

Terms and Conditions for Venue Hire

These Terms and Conditions accompany a Proposal (the “**Proposal**”) issued by the Parochial Church Council of the University Church of St Mary the Virgin, Oxford, named in the Proposal (“**us**”) for the hire of the Venue described in that Proposal.

These Terms and Conditions, together with the Proposal and any annexes, schedules or other documents incorporated in such documents, comprise a legally binding agreement between us and agreed 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, or other additional services which we have agreed to provide. In relation to some Event bookings, as will have been identified in the Proposal, the catering services to be provided to you in connection with the Event will be subject to 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 catering requirements or other requirements from time to time by written agreement, including in e-mail correspondence and in these terms and conditions a reference to the Proposal is to the most recently-agreed iteration of the Proposal together with its 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;

“**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 or as members of an audience or as ticket-holders;

“**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 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 Any reference to our consent, approval or instructions refers to consents, approvals or instructions from our Event Manager (who shall serve as your first point of contact and who may escalate matters to the Vicar as appropriate) during the Hire Period.
- 1.4 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. Hire and 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 5.16) and provide any agreed catering, or other additional services to you.
- 2.2 Until the Agreement is formed between you and us, any booking is provisional only and not binding. Once the Agreement is formed, we will issue an invoice for the full amount, being one hundred per cent (100%) of the Fees, which we must have received at least 14 (fourteen) days before your event. If you do not pay the Fees on time then we may terminate the Agreement by written notice to you with immediate effect.
- 2.3 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).
- 2.4 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 may 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.
- 2.5 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 your and our Representatives shall both remain at the Venue and shall 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.
- 3.2 You warrant that:
- (a) the person named as your contact in the Proposal has authority to agree all aspects of the use of the Premises for the Event, and to agree amendments to the Proposal, with us from time to time; and
 - (b) your Representative 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 their 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 Premises at all times. The entrance of the Premises will be staffed by our personnel throughout the Event. You will provide a representative to accompany them in order to identify Delegates.
- 3.5 At least ten (10) days prior to the event, you must provide to us a final draft of the Event programme (to the extent not already agreed with us) in order for us to confirm its conformity to the services we are able to offer.
- 3.6 **For Performances only:** At the High Street entrance a desk is available for you to run a Box Office and ticket checks. It is your responsibility to ensure that ticket checks occur and that Delegates are seated appropriately, including after intervals, most especially where tiered ticket seating is in use. At least two hours prior to the Event, you must ensure that you have brought to the Venue all uncollected pre-paid tickets, unsold tickets as consignment for event 'door' sales if requested and a list of all Ticket-holders for the event.
- 3.7 We will not unreasonably refuse a request from you to increase or decrease the number of Delegates from the number specified in the Proposal, provided that:
- (a) the request is made in good time (and no later than fourteen (14) days prior to the Event);
 - (b) we may require the payment of an additional fee in relation to increased numbers;
 - (c) no return of the fee will be made in relation to decreased numbers.
- 3.8 If we are providing catering services to you, you must work with our Representative to ensure that all dietary requirements or allergen information of any Attendees 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 Attendee to the disclosure to us of their dietary requirements. We do not guarantee that we will be able to accommodate all dietary requirements.
- 3.9 If any members of the press are expected to attend the Event, you must inform us at least ten (10) 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 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 Proposal;

- (e) you shall at all times ensure the proper and careful use of the Premises 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 Time and End Time for the Event. The End Time for the Event, and where applicable the End Time for each day of the Event, shall be no later than 10.45pm. Bars must stop serving all beverages thirty (30) minutes before the End Time and any music, other entertainment or other loud noise must stop fifteen (15) minutes before the End Time;
- (g) you shall during the Event keep the 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 Premises 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

4.2 **For Performances only:** The University Church must submit a quarterly return to the Performing Rights Society for any performances held. To enable us to complete this return, you must supply us with box office takings and a programme within two weeks of the performance date. Royalties payable as a result of the return will be invoiced to you.

4.3 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.

4.4 The Parochial Church Council has a Policy for Safeguarding Children, Young People and Vulnerable Adults. Your booking agreement is conditional upon you complying with it unless you already have an equivalent policy of your own. You are required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and that you carry full liability insurance for this. In particular this means:

- (a) you will comply with the attached good practice guide with children and young people or vulnerable adults unless you already have an equivalent;
- (b) you will provide the church with a copy of your organisation's Safeguarding Policy/ies or if you do not have one adopt the current parish policy;

- (c) you will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible, and keeping records of dates and disclosure numbers indefinitely;
- (d) you will keep a list of the names of all paid and voluntary workers with direct contact with children/vulnerable adults for this event;
- (e) you will always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group;
- (f) no person under the age of 18 years will be left in charge of any children or young people of any age;
- (g) no child or group of children or young people should be left unattended at any time;
- (h) a register of children, young people or vulnerable adults attending the activity will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
- (i) you will immediately (within 24 hours) inform the Parish Safeguarding Officer of:
 - (i) the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with it
 - (ii) any known offenders against children or vulnerable adults seeking to attend the event, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

4.5 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 Premises any person who bullies or harasses our staff or who we otherwise determine has behaved unacceptably towards them;
- (b) it is of paramount importance to us that our 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 designated areas of the Premises during the Hire Period, which includes half an hour before and after the Event during which you may access the Venue for set-up and breakdown. Without limiting our other remedies, we may charge an overrun fee if you or any Attendees occupy the Venue beyond the Hire Period. The overrun fee is £100 per half-hour of occupation, plus any additional costs which may be incurred by us.
- 5.2 Attendees may only arrive at the Premises at the Start Time and must report to the entrance specified in the Proposal. 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).

- 5.3 **Access:** Entrance for concerts is through the High Street entrance only. Emergency exits, side aisles, and a one-metre passage in front of the organ screen step, must be kept clear by concert organisers and performers during both rehearsals and concerts. Entrance to the Old Congregation House and the Old Library is through the Radcliffe Square entrance only.
- 5.4 **Accessible Provision:** The High Street provides step free access into the Church. There is step free access throughout the nave and the Adam de Brome chapel to the side and ramp access to the chancel for services and events located in this area. There are unisex toilet facilities, baby changing and an accessible toilet facility inside the Church available for the public, and next to the Old Library for performers when booking the Old Library as a green room. Our seating plan allows for four wheelchair users, (plus companions), to be seated in the front of the nave central pews, and four more in the Adam de Brome chapel.
- 5.5 No changes, additions or alterations in or to the 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.
- 5.6 **For Performances only:** Staging is available and can be placed, by advance request, at the rear of the performance area, in front of the organ screen. Our staging can accommodate around 20 persons. No other staging may be brought into the Church for a performance without out prior written consent.
- 5.7 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.
- 5.8 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.
- 5.9 Furniture, 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.
- 5.10 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.
- 5.11 **For Performances only:** Protective floor covering should be used when bringing heavy instruments in and out of the building, and cellos must only be used with spike holders.
- 5.12 Any vehicular access to Radcliffe Square must be with our prior written consent and confined to such routes as are approved by us in advance.
- 5.13 We may substitute and otherwise alter displays of art and/or objects in the Venue at any time without prior notice and without liability to you.
- 5.14 We may insist on the immediate departure of any Visitor from the Venue and/or the Premises if we consider that the conduct or behaviour of that person is unacceptable.
- 5.15 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 Attendees or other persons is at risk.

- 5.16 If for any reason the Premises or any part of the Premises 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. In particular, we may do so in connection with remodelling or with the relocation of antiquities, artworks or other precious objects. We will use reasonable endeavours to notify you as early as possible of any such substitution.

6. **Publicity**

For Performances: The Church can offer space for one A3 poster for display on a church noticeboard up to 10 days before the event, and can also make leaflets for your performance available to those who visit the church. Delivery of these should be made to the Church Office, and organisers may not undertake to fix posters in any part of the internal or external fabric of the church. Our website includes listings of events held at the Church, including concerts, together with ticketing links. Please provide some text with details of the programme and performers, concert title, performance timings, a high-resolution picture/logo, and ticketing information/website, no later than 8 weeks before the concert. Each organisation using the University Church for a performance is responsible for its own publicity (including concert programmes).

All Events: Except as necessary for inviting and directing Attendees to the Event, you may not use the names, trademarks or logos of the Premises, without our prior written consent. 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 £2,000,000 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 or policies, together with evidence of payment of the applicable premium(s), 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 Event Manager:

- (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 Premises to its 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 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. We may remove and dispose of anything left at the 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 services in connection with the Event. You acknowledge 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) breach of this obligation will entitle us to terminate under Clause 12.3.
- 9.2 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.
- 9.3 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.
- 9.4 You must provide our Event Manager with a full list of suppliers and equipment to be brought on site at least ten (10) days prior to the Event.
- 9.5 All suppliers must provide the Event Manager with a copy of their public liability insurance (to a level of cover of at least £2,000,000 per claim) valid at the time of the Event together with risks assessments and method statements for the work to be carried out.
- 9.6 Suppliers must report to the Premises reception desk and be escorted by our staff at all times whilst on the Premises.
- 9.7 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.
- 9.8 No trading may take place at any Event without our prior written approval, any approval may be conditioned on:
- (a) the relevant supplier having the required valid licences and regulatory documents and complying with all applicable legislation while carrying out trading activity; and/or
 - (b) the payment of an additional Fee to us, in particular where such trading competes with our own trading or catering.
- 9.9 We may stop any trading and remove the relevant supplier if any of the conditions of trading required by us are not met.
- 9.10 Food and drink may only be consumed in the designated areas within the Venue. Attendees may not bring any food or drink (with the exception of bottled water) 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.
- 9.11 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.

- 9.12 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.
- 9.13 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.
- 9.14 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 two weeks prior to your event.

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 Visitor;
 - (b) any third party claim brought or threatened against us or them otherwise connected with the Event or your use of the Premises (except to the extent such claim is attributable to our breach of the Agreement or our negligence);
 - (c) any damage to the Premises, damage to or loss of any property at the Premises, damage to the Bluthner Piano or Metzler Organ, or injury to any person caused by any Visitor;
 - (d) misuse of our IT networks or facilities by you or any Visitor; or
 - (e) your breach of the Agreement or any other negligence or wrongful act or omission on your part or the part of any Visitor.
- 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 Attendees' 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) an amount equal to one hundred and twenty-five per cent (125%) of the sums paid or payable by you to us under this Agreement (i.e. the overall contract 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) otherwise 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 from you 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) the 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 fee per additional Delegate.
- 11.2 The Booking Proposal may specify a minimum number of Delegates on which our Fee quotation is based. Unless we agree otherwise, you will be liable to pay the Fees for that minimum number of Delegates even if the number of Delegates 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 a further invoice, apply additional Fees if the number of Delegates exceeds the number set out in this Proposal, based on our standard daily rates per Delegate.

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 50% of the Fees and:
- (a) if cancellation occurs less than thirty (30) days prior to the Event Date, may charge an additional cancellation fee of twenty-five per cent (25%) of the Fee (which shall total seventy-five per cent (75%) of the Fee); or
 - (b) if cancellation occurs less than one week prior to the Event Date, may charge an additional cancellation fee of fifty per cent (50%) of the Fee (which shall total one hundred per cent (100%) of the Fee),
- 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 retain 50% of the Fees, 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;
 - (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 Fees 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 5.16).

We shall also return the Fees to you if you cancel your booking by written notice within fourteen (14) days after receiving notice from us of any material revision to the Fees.

- 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. COVID-19 and Pandemics

- 13.1 Both you and we agree to comply with any official guidance from UK Government in relation to any pandemic (including Covid-19), and to notify the other promptly of any impact such pandemic 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 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 they 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 fee 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. 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 and a cancellation fee will apply.
- 13.6 If you choose not to proceed with the Event for other reasons connected with a pandemic (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, 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 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 Delegates' 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. We will not pass any such personal data to any other persons except with your consent or where otherwise permitted by law.
- 14.5 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.
- 14.6 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.
- 14.7 Third party rights. No term of the Agreement will be enforceable by any third party.
- 14.8 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.
- 14.9 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.
- 14.10 Variation. Any variation of the Agreement must be in writing and signed by the parties or their authorised representatives.
- 14.11 Entire Agreement. The Agreement sets out the entire agreement and understanding between the parties in relation to its subject matter.
- 14.12 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.