



GENERAL TERMS AND CONDITIONS FOR CONFERENCE/EVENT/RECEPTION/BANQUET/ACCOMMODATION

1. DEFINITIONS

In these General Terms and Conditions the following words and phrases have the following meanings:

- 1.1 "Additional Charges" means the charges for Additional Services exclusive of VAT.
- 1.2 "Additional Services" means any services provided by SBS (as defined below) or requested by the Client over and above the Services or as specifically detailed as Additional Services in the Booking Confirmation.
- 1.3 "Agreement" means the agreement between SBS and the Client as set out in the Booking Confirmation or other document signed by both SBS and the Client incorporating these General Terms and Conditions.
- 1.4 "Booking Confirmation" means the letter from SBS to the Client setting out the details of the Event and the fees payable.
- 1.5 "Booking Fee" means the charge for the Venue and Services as specified in the Booking Confirmation exclusive of VAT.
- 1.6 "Client" means the person whose name and address appears as the Client in the Booking Confirmation.
- 1.7 "Data Protection Legislation" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject, including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) ("GDPR").
- 1.8 "Data Controller", "Data Processor", "Data Subject", and "Processing" (and variations thereof) have the meanings set out in the Data Protection Legislation.
- 1.9 "Event" means the conference, banquet, reception or other event intended to take place on the date or dates given in the Booking Confirmation of which the Client is the organiser and in respect of which the Client accepts responsibility hereunder.
- 1.10 "Participant" means an individual who attends or who is booked to attend the Event.
- 1.11 "Personal Data" means any personal data (as defined in the Data Protection Legislation) Processed by either party in connection with this Agreement.
- 1.12 "SBS" means The Chancellor Masters and Scholars of the University of Oxford ("University") acting for the Saïd Business School, a department of the University.
- 1.13 "Services" means the Services provided by SBS as detailed in the Booking Confirmation.
- 1.14 "Venue" means the specific location of the Event at SBS' premises as detailed in the Booking Confirmation.

2. THE AGREEMENT

With effect from the date of the Booking Confirmation (the "Effective Date") the Agreement for the provision of the Services at the Venue for the Event shall come into force subject to the terms contained hereunder.

3. DEPOSIT

SBS reserves the right to charge a deposit. Deposits are not refundable save as set out expressly herein.

4. PAYMENT

- 4.1 SBS will submit an invoice to the Client for the Booking Fee in accordance with the payment date set out in the Booking Confirmation.
- 4.2 The Client shall be invoiced separately for any Additional Charges at a time decided by SBS.
- 4.3 All invoices submitted to the Client shall be payable by the Client within 30 days from the date of the invoice. If any amount remains unpaid after its due date, the Client shall pay to SBS interest thereon at 2% compound per calendar month from the due date until date of payment without prejudice to any other rights or remedies of SBS.

5. TERMINATION

SBS shall be entitled forthwith to terminate this Agreement by written notice to the Client if: (a) payment is not received by SBS in accordance with clause 4; (b) the Event is cancelled in accordance with clause 6; or (c) the Client or Participants commit any breach of the provisions of this Agreement.

6. CANCELLATION OR POSTPONEMENT

- 6.1 SBS reserves the right at its sole discretion to cancel the Event for any reason without any cost or loss to SBS. SBS will use all reasonable endeavours to provide the Client with at least three months' notice of the cancellation (and where reasonably possible such notice period will be greater) and shall return any deposit paid under clause 3. SBS accepts no responsibility for any loss suffered by the Client or any Participant as a result of termination of this Agreement pursuant to clauses 5 and 6.1 and the Client indemnifies SBS against any claim made by any prospective Participant against SBS.
- 6.2 Subject to clauses 6.3 and 6.4, the Client may cancel or postpone the Event by giving SBS notice in writing to that effect.
- 6.3 If the Client gives SBS notice to cancel the Event less than 24 weeks before the

Event, the following fees shall be payable by the Client:

- 6.3.1 between 24 and 12 weeks (inclusive) before the first date of the event – 25% of the Booking Fee;
 - 6.3.2 between 12 and 6 weeks (inclusive) before the first date of the event – 50% of the Booking Fee; and
 - 6.3.3 fewer than 6 weeks before the first date of the event and any time on or after the Event – 100% of the Booking Fee.
- 6.4 If the Client gives SBS notice to postpone the Event and such notice is received before and up to 20 days prior to the Event, SBS will use reasonable endeavours to provide a rescheduled date within a period limited to 12 weeks from the original Event ("Postponed Event"). In this instance the Client will be liable for the Booking Fee due for the rescheduled Event, plus any additional charges, costs, expenses and losses reasonably incurred by SBS as resulting from the rescheduling to be payable by the Client.
 - 6.5 In the event that any notice to postpone falls outside of the time limits as provided at clause 6.4 or SBS is unable to provide a Postponed Event for whatever reason or the Client does not accept the Postponed Event, the Event will be treated as cancelled and clause 6.3 shall apply.

7. CLIENT'S RESPONSIBILITIES

- 7.1 The Client undertakes:
 - 7.1.1 to ensure that a representative of the Client is present at the Venue throughout the Event;
 - 7.1.2 to fully compensate SBS for any damage done to the Venue, furniture or other property of SBS, or any other person, by the Client or any Participant and to indemnify SBS against any claims or costs in respect thereof;
 - 7.1.3 not to undertake any activity that may be liable to bring SBS into disrepute;
 - 7.1.4 not to affix anything to, attach or otherwise decorate any part or the whole of the facilities without the prior written approval of SBS;
 - 7.1.5 to comply with relevant laws and regulations, including but not limited to current health and safety legislation;
 - 7.1.6 to be responsible for the Participants and to procure that the Participants treat the Venue and SBS' premises with care and respect for the privacy of other users and shall not interfere with or gain access to or attempt to gain access to those parts of SBS' premises for which public use or access are indicated by SBS to be unauthorised;
 - 7.1.7 to provide SBS with any such information as may be required by SBS at a time as requested by SBS.
 - 7.1.8 to procure that the principles embodied in the University Code of Practice on Freedom of Speech will be upheld, and shall, if so required, satisfy SBS of its ability to discharge its obligation in regard to upholding freedom of speech.
 - 7.1.9 to indemnify SBS from and against any and all losses which SBS may suffer, and which are the result of the use of SBS's IT and network facilities by persons who gain access to those facilities as a result of this Agreement.
 - 7.1.10 (a) not to make use of the name, logos, crest, coat of arms or insignia of the University or the Saïd Business School; (b) not to hold itself out as part of or an emanation of the University/Saïd Business School, or as the agent or representative of the University/Saïd Business School; and (c) to procure that all electronic and eye-readable materials connected with or referring to the Event carry the following legend, with the same typeface as the bulk of the surrounding material: *'The Client contracts with SBS for the use of facilities, but has no formal connection with the University of Oxford or the Saïd Business School.'*
- 7.2 SBS reserves the right at any time to exclude from the Event, SBS' premises and the Venue any Participant whose behaviour is, in the opinion of SBS, an unacceptable nuisance or annoyance to other Participants or to others on SBS' premises. There will be no refund or reduction in the Booking Fee for the Event in such circumstances.

8. LIMITATION OF LIABILITY

- 8.1 SBS shall not be liable to the Client for any damages, loss, costs, expenses, claims or proceedings whether direct or indirect, express or implied arising in connection with this Agreement. If, notwithstanding the provisions of this clause 8, SBS is held to be liable to the Client for any reason, SBS's aggregate liability to the Client under this Agreement (whether arising from negligence, breach of contract or otherwise) shall not exceed the Booking Fee.
- 8.2 SBS does not exclude liability for death or personal injury to the extent only that the same arises out of the proven negligence of SBS, its employees, agents or authorised representatives whilst acting within the scope of or in the course of their employment or contract.
- 8.3 Neither party shall be liable for any indirect, consequential, special, punitive, losses or damages, lost profits, lost savings, lost revenues or incidental damages even if



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informed of their possibility.

9. THIRD PARTY/PUBLIC LIABILITY INSURANCE

The Client shall obtain public liability insurance for all public Events with an indemnity limit of not less than five million pounds (£5,000,000) for the duration of the hiring. In addition, for any caterers, public liability insurance is compulsory for all Events with an indemnity limit of not less than two million pounds (£2,000,000) for the duration of the hiring. The Client shall, on request, provide evidence of both insurance policies (as applicable) at least four weeks in advance of the Event together with confirmation that such insurance is current and any premiums have been paid.

10. RESTRICTIONS ON USE

10.1 SBS reserves all intellectual property rights and all other rights in and to the University name, logo and any derivations of the same and nothing in this Agreement shall be deemed to assign any such intellectual property rights or other rights.

10.2 If anything offered for sale or exhibited in the Venue is considered by SBS to be likely to be undesirable, in breach of copyright, unsuitable or dangerous to any person or property inside or outside the Venue, it shall on request be removed by the Client forthwith.

10.3 Smoking is not permitted anywhere within the Venue.

10.4 The Client hereby acknowledges and shall adhere to any further restrictions on use as set out in the Booking Confirmation.

10.5 Charges under this Agreement do not include facility fees for press, TV, film, radio and other media organisations, which are chargeable separately and in addition on all such activities. Advance express permission in writing is required, and the charges shall be agreed between SBS and the Client.

11. DATA PROTECTION

11.1 Each party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Legislation.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and SBS are the Data Processor. The Client remains responsible for compliance with its obligations under the Data Protection Legislation, including providing any required notices and obtaining any required consents. The Client shall only provide such Personal Data to SBS as is necessary for the provision of the Services and SBS shall process such Personal Data for the duration of the Agreement.

11.3. To the extent that SBS Processes any Personal Data as a Data Processor for and on behalf of the Client (as the Data Controller) SBS shall:

11.3.1 only Process Personal Data for and on behalf of the Client for the purpose of providing the Services and only in accordance with the Client's written instructions from time to time, unless required by the laws of any member of the European Union or by the laws of the European Union applicable to SBS ("Applicable Data Processing Law") to process Personal Data. In such a case, SBS shall inform the Client of that legal requirement before Processing, unless the law prohibits such information on important grounds of public interest;

11.3.2 inform the Client if it considers any of the Client's instructions infringe Data Protection Legislation;

11.3.3 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

11.3.4 ensure that any persons who have access to and/or Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

11.3.5 taking into account the nature of the Processing, at the Client's request, assist the Client to comply with the obligations imposed on the Client by the Data Protection Legislation in relation to: (i) security, breach notifications, data protection impact assessments, and consultations with supervisory authorities or regulators; and (ii) responding to any requests from Data Subjects;

11.3.6 notify the Client without undue delay upon becoming aware of any Personal Data breach;

11.3.7 at the Client's written direction, delete or return Personal Data and copies thereof to the Client on termination of this Agreement unless required by Applicable Data Processing Law to store the Personal Data;

11.3.8 at the Client's reasonable request: (i) make available evidence to demonstrate

SBS's compliance with the requirements of this clause; and (ii) allow for and contribute to audits, including inspections, conducted by or on behalf of the Client, on reasonable notice and subject to appropriate confidentiality obligations;

11.3.9 not engage a third party processor of Personal Data under this Agreement (a sub-processor) unless the Client in its absolute discretion gives a specific or general written authorisation; and where such consent is given, SBS:

i. shall inform the Client of any intended changes to a general written authorisation to add or replace processors, thereby giving the Client the opportunity to object to such changes;

ii. shall impose data protection obligations that are substantially the same to those set out in this Agreement;

iii. acknowledges that it remains fully liable to the Client for the performance of any sub-contracted Processing obligations.

11.3.10 not transfer any Personal Data outside of the European Economic Area ("EEA") or to an international organisation except:

i. with the Client's prior written consent and in accordance with any written instructions and terms the Client may impose on such transfer to ensure that transfers of Personal Data outside of the EEA have adequate protections in place as set out in the Data Protection Legislation; or

ii. if required by Applicable Data Processing Law, in which case SBS shall inform the Client of that legal requirement before transferring, unless the law prohibits such information on important grounds of public interest.

11.4 Pursuant to clause 11.3.9, the Client hereby approves BaxterStorey Limited as a sub-processor as from the Effective Date.

12. ASSIGNMENT

SBS shall, with the prior written consent of the Client, be entitled to assign the benefit and/or burden of this Agreement to any subsidiary or associated company without requiring any consent of the Client.

13. LAW AND JURISDICTION

This Agreement will be subject to English law and to the exclusive jurisdiction of the English courts.

14. THIRD PARTY RIGHTS

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.

15. GENERAL

15.1 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 SBS and the Client.

15.2 The rights granted to the Client in this Agreement shall not operate or be deemed to operate as a demise of the Venue and do not create a relationship of landlord and tenant. The Client shall not have or be entitled to any right, title or estate in the Venue save as expressly given in this Agreement.

15.3 The Client shall not sub-let, or attempt to sub-let, the Venue or part thereof.

15.4 Save as otherwise expressly provided in this Agreement no variation to this agreement shall be binding unless agreed in writing between SBS and the Client by their duly authorised representatives.