

1. DEFINITIONS

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

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| 1.1 | “Agreement” | means these terms and conditions (including those in the Appendix, if any) and the terms in the Booking Confirmation |
| 1.2 | “Additional Services” | means services other than the Facility which are to be provided to the Client, and brief details of which appear in the Booking Confirmation |
| 1.3 | “Additional Charges” | means the charges for the Additional Services |
| 1.4 | “Booking Confirmation” | means the letter to the Client setting out the details of the Event |
| 1.5 | “Basic Charge” | means the charge for the Facility which is specified in the Booking Confirmation |
| 1.6 | “the Client” | means the person whose name and address appears as the Client in the Booking Confirmation |
| 1.7 | “Daily Rate” | means the charge per day (either by room or by delegate) for the provision of the Facility, as determined by the University |
| 1.8 | “Delegate” | means an individual who attends or who is booked to attend the Event |
| 1.9 | “the Event” | means the conference, 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 for which the Client accepts responsibility |
| 1.10 | “Facility” | means the basic facility to be supplied to the Client at the Venue, brief details of which are given in the Booking Confirmation |
| 1.11 | “the Guarantor” | means the person (if any) whose name and address appears as the Guarantor in the Booking Confirmation |
| 1.12 | “Total Charge” | means the aggregate of the Basic Charge and the Additional Charges |
| 1.13 | “the Venue” | means the Mathematical Institute, University of Oxford |

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2. THE AGREEMENT

With effect from the date the Booking Confirmation has been signed by the Client and the Guarantor (if any) a contract for the provision of the Facility and of the Additional Services (if any) shall come into force on the terms contained in this Agreement.

3. VARIATIONS

- 3.1 Save as otherwise expressly provided in this Agreement no variation to this Agreement shall be binding unless agreed in writing between the University and the Client by their duly authorised representatives.
- 3.2 The University will not unreasonably refuse to accept a written request from the Client to increase the number of Delegates specified in the Booking Confirmation subject always to:
 - (a) the availability of suitable resource and staff
 - (b) such request being made not later than 14 days prior to the date or the first day of the Event
- 3.3 Unless otherwise agreed in writing the Daily Charge for additional resources will be based on the Daily Rate specified in the Booking Confirmation.
- 3.4 The Client may give notice of a reduction in the number of Delegates in accordance with Clause 7.5 and subject to Clause 8 and after receipt of such notice the University shall be obliged to provide the Facility only in respect of the reduced number of Delegates.

4. DEPOSIT

- 4.1 This Agreement is conditional upon the payment by the Client on the date of this Agreement of a deposit in the amount referred to in the Booking Confirmation. If this Agreement is cancelled not less than [60] days prior to the date on which the Event is due to commence and in the event that the University is able to rebook the Facility for the dates, the deposit shall be returned to the Client,

5. PAYMENT

- 5.1 The deposit specified in the Booking Confirmation (or, if no such percentage is specified there, 50%) as adjusted by any agreed variations to the Agreement in accordance with Clause 3 shall be paid by the Client not later than 8 weeks prior to the date (or first day) of the Event.
- 5.2 The University will submit a final invoice to the Client within thirty days of the end of the Event. Any amount payable is due within thirty days of the date of the invoice.
- 5.3 Individual Delegate accounts will not be provided.
- 5.4 If any amount remains unpaid thirty days after its due date, the Client will pay interest at two percent compound per calendar month (or part month) from the due date until the date of

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payment (irrespective of whether the date of payment is before or after any judgement or award) without prejudice to any other rights or remedies of the University.

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

5.6 Prices are subject to change without notice.

6. VAT

Charges are quoted exclusive of Value Added Tax ("VAT") or any other sales tax, which will be charged additionally, where applicable, at the current rate. In the event the Client claims VAT exemption it is the Client's responsibility to obtain the necessary certificate from HM Customs & Excise or elsewhere.

7. TERMINATION

7.1 Subject to Clause 8, the University shall be entitled to terminate this Agreement immediately by written notice to the Client if:

- (a) payment of the deposit is not made at least 8 weeks prior to the commencement of the Event
- (b) without prejudice to the preceding sub-clause the Client commits any breach of this Agreement and in the case of a breach capable of remedy, fails to remedy the breach within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied
- (c) an encumbrancer takes possession of or a receiver is appointed over any of the property or assets of the Client
- (d) the Client becomes insolvent or makes any arrangement with its creditors or becomes subject to an administration order
- (e) the Client goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the resulting company effectively agrees to be bound by or assume the obligations imposed on the Client under this Agreement)
- (f) anything analogous to the foregoing under the law of any jurisdiction occurs in the relation to the Client
- (g) the Client ceases, or threatens to cease, to carry on business

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

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

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

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- 7.5 Subject to Clause 8, the Client may terminate this Agreement or reduce the number of Delegates by giving written notice to the University at any time prior to the commencement of the Event.

8. CONSEQUENCES OF COMPLETE OR PARTIAL TERMINATION

- 8.1 Upon signature of this contract, the Client is committed to taking up the services (including meals) for the minimum number of Delegates set out in the Booking Confirmation.
- 8.2 Upon provision of the lists of Delegates and numbers of meals, the Client is committed to taking up services (including meals) for the greater of:
- (i) the minimum number set out in the Booking Confirmation
 - (ii) any number set out in lists provided by the Client
- 8.3 The charges in the final account will be based on the number for whom the Client is at the date of the conference committed to taking up services, unless
- (i) actual attendance exceeds the number of Delegates for whom the Client is committed to providing services, in which case the charges will be based on the number of Delegates actually attending
 - (ii) actual attendance is less than the number of Delegates for whom the Client is committed to taking up services, in which case credit will be given for any savings of cost made by the University as a result of the shortfall in attendance, and any reduction of the University's loss which results from the University being able to re-let unused services
 - (iii) this booking is cancelled in which case the following sub-clause will apply
- 8.4 In the event of cancellation of this booking the Client will be immediately liable to pay to the University:
- (i) the total Basic Charge in respect of the number of Delegates for whom the Client is at the date of cancellation committed to taking up services **plus**
 - (ii) any Additional Charges which have been agreed at the date of the cancellation **less**
 - (iii) any saving of costs made by the University as a result of the cancellation, and any reduction of the University's loss which results from the University being able to re-let the cancelled service
- 8.5 The University accepts no responsibility for any loss suffered by the Client or any Delegate as a result of termination of this Agreement pursuant to Clause 7.1 and the Client agrees to indemnify the University against any claim made by any prospective Delegate against the University attributable to such termination.
- 8.6 Subject as otherwise provided in this Agreement, and to any rights or obligations which have accrued prior to termination, neither party shall have further obligations to the other under this Agreement following termination.

9. CLIENT'S RESPONSIBILITIES

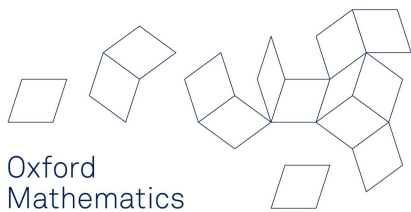
- 9.1 The Client undertakes with the University:

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- (a) if requested by the University, to provide satisfactory references in respect of the Client and (if any) the Guarantor
- (b) to ensure that a named representative of the Client is present at the Mathematical Institute throughout the Event
- (c) to be responsible for the good behaviour of Delegates
- (d) to fully compensate the University for any damage done to the premises, furniture or other property of the University, or any other person, by the Client or any Delegate and to indemnify the University against any claims or costs in this respect
- (e) The hirer shall indemnify the University, as owner of the Mathematical Institute, and its agents and employees against any third party claims in respect of death or personal injury which results from any act or default of the hirer or its agent or employees. Such indemnities are subject to prompt notice by and the reasonable cooperation of the indemnified party, and the indemnifying party's control of the defence and financial settlement of any third party claim which takes account of any representations made by the indemnified party. Any settlement on non-financial terms is subject to the approval of the indemnified party, not to be unreasonably withheld. This indemnity shall be supported by a public liability insurance policy in the sum of [£5 million] underwritten by an approved insurer and issued in the name of the hirer. Evidence of such insurance must be provided to the Mathematical Institute at least 21 days in advance of the commencement of the hire period. Failure to provide evidence of insurance may result in the cancellation of the event.

The hirer shall, prior to the occupation of the Mathematical Institute under this contract, instruct a suitably qualified health and safety consultant to complete a full risk assessment to ensure that the hirer has in its contemplation all reasonable risks which could arise during the occupation of the building. The hirer shall provide a copy of this risk assessment to the Mathematical Institute in accordance with its obligation to provide evidence of appropriate insurance cover

- (f) to use the Mathematical Institute's exclusive caterers for any catering requirements associated with the hire
- (g) to provide the University with:
 - (i) the final number of Delegates requiring meals (including special diet) not less than fourteen working days prior to any catering service for the Event
- (g) to provide to the University final drafts of programmes of the Event in good time to permit amendments to be suggested, being no later than five days prior to the date (or first day) of the Event. In the programmes of the Event, the Client will only quote meal commencement times agreed between the Client and the University
- (h) not to undertake any activity which may bring the University into disrepute
- (i) not to affix, or attach anything to, or otherwise decorate, any part of the Mathematical Institute without the University's prior written approval
- (j) to comply with all applicable licensing and statutory regulations, and ensure compliance with them by the Delegates
- (k) to (and to procure that the Delegates) follow all instructions provided by the University with respect to health and safety

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- (l) to (and to procure that the Delegates) treat the Mathematical Institute, with care and respect for the privacy of its other occupants and users and not interfere with or gain access to or attempt to gain access to those parts of the Mathematical Institute for which public use or access are unauthorised

9.2 The University reserves the right at any time to exclude from the Event and the Mathematical Institute any Delegate whose behaviour is, in the reasonable opinion of the University, an unacceptable nuisance or annoyance to other Delegates or to others at the Mathematical Institute. There will be no refund or reduction in the Total Charge for the Event if this right is exercised.

10. LIMITATION OF LIABILITY

10.1 The University shall not be liable to the Client for any damages, loss, costs, expenses, claims or proceedings whether express or implied arising in connection with this Agreement except for death or personal injury resulting from proven negligence of the University, its employees or suppliers whilst acting within the scope of or in the course of their employment or contract.

10.2 Without limiting the generality of Clause 10.1, the University shall not accept liability in any of the following circumstances:

- (a) loss of or damage to personal belongings whether or not caused by the University's negligence (Delegates and the Client are recommended to make their own insurance arrangements)
- (b) if the failure or improper performance of this Agreement is the fault of the Client or the fault of any Delegate
- (c) if the failure or improper performance of this Agreement is the fault of someone else not connected with the provision of the Facility
- (d) any unusual or unforeseeable circumstances beyond the University's control, the consequences of which could not have been avoided even if all due care had been exercised
- (e) any event which the University or the supplier of any service, even with all due care, could not foresee or forestall

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

11. FREEDOM OF SPEECH

The Client, as organiser of a seminar, conference, meeting or other assembly, is required to undertake to secure that the principles embodied in the University's Code of Practice on Freedom of Speech, pursuant to its statutory duty under Section 43 (3) of the Education (No 2) Act 1986, will be upheld and shall, if so required, satisfy the University of its ability to discharge its obligations in regard to upholding freedom of speech.

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12. MEDIA FACILITY FEES

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

13. FORCE MAJEURE

The University will not be deemed to be in breach of this Agreement or otherwise be liable to the Client for non-performance or delay in performance of any obligation under this Agreement arising out of circumstances beyond its control of which it has notified the Client.

14. GUARANTEE

- 14.1 If the Client (unless relieved from the performance by any clause of this Agreement or by statute or by the decision of a court of competent jurisdiction) shall in any respect fail to observe and perform this Agreement, or commit any breach of its obligations, then the Guarantor will indemnify the University and its successors in title and assigns against all losses, damages, costs, and expenses which may be incurred by the University by reason of any default on the part of the Client or the Delegates in performing and observing the obligations and undertakings on the Client's part contained in this Agreement.
- 14.2 The Guarantor shall not be discharged or released from this guarantee by any arrangement made between the Client and the University without the assent of the Guarantor or by any alteration in the obligations undertaken by the Client or by any forbearance whether as to payments, time, performance or otherwise.

15. ASSIGNMENT

- 15.1 This Agreement is personal to the Client which may not assign or dispose of any of its rights, or sub-contract or otherwise delegate any of its obligations.
- 15.2 The University shall be entitled to assign the benefit and/or burden of this Agreement to any subsidiary or associated company of the University without requiring any consent of the Client.

16. NOTICES AND SERVICE

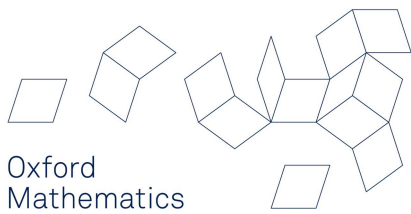
- 16.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent (by first class pre-paid post, facsimile transmission, email or comparable means of communication) to the other party at the address given in the Booking Confirmation.
- 16.2 Any notice or other information given by post which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing it was so posted and proof that the envelope containing any such notice or information was properly addressed prepared and posted and has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given.
- 16.3 Any notice or other information sent by facsimile transmission, email or comparable means of communication shall be deemed to have been duly sent on the date of transmission provided

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that a confirming copy is sent by first class pre-paid post to the other party at the address given in the Booking Confirmation within 24 hours after transmission.

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

17. UNIVERSITY IT AND NETWORK

The Client undertakes to indemnify the University from and against any and all losses which the University may suffer, and which are the result of the use of the University's IT and Network facilities by persons who gain access to those facilities through services provided at the Mathematical Institute.

18. LAW AND JURISDICTION

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

19. 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.

20. GENERAL

- 20.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the University and the Client.
- 20.2 Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 20.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

21. COUNTERPARTS

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

22. FORCE MAJEURE

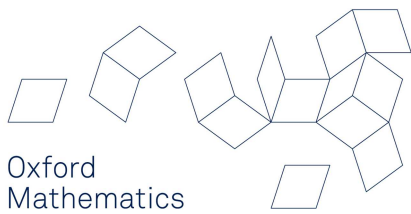
Neither Party will be liable for any delay or failure in performing its obligations under this Agreement to the extent such failure or delay is due to causes beyond its reasonable control, provided that the party so prevented from performing uses commercially reasonable and diligent efforts to avoid or mitigate such causes of non-performance and it resumes performance immediately upon the cessation of the force majeure event. Should such event continue for more than 30 days, the other party may, in its sole discretion, terminate the agreement without liability therefore, and hirer may receive a refund in accordance with the remainder of this Agreement.

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23. REPRESENTATION

23.1 The Client undertakes with the University:

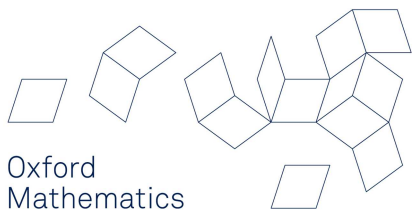
- (a) not to make use of the University's name, logos, crest, coat of arms or insignia
- (b) not to hold itself out as part of or an emanation of the University, or as the agent or representative of the University

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Signed for and on behalf of the Client
Name (please print)

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Position/Title

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Date

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Signed for and on behalf of the University

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Name (please print)

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Position/Title

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Date

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