



**TRINITY COLLEGE, OXFORD**  
**TERMS AND CONDITIONS OF BUSINESS**

These are the terms and conditions (**Conditions**) on which the College supplies Services to Clients.

Please read these Conditions carefully before submitting an Order to the College as these will form part of your agreement with the College. Please pay particular attention to Clauses 6 (Cancellation), 11 (The College's responsibility for loss or damage suffered by the customer if the customer is a consumer), 12 (Limitation of liability: for business clients), 13 (Termination), which set out the extent of the College's liability to you. Please note that certain parts of these Conditions apply differently, depending on whether you are a business or consumer.

By signing and returning these Conditions, the Client is placing an Order for Services in accordance with these Conditions. If the College accepts your Order then a binding legal agreement will come into effect.

**Signed:** \_\_\_\_\_  
**For and on behalf of the Client**

**Name:** \_\_\_\_\_  
**Position:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Date of event:** \_\_\_\_\_

**1. INTERPRETATION**

1.1. The following definitions and rules of interpretation apply in these Conditions.

Definitions:

Additional Charges	charges which will be incurred by the Client in addition to the charges set out in the Quote and/or agreed between the parties in writing;
Administrative Fee	has the meaning given in Clause 2.7;
Agent(s)	means Client's employees, agents, contractors and sub-contractors and any person or firm who is engaged by the Client to provide goods or services at the Event;
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Charges	the charges payable by the Client for the supply of the

	Services in accordance with Clause 7 (Charges and Payment);
College	The College of the Holy and Undivided Trinity in the University of Oxford of the Foundation of Sir Thomas Pope, a charity registered with the Charity Commission with charity number 1143755, also known as “Trinity College, Oxford” and whose registered office is at Trinity College, Broad Street, Oxford, OX1 3BH;
Commencement Date	Has the meaning given in Clause 2.5;
Conditions	these terms and conditions as amended from time to time in accordance with Clause 15.5;
Contract	the contract between the Client and the College for the supply of Services (of which these Conditions form part, together with any Quote, order confirmation or correspondence issued by the College);
Client Default	has the meaning set out in Clause 4.4;
Data Protection Legislation	means any law, statute, regulation, rule or other binding restriction regarding the protection of individuals with regards to the processing of their Personal Data to which a party is subject, (including the Data Protection Act 2018), together with any guidance or codes of practice issued by the Information Commissioner, as updated from time to time;
Data Processing Schedule	means the document titled “Data Processing Schedule” annexed to these Conditions;
Delegate	means an individual who attends or who is booked to attend all or part of an Event;
Deposit	a sum of money payable as a first instalment for the Services as set out in the Quote or otherwise notified to the Client by the College;
Event	means a conference, banquet, wedding, reception or any other Event intended to take place on the date or dates set out in the Quote or otherwise agreed between the parties and which is booked by the Client;
Facilities	the facilities to be provided by the College to the Client as set out in the Quote or otherwise notified to the Client by the College;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition,

	rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Normal Business Hours	08.00 to 16.00 local UK time on a Business Day;
Order	has the meaning given in 2.3;
Premises	means Trinity College, Broad Street, Oxford, OX1 3BH;
Quote	the College's written quote which details the services the College can provide to the Client;
Representative	has the meaning given in Clause 4.1.20;
Services	the services supplied by the College to the Client as set out in the Quote and/or agreed between the parties in writing;
Specification	the description or specification of the Services provided in writing by the College to the Client in the Quote or otherwise notified by the College to the Client in writing;
Venue	means the area or areas of the Premises which the College hires to the Client as part of the Services and which is set out in the Quote or otherwise notified to the Client by the College.

1.2. Interpretation:

- 1.2.1. Headings will not affect the interpretation of these Conditions.
- 1.2.2. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3. All other terms and conditions (whether express or implied) are excluded from the Contract and will not apply.
- 1.2.4. The terms "controller", "personal data", "data subject", "personal data breach" and "processor", shall have the meanings attributed to them in the Data Protection Legislation, and "Processing" and "Process" shall be construed accordingly.

## 2. BASIS OF CONTRACT

- 2.1. If a Client wishes to place an order for Services, it can do so by contacting the College at [conference@trinity.ox.ac.uk](mailto:conference@trinity.ox.ac.uk).
- 2.2. The College shall consider the Services which the Client wishes to order and provide to the Client a Quote and/or information in writing detailing the services which it can provide to the Client.
- 2.3. If the Client wishes to engage the College to provide the Services, the Client shall submit a signed copy of these Conditions to the College and this constitutes an offer by the Client to purchase the Services in accordance with these Conditions (**the "Order"**).
- 2.4. The College may decide whether or not to accept the Client's Order and provide the Services. If the College is unable to accept the Order, it will inform the Client of this in writing and will not charge the Client for the Services. This might be because of unexpected limits on the College's resources, because the reference the College has obtained from the Client does not meet the College's requirements or because the College has identified an error in the price or description of the Services.
- 2.5. The Order shall only be deemed to be accepted when the College issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**"Commencement Date"**).
- 2.6. In order to secure the booking of the Venue at the time and date as notified by the College to the Client in writing, the Client shall pay to the College a Deposit.
- 2.7. Following the College's acceptance of the Client's Order, the College will send to the Client an invoice in respect of the Deposit and the Client shall pay the invoice within 14 days of its date. If the Client fails to pay the Deposit within the required timeframe, the College shall have the right to cancel the booking of the Venue and terminate the Contract between the parties. In the event of cancellation of the booking by the Client or cancellation due to any breach of these Conditions by the Client, its Agents and/or Delegates the amount of £300 of the Deposit will be treated as an administrative fee covering the College's costs in relation to administration and processing of the booking (**"Administrative Fee"**) and the Administrative Fee will be non-refundable under any circumstances.
- 2.8. Any samples, drawings, descriptive matter or advertising issued by the College, and any descriptions or illustrations contained in the College's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.9. Any quotation given by the College shall not constitute an offer, and is only valid for a period of 10 Business Days from its date of issue.

## 3. SUPPLY OF SERVICES

- 3.1. The College shall supply the Services to the Client in accordance with the Specification in all material respects.
- 3.2. The College shall grant the Client, its Agents and Delegates access to the areas of the Premises, as notified by the College to the Client in writing.

- 3.3. The College shall grant the Client, its Agents and Delegates the right to use the Facilities as notified by the College to the Client in writing.
- 3.4. The College reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the College shall notify the Client in any such Event.
- 3.5. The College warrants to the Client that the Services will be provided using reasonable care and skill.
- 3.6. The College will only supply the Services as specified in the relevant Quote or otherwise notified to the Client by the College in writing.
- 3.7. The following provisions will apply, where applicable, unless agreed otherwise in writing between the parties:
  - 3.7.1. accommodation (whether standard or en-suite) is provided in single study/bedrooms. Twin or double rooms may be provided, subject to availability;
  - 3.7.2. bedrooms will be allocated by the College and no accommodation will be provided for persons under the age of eighteen, unless otherwise agreed between the parties in advance in writing;
  - 3.7.3. bedrooms are not available for occupation before 14.00 on the first day of an Event and must be vacated by 10.00 on the last day of the Event. Luggage may be left, at the owner's risk in an area designated by the College;
  - 3.7.4. all meals will be provided at the Premises. Most dietary requirements can be catered for but are not guaranteed. No food or drink other than that provided by the College may be consumed on the Premises. Delegates must attend meals on the agreed meal commencement times;
  - 3.7.5. the meals in the dining hall are provided for minimum of 50 Delegates. The College will charge the Client for minimum 50 Delegates even if fewer than 50 Delegates attend the meal in the dining hall. The maximum capacity for a meal in the dining hall is 150 Delegates.
- 3.8. If the Client requests any additional services to be provided by the College (such as changes to the number of Delegates, timings, menus), the College will attempt to provide such additional services and/or meet the Client's revised requirements but will be under no obligation to do so. Any additional services and revised requirements will be subject to Additional Charges.

#### **4. CUSTOMER'S OBLIGATIONS**

- 4.1. The Client shall:
  - 4.1.1. ensure that the terms of the Order are complete and accurate;
  - 4.1.2. ensure that any of its requests to the College to provide Services are complete and accurate;
  - 4.1.3. co-operate with the College in all matters relating to the Services;

- 4.1.4. provide the College with such information and materials as the College may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 4.1.5. provide the College with satisfactory references on request;
- 4.1.6. where applicable, at least fourteen (14) days prior to the first day of the Event as or otherwise agreed in writing by the college, provide the College with:
  - 4.1.6.1. a typed or printed list of the names of all Delegates in alphabetical order showing, where relevant, any special accommodation or dietary requirements, requests for adjacent rooms, arrival and departure dates and any other information the College needs to be aware of to provide the Services to the Client;
  - 4.1.6.2. a separate typed or printed notice of the number of Delegates requiring meals, including the number of Delegates requiring a special diet (failure to provide such notice will constitute a confirmation by the Client that it accepts full responsibility for making any special dietary arrangements);
  - 4.1.6.3. final drafts of programmes of the Event to permit amendments to be suggested;
  - 4.1.6.4. the full name of and mobile telephone contact details for the Representative, at which the Representative shall be contactable for the duration of the Event;
- 4.1.7. not affix anything to, attach or otherwise decorate any part or the whole of the Premises without the College's prior written approval;
- 4.1.8. not use sticky tape and blu-tak on the walls or furniture at the Premises;
- 4.1.9. not use party poppers, streamers, smoke machines and similar items which may set off fire alarms on the Premises;
- 4.1.10. on request by the College, pay for any damage, theft or loss to the College's property (including the Premises) which was caused by the Client, its Agents or Delegates;
- 4.1.11. comply with:
  - 4.1.11.1. all applicable licensing, statutory health and safety requirements and other laws and regulations;
  - 4.1.11.2. the terms of the College's "Public Entertainment Licence";
  - 4.1.11.3. the operational conditions as notified to the Client by the College in writing;
  - 4.1.11.4. Oxford University's "Code of Practice on Freedom of Speech"; and
  - 4.1.11.5. all instructions given by the College to the Client at the Event;
- 4.1.12. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 4.1.13. treat the Premises and/or the Services supplied by the College with care and respect and at all times respect the privacy of the College's residents;

- 4.1.14. only access the areas of the Premises as set out in the Quote or otherwise notified to the Client by the College and the Client shall not enter any other parts the Premises;
  - 4.1.15. not behave in a manner which puts others at risk or causes nuisance or annoyance;
  - 4.1.16. not to publish any promotional material in connection with the Event by any medium without the College's prior written consent;
  - 4.1.17. not to give or permit any exhibition, demonstration or performance of hypnotism at the Event;
  - 4.1.18. not engage any person or firm to provide any goods and/or services at the Event without prior written consent from the College;
  - 4.1.19. not supply any food, wines, spirits or other drinks at the Event without prior written consent from the College;
  - 4.1.20. before the commencement of the Event, appoint a Representative, who shall be the Client's primary contact with the College ("**Representative**"). In case of residential Event, where the Delegates will use the College's accommodation overnight, the Representative shall be a resident and shall be at the Premises throughout the Event. In case of non-residential Event, the Representative shall be present at the Premises and made available to the College during the Event;
  - 4.1.21. be responsible for the good behaviour of the Delegates;
  - 4.1.22. ensure that children are supervised at all times at the Premises and that no children are present at the Premises overnight unless otherwise agreed in advance between the parties;
  - 4.1.23. at the end of the Event, remove all Client property from the Premises and leave the Premises in a similar condition to that in which it was provided;
  - 4.1.24. not allow any press, TV, film, radio and/or other media organisations at the Event without the prior written consent of the College (the consent not to be unreasonably withheld) and the parties agree that any such involvement or attendance may incur Additional Charges which will be agreed between the parties;
  - 4.1.25. be responsible for advising Delegates and Agents of the nearest fire exits;
  - 4.1.26. not smoke in College buildings, covered areas and entrances to buildings. The Client shall only be allowed to smoke in the areas as specified by the College and shall ensure that its Agents and Delegates comply with all smoking instructions.
  - 4.1.27. comply with any additional obligations as set out in the Quote or as notified to the Client by the College in writing.
- 4.2. The Client undertakes to the College:
- 4.2.1. that it shall not undertake any activity (and shall procure its Delegates and Agents not to undertake any activity) that may bring the College or Oxford University into disrepute;

- 4.2.2. not to make use of the College's name, logos, crest, coat of arms or insignia or those of Oxford University except with written consent, which the College may give or withhold at its sole discretion;
  - 4.2.3. not to hold itself out as part of, connected with or an agent or representative of either the College or Oxford University;
  - 4.2.4. to ensure that all electronic and written materials connected with or referring to the Event (including online materials) carry the following legend, with the same typeface as the bulk of the surrounding material: "[Client/Name of Organisation] is an organisation which contracts with Trinity College for the use of facilities, but which has no formal connection with the University of Oxford".
- 4.3. The Client's obligations under this Clause 4 shall be construed, where applicable, to include an obligation on the Client to procure the Client's Agents, Delegates and any relevant third party to meet the Client's obligations in this Clause 4.
- 4.4. If the College's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):
- 4.4.1. without limiting or affecting any other right or remedy available to it, the College shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the College's performance of any of its obligations;
  - 4.4.2. the College shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the College's failure or delay to perform any of its obligations as set out in this Clause 4.4; and
  - 4.4.3. the Client shall reimburse the College on written demand for any costs or losses sustained or incurred by the College arising directly or indirectly from the Client Default.

## 5. **ACKNOWLEDGEMENTS**

- 5.1. The Client acknowledges that there is **no parking** available at the College for the Client, its Agents and Delegates.
- 5.2. The Client acknowledges and accepts that the College has the right at any time to refuse admission at and exclude from the Event and the Premises any person, Delegate or the Client's Agent whose behaviour is, in the College's reasonable opinion, an unacceptable nuisance or annoyance to other Delegates or to others on the College's Premises. There will be no refund or reduction in Charges in relation to any such exclusion.

## 6. **CANCELLATION**

- 6.1. The Client may cancel the Contract, without incurring any Charges, save for the Administrative Fee which is non-refundable, provided that it does so no later than 12 weeks before the date on which the Event is due to start.



- 6.2. The Client may cancel the Contract at any time prior to the Event by notifying the College in writing, subject to the payment of cancellation Charges if the cancellation is within 12 weeks of the Event.
- 6.3. If the Client cancels the Contract with less than 12 weeks' notice before the first day of the Event, the cancellation Charges will apply as follows:
  - 6.3.1. if the Client gives the College between 8 and 12 weeks' notice the cancellation fee will be 25% of the total Charges
  - 6.3.2. if the Client gives the College between 4 and 8 weeks' notice the cancellation fee will be 50% of the total Charges
  - 6.3.3. if the Client gives the College between 1 and 4 weeks' notice the cancellation fee will be 75% of the total Charges
  - 6.3.4. if the Client gives the College under 1 weeks' notice, the cancellation fee will be 100% of the total Charges.
- 6.4. The Client does not have the right to a cooling-off period as the Contract is for the supply of accommodation, catering and/or services related to leisure activities and provides for a specific date or period of performance.

## **7. CHARGES AND PAYMENT**

- 7.1. The Client shall pay the Charges in accordance with these Conditions. The Charges shall be set out in the Quote or otherwise notified to the Client by the College.
- 7.2. The Charges as notified by the College to the Client can fluctuate and will only be guaranteed for 6 months from the date of the Quote.
- 7.3. The Charges are exclusive of VAT which shall be payable in addition to the Charges at the prevailing rate.
- 7.4. The Client shall pay each invoice submitted by the College:
  - 7.4.1. within 14 days of the date of the invoice; and
  - 7.4.2. in full and in cleared funds to a bank account nominated in writing by the College or by cheque made payable to "Trinity College, Oxford", andtime for payment shall be of the essence of the Contract.
- 7.5. Multiple cheques for settlement of invoices are only acceptable if prior approval of the College is obtained at the time of the Order.
- 7.6. If the Client fails to make a payment due to the College under the Contract by the due date, then, without limiting the College's remedies under Clause 13, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 7.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 7.7. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the College.
- 8.2. The Client grants the College a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to the College for the term of the Contract for the purpose of providing the Services to the Client.

## **9. DATA PROTECTION**

- 9.1. In the event that the College processes personal data about or on behalf of the Client, then the terms of this Clause shall apply.
- 9.2. The parties acknowledge that for the purposes of the Data Protection Legislation:
  - 9.2.1. Where the Client is a consumer, the College is the data controller and the Client is a data subject; or
  - 9.2.2. Where the Client is not a consumer, the Client is the controller and the College is the processor.
- 9.3. Both the College and (where clause 9.2.2 above applies) the Client shall comply with their respective obligations under the Data Protection Legislation.
- 9.4. The personal data set out in the Data Processing Schedule shall be shared between the parties.
- 9.5. Where Clause 9.2.2 applies, the College shall, in relation to any personal data processed in connection with the performance by the College of its obligations under a Contract:
  - 9.5.1. process that personal data only on the instructions of the Client, unless the College is required by applicable law to otherwise process that personal data;
  - 9.5.2. 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;
  - 9.5.3. ensure that all personnel who have access to and/or process personal data are obliged to keep it confidential;
  - 9.5.4. not transfer any personal data outside of the European Economic Area unless the College complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - 9.5.5. assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 9.5.6. notify the Client without undue delay on becoming aware of a personal data breach;
  - 9.5.7. at the written direction of the Client, delete or return personal data and copies thereof to the Client at the end of a Contract unless required by applicable law to store it; and

- 9.5.8. maintain complete and accurate records and information to demonstrate its compliance with this Clause 9 and allow for audits by the Client or the Client's designated auditor and immediately inform the Client if, in the opinion of the College, an instruction infringes the Data Protection Legislation.
- 9.6. The Client consents to the College appointing third party processors of personal data in accordance with these terms. The College confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 9, which the College shall ensure reflects and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and the College, the College shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 9.6.

## **10. INDEMINTY AND INSURANCE**

- 10.1. The Client shall indemnify the College and Oxford University against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses including legal costs and other reasonable professional costs and expenses) suffered or incurred by the College and/or Oxford University arising out of or in connection with:
- 10.1.1. any breach by the Client of any term of the Contract;
  - 10.1.2. the acts or omissions of the Client or any Client's Agent or Delegate;
  - 10.1.3. any claim made against the College for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Event;
  - 10.1.4. the use of the College's or Oxford University's IT and network facilities by persons who gain access to those facilities as a result of the Client's or any of the Delegates' or the Client's Agents' acts or omissions;
  - 10.1.5. any claim made against the College in relation to termination of the Contract in accordance with Clause 13; and
  - 10.1.6. any claim made against the College as a result of any breach by the Client of any term of the Contract or as a result of the Client's acts or omissions or those of any Client's Agent or Delegate.
- 10.2. The Client shall indemnify the College and Oxford University against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses including legal costs and other reasonable professional costs and expenses) suffered or incurred by the College and/or Oxford University arising out of or in connection with any loss of, theft of or damage to, the College's Premises and property (including rooms, grounds, furnishings, utensils and equipment).
- 10.3. The Client shall maintain such insurances as are appropriate having regard to its obligations under the Contract and in particular public liability insurance for a minimum cover of £5 million per claim with an insurer acceptable to the College. The Client shall produce a copy of such insurance policies and renewal premium receipt on request.

**11. THE COLLEGE'S RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY THE CUSTOMER IF THE CUSTOMER IS A CONSUMER**

- 11.1. **The College is responsible to the Client for foreseeable loss and damage caused by the College.** If the College fails to comply with these Conditions, the College is responsible for loss or damage the Client suffers that is a foreseeable result of the College's breaking this contract or its failing to use reasonable care and skill, but the College is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Client and the College knew it might happen, for example, if the Client discussed it with the College during the sales process.
- 11.2. **The College does not exclude or limit in any way its liability to the Client where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of the College's employees, Agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Client's legal rights in relation to the Services including the right to receive Services which are supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.
- 11.3. **The College is not liable for business losses.** If the Client is a consumer the College only supplies the Services to the Client for domestic and private use. If the Client uses the Services for any commercial, business or re-sale purpose the College's liability to the Client will be limited as set out in Clause 12.

**12. LIMITATION OF LIABILITY: FOR BUSINESS CLIENTS. THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

- 12.1. **Losses which are not excluded:** Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 12.1.1. death or personal injury caused by negligence;
  - 12.1.2. fraud or fraudulent misrepresentation; and
  - 12.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.2. **Limitation of losses:** Subject to the rest of this Clause 12, in no circumstances shall the College's liability to the Client of any nature arising out of or in connection with this Contract exceed 150% of the value of all invoices paid by the Client under this Contract.
- 12.3. **Excluded losses:** Subject to Clause 12.1, the College shall have no liability for any indirect or consequential losses, or for any of the following types of loss or damage (whether direct or indirect):
- 12.3.1. loss of profits;
  - 12.3.2. loss of sales or business;
  - 12.3.3. loss of agreements or contracts;
  - 12.3.4. loss of anticipated savings;
  - 12.3.5. loss of or damage to goodwill;

- 12.3.6. loss of or damage to property owned or hired by the Client, its Agents or Delegates;
  - 12.3.7. loss of revenue;
  - 12.3.8. any loss arising out of or in connection with a breach of the Contract by the Client;
  - 12.3.9. any loss in connection with any non-performance or delay in performance of the Contract which is wholly or partially attributable to the acts or omissions of any of the Client, the Client's Agents or Delegates or a third party not connected with the provision of the Services.
- 12.4. **Excluded terms:** Subject to Clause 12.1, all conditions, warranties, terms, representations and undertakings, express or implied (whether they are implied by statute, common law or in any other way) not expressly set out in these Conditions are excluded to the fullest extent permitted by law.
- 12.5. **Responsibility:** The College does not assume any form of general responsibility or duty of care for: (a) any aspect of the Client's IT systems; (b) any property that the Client or its Agents or Delegates bring onto the Premises.
- 12.6. This Clause 12 shall survive termination of the Contract.

### 13. TERMINATION

- 13.1. Without affecting any other right or remedy available to it, the Client may terminate the Contract as per Clause 6 (Cancellation).
- 13.2. Without affecting any other right or remedy available to it, the Client may terminate the Contract:
- 13.2.1. Where the College has told the Client about an error in the price or description of the Services and the Client does not wish to proceed;
  - 13.2.2. The risk is that the supply of the Services may be significantly delayed because of Events outside the College's control;
- 13.3. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.3.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
  - 13.3.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- 13.3.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 13.3.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 13.4. Without affecting any other right or remedy available to it, the College may terminate the Contract with immediate effect by giving written notice to the Client if:
  - 13.4.1. the Client fails to pay any amount due under the Contract on the due date for payment;
  - 13.4.2. there is a change of control of the Client;
  - 13.4.3. the Client fails to provide references which comply with the College's required standards;
  - 13.4.4. the College receives new information about the Client, any of its Agents or Delegates which, at the College's sole opinion: (i) may bring the College or Oxford University into disrepute or (ii) may put others at risk or cause nuisance to the College.
- 13.5. Without affecting any other right or remedy available to it, the College may suspend the supply of Services under the Contract or any other contract between the Client and the College if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the Events listed in Clause 13.3.2 to Clause 13.3.4 or the College reasonably believes that the Client is about to become subject to any of them.

#### **14. CONSEQUENCES OF TERMINATION**

- 14.1. On termination of the Contract the Client shall immediately pay to the College all of the College's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the College shall submit an invoice, which shall be payable by the Client immediately on receipt.
- 14.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 14.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

#### **15. GENERAL**

- 15.1. **The College is not responsible for delays outside its control.** If the College's supply of the Services is delayed by an Event outside its control, then the College will contact the Client as soon as possible to let the Client know and the College will take steps to minimise

the effect of the delay. Provided the College does this it will not be liable for delays caused by the Event, but if there is a risk of substantial delay, the Client may contact the College to end the Contract and receive a refund for any Services it has paid for but not received.

15.2. **Assignment and other dealings.**

15.2.1. The College may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

15.2.2. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

15.3. **Confidentiality.**

15.3.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 15.3.2.

15.3.2. Each party may disclose the other party's confidential information:

15.3.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 15.3; and

15.3.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

15.4. **Entire agreement.**

15.4.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.4.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

15.4.3. Nothing in this clause shall limit or exclude any liability for fraud.

15.5. **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.6. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or

delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 15.7. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.8. **Notices.** Any notice under this Agreement shall be in writing by one of the following methods (and by the following deemed dates of receipt):
- 15.8.1. by hand: when delivered (or, if delivered outside Normal Business Hours, at 09:00 on the next Business Day);
  - 15.8.2. by first-class post or recorded delivery: on the second Business Day after posting; and
  - 15.8.3. by email: when received (or, if received outside Normal Business Hours, at 09:00 on the next Business Day).
- 15.9. **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract save as the parties to this Contract intend that Oxford University will be able to enforce Clauses 4.2 and 10 as if Oxford University were a party to it.
- 15.10. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 15.11. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.