

TERMS AND CONDITIONS FOR VENUE HIRE (INTRA-OXFORD)

THESE TERMS AND CONDITIONS APPLY TO BOOKINGS MADE BETWEEN THE UNIVERSITY OF OXFORD, THE COLLEGES OF THE UNIVERSITY OF OXFORD AND RELATED ENTITIES. THEY ARE NOT INTENDED FOR BOOKINGS WITH EXTERNAL CUSTOMERS.

These Terms and Conditions, together with the Proposal (the “**Proposal**”) issued by the operator of the Venue named in the Proposal (“**we**” or “**us**”) comprise a legally binding agreement between us and the person identified as the Hirer in the Proposal (“**you**”) (the “**Agreement**”).

The Agreement governs the hire to you of the Venue for the purposes of the Event, together with the provision of any associated catering services, accommodation or other additional services which we have agreed to provide. The Proposal sets out details of any associated services that we have agreed to provide. Please note that catering services may be provided under a separate contract between you and the relevant caterer, to which we are not a party and for which we are not responsible.

The Agreement may be formed before the Proposal 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 Proposal or associated documents such as menus or accommodation requirements from time to time by written agreement, including in e-mail correspondence and references to the Proposal are to the most recently-agreed iteration of the Proposal (together with any associated documents).

1. Interpretation

1.1 Capitalised terms in these Terms and Conditions have the meanings given in the Proposal 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;

“**Fees**” means those fees payable to us identified in the Proposal, together with any other fees, costs or charges payable to us in accordance with these Terms and Conditions; and

“**Premises**” means our premises, including the Venue(s) and any accommodation or ancillary areas which we may permit you to use.

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

2. Payment

2.1 In consideration of the payment by you of the Fees, 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 6.9) and provide any agreed catering, accommodation or other additional services to you.

2.2 The Agreement is formed upon signature of the Proposal by both parties, following which we will issue an invoice for the Deposit (if any) in accordance with the Proposal. Except in the circumstances described in clause 11.3, the Deposit is non-refundable.

2.3 All sums are stated exclusive of VAT, which will be payable in addition where applicable.

3. Co-ordination

3.1 The person named as your contact in the Proposal is responsible for co-ordinating all necessary arrangements relating to the Event with our Event Manager. During the Hire Period our Representatives shall both remain at the Venue and liaise in relation to the conduct of the Event. Your Representative must remain present at the Venue during the Event and available at all reasonable times during the Hire Period.

3.2 We are entitled to be present at the Venue at all times. If requested, you will provide a representative to accompany our Representatives in order to identify Guests and other Visitors.

3.3 At least ten (10) working days prior to the Event, you will provide to us:

(a) a full list of Visitors, including details of any high-profile Guest(s) who may require additional security protection which you propose to arrange, or any special accommodation requirements; and

(b) a final draft of the Event programme.

3.4 We will not unreasonably refuse a request from you to increase or decrease the number of Guests from the number specified in the Proposal, provided that:

(a) the request is made with reasonable notice; and

(b) no return of the Deposit will be made in relation to decreased numbers (although we will reduce the overall Fees, subject to any minimum number of Guests in the Proposal).

3.5 If we are providing catering services to you, you will ensure that all dietary requirements or allergen information of any Visitors have been communicated to us accurately and in good time prior to the Event, and within such timings as we may agree together. If you have not done so, it will be your responsibility to ensure that any special dietary requirements are met and you have obtained the express consent of each Visitor 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 We may refuse access to the Premises any person who has not been identified to us in advance as a Visitor.

3.7 If any members of the press, TV or other media organisations are expected to attend the Event, you must inform us at least five (5) working days prior to the Event.

4. Our Responsibilities

4.1 We will:

(a) make the Venue available to you on an exclusive basis during the Hire Period, unless otherwise agreed in writing;

- (b) ensure our Representative is available to liaise with you in planning the Event, is in attendance at the Event, and is authorised by us to make day-to-day decisions and approvals in relation to the Event;
 - (c) provide our services, whether directly or through any sub-contractor, i) in a professional manner; ii) in accordance with your lawful and reasonable instructions; iii) in accordance with applicable law; and iv) in accordance with the description agreed in the Proposal; and
 - (d) ensure that the Venue is safe for use and appropriately secure, and comply will all local and national fire, safety and building codes, regulations and laws, and to maintain procedures and policies concerning fire safety.
- 4.2 We will notify you within a reasonable period after the Event of any material damage caused to the Venue, its equipment, contents or fittings or any other property by you or your Guests or Visitors.

5. Hirer's Responsibilities

5.1 You agree that you shall:

- (a) use the Venue only for the purposes of the Event in accordance with the Agreement;
- (b) ensure that the number of Guests and the number of Visitors at the Event shall not exceed the respective maximum numbers set out in the Proposal;
- (c) ensure the proper and careful use of the Premises and shall not allow any activity which may damage the Premises or any neighbouring site or which may be or become a nuisance, annoyance or disturbance to us or any neighbouring site;
- (d) adhere to the Start Time and End Time for the Event (if applicable) and any instructions we may issue in relation to timings (e.g. when to stop serving alcoholic drinks or playing music or other entertainment);
- (e) notify us promptly of any damage to the Premises or to any objects, contents or fittings in or at the Premises;
- (f) comply with any conditions imposed by any consent or permission that has been obtained for the purposes of the Event, any restrictions, conditions or guidance we may reasonably require in relation to the Event including in relation to access, supplies, lighting, parking, movement of vehicles and/or routing of power leads and fire safety, and with any applicable laws and regulations;
- (g) where appropriate, to inform the police, local fire, and rescue authorities, local government bodies (including environmental health) of the Event taking place at the Venue, and to comply with any recommendations they may give; and
- (h) ensure that appropriate risk assessments are performed for all relevant activities to be conducted at the Premises 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 Prevent duties under the Counter-Terrorism and Security Act 2015.

- 5.2 Our staff are entitled to a dignified and supportive working environment. We may immediately remove from the Premises anyone who bullies or harasses our staff.
- 5.3 We may halt any activities at the Premises, and refuse entry to or remove any person, whose conduct is incompatible with our core values of ethical practice and social responsibility, including in relation to any: i) unlawful activity, such as libellous, infringing or discriminatory activity, or any involvement in national or international crimes; or ii) activity which is otherwise deemed to be inappropriate or offensive, especially if not disclosed to and approved in advance.
- 5.4 You will be responsible for the good behaviour of your Guests and Visitors and will compensate us for any damage caused to the Premises or any of our or our suppliers' property by them. You will not allow them to conduct any behaviour which is not permitted under the Agreement.

6. The Premises, Accommodation, Access and Occupation

- 6.1 Guests may only arrive at the Venue at the Start Time and must report to the entrance specified in the Proposal (if any). 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 (which will not include any period during which the Venue is open to the public).
- 6.2 Unless otherwise agreed with us, if you have booked accommodation, it shall be:
- (a) allocated by us and subject to change (although we will give you as much notice as possible of any necessary changes to the accommodation arrangements);
 - (b) available only to Guests over the age of eighteen (18) years old;
 - (c) subject to any applicable check-in and check-out times; and
 - (d) payable in full at the agreed rate set out in the Proposal, including if it is unoccupied by any Guest who fails to attend the Event for any reason.
- 6.3 No changes, additions or alterations in or to the Premises (interior or exterior) and/or the contents may be made except as agreed in writing by us, and shall be of a temporary nature only. 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.
- 6.4 No equipment or structures of any kind may be erected on or attached to any part of the Premises, its contents or our equipment without our prior written approval. 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.
- 6.5 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.
- 6.6 You may be required to 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.
- 6.7 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.

- 6.8 We may enter any part of the Premises 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 Visitors or other persons is at risk.
- 6.9 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 notify you as early as possible of any such substitution.

7. Insurance

Each party shall ensure it has public liability insurance cover with a reputable insurer to a level of cover of at least £5,000,000 per occurrence.

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 all equipment used for the Event (such as toilets, temporary structures, mobile facilities) not supplied by us, and all litter, waste or recyclable materials resulting from the Event (excepting general waste in the bins we make available, which we shall dispose of).
- 8.2 You shall be responsible for all costs of fully restoring and reinstating the Premises to its condition prior to the Hire Period. Unless otherwise agreed, we shall notify you of any reasonable repairs, reinstatements or restorations required and pass all costs incurred on to you, which may include the costs of specialist craftspeople or consultants (particularly in relation to works or art or items of value).
- 8.3 We accept no responsibility for any items or articles brought to the Premises by any Visitor or for any item or articles left at the Premises following the conclusion of the Event.

9. Suppliers, Equipment, Catering and Entertainment

- 9.1 Unless otherwise agreed with us, you may only use Accredited Suppliers for the provision of services in connection with the Event. You acknowledge that any agreement with an Accredited Supplier is between you and the relevant Accredited Supplier. We are not responsible for the Accredited Supplier or its performance.
- 9.2 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.
- 9.3 You must provide our Event Manager with a full list of suppliers and equipment to be brought on site at least two (2) weeks prior to the Event.
- 9.4 All suppliers must provide the Event Manager 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 relevant risk assessments and method statements for the work to be carried out.
- 9.5 Suppliers must report to the Premises reception desk and be escorted by our staff at all times whilst on the Premises.

- 9.6 The use of naked flames, strobes, smoke or haze machines, dry ice, internal fireworks, party poppers, crackers, balloons, soil, sand or similar items is not permitted within the Premises. Smoking and vaporising are not permitted within the Premises.
- 9.7 No trading may take place at any Event without our prior written approval. We may stop any trading and remove the relevant supplier if any of the conditions of our approval are not met.
- 9.8 Food and drink may only be consumed in the designated areas within the Venue. Visitors and Guests may not bring 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.
- 9.9 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.
- 9.10 You may play live and pre-recorded music during the Event in accordance with our PRS and PPL licences. You must adhere to any specified maximum level of sound or time restrictions specified by us in playing music or in any other entertainment.
- 9.11 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. Limitation of Liability

- 10.1 Subject to Clause 10.3:
- (a) each party's liability for damage to the premises or property of the other shall not exceed £5,000,000;
 - (b) otherwise each party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Agreement shall be limited to an amount equal to the sums paid or payable by you to us under the Agreement; and
 - (c) neither party shall be liable for:
 - i) indirect or consequential damages or losses (including losses suffered by you or any Visitor arising from termination of the Agreement);
 - ii) any loss of profits, loss of revenue, loss of data, loss of goodwill, loss of contracts or loss of opportunity (in each case whether direct or indirect) which arise out of or in connection with the Agreement (but without limiting your payment obligations); or
 - iii) any non-performance or delay in performance of its obligations under the Agreement which is attributable to the other party's acts or omissions or those of a third party outside of its control.
- 10.2 We shall not be liable to you for loss of or damage to any property owned or hired by you or any Visitor, except to the extent caused by our negligence.
- 10.3 Nothing in the Agreement excludes or limits either party's liability for any matter for which liability cannot lawfully be limited or excluded, including death or personal injury caused by negligence.

11. Cancellation and Termination

11.1 You may cancel the Agreement by written notice to us. In the event of cancellation, you shall pay a cancellation fee of:

- (a) 0% of the Fees if the cancellation occurs 90 days or more before the planned date of the Event (the **Event Date**);
- (b) 25% of the Fees if the cancellation occurs between 60 and 89 days before the Event Date;
- (c) 50% of the Fees if the cancellation occurs between 30 and 59 days before the Event Date; or
- (d) 100% of the Fees if the cancellation occurs less than 30 days before the Event Date,

provided in each case that we will reduce the cancellation fee by: i) any Deposit already paid by you; and ii) any costs saved by us if and to the extent we mitigate our losses by successfully re-booking the space and/or cancelling resources which would have been used to provide the cancelled Event (which we will endeavour to do).

11.2 Either party may terminate the Agreement by written notice to the other, (and in our case, we shall have the right to retain the Deposit), if the other party:

- (a) commits a material breach of the Agreement and (in the case of a material breach which is capable of remedy) fails to remedy that breach within a reasonable period of time; or
- (b) becomes insolvent or bankrupt, is wound up or subject to an order for winding up, is the subject of an administration, or enters into any voluntary arrangement with creditors, or is subject to any equivalent event or proceedings.

11.3 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; or
- (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 6.9).

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

12. General

12.1 Relationship between the Parties. Nothing in this Agreement creates any partnership or relationship of principal and agent between us and you.

12.2 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.

- 12.3 Confidentiality. Both parties shall keep in strict confidence any confidential information concerning the other party's business or operations which they may obtain, restrict disclosure of such information to such of their personnel or contractors as need to know it for the purposes of the Agreement, and ensure that such persons keep it confidential.
- 12.4 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.
- 12.5 Data Protection. Both parties shall) 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 in connection with the Event. 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 that you have drawn the Visitors' 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 any privacy notice or policy which we may make available to you or which is available on our website. We will not pass any such personal data to any other persons except with your consent or where otherwise permitted by law.
- 12.6 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 Proposal or to such other address as shall be notified by the recipient party to the other.
- 12.7 Assignment and sub-contracting. Neither party may assign, sub-contract or otherwise dispose of any of our rights or obligations under the Agreement without the other party's consent.
- 12.8 Third party rights. No term of the Agreement will be enforceable by any third party.
- 12.9 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 invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement.
- 12.10 Waivers. Any waiver by either party 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.
- 12.11 Variation. Any variation of the Agreement must be in writing and signed by the parties or their authorised representatives.
- 12.12 Entire Agreement. The Agreement sets out the entire agreement and understanding between the parties in relation to its subject matter.
- 12.13 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.