure dates, and any other information of which the Company needs to be aware in order to provide an effective service to the delegates

c. final numbers for all meals (see Condition 5 above).

Should any of the information supplied conflict with information contained on the Booking Contract the Company will endeavour to meet the revised requirement but shall be under no obligation to do so.

8 Conduct of the Conference

a. The Organiser shall appoint a Co-ordinator who shall be resident in the College in the case of a residential Conference or present in College in the case of a non-residential Conference throughout the Conference and responsible for the behaviour of the delegates. The Co-ordinator shall ensure that delegates, or those acting for or on behalf of the Organiser,

1 do not undertake any activity that may be liable to bring St Catherine's College or the University of Oxford into disrepute;

2 comply with licensing, statutory, health and safety requirements and other such matters or instructions issued under them

3 treat the facilities and the College premises with care, and respect the privacy of its residents and shall not interfere with or gain access or attempt to gain access to those parts of the College premises for which public access or access is indicated by the College as being unauthorised

4 not to affix anything to, attach or otherwise decorate any part or the whole of the facilities without prior approval of the Company

5 do not behave in a manner which puts others (delegates or members of the College) at risk or causes nuisance or annoyance. The Company reserves right at any time to exclude from the College premises any delegate or other person invited by or acting for the Organiser whose behaviour is, in the reasonable opinion of the Company, and unacceptable nuisance or annoyance. There will be no refund or reduction in the final account for the Conference.

6 do not publish any promotional material in connection with the Conference by any medium whatsoever without having first provided the Company with a draft and having obtained the prior written consent of the Company.

b. Accommodation, whether standard or ensuite, is provided in single study/bedrooms. Twin rooms may be provided, subject to availability and prior agreement.

c. Rooms will be allocated by the Conference Manager. No accommodation will be provided for persons under the age of eighteen except by prior written agreement.

d. Rooms are not available before 14.00 on the first day of the Conference and must be vacated by 10.00 on the last day unless prior arrangements are made with the Company. Luggage may be left, at the owner's risk, in an area designated by the Company.

e. All meals are provided in St Catherine's College Hall unless otherwise agreed. Most dietary requirements can be catered for but are not guaranteed and are not included as part of the contract with the Company. Unless previously agreed in writing no food or drink other than that provided by the Company may be consumed on St Catherine's College premises. Prompt attendance at stated meal times is requested.

f. Accounts will not be prepared for individual delegates.

9 Insurance and Liability

The Company does not accept any liability for loss of or damage to the property, including money and vehicles, of the Organiser or any person attending the Conference or any employee or agent of the Organiser and any goods/equipment hired in by the Organiser and for any which they are responsible, or any consequential losses arising therefrom. The Organiser will indemnify the Company against all claims made in connection with any such loss or damage. The Organiser may wish to consider making insurance arrangements in this regard. Similarly the Organiser may wish to consider insurance cover against cancellation of the Conference or a shortfall in the number of delegates attending. Delegates may wish to consider taking out medical insurance for the duration of their visit if they do not already have adequate cover. The Company does not accept liability for the loss of or damage to personal belongings whether or not caused by the Company's negligence. Delegates and Organisers are recommended to make their own insurance arrangements.

The Organiser should have adequate Employer and Public Liability insurance, the latter with a minimum limit of indemnity of £5 million and including an indemnity to principals clause.

In addition to the generality of this Clause neither the Company nor its agents or sub-contractors accepts any liability for loss or damage to vehicles belonging to or used by anyone attending the Conference, whether or not such vehicles are the subject of an arrangement for parking made between the Organiser and the Company on their behalf, and the Organiser will indemnify the Company, its agents and sub-contractors against all claims made in connection with any such loss or damage.

Subject to the next following paragraph the Company does not accept any liability for consequential or indirect loss or damage and the Company's aggregate maximum liability to the Organiser however arising, whether in negligence or otherwise, is limited to the monies paid by the Organiser to the Company.

The Company does not seek to exclude or limit from its liability except as permitted by law and does not exclude its liability for death or personal injury arising from its negligence.

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the Company, St Catherine's College or the University of Oxford may suffer, and which are the result of the use of the University of

The Company will not be liable for any delay or failure to perform its obligations caused by circumstances beyond its reasonable control.

Where the Company makes any payment to the Organiser arising from a contract, the Organiser must assign to the Company or its insurers any rights it may have to pursue any other third party. The Organiser must also provide the Company and its insurers with all assistance required.

10 Freedom of Speech

The Organiser of a Conference is required to undertake to secure that the principles embodied in the University Code of Practice on Freedom of Speech, pursuant to its statutory duty under Section 43 (3) of the Education (No 2) Act 1986, will be upheld, and shall, if so required, satisfy the Company of its ability to discharge its obligations in regard to upholding freedom of speech.

11 Representation

The Organiser undertakes with the Company:-

- (a) not to make use of the name, logos, crest, coat of arms or insignia of The University of Oxford ('the University');
- (b) not to make use of the name, logos, crest, coat of arms or insignia of St Catherine's College except where the express written consent has been given by the College;
- (c) not to hold itself out as part of or an emanation of either the College or the University, or as the agent or representative of either the College or the University;
- (d) to procure that all electronic and eye-readable materials connected with or referring to the Organiser's Conference in St Catherine's College (including material on the web) carry the following legend, with the same typeface as the bulk of the surrounding material:

"The Client/Name of Organisation" is an organisation which contracts with St Catherine's College for the use of facilities, but which has no formal connection with The University of Oxford'

The parties to this Agreement intend that the University will be able to enforce this clause as if the University were a party

to it, pursuant to the Contracts (Rights of Third Parties) Act 1999. This clause may not be amended without the prior written consent of the University.

12 University IT and Network

The Organiser undertakes to abide by the rules set out for the use of the University IT network, available on request, and to indemnify the Company from and against any and all losses which

Oxford's IT and Network facilities by persons who gain access to those facilities through services provided by St Catherine's College.

13 Governing Law

Any contract created in accordance with these terms and conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

14 Contract Variations

No variation to these terms and conditions will be effective unless recorded in writing and signed on behalf of each party.

15 Force Majeure

The Company will not be deemed to be in breach of this Agreement or otherwise be liable to the Organiser for non-performance or delay in performance of any obligation under this Agreement arising out of circumstances beyond its control of which it has notified the Organiser.

1 Assignment

This Agreement is personal to the Organiser who may not assign or dispose of any of its rights hereunder or sub-contract or otherwise delegate any of its obligations hereunder.

The Company shall be entitled to assign the benefit and/or burden of this Agreement without requiring any consent of the Organiser.

17 General

Nothing in these terms and conditions shall create, or be deemed to create, a partnership or relationship of principal and agent or employer and employee between the Company and the Organiser.

Any reference 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.