

## EVENT MANAGEMENT TERMS AND CONDITIONS

This Contract (as defined below) sets out the terms and conditions under which we will provide the Service (as defined below) to you.

By "you" or "your" we mean the "Client" as defined below.

By "us" and "we" we mean Edinburgh First, being the trading name of UoE Accommodation Limited (UOEAL), a wholly-owned subsidiary of the University of Edinburgh registered in Scotland under Company number SC155192 and having its registered office at Charles Stewart House, University of Edinburgh, 9 – 16 Chambers Street, Edinburgh, EH1 1HT ("Edinburgh First").

### Meaning of Terms

In this Contract (unless the Contract otherwise requires), the following words shall have the following meanings:

**Booking** - means the request and confirmation of the Service.

**Booking Contract** - means the Booking Contract signed by the parties which sets out specific details of the booking of Service by the Client.

**Client** means any natural person, corporate or unincorporated body (whether or not having separate legal personality) contracting for the use of the Service.

**Commencement Date** - The Contract shall come into effect upon receipt by Edinburgh First of a signed contract from the Client or on the first date on which Edinburgh First provides the Service, whichever is the earlier.

**Conditions** means these terms and conditions, as amended from time to time by Edinburgh First.

**Contract** - means these Conditions and the Booking Contract.

**Delegate** means any person including speakers, exhibitors or partners attending all or part of the Event for which this Service is being provided.

**Event** means the occasion for which the Service is required.

**Minimum Guaranteed Number** means the number of delegates anticipated to register using the Service as specified by the Client in the Booking Contract.

**Price** means the price specified in the Booking Contract.

**Revenue** means the Revenue anticipated by Edinburgh First in respect of the Delegate fees.

**Service** means the services as provided by Edinburgh First as set out in the Booking Contract.

**Website** means the website to be hosted and provided by Edinburgh First as part of the Service and as more particularly described in the Booking Contract.

1. In this Contract the following rules apply:
  - a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under the statute or statutory provision, as amended or re-enacted;
  - b) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
  - c) a reference to "writing" or "written" includes faxes and emails.

### Booking

2. The Booking constitutes an offer by the Client to purchase the Service in accordance with these Conditions. The Client shall ensure that the terms and specifications in the Booking are complete and accurate.
3. For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with, or referred to in the Booking shall not govern the Contract and these Conditions shall prevail over any other conditions previously published by Edinburgh First in respect of the Service and these Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
4. The Contract shall come into effect upon receipt by Edinburgh First of a signed contract from the Client or on the first date on which Edinburgh First provides the Service, whichever is the earlier (the Commencement Date). Notwithstanding the foregoing, Edinburgh First reserves the right to refuse to supply the Service until such time as it has received a signed contract from the Client.

### Service

5. Edinburgh First shall use reasonable endeavours to supply the Service from the Commencement Date.
6. The Service shall be directed by the event manager or such other suitably qualified person appointed by Edinburgh First.
7. Edinburgh First reserves the right to make changes to the Service which are necessary to comply with any applicable laws or safety requirements. Edinburgh First will notify the Client of any changes to the Service.
8. Edinburgh First will provide administrative assistance with the management of the Event budget and shall provide the client with profit and loss reports. However, notwithstanding the foregoing, the Client will be solely responsible for the overall management of the budget associated with the Event and shall be solely responsible for any loss incurred.
9. If Edinburgh First is required to provide a Website under this Contract, the Website will remain live for a period of six months after the date of the Event. The Client will be solely responsible for the content of the Website and the Abstract uploaded by the Client and/or Delegates (the "Abstract") and any postings on or use of the Website by the Client and or any third parties and/or Delegates, and shall indemnify the University in respect of any loss or claims resulting from the content of the Website and/or the Abstract

### Delegate numbers

10. The Client shall confirm the Minimum Guaranteed Number at the Commencement Date. If the number of Delegates is less than the Minimum Guaranteed Number then a cancellation charge will apply as set out in clause 27. If the final number of Delegates increases over those previously communicated to the event manager, the Client will be charged accordingly.
11. The Minimum Guaranteed Number may be adjusted by the Client provided that such adjustment is communicated to and accepted by Edinburgh First in writing. However, any reduction in numbers will remain subject to Edinburgh First's cancellation policy as set out in clauses 24 to 28, subject only to the provisions of clause 27. Any increase in Delegate numbers may result in an increase in the Price.

### Client's obligations

12. The Client shall:
  - a) co-operate with Edinburgh First in all matters relating to the Service;
  - b) provide, in a timely manner, such data and other information as Edinburgh First may require for the provision of the Service, and ensure that it is accurate in all material aspects;
  - c) provide content and materials for inclusion on the Website and in the Abstract as requested by Edinburgh First and ensure that Edinburgh First and the Client have the right to use all intellectual property rights associated with the relevant content and materials.
13. The Client shall not use the names, logos or any details of Edinburgh First or the University of Edinburgh for any matter.

### Charges

14. In consideration of the provision of the Service, the Client hereby agrees to pay the Price to Edinburgh First together with any VAT eligible in respect thereof at the prevailing rate at the tax point date.
15. Edinburgh First has the right to adjust the Price in the case that any additional services are requested by the Client after the Commencement Date, including but not limited to an increase in Delegates.
16. Written notification of any Price changes will be made by Edinburgh First to the Client as soon as possible.

#### **Additional Charges and Payments to Third Parties**

17. The Price is a service and management charge and expressly excludes any postage charges and any other ancillary expenses reasonably and properly incurred by Edinburgh First in connection with the Service.
18. Edinburgh First shall obtain the Client's written approval before incurring any expenses, material or services exceeding an amount specified by the Client and included in the Booking Contract.
19. If Edinburgh First requires to sub-contract the provision of any part of the Service, it shall issue a written confirmation to the Client for the Client's approval and Edinburgh First shall have the right, acting as an agent of the Client, to bind the Client contractually to all approved sub-contractors.
20. As Edinburgh First is acting as an agent in relation to the provision of the Service, it will not be liable to any third party suppliers for payment.
21. Any expenses incurred under clause 17 or 18 shall be invoiced by Edinburgh First.
22. Notwithstanding the terms of clause 21, Edinburgh First can make payments to third party suppliers and/or sub-contractors on behalf of the Client. Edinburgh First can, at its sole discretion, set off the Revenue against any payments made by it to third parties. In the event that the Revenue actually received by Edinburgh First does not exceed the sums paid by it to third parties, Edinburgh First shall invoice the client for any sums not covered in accordance with clause 21.
23. If for any reason, the Event is cancelled or postponed, the Client shall be liable for all payments made or due to third parties under the terms of this Contract and shall indemnify Edinburgh First in relation to the same, provided that Edinburgh First uses reasonable endeavours to mitigate any such costs.

#### **Cancellation/reduction**

By Edinburgh First:

24. Edinburgh First reserves the right to cancel the Service (or any part thereof) if:
  - a) the Client breaches any of its duties or obligations under the Contract;
  - b) in the opinion of Edinburgh First, the Client has requested a significant change of the Contract or Service; including but not limited to a request to reduce the Minimum Guaranteed Numbers;
  - c) an administrator is appointed to the Client or in the event of the liquidation or receivership of the Client;
  - d) Edinburgh First is not satisfied with the Client's credit status;
  - e) in the opinion of Edinburgh First, the Event might prejudice the reputation of Edinburgh First or the University of Edinburgh; or
  - f) Edinburgh First is requested to cancel the Event by order of any government or other public authority.

By the Client:

25. The Booking will be considered 'cancelled' by Edinburgh First when a Client, by written notification to the event manager, cancels or postpones the entire Booking.
26. In the event of termination of the Contract for any reason, Edinburgh First shall have the right to impose a cancellation charge which shall be calculated as detailed in clause 27 below.
27. In the event of cancellation, Edinburgh First shall have the right to impose a cancellation charge which shall be calculated as detailed below:
  - a) if cancelled 180-120 days prior to the first day of the Event, the cancellation charge shall be 10% of the Price;
  - b) if cancelled 120-90 days prior to the first day of the Event, the cancellation charge shall be 25% of the Price;
  - c) if cancelled 90-60 days prior to the first day of the Event, the cancellation charge shall be 50% of the Price;
  - d) if cancelled 60-30 days prior to the first day of the Event, the cancellation charge shall be 75% of the Price; and
  - e) if cancelled less than 30 days prior to the first day of the Event, the cancellation charge shall be 100% of the Price.
28. On termination of this Contract for any reason, the Client shall immediately pay to Edinburgh First all of Edinburgh First cancellation charges as provided for in clause 27, less any amounts already paid.

#### **Deposit**

29. A non-refundable deposit of 20% of the Price is payable upon the Commencement Date.
30. Further deposits may be required depending on the number of Delegates and/or the value of any additional services the Client requests Edinburgh First to book and/or contract on their behalf.

#### **Payment terms for the Service**

31. For all bookings by Clients who are part of the University of Edinburgh:
  - a) the Client shall, within 14 days of the date of the relevant invoice or request for payment, pass for payment, in pounds sterling, all monies due under the Contract.
  - b) the Client shall notify Edinburgh First of any disputed amounts within 5 working days of the date of the invoice or request for payment and the Client shall pay the undisputed amount within 14 days of the date of the invoice. The disputed amount alone may be withheld until the dispute is resolved.
  - c) all payments by the Client to Edinburgh First shall be made without deduction or set off.
32. For all other bookings:
  - a) the Client shall make all payments due under the Contract in pounds sterling and within 14 days of the date of the relevant invoice or request for payment.
  - b) if the Client fails to pay any amount due under the Contract on the due date, Edinburgh First may charge interest at an annual rate of 3% above the base rate for the time being of Royal Bank of Scotland plc for the period from the due date up to and including the date of receipt.
  - c) the Client shall notify Edinburgh First of any disputed amounts within 5 working days of the date of the invoice or request for payment and the Client shall pay the undisputed amount within 14 days of the date of the invoice; the disputed amount alone may be withheld until the dispute is resolved.
  - d) all payments by the Client to Edinburgh First shall be made without deduction or set off.

#### **Payment terms for Delegates**

33. Payment must be made in full by the Delegate for the Delegate's registration to be confirmed. There are two payment options:
34. Payment option one: on-line by card;
  - a) delegates paying on-line using a card will receive confirmation of their transaction from the payment provider.
  - b) following payment, an invoice will be issued by Edinburgh First on behalf of the Client.
  - c) if the Client is VAT registered, this will be a VAT invoice.
35. Payment option two: via an invoice request;
  - a) during the on-line registration process, the Delegate can request the payment option "request an invoice".
  - b) the Delegate will complete their company billing details, including the invoice contact, at this stage.
  - c) an invoice will be issued by Edinburgh First on behalf of the Client, and sent to the booker or booker/delegate
  - d) if the Client is VAT registered, this will be a VAT invoice.
  - e) a receipt will be issued on behalf of the Client by Edinburgh First following payment.
36. Within two weeks of the start date of any event, there will no longer be the option to pay by invoice. The registration must either be closed by this date or the delegates will be only offered the option to pay online at the time of booking
37. Any unpaid invoices will be chased by the administrator four times:
  - a) for delegates who register more than 3 months before the start date of the event, there will be four chases that will be completed a month before the start of the event.
  - b) for delegates who register less than 3 months before the start date of the event, there will be four chases that will be completed before the date of the event.
  - c) the first payment chase will be a generic e-mail, the second a personalised e-mail, the third a telephone call, and the fourth will be a final e-mail advising that their registration may be cancelled.
  - d) the wording of the debt chasing e-mails will be approved by the Client
  - e) this will be confirmed in all delegate terms and conditions. The Client cannot adjust the payment chasing dates.
38. Edinburgh First will inform the Client of any unpaid invoices and agree with the Client whether the provisional registration is to be cancelled.
39. After the four debt chases the outstanding debt will be passed back to the Client
40. If cancelled, Edinburgh First, on behalf of the Client, will send an email to the Delegate to confirm the Delegate's place has been cancelled.
41. The Client's account will be closed (including disbursement of final monies) 30 days after the date of their event.

#### **Delegate cancellation and refunds**

42. The Client is responsible for setting and agreeing communication by Edinburgh First of the delegate terms and conditions specific to the Event.
43. If a Delegate alters their booking or cancels any element of their booking, resulting in a full or part refund, Edinburgh First will issue the refund by cheque on behalf of the Client.
44. Individual registration cancellations or individual registration substitutions will be subject to an administration charge per cancellation or substitution as defined in the Booking Contract.
45. The Client agrees to reimburse Edinburgh First for the refund made to the delegates as per clause 43 and administration charge as per clause 44.

#### **Financial**

46. Edinburgh First will:
  - a) provide a separate area within the UOEAL bank account.
  - b) receive and deposit Revenue in connection with the Event.
  - c) provide regular management reports as agreed with the Client.
  - d) provide stage payments to the Client as required and agreed in the Client Payment Information.
  - e) deliver the remaining funds to the Client within a period after the event end date, as defined in the Booking Contract.

#### **Information/Data**

47. Information and data belonging to the Client and used by Edinburgh First for delegate registration purposes will remain the sole property of the Client. Except with the express written permission of the Client or if required by law or regulation, Edinburgh First will not disclose or use this information for any purpose other than those associated with the Service.
48. Edinburgh First undertakes to maintain database management procedures in compliance with the Data Protection Act 1998 (the "DPA").
49. The Client warrants that it has notified with the Information Commissioner as a data controller (as defined in the DPA) if it is legally required to do so and shall ensure that it is compliant with the terms of the DPA and has sufficient authority to pass any data to Edinburgh First.

#### **Intellectual Property Rights**

50. As between the Client and Edinburgh First, all intellectual property rights and all other rights in and/or resulting from the provision of the Service shall be owned by Edinburgh First. Edinburgh First licenses all such rights to the Client on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Service. If this Contract is terminated, this licence will automatically terminate.
51. Any intellectual property rights developed prior to or out with the scope of this Contract shall remain the property of the party that introduced the same and they will grant to the other party, a non-exclusive, royalty free licence to use the same for the purpose of fulfilling their obligations under the Contract.
52. If the Client provides any logos, trade marks, copyright or any materials ("Client IP") to Edinburgh First for the Website the Abstract or for the purpose of delivering the Service, Edinburgh First shall have a licence to use the intellectual property rights in any such Client IP for the purpose of delivering the Service only.
53. The Client warrants that it has sufficient rights in the Client IP to licence it to Edinburgh First under this Contract and will indemnify Edinburgh First against any and all loss incurred as a result of the use of such Client IP.

#### **Confidentiality**

54. The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by Edinburgh First, its employees, agents, consultants or subcontractors and any other confidential information concerning Edinburgh First's business or its products which the Client may obtain.
55. The Client may disclose such information:
  - a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under this Contract; and
  - b) as may be required by law, court order or any governmental or regulatory authority.
56. The Client shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with clauses 54 to 57.
57. The Client shall not use any such information for any purpose other than to perform its obligations under this Contract.

#### **Liability – please read carefully**

58. Subject to clause 60, the entire liability of Edinburgh First in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited to an amount equal to the Price.
59. Subject to clause 60, the liability of Edinburgh First in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, will not extend to any special, indirect or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Client has advised Edinburgh First of the possibility of those losses, or if they were within Edinburgh First's contemplation.
60. Nothing in these conditions shall operate to exclude or restrict either party's liability for:
  - a) death or personal injury resulting from negligence.
  - b) fraud or deceit.
61. The Client shall indemnify, keep indemnified and hold Edinburgh First harmless from and against all claims, actions, damages, liabilities and costs (including professional fees) which may be brought against or incurred or suffered by Edinburgh First, its employees or agents in connection with the Service which arise as a result of or due to the actions, omissions, or negligence of the Client, its employees or agents or others whom it is responsible, or any Delegate.
62. Edinburgh First will have no liability to the Client and/or the Delegate when they are not at Edinburgh First premises, even if any such liability is incurred at a location which Edinburgh First has organised an alternative venue for delivery of the Event and/or organised as part of the relevant social programme as part of the delivery of the Service as specified in the Booking Contract.
63. Edinburgh First gives notice that all arrangements for transport and conveyance, or for any other services, are made by them as agents, upon the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity howsoever caused which might occur due to the act, omission fault or negligence of any suppliers or subcontractors engaged in carrying out contracted arrangements for the Client.
64. The Client shall effect and maintain adequate insurance cover (including professional indemnity insurance and event and public liability insurance) to cover all liabilities under the Contract, with a reputable insurer approved by Edinburgh First and shall, on Edinburgh First's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

#### **General**

65. The Client shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
66. 'Force Majeure' means any circumstance beyond the control of Edinburgh First including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, failure of energy sources or transport network, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs, or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power, non-performance or delays by suppliers or materials shortages.
67. Edinburgh First shall not be liable to the other of loss or damages arising from prevention or delay in performance of this Contract where same is a result of Force Majeure. For the avoidance of doubt, nothing shall excuse the Client from any payment obligations under the Contract.
68. If Edinburgh First is prevented or hindered from hosting the event by a Force Majeure event, Edinburgh First may, at its sole option and without being liable for any loss or damage suffered by the Client or Delegates, relocate the event to another location or terminate the Contract forthwith by giving notice to that effect to the Client.
69. The benefit of this Contract may not be assigned by the Client without the prior written consent of Edinburgh First.
70. This Contract and any document referred to herein represent the whole understanding of the parties with regard to the subject matter hereof. Each and every provision in this Contract shall be read (where possible) as entirely independent and severable from the other or others. In all cases where a provision of this Contract is reducible, invalid or

unenforceable in terms of any legislation or other legal authority, such provision shall not affect the validity of the remaining portion of this Contract which shall remain in force and effect.

- 71. No variation or alteration of any of these Terms and Conditions shall be effective unless it is in writing and signed by or on behalf of each party.
- 72. Scottish law shall govern this Contract and the parties to this Contract submit to the exclusive jurisdiction of the Scottish courts.

**Signed by Client:** .....

**Date:** .....