

The University of Strathclyde

Terms & Conditions Governing Hire and Use of University Premises

1. The Agreement

- 1.1 These Conditions of Hire and Use ("the **Conditions**") shall be read and construed in accordance with the Booking Contract to which these Conditions are annexed.
- 1.2 The Agreement shall be governed solely by the Booking Contract and Conditions herein and shall constitute the whole agreement between the University and the Hirer.
- 1.3 In the event of any conflict between the Conditions and the Booking Contract, the Booking Contract shall prevail.

2. Definitions

In these Conditions, unless the context otherwise requires:

Agreement means the University's acceptance as described in Clause 5.1, the Booking Contract and the Conditions. Where any conflict arises between the documents, precedence for the purpose of interpretation shall be given in accordance with the order listed.

Associated Services means all additional services provided by the University in connection with the Event including but not limited to Catering Services (which are set out in the Booking Contract).

Booking means the details as noted in the Agreement, specifying the date, duration and use of the Premises together with any requirement for Associated Services.

Booking Contract means the record of the Hirer's application for the hire of the Facilities in a form acceptable to the University.

Event means the performance, exhibition, conference, function or other event which is the subject of the Agreement.

Facilities mean the Premises and Associated Services provided by the University in satisfaction of the Agreement.

Guest(s) means any and all persons in attendance at the Event.

Hirer means the person(s) and/or company identified as such in the Booking Contract.

Premises means meeting rooms, conference rooms, function rooms and break out spaces located in the Ramshorn as detailed in the Agreement.

University means the University of Strathclyde acting through Scotland's National Centre for Languages and the Confucius Institute for Scotland Schools.

University Staff means the staff nominated by the University of Strathclyde to be present at the Event and in which the University has vested its authority.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

3. Hire of Premises

- 3.1 The University's policy for the hire of the Premises is guided by the terms of its Charter and Statutes and by its Equality and Diversity Policy, which commits the University to providing equality of opportunity for all, irrespective of their protected characteristics, including but not limited to:

The place of useful learning

- age;
 - disability;
 - ethnicity (including race, colour and nationality and Caste);
 - gender;
 - gender reassignment;
 - religion or belief;
 - sexual orientation;
 - marriage and civil partnership; and
 - pregnancy and maternity.
- 3.2 The University permits the Hirer to have use of the Premises specified in the Agreement for the period, use and during the hours, specified in the Agreement for the purpose of the Event.
- 3.3 Notwithstanding the permission granted in Clause 3.2, the University reserves the right, exercisable at its entire discretion, to refuse admission to or to exclude or eject from the Premises to any particular Guest or Guests in the interests of security and/or good management (including for the avoidance of doubt any person engaged to provide entertainment or any other duties at the Event).
- 3.4 The University may decline hire requests for any reason at any time prior to conclusion of the Agreement.
- 3.5 The Hirer accepts that the Premises which are made available in accordance with the Agreement are in all respects fit for the purpose for which they are required. No warranty whatsoever is provided by the University that any Premises are authorised by statute for any specific purpose.
- 3.6 The University requires that all catering on the Premises be undertaken by the University's catering services provider. The Hirer shall accordingly ensure that no food or drink is taken onto the Premises (by the Hirer or by any Guest) without the prior written consent of the University.
- 3.7 As a general rule, the University cannot provide car parking during normal business hours. Permission to park is by prior arrangement. The University does not accept liability for any loss or damage to vehicles or contents whilst parked in any University car park.
- 3.8 The University will require a member of University Staff to be in attendance in the Premises on any occasion when the Premises are being used and on all occasions when the public is admitted. Duly authorised University Staff shall have access at all times to the Premises for the purpose of inspection and supervision or in case of an emergency.
- 3.9 The Hirer acknowledges that:
- 3.9.1 the Hirer shall have the right to enter and use the Facilities as a licensee only and no relationship of a landlord and tenant is created between the University and Hirer by this Agreement; and
 - 3.9.2 the University retains control, possession and management of the Facilities and the Hirer has no right to exclude the University from the Premises. The University reserves the right to enter the Premises at all times during the hire period of the Event.
- 3.10 The Hirer acknowledges that the terms of the Booking Contract are complete and accurate.
- 3.11 The Hirer shall ensure, by the end of the relevant departure time specified in the Agreement, that it shall remove from the Premises anything which the Customer has brought into the Premises and shall ensure that any premises occupied or used are clean, undamaged and free from rubbish.

4. Hirer's Obligations

The Hirer agrees and undertakes to ensure:

- 4.1 That the Premises will only be used for the Event.
- 4.2 That the Event will be conducted in a safe and responsible manner and in accordance with the University's health and safety policy, with its guidance on organising & hosting safe events, and all

relevant University regulations, requirements and bye-laws, and with all relevant laws and relevant guidance from any competent public authority. Where relevant, and in particular where the services of a third party have been engaged, the Hirer will provide evidence of suitable public liability cover, policy statements on safe working practices and relevant risk assessments. The Hirer shall have due regard to any comments the University may have in respect of such policy statements, working practices and risk assessments.

- 4.3 That the Hirer will have sole responsibility for the administration and organisation of the Event, subject to the University's overall administration.
- 4.4 That all instructions given by University Staff with regard to the use of the Facilities, and the organisation of the Event, are strictly complied with.
- 4.5 That the Hirer is required, with the assistance of University Staff, to familiarise itself with the layout of the Premises being hired, the positioning of fire appliances and with evacuation procedures, a copy of which is posted in the Premises and will have been given previously to the Hirer.
- 4.6 That the Premises will be vacated and left in a neat and tidy condition immediately at the end of the hire period and that all property of the Hirer and Guests attending the Event shall be removed.
- 4.7 That it shall complete a site visit of the University prior to executing the Agreement. That the provision of the Facilities is conditional upon the Hirer completing a site visit of the University prior to concluding the Agreement to ensure the Hirer is satisfied that the Facilities meet their expectation. The University has endeavoured to describe all Facilities as accurately as possible in all literature and on its website. If, for whatever reason, a site visit does not take place the University will not accept any liability for the Facilities not meeting the Hirer's expectation thereafter.
- 4.8 That where the Hirer intends to use the Premises to promote goods and services, or for concerts, recitals and other entertainment, no material publicising the Event and no product sold or distributed at the Event shall contain any reference or shall give any impression, to the effect that the University has endorsed the Event or product. The Hirer will ensure at all times that the product or Event is not promoted or presented in such a manner that any inference would reasonably be drawn that the product or Event is sponsored by or linked to the University or has the University's approval, and will comply with any directions given by the University to this effect. The Hirer shall not misrepresent its relationship or connection with the University.
- 4.9 The Customer shall not use the University's brand or branding (including without prejudice to the foregoing the University's logo) on any part of its advertising or publicity for the Event without the prior written approval of the University.
- 4.10 In particular instances, it provides qualified first-aiders at the Event, if required by the University. Any requirement to provide qualified first-aiders will be indicated in the Agreement or notified to the Hirer in writing 21 days prior to the Event.

5. Booking and Payment Terms

5.1 Provisional Bookings

A Booking is provisional only until a Booking Contract signed by the Hirer, together with any payment or deposit then due, is received and countersigned by the University. Acceptance of payment and signature by the University constitutes conclusion of the Agreement. Following the receipt of the booking request, the Hirer will be issued with the Booking Contract and Conditions for signature and return. If these are not signed, returned and received by the University within 14 days or any payment or deposit is not paid when due, any Facilities provisionally reserved for the Hirer will be automatically released. Prior to conclusion of the Agreement, the University reserves the right, exercisable in its discretion, to cancel a provisional booking at any time and for any reason or to solicit and take other bookings for the relevant Facilities.

5.2 Quotation

Prices may increase from the original quotation in line with market fluctuations and inflation. The University reserves the right to increase the charges from the figures quoted when the Booking

was made. No price increases will be made on Bookings taken less than 12 months prior to the Event.

5.3 VAT

In the event of the rate of VAT or any other tax in respect of this type of arrangement being introduced, imposed increased or decreased between the date of acceptance of a Booking, and the date of the Event, the VAT charged by the University will reflect the current statutory rate at the date of the Event.

5.4 Confirming your Booking

When the Booking has been confirmed, but for the avoidance of doubt not yet concluded, as per Clause 5.1, the Hirer agrees to pay all the charges that are listed in the Booking Contract when they are due. Where appropriate, the Hirer shall confirm the minimum and maximum numbers for the Booking.

Catering numbers and requirements (menus, timings etc.) must be advised to the relevant University department at the time of the booking and such details will be identified in the Booking Contract. Specific details to include timings, menus, numbers and special requests must be confirmed to the University department at least 14 days prior to the Event, with final numbers expected at least 7 working days in advance of the Event.

In the event that these details are not confirmed, the University will charge on basis of the last numbers provided or the number of Guests it serves, whichever is the greater. Any amendments to these arrangements must be received, in writing, by the catering department no later than 7 working days prior to the Event. These will be the minimum number for which the Hirer will be charged. Late cancellations/reductions in numbers/amendments will be dealt with under the cancellation policy outlined in Clause 5.10.

Time of performance of this Clause is of the essence.

5.5 Not applicable.

5.6 Payment

The University will issue the Hirer with an invoice within 7 days of signature of the Agreement and, covering 100% of the balance. Any additional expenses incurred, for whatever reason, on the date of the Event shall be invoiced separately within 7 days of the Event. Final payment should be made of any outstanding balance within 30 days of the invoice, unless alternative payment arrangements are indicated in the Booking Contract or mutually agreed in writing by the University and Hirer.

Interest at the rate of 4 per cent above the base rate from time to time of the Bank of Scotland will be payable on all sums remaining unpaid after the due date for payment until payment in full has been received by the University. If the expression 'the Hirer' includes more than one person then those persons will be jointly and severally liable under the terms of the Agreement.

Time of performance of this Clause is of the essence.

5.7 Credit Check

The University reserves the right to make a credit check to ensure the Hirer can meet all charges when they fall due. This check will be made before the University confirms the Event with the Hirer. Should the Hirer's credit rating, at any point, give cause for concern, the University reserves the right to request full or part payment at any time in advance of the Event. In this circumstance, a staged payment plan may be agreed and written into the Agreement.

5.8 Overseas clients

If the Hirer does not have a UK address or where the UK is not the Hirer's main place of residence, the University reserves the right to ask for guarantee of payment from a UK bank and to cancel the Booking if the Hirer cannot provide this on request. The Hirer will have the right to withdraw a provisional Booking without charge within 7 days of such a request if this is not acceptable.

5.9 Amendments or changes to the Booking

Amendments or changes to the Booking must be confirmed to the relevant University department. Reductions in the duration or contracted value of the Booking shall be subject to the University's cancellation policy in Clause 5.10.

5.10 Cancellation

Cancellation of a Booking can be effected only by written notice. Such cancellation will be effective only when received and acknowledged by the University.

In the unfortunate circumstances that the Hirer has to cancel or postpone a confirmed Booking at any time prior to the Event, the University department affected will make the Facilities available for resale.

Cancellation provisions will depend on the nature of the Event and are specified in the Booking Contract. Any sums paid in advance will not be refundable in the event of a cancellation by the Hirer. If no provisions are stated the University reserves the right to raise the following charges if the Event is cancelled/postponed 6 months or less before the Event start date:

More than 9 weeks but less than or equal to 6 months	25% of pre-booked Facilities
More than 5 weeks but less than or equal to 9 weeks	50% of pre-booked Facilities
More than 1 week but less than or equal to 5 weeks	75% of pre-booked Facilities
1 week or less	100% of pre-booked Facilities

The cancellation charges will be confirmed by the University at the point of cancellation which includes but is not limited to charges for meeting rooms, conference rooms, function rooms, bedrooms, any catering to be provided by the University and any additional personnel.

The University may cancel the Booking immediately, and at any time, by written notice to the Hirer in any of the following circumstances:

- (a) the Booking may impact adversely on the University's reputation, or bring the University into disrepute.
- (b) the University becomes aware of any deterioration in the Hirer's financial situation such that the University reasonably considers the Hirer may not be in a position to fulfil its obligations under the terms of the Agreement or the Hirer is in arrears with any a payment (whether in respect of this arrangement or any other arrangement) due to the University.
- (c) the Hirer is engaged in, or proposes to use the Premises for, any purpose, activity or function which in the University's view is or may be:
 - (i) discriminatory in respect of any individual or group including, but not limited to, discrimination on grounds of:
 - gender (including segregation between men and women);
 - sexual orientation;
 - gender reassignment;
 - pregnancy and maternity;
 - marital status, including civil partnership;
 - race;
 - ethnic origin (including from within the British Isles);
 - colour;
 - religion or religious affiliation or belief;
 - disability; or
 - age.
 - (ii) harassing or derogatory of any individual or group, or likely to cause distress to any such individual or group;
 - (iii) defamatory or threatening to any individual or group;
 - (iv) illegal or contrary to public policy;
 - (v) inappropriate or distasteful; or

- (vi) contrary to or in conflict with the University's values or the values of a civilised, democratic, inclusive society.
- (d) where the Premises are closed or cannot be safely used for reasons outwith the control of the University.
- (e) if in the opinion of the University, the Hirer has misrepresented the purpose of the Booking.

The University will not be liable in such a situation for any losses whatsoever, consequential or otherwise, alleged to be suffered by the Hirer as a result of the cancellation of the Booking.

6. Liability for Damages

- 6.1 As soon as practicable after the holding of the Event, University staff will inspect and note any damage to the Facilities in a report ("Damage Report") which will be provided to the Hirer. The Hirer will be given the opportunity to be present when the inspection is carried out.
- 6.2 The Hirer will be responsible for all damage noted in the Damage Report and will indemnify the University against all losses, damages, costs and expenses incurred or suffered by the University as a result thereof (except in respect of any damage caused by the University, its agents or employees or otherwise not being attributable to the holding of the Event).
- 6.3 The Hirer shall not carry out any alteration to the Premises, Facilities, alter or change any of the fixtures and fittings (including the lighting, loud speakers, microphones or other electrical arrangements or apparatus), decorations or equipment hired under the Agreement without first having obtained prior written consent from the University.

7. Indemnity and Insurance

- 7.1 The Hirer shall be responsible for and keep the University fully indemnified against all damage, damages, losses, costs, expenses, actions, demands, claims and liabilities made against or incurred by the University (save to the extent that the same should arise from a negligent act or omission of the University) arising out of:
 - 7.1.1 Any act, omission or negligence of the Hirer, Guest or any person or persons on the Premises expressly or implicitly with the Hirer's authority or consent.
 - 7.1.2 Any breach by the Hirer of these Conditions.
- 7.2 The Hirer will take out appropriate insurance(s) sufficient to provide cover as required by law and in respect of any foreseeable liability which may arise in connection with this agreement and will produce evidence of cover to the University no less than 21 days prior to the holding of the Event. Failure to do so will entitle the University, acting at its entire discretion, to cancel the Booking forthwith without notice.
- 7.3 The Hirer shall be solely responsible for insuring of all equipment brought onto the Premises for the Event against risks of third party, fire and theft except for the gross negligence or wilful misconduct of the University.
- 7.4 All such equipment shall be kept at the Premises solely at the risk of the Hirer and the University does not accept any bailment in respect thereof, or liability therefore.
- 7.5 The Hirer shall comply in every respect with any directions given by the University's insurers and Safety Services in relation to the holding of the Event.
- 7.6 Whilst the University uses all reasonable endeavours to ensure the safety of all persons and their property whilst on the Premises, no responsibility is accepted for the liability of property of any description including money, valuables, luggage, clothing or motor vehicles belonging to the Hirer or their Guests.

- 7.7 The University's and the Hirer's liability: (i) for death or personal injury caused by its negligence or the negligence of its employees, agents or other subcontractors; or (ii) for fraudulent misrepresentation is not excluded or limited.
- 7.8 Other than as set out in Clause 7.7, under no circumstance and under no legal theory, whether for breach of contract, delict (including negligence) or otherwise, shall the University be liable to the Hirer or to any third party for loss of profits, loss of sales, loss of opportunity, loss of management time, distress or any indirect or consequential losses arising in connection with the Booking, even if the University has been advised of the possibility of such losses.
- 7.9 Subject to the other provisions of this Clause, the University's total aggregate liability under the Agreement shall be limited to direct damages in an aggregate amount equal to the total amount paid or payable by the Hirer for the relevant Booking.
- 7.10 The Hirer shall not do (or fail to do anything which shall invalidate in whole or in part any insurance effected in respect of the Premises in place from time to time.

8. Termination

- 8.1 In the event of any breach or non-observance of these Conditions by the Hirer, or by any person involved in the organisation of the Event, then the University may revoke with immediate effect the permission to use, or to have continued use of, the Facilities.
- 8.2 Where permission is revoked pursuant to Clause 8.1, all payments by the Hirer to the University shall be forfeited as liquidated damages. The parties confirm that these liquidated damages are reasonable and proportionate to protect the University's legitimate commercial interest in respect of the performance of the contract.

9. General

- 9.1 The hire of the Premises shall include the provision by the University of the heating, lighting, cleaning and toilet facilities.
- 9.2 Any requirements of the Hirer over and above those detailed in section 9.1 must be indicated in the Booking Contract. Where the University elects to provide such Associated Services, additional charges will be payable, as notified to the Hirer.
- 9.3 The Hirer shall not be entitled to assign the Agreement or any benefit thereunder, unless with the prior written consent of the University, which shall have entire discretion. The University shall be entitled to sub-contract the performance of any part of the Agreement.
- 9.4 No animals of any kind (except for guide or hearing dogs) are permitted onto the Premises.
- 9.5 The Hirer is responsible for all Guests who are under the age of 18 and all vulnerable adults, and must comply with the University's policy on Safeguarding Vulnerable Groups, which is available on request.
- 9.6 The University welcomes Guests with disabilities. All of the Premises are compliant and accessible for all.

10. Security

- 10.1 The University shall be responsible for the general security of the Premises.
- 10.2 Where the University directs that the Event requires additional security, then the University, except in exceptional circumstances, shall provide all such additional security personnel and arrangements and all costs thereof shall be the responsibility of the Hirer.

- 10.3 Where personnel are employed with the University's permission by the Hirer for security purposes, they shall comply with any instructions or directions of the University and shall be properly trained and insured.
- 10.4 The Hirer shall ensure that the nature of the event, the behaviour, dress and language of all Guests and third parties attending the Event is of good order and not offensive, or likely to result in disorderly conduct or otherwise likely to cause a nuisance or annoyance to other persons on the Premises or in the vicinity thereof.
- 10.5 Where the Event comprises a concert, music show, club night or other event and the target demographic for the Event suggests that it may be appropriate, the Hirer will comply with any measures reasonably required by the police, the University or any other regulatory or licensing authority for the prevention of the misuse of drugs and in any event use its best endeavours to prevent any such misuse of drugs.
- 10.6 The University reserves the right to search all equipment, props and settings and all goods and property brought into its Premises by the Hirer or any of the Guests and to require the Hirer to remove anything (failing which the University can remove anything) which it deems to present a security or health and safety hazard.

11. Health & Safety/Fire Precautions

- 11.1 The Hirer shall comply with all applicable health and safety laws and regulations (including but not limited to the Health and Safety at Work etc. Act 1974 and The Management of Health and Safety at Work Regulations 1999), and shall comply with any instructions of the University's Safety Services team in relation to the Event. The Hirer should refer to the University's Occupational Health and Safety Policy at https://www.strath.ac.uk/media/ps/safetyservices/campusonly/OHSaW_Policy_Statement.pdf and the University's Guidance on Organising & Hosting Safe Events at https://www.strath.ac.uk/media/ps/safetyservices/campusonly/guidancenotes/Guidance_on_Organising_&_Hosting_Safe_Events.pdf
- 11.2 The Hirer shall observe all fire regulations applicable to the holding of the Event, and shall comply with any instructions of, or measures recommended by, the Fire Authority or required by the University, in relation to seating and exhibition layouts and emergency exit arrangements.
- 11.3 The University is responsible for ensuring the evacuation of the Guests and personnel in the event of a fire or other emergency. The Hirer shall ensure that there is no interference whatsoever with the fire extinguishers/equipment and in particular there is no interference with fire doors and doors fitted with automatic closures and that all corridors, passage and exits remain free from obstruction and ready for use in an emergency.
- 11.4 The Hirer shall not permit smoking by any person present at the Facilities in connection with the Event. In line with Scottish Law for smoking in public places, all University buildings are non-smoking buildings. The Hirer shall highlight this at the start of the Event or by reception staff on arrival.

12. Compliance with General Law & Statutory Requirements

- 12.1 The Hirer shall not permit or facilitate any illegal or any immoral or indecent activities to occur at the Event or use the Facilities for any activities which require a licence or other regulatory approval to be carried on in a lawful manner.
- 12.2 The Hirer shall not organise any gambling at the Event, unless specifically authorised in writing by the University and in a manner which complies with all legal requirements, the Gambling Act 2005 and any other requirements of the Gambling Commission and/ or any licensing authority.
- 12.3 The Hirer shall not do anything at, or in connection, with the Event which would amount to a breach of, or be to the prejudice of, any Entertainments Licence having effect with respect to the Premises. The relevant Entertainments Licence is on display in the Premises as appropriate.

- 12.4 The Hirer shall observe all the foregoing and all other statutory requirements or codes of practice issued under statutory authority, and shall not do anything by reason of which the University might become liable to proceedings under any statute or liable to other legal process.
- 12.5 The Hirer shall ensure that they obtain all necessary licences and other permissions to enable the activities to be carried out in a lawful manner.

13. Copyright/Broadcasting Licence

- 13.1 The Hirer shall not permit any performance or other act at the Event which is a breach of copyright or other intellectual property rights.
- 13.2 The Hirer will comply with all directions given to him by the University in relation to the licences of the University held from the Performing Right Society Limited (CRN: 134396), Phonographic Performance Limited (CRN:288046) and any other similar copyright licensing body, and shall make all returns to the University in such form as directed in connection with the University's obligations under the terms of such licences.
- 13.3 Recording or broadcasting of performances shall not be made or permitted by the Hirer, except in accordance with all instructions and directions given or made by the University.
- 13.4 The Hirer shall comply with all terms of any licence held by the University from the Radio Communications Agency for the use of radio microphones pursuant to the provisions of the Wireless Telegraphy Act 2006.

14. Data Protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

15. Staging, Props etc.

- 15.1 All staging and props shall be erected and dismantled in a safe manner (by the end of the period of hire), and subject to any directions of the University, and in no circumstances shall any such equipment be affixed by the use of nails to any wall or other internal structure of the Premises. A method statement for the build, safe working practices, risk assessments and third party liability insurance should be submitted as appropriate.
- 15.2 The Hirer shall ensure that no props or stage settings are left in a position so as to obstruct any passage or likely to cause injury to any person.
- 15.3 The Hirer shall not permit any toxic, explosive or other dangerous materials to be brought onto the Premises, except with the prior written consent of the University and subject to all instructions in relation thereto as may be given by the University.

16. Sound/Lighting

- 16.1 The Hirer shall give notice in the Booking Contract whether he intends to use any special audio, video, lighting, laser or other equipment in connection with the Event, over and above the standard equipment provided by the University on the Premises.
- 16.2 Operation of any such special equipment shall be in strict conformity with all operating procedures dictated by the University.

- 16.3 Any extraordinary electricity or other utility supply costs arising from the use of such special equipment shall be reimbursed upon demand by the Hirer to the University who may require the Hirer to lodge security for the estimated costs prior to the holding of the Event.
- 16.4 The Hirer shall ensure that any electrical or mechanical equipment complies with all applicable laws and health and safety requirements, and under no circumstances is the Hirer or its agent to interfere with mechanical or electrical services. The University should be consulted regarding any such electrical or mechanical equipment supplied by the Hirer, and the University reserves the right to require removal or disconnection of any equipment.

17. Compliance

- 17.1 In the event that University Staff reasonably consider that there is a breach or anticipated breach of any of the regulations above, they shall have power at their discretion, but without prejudice to the provisions of Clause 8 above, to halt any further performance of the Event until such time as the breach is remedied to their complete satisfaction.
- 17.2 The Hirer shall not be entitled to any compensation or refund in the event of the University having to take action under Clause 17.1.

18. Force Majeure

If the Event cannot be held because of the inability of the University to make the Premises available due to any cause beyond its reasonable control (including fire, explosion or other damage, epidemic or pandemic or any act or event of force majeure) or because of any industrial action or dispute involving the University (all, "Force Majeure") which occurs prior to commencement of the Event, the University shall make a refund to the Hirer of all monies paid by it (less the non-refundable deposit and any non-recoverable University expenditure relating to the Event) but shall not be liable for any losses whether direct or indirect suffered by the Hirer as a result of the cancellation of the Event or for any Force Majeure arising during the Event, in respect of which the Hirer is hereby advised to make his own insurance arrangements.

19. Waiver

Any delay on the part of the University in enforcing any term or condition, right or remedy in respect of the Agreement shall not be deemed to be a waiver of any right or remedy whatever of the University. No waiver by the University of any default or defaults by the Hirer in the performance of any provision of the Agreement shall operate or be construed as a waiver in respect of any other or further default or defaults whether of a like or different character.

20. Severance

If any provision of the Agreement is held by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted and the Agreement shall remain in full force and effect as if the provision had not originally been contained in the Agreement. If any such deletion is required, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory provision in place of the provision deleted unless the deletion defeats the original intention of the parties in which case either party may terminate the Agreement.

21. Statutory Powers

Nothing in this Agreement shall prejudice or affect the rights or powers of either the University or the Hirer under any statute, statutory instrument, regulation, bye-law, order or licence for the time being in force. In the event of any conflict the provisions of the Agreement will, in so far as may be lawful, prevail.

22. Entire Agreement

The Agreement shall constitute the entire and only agreement between the University and the Hirer with respect to its subject matter and supersedes all previous agreements and understandings between the University and the Hirer in that respect, and each of the University and the Hirer acknowledges and confirms that it does not enter in to the agreement in reliance on any representation or warranty or other undertaking not fully reflected in the terms of the Agreement. No amendment, modification or substitution of the Agreement shall be effective unless executed in writing by both the University and the Hirer.

23. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of Scotland and the Courts of Scotland shall have exclusive jurisdiction in relation to any matter arising under or in respect of the Agreement.

24. Third Party Rights

The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) (Scotland) Act 2017 to enforce any term of the Agreement.

25. Covid-19

Notwithstanding any of the additional terms of the contract, both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. You, the Hirer, acknowledge that COVID-19 may require one or more of the following measures may require to be taken for the safety of any staff and the safety of delegates attending the event to which this booking relates:

- (i) impose maximum delegate numbers at the event;
- (ii) limit food or drink availability;
- (iii) impose specific requirements regarding personal protective equipment such as the wearing of masks;
- (iv) restrict the numbers of overnight stays if applicable;
- (v) limit any planned entertainment for your event; and/or
- (vi) designate alternative entrance and exit routes.

In some circumstances we might consider revising your booking fee.

If we are obliged due to specific Government restrictions, to close our venue, we may offer you an alternative date for the event but if that cannot be agreed the booking will be deemed cancelled and your deposit will be returned in full with no further payment required.

If you are unable to provide the agreed delegate numbers because of infections or travel restrictions, then provided you notify us at least 21 days prior to the event we will offer you either a proportionate reduced fee for the event or agree to cancel the booking and return your deposit in accordance with the meeting industry association guidelines.