



ST HUGH'S COLLEGE

St Hugh's Conferences Ltd

Terms & Conditions of Booking

1. Definitions

"the College" means St Hugh's College or St Hugh's Conferences Ltd

"the Organiser" means the hirer or any person making the arrangements for hire of the College premises on behalf of the hirer.

"Visitors" means any persons on the College premises with the permission of the Organiser.

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

"Booking Contract" means the form prepared by the College detailing the facilities required for the Conference and their prices.

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

2. Reservation

The College will, if willing and able to provide the facilities for a Conference on the dates requested by the Organiser, prepare the Booking Contract on the basis of information supplied and send it to the Organiser. If the Organiser wishes to reserve the facilities appearing on the Booking Contract, the Organiser must sign and return the Booking Contract with the appropriate deposit.

The College reserves the right to refuse any booking or withdraw or change these terms and conditions at any time before a booking is accepted. If the College refuses a booking it will return the deposit to the Organiser. Otherwise the deposit is non-refundable. Signing of the Booking Contract implies acceptance of these terms and conditions, and any additional terms referred to in the Booking Contract.

3. Changes to the Reservation

The Organiser may at any time notify the College in writing of a cancellation of the Conference, but will incur charges as detailed below. 'Estimated revenue' means the total of the charges due in respect of the event (excluding the deposit paid), based on the guest numbers provided by the Organiser as in the Booking Contract:

Period of notice before event	% of estimated revenue charged
6 months or more	10
5 months or more	20
4 months or more	25
3 months or more	30
2 months or more	40
1 month or more	50
Less than one month	100

The Organiser may at any time notify the College in writing of a reduction in contracted numbers and any consequent reduction in meals and rooms required. If such notification is received by the College on or before 60 days prior to arrival, the Booking Contract shall be revised to take account of such reductions. Notification received after this time shall not alter the Booking Contract.

The Organiser may at any time request an increase or decrease in contracted numbers above those stated in the Booking Contract, subject to availability and in agreement with the College. The College may agree to such a request but shall be under no obligation to do so. If the College agrees to an increase or decrease in numbers the Booking Contract details will be amended to cover such increases or decreases. The Organiser must confirm the final guest list and catering schedule at least 14 days prior to arrival. The greater number of meals

booked or meals taken shall form the basis of charging in the final Invoice.

4. Charges and Payment

A non-refundable deposit is required in order to confirm a booking, as shown on the Booking Contract; and the Organiser will pay the balance of the charges at the end of the period of hire.

The College may increase the charges at any time by giving notice to the Organiser; if the total cost of the hire is increased by more than 10% of the previous rate, the Organiser may cancel the booking and receive a full refund.

Payment is due within 30 days after the date of the College's invoice and shall be made by cheque or bankers draft. The Organiser will pay interest on any overdue invoices at the annual rate of 4% over the Bank of England base rate from time to time, plus administration costs. Payments by individual guests or delegates will not be accepted and all charges will be invoiced to the Organiser. The Organiser shall be personally liable to the College for full payment of charges in connection with the event and for the cost of making good any damage done by Visitors to College property or other property hired by the College for the event.

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

5. Final Numbers

The Organiser shall supply final numbers for meals no later than fourteen days before the Start Date, and the greater of such numbers (or, in the event that they are not supplied, the numbers appearing on the Booking Contract) and the numbers of meals actually taken shall form the basis of charging in the final account. The College reserve the right to charge an administration fee of a minimum of £50 for last minute changes that incur extra staff expense.

6. Pre-Conference Arrangements

The Organiser shall, at least fourteen days before the Start date, have provided the College with:

- Conference programme, including the precise times and locations of all meals, lectures, seminars and other Conference activities
- Completed Conference Delegate Form as supplied by the College in the required order listing delegates, accommodation, meals, special needs, dietary requirements and any other information of which the College needs to be aware in order to provide an effective service to the delegates
- final numbers for all meals, as outlined in section 5.

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

7. Personal Property

The College shall not in any circumstances be liable for damage to or loss of any property, articles or things whatsoever placed or left upon the premises or in the cloakrooms by the Organiser or by Visitors, however such loss or damage may be caused.

8. Damage and Loss

The Organiser will pay for the repair or restoration of all and any damage or loss, whether wilful or accidental, to the building structure, articles and equipment, furniture and fittings during the hire period caused by the Organiser or any Visitor, with such work being completed by a contractor appointed by the College.

9. Restrictions

It is the responsibility of the Organiser to ensure that all Visitors respect 'no smoking' areas and obey all safety and security instructions issued on behalf of the College.

The Organiser must not permit any pets to be brought on to College premises other than registered assistance dogs.

The Organiser shall ensure that seating shall not exceed the specific numbers for each room and all gangways and exits must be kept clear.

10. Licences

The Organiser shall comply with the conditions contained in all licences granted to the College or the Bursar by the Licensing Justices in respect of the hired premises, and also with the provisions of all relevant local and national statutes and regulations and the requirements of the Performing Rights Society.

The Organiser shall indemnify the College and the Bursar against all liability on account of any breach of 10.

The Organiser shall pay the cost of all and any special licence applications required by the use of the premises.

11. Liability

Personal Injury. The College accepts no liability for the personal injury or death of the Organiser or any Visitors, other than that arising from negligence on the part of the College.

Organiser's Equipment. The Organiser must obtain the College's permission before bringing any equipment into the College. It is the responsibility of the Organiser to maintain adequate public liability insurance, and the Organiser must, at the request of the College, produce a copy of the valid cover note for such insurance. The Organiser must ensure that its equipment meets with the appropriate standards in force at the time of the event; and, if required by the College, will pay for electrical safety checks to be carried out.

Fittings. Any proposed alterations and additions to the College fixtures or fittings for the purpose of the Organiser must be agreed in principle at the time of booking and confirmed to the College not less than two weeks prior to the commencement of work and if sanctioned be carried out and reinstated by and at the expense of the Organiser, and at his risk, and with all necessary approval from or by statutory undertakings.

College Equipment. The Organiser shall not operate any of the College's equipment without the consent of the College and will be charged for the services of a technician should the College not be satisfied with the competence of operators supplied by the Organiser.

Insurance. Where as a consequence of the proposed use by the Organiser the College's premiums for Fire and other Insurance is increased then such increase will be paid by the Organiser.

Indemnity. The Organiser will indemnify the College and each of its employees and keep them fully and effectively indemnified against any and all claims from any persons using the College premises with the permission of the Organiser and arising from any of the following: (a) death or personal injury; (b) loss of or damage to property brought onto College premises.

12. Freedom of Speech

If the Organiser expects disruption of any kind at the event, they must inform the College at the earliest possible opportunity, and in no case less than twenty-eight days before the date of the event. Where

relevant they must also inform the College of the names of the proposed speakers and the subject matter of their talks.

If the College reasonably expects there to be disruption, it may, at its discretion, either (a) arrange for additional security measures at the event, in which case the Organiser will pay the associated costs, or (b) by giving notice to the Organiser, cancel the booking and refund all sums paid.

13. Publicity and Representation

The Organiser undertakes:

- (a) not to make use of the name, logos, crest, coat of arms or insignia of the College or University of Oxford ('the University') except where the express written consent has been given by the College or University;
- (b) not to hold itself as part of or an emanation of either the College or the University, or as the agent or representative of either the College or the University;
- (c) not to affix any publicity materials to any College building without first obtaining the consent of the College.
- (d) to procure that all electronic and eye-readable materials connected with or referring to the Organiser's event in College (including material on the web) carry the following legend, with the same typeface as the bulk of the surrounding material:

'The Organiser/Name of Organisation is an organisation which contracts with the College for the use of facilities, but which has no formal connection with the University of Oxford.'

The parties to this Agreement intend that the University will be able to enforce this clause as if the University were a party to it, pursuant to the Contracts (Rights of Third Parties) Act 1999. This clause may not be amended without the prior written consent of the University.

14. Accommodation & Catering

No food or beverages may be brought on to the College's premises without the prior consent of the College. Specific permission is required for alcoholic beverages and the Organiser may be required to pay a corkage charge.

Neither the Organiser nor the Visitors will have exclusive occupation of any part of the Premises and, in particular, the College and all its staff reserve the right to enter all rooms, including bedrooms, at any reasonable times.

No accommodation will be provided for persons under the age of 12 years. The College does not accept any responsibility for the actions of any minors, who must be under the control of parents or guardians at all times.

Accommodation is not available before 14.00 on the agreed arrival date and must be vacated by 10.00 on the agreed departure date unless prior arrangements are made with the College. The Organiser may be required to pay additional charges if (a) it requires access outside of the premises' normal hours of opening during, prior to or after the event; or (b) if the Visitors have not vacated the premises and the Organiser's and Visitors' property is not removed by the agreed time. The College has the right to remove any such property.

15. Cancellation, Variation or Suspension by the College

Without limiting its other legal remedies the College may suspend any event at any time and terminate the contract if (a) the Organiser breaches any term of its contract with the College; or (b) or the Organiser becomes insolvent or enters into liquidation or receivership or is in arrears with any payment for previous bookings.

The College will not be liable for any delay or failure to carry out its part of the contract if it is caused by circumstances beyond the College's control or where prior notice of potential disruption has been given.

The College has the right to amend, in full or part, the above Terms and Conditions at any time by giving written notice to the Organiser.

The liability of the Organiser under the contract with the College shall be joint and several.

The contract between the College and the Organiser shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.