



DOWNING COLLEGE CAMBRIDGE CONFERENCES & FUNCTIONS

GENERAL CONDITIONS OF BOOKING (CONFERENCES, MEETINGS, FUNCTIONS AND GROUP BED & BREAKFAST)

Downing College (the "College") accepts bookings for conferences, meetings, functions and group bed & breakfast and provides conference accommodation, catering, and facilities (the "Facilities"), details of which are set out in the attached booking form.

annoyance to others on the College premises. No refund will be made in respect of a delegate so excluded and no substitute delegate will be permitted. Such exclusion may incur a cancellation charge under Section C of the Additional Terms.

1 **FORMATION OF CONTRACT**

1.1 The contract between you and the College (the "Contract") is constituted by the College's acceptance of your booking form and no contractual obligation binding on the College shall arise until written confirmation by the College of your booking.

1.2 Every Contract for the provision of Facilities by the College shall be deemed to incorporate and include these terms (together with the additional terms annexed hereto ("Additional Terms")), which shall apply to the exclusion of all other terms and conditions, whether stipulated by you, included in your terms of business or implied by law, trade custom or course of dealing. No variation shall be of any effect unless agreed to in writing by a duly authorised representative of the College.

2 **LIABILITY**

2.1 Neither party excludes or limits its liability for death or personal injury caused by its negligence, or for fraud or wilful default or otherwise insofar as any exclusion or limitation of its liability is prohibited or unenforceable by law. All other provisions of the Contract are subject to this Paragraph 2.1.

2.2 The College's total liability arising out of or in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, shall be limited to the price charged for the Facilities.

2.3 The College shall not be liable to you for loss of profit, loss of business or opportunity, loss under current or future contracts, loss or depletion of goodwill or for any indirect or consequential loss or damages, costs, expenses or other claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the Contract even if the College has been informed of the likelihood of any of the aforesaid arising.

2.4 You shall indemnify the College against all losses, costs, claims, demands and expenses arising out of any claim or cause or action in connection with: -

2.4.1 Any theft or loss of or damage to any property of the College or of any third party (including but not limited to, the property of delegates, visitors, guests, licensees, and third parties invited to use the Facilities by you) that occurs in connection with your use of the Facilities.

2.4.2 Any personal injury or death of any person which is occasioned whether directly or indirectly by any act or omission (whether negligent or not) on your part or on the part of any of your agents, employees, or delegates.

2.4.3 Any breach by you or any person under your control of any of your obligations under the Contract.

2.5 YOU ARE ADVISED TO TAKE OUT INSURANCE ON BEHALF OF YOURSELF IN RESPECT OF ANY LOSS, WHICH YOU MIGHT INCUR, WHICH IS EXCLUDED BY THESE TERMS. As part of its commitment to good working practice, in the College requires to see copies of your current Public Liability Insurance and your Employees' Liability Insurance documentation. If these are not acceptable to the College it reserves the right without liability to you to cancel your booking. In such event cancellation charges under Section C of the Additional Terms shall apply. The College also strongly recommends that if (with the College's permission pursuant to Paragraph 6.3 below) you sub-contract any of your services (i.e. band/disco etc) that you obtain these documents for yourselves. Downing College may claim against these insurances should the need arise. Failure to have these insurances will result in possible personal claims against the individuals.

2.6 It is a condition of hire that any Electrical equipment is PAT (Portable Appliance Tested) before being brought onto the premises.

2.7 You shall ensure that all delegates and other persons under your control comply with all Health and Safety and other rules, regulations and procedures of the College brought to your attention.

3 **VARIATIONS**

3.1 The College reserves the right, upon giving notice to you, to make reasonable alterations to the Facilities (including, without limitation, altering accommodation or catering arrangements or conference rooms) providing always that any such alterations shall not result in the provision of Facilities by the College being substantially different to that reasonably expected by you. However, the College shall be in no way liable to you in respect of any such reasonable alterations to the Facilities and such alterations shall not entitle you to terminate the Contract or to claim any damages or compensation from the College.

3.2 The College reserves the right without notice and forthwith to exclude from further attendance at any event and to exclude from the College premises any delegate whose behaviour is in the reasonable opinion of the College such as to cause a nuisance or

4 **FORCE MAJEURE**

4.1 In the event of the College being unable to provide the Facilities to you in accordance with the Contract (and being unable to provide reasonable alternative Facilities under Paragraph 3.2) due to circumstances or events beyond the College's reasonable control the College shall be entitled to cancel the Contract and shall refund to you any monies paid by you to the College under the Contract but the College shall not be liable to compensate you further or otherwise for such cancellation.

5 **TERMINATION**

5.1 Without prejudice to any other rights or remedies it may have, the College shall be entitled to terminate the Contract forthwith on written notice if any sum due to the College (including interest accrued under Section E of the Additional Terms) remains unpaid in full after its due date or if in the College's reasonable opinion you are unable to or may be unable to pay any sum due to the College on its due date.

5.2 Upon termination in accordance with Paragraph 5.1 you shall be deemed to have cancelled the Contract and the College shall be entitled to invoice you for the cancellation charges in accordance with the cancellation charges detailed in Section C the Additional Terms.

6 **MISCELLANEOUS**

6.1 If the whole or any part of any provision of the Contract is found by a court to be invalid or unenforceable then such provision or part of that provision shall be severed from the body of the Contract which shall continue to be valid and enforceable to the fullest extent permitted by the law.

6.2 Any failure or neglect by the College to enforce at any time any provision of the Contract shall not be construed as nor deemed to be a waiver of any of the College's rights under the Contract.

6.3 The Contract is personal to you and you may not assign or delegate the whole or any part of the benefit or burden of the Contract without the prior written consent of the College. If, with the College's consent, you appoint a subcontractor, you shall remain primarily liable to the College for any breach of the Contract by such subcontractor. The College shall be entitled to sub-contract any or all of its obligations under the Contract and to assign the Contract.

6.4 The Contract is not intended to confer a benefit on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise and no third party shall have any right to enforce any of the provisions of the Contract.

6.5 The headings in these terms are for convenience only and shall not affect interpretation.

7 **GOVERNING LAW & DISPUTES**

7.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract within 30 days by negotiations between senior officers of the parties who have the authority to settle that dispute or claim. If the matter is not so resolved within such 30 day period, either party may at its option submit the matter for resolution through a procedure such as mediation, conciliation or executive tribunal or other dispute resolution technique recommended to them by the Centre for Dispute Resolution in England or by such bodies as may replace it ("ADR Procedure").

7.2 If a party elects to submit to the ADR Procedure, the other party shall be obliged to submit to the ADR Procedure and both parties shall attempt in good faith to resolve the matter through the ADR Procedure. In such circumstances, neither party may resort to the jurisdiction of the courts under Paragraph 7.3 until the dispute or claim has been resolved pursuant to the ADR Procedure or until the person or tribunal in charge of the ADR Procedure notifies both parties in writing that in his, her or its opinion the matter is not capable of resolution through the ADR Procedure or is unlikely to be so resolved.

7.3 The Contract shall be governed by and construed in all respects in accordance with the laws of England and, subject to Paragraphs 7.1 and 7.2 the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute or claim arising out of or relating to the Contract provided that the College may apply for an injunction or other interim relief and enforce a judgment awarded it by the English courts in any court of competent jurisdiction.