

UNION OF CLARE STUDENTS

«EVENT NAME»

«EVENT DATE»

This agreement is made on «DATE» between

- (1) The Union Of Clare Students (“the UCS”)
- (2) «EVENT ORGANISER»

It is agreed as follows:

**1 Reservations**

- 1.1 The Event Organiser acknowledges and agrees that the terms and conditions contained in this Agreement apply to the event and that all other terms and conditions, representations and warranties (whether verbal or written) are expressly excluded unless agreed in writing by the College.
- 1.2 The contract between the parties will be formed upon the receipt by the College of a signed copy of this Agreement together with receipt of the deposit set out in clause 2.1.1 below. Non-payment of the deposit will be regarded as an unconfirmed booking which may be cancelled at any time by the College and access denied to the College facilities.

**2 Payment and Prices**

- 2.1 Payment by the Event Organiser to the College will be made as follows:
  - 2.1.1 After the event/conference the College will promptly invoice the Event Organiser for the balance of the total charge. The total charge shall be agreed by the UCS and the Event Organiser prior to the booking being made. It may include the charge levied for an additional porter, to be agreed with the Estates Manager.
  - 2.1.2 The Event Organiser will pay the balance of the final invoice within 14 days of the final invoice date.
- 2.2 The UCS shall also be entitled to charge costs in relation to enforcement of any rights under the contract, including without limitation all collection costs incurred by the UCS in collecting payments due.

**3 Cancellation by the UCS**

- 3.1 The UCS reserves the right to cancel the booking (without notice if, in the UCS’s reasonable opinion, it is right to do so) in the following circumstances:
  - 3.1.1 if the performance by the UCS of its obligation under this Agreement is prevented by any circumstances beyond its reasonable control (including without limitation: Acts of God; war; industrial strike; acts of terrorism; unavailability of the Facilities due to fire, other damage or other unforeseen circumstances); or

3.1.2 if in the reasonable opinion of the UCS the event or any aspect of it which might prejudice the reputation of the UCS.

#### **4 Cancellation by the Organiser**

4.1 The Organiser must promptly notify the UCS in writing of any cancellation or reduction in the numbers stated on the Booking Summary.

4.2 The Event Organiser must promptly provide the UCS in writing with all information requested by the College relating to the booking and must promptly notify the College in writing of any change in requirements to the booking.

#### **5 Intellectual Property**

5.1 The Event Organiser shall not use the name or logo of either the UCS on any of its advertising or marketing literature without the prior written consent of the UCS. The UCS must be provided with copies of any such material.

5.2 The Event Organiser shall not invite or allow access to any media organisation into the JCR without the UCS's prior written consent.

#### **6 Behaviour**

6.1 Smoking is not permitted in any of the College buildings or grounds including the JCR, except in designated smoking areas.

6.2 All guests must adhere to any Health and Safety policies drawn to the Event Organiser's attention by the UCS. The Event Organiser is responsible for registration and safe evacuation of all guests.

6.3 No notices or signs including decorations or posters are to be attached to the fabric of any of the College buildings.

6.4 Guests are not permitted to walk on the grass in any of the College courts.

6.5 Any necessary repairs arising from damage to or loss or breakage of College property will be charged to the event account, and payment shall be the responsibility of the Event Organiser.

6.6 The UCS reserves the right at any time to exclude from attendance at the event and from the College premises any guest whose behaviour is, in the reasonable opinion of the College, an unacceptable nuisance or annoyance to other guests of the event or to others on the College premises.

6.7 The Event Organiser (or their duly authorised representative) must remain present in the JCR throughout the duration of the event.

6.8 The Event Organiser, and its guests and visitors shall comply with all reasonable requests and instructions of the UCS and the College staff.

6.9 Food and/or drinks not purchased from the College are not permitted in the JCR.

#### **7 General**

7.1 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous agreements and understandings between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

7.2 Each party warrants to the other party that it has full power and authority to enter into this Agreement.

7.3 No person who is not party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

7.4 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

7.5 This Agreement shall be governed by and construed in accordance with English law and by entering into this Agreement each party irrevocably submits to the exclusive jurisdiction of the English Courts.

7.7 The Event Organiser may not assign its rights under this Agreement to any party without the prior written consent of the College.

7.8 No failure or delay on the part of the UCS to exercise any right or remedy available to it under this Agreement or otherwise shall operate as a waiver of that right.

7.9 The Event Organiser undertakes with the UCS not to undertake any activity which promotes terrorism or the promulgation of non-violent extremism and/or any activity in contravention of the College's *PREVENT* policy.

7.10 The Event Organiser will ensure that the subject matter of the event will not include views which people (whether they attend the event or not) may find controversial, offensive or distasteful.

## **8 Responsibilities of Event Organiser**

8.1 It is the responsibility of the Event Organiser, to read and understand the Health and Safety guidance notes and read and understand the College Rules regarding behaviour as set out in this contract. The Event Organiser is responsible for communicating these notes and rules to their staff, guests and delegates and ensures these rules are observed at all times while in College. The Event Organiser is the person responsible for evacuating and accounting for the group in the case of an emergency, therefore it is essential they familiarise themselves with the College's evacuation procedures.

For and on behalf of **Union of Clare Students**

Signature .....

Print name.....

Date .....

For and on behalf of «**Company**»

Signature .....

Print name.....

Date .....