

Terms and Conditions - Events and Conferences

These Terms and Conditions apply to all Events Contracts for the provision of goods and/or services, for group accommodation, conferences, functions and any other events to the exclusion of all other terms and conditions, including any which the Client may purport to apply or which may appear in any promotional literature.

Please read these Conditions carefully in order to avoid any misunderstandings regarding the terms on which reservations are accepted.

In these Terms and Conditions, terms used shall, unless otherwise expressly provided, bear the same meaning as given to them in the Events Contract, further terms are defined in Clause 1 and others are defined when they are first used.

1. Definitions

- 1.1 **"Balance"** means the sum to be billed by the College as a final bill, after the Event, to include (but not limited to) the Services, any additional services, the service charge and, where appropriate, VAT;
- 1.2 **"Booking"** means a booking under an Events Contract which, for the avoidance of doubt, shall be treated as provisional until such time as the College is in receipt of the Deposit in cleared funds;
- 1.3 **"The College"** means the Master and Fellows of Magdalene College, Cambridge in the County of Cambridgeshire, the College's Agent and/or as the context admits the land and buildings forming part of Magdalene College Cambridge CB3 0AG;
- 1.4 **"The College's Agent"** means the Catering and Conference Director or such other person who may have been notified to the Client from time to time;
- 1.5 **"Events Contract"** means the written agreement between the College and the Client for a specific Booking or series of Bookings;
- 1.6 **"Force Majeure"** means an event or sequence of events beyond a party's reasonable control and that could not have been reasonably avoided and which prevents or delays it from performing its obligations under the Events Contract including, but not limited to,
 - (a) epidemic or pandemic;
 - (b) law, or governmental order, rule, regulation, guidance, direction, judgment, order or decree;
 - (c) any action taken by a government or public authority, including, but not limited to, a failure to grant a necessary licence or consent or the imposition of an export restriction, import restriction, quota or other restriction or prohibition;
 - (d) embargo, blockade, imposition of sanctions or breaking off of diplomatic relations or similar actions;
 - (e) labour dispute including, but not limited to, strikes, industrial action, lockouts or boycott;
 - (f) an act of God or other natural disaster, including extreme adverse weather conditions;
 - (g) an act of any sovereign including war, invasion, rebellion, revolution, armed conflict, usurped power of confiscation (or threat of, or preparation for);
 - (h) acts of terrorism, civil war, civil commotion, civil emergency or riot (or threat of, or preparation for);
 - (i) collapse of building structures; or
 - (j) interruption or failure of utility service including to electric power, gas, water, internet or telephone service.

- 1.7 **"Full Board"** means bed and breakfast, lunch, dinner and tea and coffee mid-morning and mid-afternoon;
- 1.8 **"The Services"** those services as identified in the attached appendix;
- 1.9 **"Working Day"** means Monday to Friday excluding bank holidays and any other public holidays.

2. Services

- 2.1 The College shall, subject to these Terms and Conditions, make available to the Client the facilities and services identified in the Events Contract and the attached Appendix on the Events Day(s).

3. Clients rights

- 3.1 The Client shall have the right to utilise the room or rooms and other facilities of the College as shall be designated by the College for the Event on the Event Day(s) together with access to such other parts of the College as shall be authorised by the College.
- 3.2 For the avoidance of doubt the College shall retain the right to utilise all or any of the other rooms of the College and its grounds.
- 3.3 The Client may use such furnishings of the College or may bring to the College such items as may be agreed in writing by the College.

4. Confirmation and Guest Numbers

- 4.1 All Bookings are provisional until the relevant Events Contract (as signed by the Client and on behalf of the College) is returned to the College together with the Deposit in cleared funds. The College will notify the Client of receipt of the Deposit and Events Contract. Until the College has confirmed receipt of the Deposit in cleared funds the College shall be under no legal obligation to the Client.
- 4.2 The Events Contract shall specify the anticipated number of guests for the Event, the agreed minimum number of guests for the Event (the **"Event Contract Minimum"**) and the maximum number of guests permissible for the function room(s) reserved for the Event.
- 4.3 The Client must inform the College of the exact number of guests it wishes to be catered for at the Event (the **"Final Number"**) at least 3 Working Days before the Event together with an alphabetical list of delegates/guests and details of any special accommodation and/or catering needs (such as disabled, vegetarian, gluten free). This Final number will override the anticipated number specified but will not affect the Event Contract Minimum.
- 4.4 The Event Contract Minimum represents the minimum number of guests the Client guarantees will attend at the Event and the College has calculated its charges on this basis. The amount payable by the Client will therefore be calculated according to the higher of:
 - 4.4.1 the Event Contract Minimum;
 - 4.4.2 the Final Number; or
 - 4.4.3 the number who actually attend the Event (any additional guest beyond the Final Number notified to the College must be notified to the College as soon as reasonably possible and the College reserves the right not to accept such changes.
- 4.5 The College will levy a daily charge for all meeting rooms used where conferences are not booked as Full Board and for all other events (unless an all-inclusive price has been mutually agreed).

5. Payment

- 5.1 Payment
All accounts incurred will be invoiced. Payment is due for all accounts (including but not limited to the Balance) within 30 days of the date of the invoice. Any queries should not delay immediate payment of the outstanding balance. All accounts will include (for the avoidance of doubt) a 10% service charge. Queries should be referred to the College within 7 days of the receipt of invoice.

No allowance or refund can be made for meals and other elements not taken within the agreed package rate. Payment must be made in Pounds Sterling (UK) payable to the College. All accounts, except in the case of exempt organisations, are subject to Value Added Tax at the standard rate applicable at the relevant time.

5.2 Deposits

The Client must pay the Deposit specified in the Events Contract. Should the Client fail to pay any such deposit within 7 days of the due date, the College may treat the provisional Booking as having been cancelled by the Client.

5.3 Extras

The Client shall pay the College for any food and beverages or other goods and/or services not provided for in the Events Contract or otherwise in correspondence but made available upon request of the Client on the day(s) of the Event.

5.4 Price Variations

Charges for each conference year are revised annually and any Events which relate to a period beyond the current academic year may be subject (at the College's sole discretion) to price variations. The College shall notify the Client as soon as reasonably possible of any such variations.

5.5 References

The College shall be entitled, at its sole discretion, to require the Client to supply bankers or other financial references.

6. **Cancellation by Client**

6.1 If the Client wishes to cancel a Booking or cancel the reservation of some or all function rooms and/or bedrooms reserved either as a block booking, or in conjunction with an Event, such cancellations must be advised to the College's Agent in the first instance verbally, followed by written notice of cancellation. Cancellation shall be effective, final and binding on the Working Day on which the College's Agent receives written notice of cancellation (the "**Cancellation Date**"). Any notice of cancellation received out of the hours of 9.00 a.m. and 5.00 p.m. shall be deemed made on the next Working Day. Any postponement of any Event shall be considered as a cancellation under this Clause 6.

6.2 If the Client cancels or is deemed to have cancelled a Booking, the College will charge a cancellation fee. This cancellation fee shall be a percentage of the charges payable in respect of the Event Contract Minimum (and, if any separate charge is payable in respect of room hire, of such room hire charge), according to the number of clear days (that is not counting the Cancellation Date and the day of the Event) between the Cancellation Date and the date of the Event (the "**Cancellation Notice**"), as set out below. If the Event is cancelled less than 3 Working Days before the Event, the College is entitled to charge according to the Final Number, if higher than the Events Contract Minimum.

Cancellation Notice (Events) Fee

Over 182 days	10%
182 - 91 days	30%
90 days - 30 days	50%
29 days - 8 days	80%
7 days or less	100%

6.3 The cancellation fees payable under this Clause are a genuine pre-estimate of the loss the College will incur arising out of a cancellation. The actual losses incurred by the College may be greater or less than these cancellation fees. The cancellation fees are payable whether or not the College is able to find alternative business in respect of the cancelled Event and/or rooms.

6.4 In addition to the cancellation fees due under Clauses 6.2 the Client must reimburse the College (on an indemnity basis) for any expenditure incurred in respect of any cancelled Booking including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the Event.

- 6.5 The College may invoice the Client for any cancellation fees payable at any time after the cancellation. The Client shall pay such invoice on presentation of invoice.

7. Cancellation by College

- 7.1 The College may cancel the Booking:

- 7.1.1 if the Booking might prejudice the reputation of the College;
- 7.1.2 under Clause 5.2 but such cancellation being deemed to be a cancellation by the Client; or
- 7.1.3 if the College becomes aware of any deterioration in the Client's financial situation such that the College reasonably considers the Client may not be able to fulfil its material obligations under the Events Contract.

- 7.2 Save in respect of Clause 7.1.2 (for which no cancellation charge shall apply) the College may charge the cancellation fees provided in Clause 6 in the event of any cancellation under this Clause 7).

8. Administration

- 8.1 All communications regarding Events should be addressed to the Conference Office, Magdalene College.
- 8.2 Any changes to the Contract identified on the front of the Event Contract should be notified to the College as soon as reasonably possible.
- 8.3 The College reserves the right without prior notice to change the Client's assigned function room(s) for one(s) of equal suitability if the College has reasonable commercial or operational reasons for so doing (including, but not limited to, the carrying out of works on the relevant room or such room being otherwise unavailable).
- 8.4 The prior consent of the College must be obtained for any entertainment or services, including film, videotape or of other audio-visual material for recording, projection or play-back contracted for the Event by the Client, all of which must comply with any statutory codes and regulations. It shall be the responsibility of the Client to ensure that, where applicable, Performing Rights Society forms and Phonographic Performance Limited forms are completed by any band or musicians employed by the Client.
- 8.5 No wines, spirits, food or beverage may be brought into the College or grounds by or on behalf of the Client or any guests for consumption on the College premises unless the prior consent of the College has been obtained, for which a charge will be made.
- 8.6 The Client shall maintain free access to fire exits at all times and shall obtain the prior approval of the College before using any special effects equipment on the College premises. The client shall observe the permitted hours for selling intoxicating liquors in the College premises, as advised by the College.
- 8.7 The Event must start and finish at the times specified in the Events Contract. Changes to these times may not be possible unless previously agreed with the College.
- 8.8 The College does not accept responsibility for the property (including but not limited to equipment) of the Client or its guests. Where the cloakroom facilities are provided for the convenience of Client's and guests such items shall be left at the owner's risk and without any liability on the part of the College.
- 8.9 The College will assist the Client, where reasonably possible, with the storage of equipment etc, however, the College does not accept any liability for loss or damage to any item of equipment, furniture, stock or the like, left in storage.

9. Etiquette

- 9.1 The College reserves the right to judge acceptable levels of noise or behaviour of the Client, its guests, representatives or contractors (including, but not limited to, persons engaged by the Client to provide entertainment or other services). The Client must ensure compliance with the College's direction as to noise and behaviour.
- 9.2 The College reserves the right generally:
- 9.2.1 to exclude or eject any person from the Event or the College if it reasonably considers such person to be objectionable; and
 - 9.2.2 to terminate the Events Contract and stop the Event without liability to any refund or compensation, if necessary to prevent or terminate unacceptable noise or behaviour.
- 9.3 The Client shall indemnify the College against all and any losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by the College arising out of any exclusion, ejection, termination or stopping under Clause 9.2 or the circumstances giving rise thereto.

10. Health & Safety

- 10.1 The Client must fully comply (and ensure the full compliance of its contractors, sub-contractors, employees and guests) with the College's Health & Safety policy, a copy of which is available on request from the College.
- 10.2 The College has a long, open river frontage running from the Lutyens Building in the west to the Scholars' Garden in the east. There is also a Pond with a surrounding raised wall located in Cripps Court Courtyard. The client accepts responsibility for their own Health and Safety and that of any guest or minor whilst visiting the College, as extra care must be taken with regard to these areas. The College cannot be held responsible with regard to guests' safety near open water.

11. Promotional Material

- 11.1 The Client shall not, without the prior written consent of the College (such consent not to be unreasonably withheld or delayed), send out to guest, delegates or other persons any promotional advertising or other communication whatsoever relating to the Event or the College.
- 11.2 Use of images or material from the College is strictly prohibited unless the prior written consent of the College is obtained first.
- 11.3 Any promotional material or communications regarding an Event must make it clear that all enquiries regarding the Event are to be directed the Client and not the College. The College will respond only to enquiries from the Client or the Contact.

12. Liability of the College

- 12.1 Subject to Clause 12.4 the College shall not be liable, whether in contract, tort (including negligence) or otherwise for any indirect, consequential or economic losses or loss of profits however arising.
- 12.2 Subject to Clause 12.4 in no event will the College's liability for any loss or damage in contract or tort (including negligence) or howsoever otherwise arising, exceed the total amount paid by the Client for the Event.
- 12.3 The College shall not be liable for any breach of the terms and conditions or delay or failure in providing services as a result of causes beyond its reasonable control including (but not limited to) fire, floods, strikes, delays in transportation, failure of services or inability to obtain any necessary information or consent from any authority.
- 12.4 The College does not exclude or restrict its liability in respect of death or personal injury resulting from its negligence or the negligence of its employees arising during the course of their duties.

13. Insurance

- 13.1 The Client will be responsible for any damage to the College property or the College's staff or guests and any other third parties caused by the Client's or their guest's actions, omissions, negligence or breach of contract.
- 13.2 The Client is therefore advised to arrange suitable insurance to safeguard themselves against any claims for which they may be held responsible.

14. Damage

The Client shall be responsible to the College for any damage caused to the allocated rooms or the furnishings, utensils and equipment therein or to the College generally by any act, default or neglect of the Client or any contractor, sub-contractor, employee or guest of the Client and shall pay to the College on demand the amount required to make good or remedy any such damage.

15. General

- 15.1 Should the Client contract with the College through an agent, the agent acts in that capacity for the Client, and not the College. The Client accepts full responsibility for the payment of the College's account.
- 15.2 The Events Contract shall be governed by and construed in all respects in accordance with the laws of England.
- 15.3 For all payment obligations under these Conditions, time shall be of the essence.
- 15.4 The Events Contract shall not be assignable by either party.
- 15.5 No person who is not a party to the Events Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Events Contract.
- 15.6 Live amplified music is not permitted in any area of the College, music for an evening reception such as a Disco, Ceilidh or small Jazz band is permitted, however the College require the client to discuss arrangements with them, prior to booking any entertainment.
- 15.7 The use of Drones is not permitted within the College grounds.
- 15.8 The use of fireworks or sparklers is not permitted within the College grounds.

16. Freedom of Speech

- 16.1 Magdalene College is strongly committed to the principle of freedom of speech and expression. It fosters an environment where all of its Fellows, staff and students can participate fully in the life of the College, and where each individual feels confident and able to research, question and test received wisdom, and to express new ideas and controversial or unpopular opinions, without fear of isolation, marginalisation or discrimination. Equally, the College expects its Fellows, staff and students to receive and respond to intellectual and ideological challenges in a constructive and peaceable way. The College also acknowledges its statutory duties in protecting its Fellows, staff, students and other people from 'radicalisation', which in this context means being drawn in by others to support terrorism, or to commit acts of terrorism.
- 16.2 Subject to the paragraph above, no premises of the College will be denied to any Fellow, member of staff, or student of the College, or to any body of such people, by reason of the beliefs or views of that individual or of that body or the policy or objectives of that body.
- 16.3 In holding to these key principles, Magdalene College will take into account its obligations regarding freedom of speech, the management of the health and safety of its Fellows, staff and students, and of the general public, the promotion of equal opportunities and prevention of discrimination on the grounds of belief, race, gender or sexual orientation or other legally-protected characteristics, and its duties associated with preventing people from being drawn into terrorism or the promotion of terrorist activities.
- 16.4 As an example of this, the College reserves the right to refuse access to its premises if it is of the opinion that a visiting speaker or the purpose of a meeting is likely to give rise to the incitement of crime and/or is likely to cause a breach of the peace.

16.5 Policies and procedures

In determining the likelihood of risk of harm to Fellows, staff or students of the College, and/or the general public, or of Fellows, staff or students of the College being drawn into terrorism, or otherwise promoting any violent or illegal action, Magdalene College publishes policies and/or procedures to set out and manage:

- 16.5.1 the behavioural expectations of students and student unions;
- 16.5.2 the management of College events at which controversial views may be expressed (whether or not they are held at the College); and
- 16.5.2 the management and conduct of visiting speakers at meetings held within the College.

- 16.6 In addition, the College will be unable to confirm the booking of an external event whereby the full details of the type of event, the nature of the event, the names of the speakers and their subject matter, have not been passed to The Conference Office at the time of completing the provisional booking form. The College will provisionally hold these bookings awaiting the above information; once received, and approved by the College, the booking will be confirmed in writing by the Conference Office.

17. Force Majeure

- 17.1 Where a Force Majeure occurs, or is reasonably likely to occur, a party shall not be liable to the extent that it is delayed in or prevented from performing its obligations under the Events Contract due to Force Majeure, and the obligations of the parties shall be suspended for the duration of the Force Majeure event, provided that the affected party:

- 17.1.1 promptly notifies the other party of the Force Majeure event, together with reasonable evidence to support the alleged Force Majeure event and its expected duration;
- 17.1.2 uses reasonable endeavours to minimise the effects of the event of Force Majeure; and
- 17.1.3 keeps the other party informed of the status of the event and its impact on the performance of the Events Contract.

- 17.2 If, due to Force Majeure, a party is unable to perform a material obligation under the Events Contract, the parties will be entitled to renegotiate the Events Contract in good faith to achieve, as nearly as possible, its original commercial intent, or either party may terminate the Events Contract on written notice.

18. COVID-19 (and any subsequent epidemic, pandemic or analogous event)

- 18.1 The Client and the College shall strictly comply with any COVID-19 related regulations and/or guidance issued by the UK Government and both the Client and the College shall be required to promptly notify the other party in writing if such compliance will or is likely to prevent proper performance of their respective rights and obligations as set out in the Events Contract and these Terms and Conditions.

- 18.2 The Client agrees that the College shall be permitted to impose such changes as the College (at its sole discretion) reasonably believes to be appropriate in order to comply with any COVID-19 related regulations and/or guidance issued by the UK Government which will be in force (or is likely to be in force) at the date of the Event. Such changes include (but are not limited to):

- 18.2.1 a reduction to the maximum number of guests;
- 18.2.2 restricting the availability of food or drink;
- 18.2.3 requiring the wearing of personal protective equipment (such as masks or face coverings);
- 18.2.4 a reduction to the number of overnight stays;
- 18.2.5 limiting any planned entertainment;
- 18.2.6 designating alternative entrance and exit routes; and
- 18.2.7 enforcing the operation of social distancing measures.

- 18.3 If the College is required to close the venue as a result of any COVID-19 related regulations and/or guidance issued by the UK Government which will be in force (or is likely to be in force) at the date of the Event, the college may (at its sole discretion) offer the Client an alternative date for the Event. In the event that an alternative date cannot be agreed between the parties, the Booking shall be immediately cancelled by the College and the Deposit returned in full to the Client.

- 18.4 In substitution of the cancellation fees otherwise due under clause 6, if the Client is unable to meet the Event Contract Minimum as a result of the application of clause 18.1 or clause 18.2, the College may (at its sole discretion) choose to:
- (a) reduce the Fee on a pro rata basis;
 - (b) cancel the event and charge the cancellation fees provided in Clause 6.