

## **AGREEMENT FOR EVENTS AND OTHER SERVICES**

### **1 Definitions**

In this Agreement the following words and phrases shall bear the following meanings:-

1.1 “Agreement” means the general terms and conditions contained herein and the event specific terms contained in the Booking Contract;

1.2 “Additional Services” means services other than the Facility agreed to be provided by Merton College to the Client;

1.3 “Additional Charges” means the charges in addition to the Basic Charge for the provision of the Additional Services exclusive of VAT;

1.4 “Booking Contract” means the section of the Agreement setting out the details of the Event;

1.5 “Basic Charge” means the charge specified in the Booking Contract exclusive of VAT;

1.6 “the Client” means the person or Merton College whose name and address appears as the Client in the Booking Contract;

1.7 “Daily Rate” means any charge per Delegate per day for the provision of the Facility exclusive of VAT given in the Booking Contract;

1.8 “Delegate” means an individual who attends or who is booked to attend the Event;

1.9 “the Event” means the conference, reception, banquet or any other provision of services intended to take place on the date or dates given in the Booking Contract of which the Client is the organiser;

1.10 “Facility” means the basic facility and/or services to be supplied details of which are given in the Booking Contract;

1.11 “the Guarantor” means the person (if any) whose name and address appears as the Guarantor in the Booking Contract;

1.12 “Total Charge” means the aggregate of the Basic Charge and the Additional Charges;

### **2 The Agreement**

2.1 With effect from the later of (i) the date the Booking Contract has been signed by the Client [and the Guarantor (if any)], and (ii) the date on which the Client pays in full to Merton College the deposit as specified in clause 2.1 of the Booking Contract, a contract for the provision by Merton College of the Facility and (if any) of the Additional Services shall come into force subject to the terms contained in this Agreement.

### **3 Variations**

3.1 Save as otherwise expressly provided in this Agreement no variation to this Agreement or the Booking Contract shall be binding unless agreed in writing between Merton College and the Client by their duly authorised representatives.

3.2 Merton College will not unreasonably refuse to accept a written request from the Client to increase the number of Delegates specified in the Booking Contract subject always 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 the Client of an additional non-refundable deposit of 60% of the Daily Rate specified in the Booking Contract per additional Delegate.

3.3 Unless otherwise agreed in writing the Additional Charge for additional Delegates will be based on the Daily Rate specified in the Booking Contract.

3.4 The Client may give notice of a reduction in the number of Delegates in accordance with the provisions of Clause 7.5 and after receipt of such notice Merton College shall be obliged to provide the Facility only in respect of the reduced number of Delegates.

#### **4 Deposit**

4.1 The Client shall have paid in full to Merton College the deposit required in clause 2.1 of the Booking Contract in accordance with the timetable included in the Booking Contract.

#### **5 Payment**

5.1 Merton College will submit a final invoice to the Client after the Event, as specified in the Booking Contract.

5.2 Individual delegate accounts will not be provided.

5.3 If any amount remains unpaid thirty days after the date of the final invoice, the Client will pay to Merton College interest thereon at a rate determined in the Booking Contract compound per calendar month (or part thereof) from the due date until the date of payment (irrespective of whether the date of payment is before or after any judgement or award in respect of the same) without prejudice to any other rights or remedies of Merton College.

5.4 All payments shall be made by the Client in sterling and/or by transfer to such bank account as Merton College may from time to time notify in writing to the Client.

5.5 Prices are subject to change without notice. Merton College may alter any or all such prices to compensate for reasonable changes in the underlying cost of supplying such items.

#### **6 VAT**

6.1 Charges are quoted exclusive of Value Added Tax ("VAT") or any other sales tax, which will be charged additionally, where applicable, at the current rate. In the event the Client claims VAT exemption it is the Client's responsibility to provide evidence or a declaration certifying the exemption.

#### **7 Termination**

7.1 Subject to Clause 8, Merton College shall be entitled forthwith to terminate this Agreement by written notice to the Client if:-

- (a) Merton College believes it is necessary to do so due to reasons outside Merton College's control;
- (b) The Client fails to pay any amount due to Merton College in accordance with the timetable set out in the Booking Contract;
- (c) without prejudice to the preceding sub-clause the Client commits any breach of the provisions of this Agreement and in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- (d) an encumbrancer takes possession of or a receiver is appointed over any of the property or assets of the Client;
- (e) the Client becomes insolvent or makes any arrangement with its creditors or becomes subject to an administration order;
- (f) the Client goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that Merton College resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the Client under this Agreement);
- (g) anything analogous to the foregoing under the law of any jurisdiction occurs in the relation to the Client; or
- (h) the Client ceases, or threatens to cease, to carry on business.

7.2 For the purpose of clause 7.1(c) a breach shall be considered capable of remedy if the Client can comply with the provision in question in all respects other than as to time of performance (provided that time of performance is not of the essence).

7.3 Any waiver by Merton College of any provisions of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.

7.4 The rights to terminate this Agreement given by this clause 7 shall be without prejudice to any other right or remedy of Merton College in respect of the breach concerned or (if any) any other breach.

7.5 Subject to clause 8 and the provisions of the Booking Contract, the Client may terminate this Agreement or reduce the number of Delegates by giving written notice to Merton College at any time prior to the commencement of the Event.

## **8 Consequences of Complete or Partial Termination**

8.1 Once this Agreement has entered into force in accordance with clause 2.1 of this Agreement for Events and Other Services, the Client is liable to pay Merton College the amounts set out in the Booking Contract by the due dates set out therein.

8.3 The charges in the final invoice will be the Basic Charge and the Additional Charges as set out in the Booking Contract.

8.4 In the event of cancellation of this booking by the Client the Client will be immediately liable to pay to Merton College the sum outlined in the Booking Contract.

8.5 Merton College accepts no responsibility for any loss suffered by the Client or any Delegate as a result of termination of this Agreement pursuant to Clause 7.1 and the Client agrees to indemnify

Merton College against any claim made by any prospective Delegate against Merton College attributable to such termination.

8.6 Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination neither party shall have further obligations to the other under this Agreement following termination thereof.

## **9 Clients' Responsibilities**

9.1 The Client undertakes with Merton College:-

(a) if requested by Merton College, to provide satisfactory references in respect of the Client [and (if any) the Guarantor];

(b) to ensure that a representative of the Client is resident (or present in the case of a non-residential Event) at the premises at which the Event is taking place throughout the Event and that mobile telephone contacts details are made available for the period of the Event;

(c) to be responsible for the good behaviour of Delegates;

(d) to fully compensate Merton College for any damage done to the premises, furniture or other property of Merton College, or any other person, by the Client or any Delegate and to indemnify Merton College (i) against any claims or costs in respect thereof and (ii) against any losses, damages, costs and expenses incurred by Merton College in connection with any claim brought against Merton College by a third party in connection with the acts or omissions of Delegates;

(e) to provide Merton College with:-

(i) at least fourteen days prior to the date (or first day) of the Event, a typed or printed list of all the names of all Delegates in alphabetical order which shows any special accommodation or dietary requirements, requests for adjacent rooms, arrival and departure dates and any other information Merton College needs to be aware of or requests from the Client to provide an effective service to the Client;

(ii) no later than fourteen days prior to the date (or first day) of the Event, a separate written notification of the number of Delegates requiring meals including the number of Delegates requiring a special diet. It shall be the Client's responsibility to make any special dietary arrangements if Merton College is not notified by this time; and

(iii) the final number of Delegates requiring meals (including special diet) must be notified to Merton College not less than two working days prior to any catering service for the Event.

(iv) no later than fourteen days prior to the date (or first day) of the Event, to provide to Merton College final drafts of programmes of the Event in good time to permit amendments to be suggested. The Client will only quote meal commencement times, as agreed between the Client and Merton College, in the programmes of the Event. Unless specific arrangements are made to the contrary, Delegates will attend meals within fifteen minutes of the agreed commencement time

(f) to acknowledge that should any of the information supplied in clauses 9 (e) (i) to (iv) above conflict with details contained in the Booking Contract, Merton College will endeavour to meet the revised requirement, but shall be under no obligation to do so. If revised requirements are met the Client will pay Additional Charges for those services accordingly;

- (g) not to undertake any activity that may be liable to bring Merton College or the University of Oxford into disrepute;
- (h) not to and procure that the Delegates do not affix anything to, attach or otherwise decorate any part or the whole of the facilities supplied or made available by Merton College without prior written approval of Merton College;
- (i) to comply with licensing, statutory health and safety requirements and other laws and regulations applicable to the Client and/or the Event;
- (j) to and to procure that the Delegates follow all instructions provided Merton College with respect to security, health and safety regulations and otherwise;
- (k) to and to procure that the Delegates treat the facilities and Merton College's premises with care and respect for the privacy of its residents and shall not interfere with or gain access to or attempt to gain access to those parts of Merton College's premises for which public use or access are indicated to be unauthorised;
- (l) not to and to procure that the Delegates do not behave in a manner which puts others (Delegates or any other person) at risk or causes nuisance or annoyance;
- (m) not to publish any promotional material in connection with the Event by any medium whatsoever without the prior written consent of Merton College;
- (n) to, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Rights Society, a Performing Rights Society Limited form obtainable from Merton College;
- (o) to comply with all the provisions of the Copyright Designs and Patents Act 1988. If the Client shall fail to do so any permission previously granted by Merton College shall be immediately cancelled, and Merton College shall have the right to recover fees, charges, or any other payments referred to in these regulations. The Client shall indemnify Merton College from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on the premises;
- (p) not to allow gaming except in accordance with conditions of the Gambling Act 2005 for non-commercial gaming and betting (as defined in section 297), that is when when gambling is carried out at an entertainment promoted for raising money to be applied for purposes other than private gain. The Client shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection;
- (q) not to give or permit any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment to which the public are admitted, whether on payment or otherwise, in the said premises;
- (r) to strictly comply with the provisions of Section 12 of the Children and Young Persons Act 1933 as amended from time to time and with all other laws and regulations relating to children as applicable to the Event.
- (s) to comply with the terms of the Public Entertainment Licence held by Merton College. The accommodation hired shall not be used for cinematography exhibitions (film shows), boxing or wrestling or for any other purpose for which a statutory licence is required unless such licence has been obtained and Merton College has given approval to the use in writing. If the licence is granted to the Client, the

Client shall be responsible for ensuring compliance with the terms of the licence, otherwise if the activity is taking place under a licence held by Merton College, the Client shall be responsible to Merton College for complying with the terms of the premises licence;

(t) 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 the Client pursuant to this Agreement;

(u) at the end of the Event, to remove all property of the Client from the Facility and leave the Facility in a similar condition to which it was provided.

9.2 Merton College reserves the right at any time to exclude from the Event and its premises any Delegate whose behaviour is, in the reasonable opinion of Merton College, an unacceptable nuisance or annoyance to other Delegates or to others on its premises. There will be no refund or reduction in the Total Charge for the Event.

9.3 The Client will adhere to further operational conditions as detailed in the Booking Contract.

9.4 The following provisions will apply unless alternative arrangements are made in writing between Merton College and Client:

(i) Accommodation, whether standard or en-suite, is provided in single study/bedrooms.

(ii) Rooms will be allocated by Merton College. No accommodation will be provided for persons under the age of eighteen except by prior written agreement.

(iii) 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 unless prior arrangements are made with Merton College. Luggage may be left, at the owner's risk, in an area designated by Merton College.

(iv) All meals are provided at the premises of Merton College unless otherwise agreed. Most dietary requirements can be catered for but are not guaranteed and are not included as part of the contract with Merton College. Unless previously agreed in writing no food or drink other than that provided by Merton College may be consumed on premises provided or made available by Merton College. Prompt attendance at stated meal times is required.

## **10 Limitation of Liability**

10.1 The liability of Merton College to the Client for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Client has advised Merton College of the possibility of those losses, or if they were within Merton College's contemplation.

10.2 Without limiting the generality of Clause 10.1, Merton College shall not accept liability in the following circumstances:-

(a) For loss of or damage to property or personal belongings, including money and vehicles, of the Client or any Delegate or any employee or agent of the Client and any goods/equipment hired in by the Client and for any which they are responsible. The Client will indemnify Merton College against all

claims brought against Merton College by a Delegate or other third party in connection with any such loss or damage. The Client should consider making insurance arrangements in this regard. Similarly, the Client should consider insurance cover against cancellation of the Event or to meet the costs of a shortfall in the number of Delegates attending. Delegates and the Client are recommended to make their own insurance arrangements. The Client should have adequate Employer and Public Liability insurance, the latter with a minimum limit of £5 million and including an indemnity to principals clause;

(b) If the failure or improper performance of this Agreement is wholly or partially attributable to the fault of the Client or the fault of any Delegate;

(c) If the failure or improper performance of this Agreement is the fault of someone else not connected with the provision of the Facility;

(d) If the failure or improper performance of this Agreement is wholly or partially attributable to any unusual or unforeseeable circumstances beyond Merton College's control, the consequences of which could not have been avoided even if all due care had been exercised; or

(e) If the failure or improper performance of this Agreement is wholly or partially attributable to any event which Merton College or the supplier of any service even with all due care, could not foresee or forestall.

10.3 The aggregate liability of Merton College for all and any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, will not exceed in total the amount due from the Client to Merton College under this Agreement.

10.4 Nothing in this Agreement limits or excludes either party's liability for death or personal injury, any fraud, or for any sort of liability that, by law, cannot be limited or excluded.

10.5 Where Merton College makes any payment to the Client arising from this Agreement, the Client must assign to Merton College or its insurers any rights it may have to pursue any other third party. The Client must also provide Merton College and its insurers with all assistance required.

## **11 Freedom of Speech**

11.1 The Client, as organiser of a seminar, conference, meeting or other assembly, 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 Merton College of its ability to discharge its obligations in regard to upholding freedom of speech.

## **12 Media Facility Fees**

12.1 Charges under this Agreement do not include facility fees for press, TV, Film, radio and other media organisations, which are chargeable in addition on all such activities. Advance permission is required, and the charges are negotiated between Merton College and the Client, in each case.

## **13 Force Majeure**

13.1 Merton College will not be deemed to be in breach of this Agreement or otherwise be liable to the Client 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 Client.

## **14 Guarantee**

14.1 If the Client (unless relieved from the performance by any clause of this Agreement or by statute or by the decision of a court of competent jurisdiction) shall in any respect fail to observe and perform this Agreement or commit any breach of its obligations hereunder then the Guarantor will indemnify Merton College and its successors in title and assigns against all losses damages costs and expenses which may be incurred by Merton College by reason of any default on the part of the Client in performing the obligations and undertakings contained in this Agreement.

14.2 The Guarantor shall not be discharged or released from this guarantee by any arrangement made between the Client and Merton College without the assent of the Guarantor or by any alteration in the obligations undertaken by the Client or by any forbearance whether as to payments, time, performance or otherwise.

## **15 Assignment**

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

15.2 Merton College shall be entitled to assign the benefit and/or burden of this Agreement to any subsidiary or associated Merton College of Merton College without requiring any consent of the Client.

## **16 Notices and Service**

16.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent (by first class pre-paid post, telex, cable, facsimile transmission or comparable means of communication) to the other party at the address referred to in Clause 16.4.

16.2 Any notice or other information given by post which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed prepared and posted and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given.

16.3 Any notice or other information sent by telex cable facsimile transmission or comparable means of communication shall be deemed to have been duly sent to the date of transmission provided that a confirming copy thereof is sent by first class pre-paid post to the other party at the address referred to in Clause 16.4 within 24 hours after transmission.

16.4 Service of any legal proceedings concerning or arising out of this Agreement shall be effected by causing the same to be delivered to the address given in the Booking Contract or to such other address as may from time to time be notified in writing by the party concerned.

## **17 University IT and Network**

The Client undertakes to indemnify Merton College from and against any and all losses which Merton College or the University of Oxford may suffer, and which are the result of the use of Merton College's or the University of Oxford's IT and network facilities by persons who gain access to those facilities through services provided by Merton College.

## **18 Law and Jurisdiction**

18.1 This Agreement will be subject to English Law and to the exclusive jurisdiction of the English Courts.

## **19 Third Party Rights**

19.1 Except as stated in Clause 22, the Contracts (Rights of Third Parties) Act 1999 is excluded from applying to this Agreement and nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any terms of this Agreement.

## **20 General**

20.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between Merton College and the Client.

20.2 Any reference in this Agreement 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.

20.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

## **21 Counterparts**

21.1 This Agreement may be executed in two or more counterparts, each of which will constitute an original but which, when taken together, will constitute one agreement.

## **22 Representation**

The Client undertakes with Merton College:-

- (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 Merton College except where the express written consent has been given by Merton College;
- (c) not to hold itself out as part of or an emanation of either Merton College or the University, or as the agent or representative of either Merton College or the University;
- (d) to procure that all electronic and eye-readable materials connected with or referring to the Client's event in Merton College's premises (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 [Merton 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 of Oxford will be able to enforce this clause as if the University of Oxford 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.

**This Agreement for Events and Other Services follows the form of the standard contract accepted by the Conference Sub-Committee of the Domestic Bursars' Committee of the Oxford Colleges.**

Merton College does not store any personal information, except where you voluntarily choose to give it to us. Any personal information you give us is used exclusively by Merton College for the purpose of providing you with the information you have requested. We do not pass any of your personal data to outside organisations and/or individuals except with your express consent.