



TERMS AND CONDITIONS

1.1 This Agreement sets out the terms on which Aula Hospitality Limited t/a Trinity Hall (**we, us and our**) supply the Services to the Client (**you**).

1.2 Please read this Agreement carefully before entering into it. This Agreement tells you who we are, how we will provide the Services to you, how this Agreement can be brought to an end, what to do if there is a problem and other important information.

1.3 In respect of some aspects of this Agreement, you will have different rights under it depending on whether you are a business or consumer. The Agreement is set out in three parts as follows:

1.3.1 **Part 1:** terms which apply to businesses and consumers;

1.3.2 **Part 2:** terms which apply only to consumers; and

1.3.3 **Part 3:** terms which apply only to businesses.

1.4 You are a consumer if:

1.4.1 you are an individual; and

1.4.2 you are buying the Services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.5 The Agreement between the Client and Aula Hospitality Limited t/a Trinity Hall is made up of the following:

1.5.1 the Booking Contract; and

1.5.2 these Terms and Conditions,

and in the event of any discrepancy between the two, terms in the Booking Contract shall take preference.

1.6 The definitions below apply in this Agreement:

Agreement Issue Date	the date on which this Agreement is issued to you;
Booking Contract	the document setting out the particulars of your Event as attached to these Terms and Conditions as updated from time to time;
Booking Reference	the numerical reference at the top of the Booking Contract;
Client	means the individual or organisation who signs the Booking Contract, or on whose behalf the Booking Contract is signed;
Charges	the charges for your Event as set out under "Quote Information" in the Booking Contract
Deposit	if applicable, the deposit as set out under "Additional Information" in the Booking Contract;
Event	your event as detailed in the Booking Contract;
Event Date	The date(s) on which your Event is to take place, as specified in the Booking Contract;
Minimum Number of Guests	the minimum number of guests as specified under "Additional Information" in the Booking Contract;
Minimum Number of Rooms	the minimum number of bedroom reservations as specified under "Additional Information" in the Booking Contract;
Services	the services we provide which form part of your Event and which are specified in the Booking Contract;
Supplementary Rooms	additional rooms reserved at the time of booking as specified under "Additional Information" in the Booking Contract;
Trinity Hall Premises	the rooms (including any rooms for overnight accommodation) which are available for your use and which are set out in the Booking Contract, or as otherwise notified by us in writing.

PART 1 - TERMS WHICH APPLY TO BUSINESSES AND CONSUMERS

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Our registered address, company number and VAT number are set out in the Booking Contract. You can contact us using those details.

2.2 If we need to contact you we will do so using your contact details as set out in the Booking Contract.

3. OUR AGREEMENT WITH YOU

3.1 On placing your booking for your Event, we will provide you with a copy of this Agreement which shall set out the Services you have requested and the Charges for them. The terms of the Agreement provided to you pursuant to this clause shall only be valid for a period of 28 days from the Agreement Issue Date.

3.2 Please check the terms of the Agreement carefully. Should you require any amendments to the terms of the Agreement at this stage, contact us and we will let you know if we are able to accommodate the changes you require. If we are able to do so we will provide you with an additional Agreement.

3.3 Except in the circumstances set out in clause 3.4, to confirm your booking, please sign and return to us the Agreement and, on occurrence of the following a contract will come in to existence between us and you (**Commencement Date**):

3.3.1 we sign the Agreement you provided to us pursuant to clause 3.3; and

3.3.2 we receive, in cleared funds, the Deposit.

3.4 We may, in our absolute discretion, waive the requirement for a Deposit. In such circumstances we will inform you of this in writing and the Commencement Date shall be the date we sign the Agreement you provided to us pursuant to clause 3.3.

3.5 Until the Commencement Date, your booking is provisional and we may, for whatever reason and with no liability to you, refuse to accept your booking.

3.6 Please refer to your Booking Reference whenever contacting us in connection with your Event.

4. PROVIDING THE SERVICES

4.1 We will begin providing the Services from the Commencement Date as set out in clause 3.3, above.

4.2 We will supply the Services to you in accordance with the specification as set out in the Booking Contract in all material respects.

4.3 If you wish to make a change to the Agreement please contact us and we will let you know if the change is possible. If it is possible we will let you know about any changes to the Services, the Charges, the timing of supply, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

4.4 We may need certain information from you so that we can supply the Services to you, for example (but not limited to) the proposed date and timings of your Event, the nature of your Event, the number of guests and their age range and a guest list, requirements in respect of decoration, entertainment and catering, allergen information and any other health and safety issues we should be made aware of. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end this Agreement (and either clause 23 (if you are a consumer) or clause 28 (if you are a business) will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for not supplying any part of the Services if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

4.5 Please note that any samples and advertising materials provided by us or any images or descriptions on our website are for the sole purpose of giving an approximate idea of the services we offer. They shall not form part of this Agreement or have any contractual force.

5. MINIMUM GUEST NUMBERS, CONFIRMATION OF GUEST NUMBERS AND CONFIRMATION OF MENUS

5.1 On booking your Event you will be asked to confirm the Minimum Number of Guests which will attend. Unless otherwise agreed in writing by us, should the number of guests which attend be less than the Minimum Number of Guests, you shall be charged as if the Minimum Number of Guests actually attended.

5.2 14 days prior to the Event Date you are required to confirm the final number of guests which will attend your Event. Please note that after this date no changes to the number of guests will be possible. Should the number of guests attending be more than the Minimum Number of Guests we shall confirm in writing the changes to the Charges.

5.3 28 days prior to the Event Date you are required to confirm your final set menu and beverage choices for your Event. Please note that, subject to clause 5.4, no changes to your choices will be possible after this date.

5.4 Only for the purpose of accommodating your dietary requirements, or the dietary requirements of your guests, amendments to your final set menu and beverages choices (as confirmed under clause 5.3) can be made up to 14 days prior to the Event Date.

6. **OVERNIGHT ACCOMMODATION**

6.1 On booking your Event you will be asked to confirm the Minimum Number of Rooms required. Unless otherwise agreed in writing by us, should the final number of rooms required be less than the Minimum Number of Rooms, you shall be charged as if the Minimum Number of Rooms were actually occupied at your Event.

6.2 In addition to stipulating the Minimum Number of Rooms, at the time of booking you will be given the option to reserve a number of Supplementary Rooms. Subject to clause 6.3, the Supplementary Rooms will be held for you on a first refusal basis for a period up to 60 days prior to the Event Date (**Refusal Period**). If you do not confirm that you require the Supplementary Rooms (or any number of them) within the Refusal Period, or confirm that you do not require them, we shall be free to offer them to other clients.

6.3 We can, in our absolute discretion, amend the length of the Refusal Period. In such circumstances we will contact you for you to confirm the number (if any) of Supplementary Rooms you require and such confirmation will be required with five days of our asking.

6.4 Supplementary Rooms which you confirm you require, subject to clause 6.2 shall, from the point you confirm you require them, be considered part of the Minimum Number of Rooms and the provision of clause 6.1 shall apply.

6.5 Please note that we may provide you with accommodation different from that as originally booked by you where the alternative accommodation will have no material effect on your Event.

7. **COLLEGE MAINTENANCE**

7.1 From time to time it will be necessary for us to undertake essential maintenance work to the college buildings. Whilst we will use reasonable endeavours to ensure such works cause the minimum amount of disruption and visual impact to your Event, we shall (subject to clause 25 (if you are a consumer) or clause 29 (if you are a business)) have no liability for any loss you suffer as a result of such maintenance.

8. **YOUR OBLIGATIONS**

8.1 You shall at all times comply, and ensure your guests comply, with the obligations contained in the Client Obligations document which is available via the [link](#) on our website or from the Porters' Lodge. These obligations relate to requirements in respect of health and safety whilst on Trinity Hall Premises as well as ensuring the safety and comfort of fellow guests, our staff and our students.

9. **IF THERE IS A PROBLEM WITH THE SERVICES**

9.1 If you have any questions or complaints about the Services, please contact us. You can contact us using our details set out in the Booking Contract.

10. **CHARGES AND INVOICING**

10.1 The Charges for the Services shall be calculated as set out in the Booking Contract and as amended by us from time to time.

10.2 We will invoice you for the Charges as set out in the Booking Contract together with any other charges which may become due under this Agreement and you shall pay each invoice:

10.2.1 within 28 days of the date of the invoice; and

10.2.2 in full and in cleared funds to a bank account nominated in writing by us, and

time for payment shall be of the essence of this Agreement.

10.3 We use our best efforts to ensure that Charges are correct. However please see clause 10.6 for what happens if we discover an error in the Charges.

10.4 The Charges exclude amounts in respect of value added tax value any equivalent tax chargeable in the UK (**VAT**), which you shall additionally be liable to pay to us at the prevailing rate.

10.5 If the rate of VAT changes between the date of this Agreement and the date we supply specific elements of the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

10.6 It is always possible that, despite our best efforts, the Charges may be incorrect. Where the actual Charges are less than that stated in the Booking Contract, the Charges will be calculated based on the lower amount. If the Charges are higher than stated in the Booking Contract, we will contact you for instructions before we proceed with supplying the Services and will not supply the Services until the increased Charges are approved by you in writing.

10.7 If you do not make any payment to us, due under this Agreement, by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

10.8 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest only on sums which were correctly invoiced by us in the original invoice issued and from the original due date.

10.9 All payments under this Agreement are to be made in pounds sterling.

10.10 If you are not resident in Great Britain, or will paying any Charges from an account other than an account in pounds sterling, you shall be responsible for all costs incurred by us as a result.

10.11 Further, if you are not located in Great Britain, we reserve the right to request financial references from you and may terminate this Agreement pursuant to clause 23 (if you are a consumer) and clause 27 (if you are a business) if you fail to provide such references within a reasonable time of us requesting them.

11. CANCELLATION FEES

11.1 The following Cancellation Fees shall be payable by you according to when we receive notice from you.

Time before Event Date we receive notice of your cancellation	Percentage of Charges payable*
181 days or greater	10%
180 days and 91 days	35%
Between 90 days and 29 days	50%
between 28 and 15 days	75%
14 days or less	100%

* The Charges to which the percentage is to be applied will be the Charges as calculated as at the date we receive notice of your cancellation.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 We will use the personal information you provide to us:

12.1.1 to supply the Services to you;

12.1.2 to process your payment for the Services; and

12.1.3 if you agreed to this during the booking process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.

12.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

13. THIRD PARTY SUPPLIERS

13.1 All catering at your Event will be provided by us (which shall include the supply of all drinks). In no circumstances will you be permitted to use your own caterers or drinks suppliers without our prior written consent (which we may withhold for any reason).

13.2 For other elements of your Event, you may appoint your own third party supplier, but only with our express written consent (which we may withhold for any reason).

13.3 Should you wish to appoint your own third party supplier you shall provide us with such information about that third party supplier as we reasonably request.

13.4 If we provide consent to the use of a third party supplier:

13.4.1 details of any third party supplier shall be set out in the Booking Contract or as otherwise agreed in writing between us;

13.4.2 the contract for the supply of the services shall be between you and the third party supplier and you shall be responsible for all payments to the third party supplier;

13.4.3 you shall ensure that any third party supplier, at all times, complies with all instructions (whether written or oral), policies, codes and regulations as provided by us from time to time;

13.4.4 you shall ensure that the third party supplier has, at all times, the relevant licences, approvals and consent and complies with all applicable laws which are necessary for them to provide the service (which shall include, but not be limited to, those imposed by the Performing Rights Society and Phonographic Performance Limited);

13.4.5 you shall ensure that any third party supplier hold insurance policies of such types and in such amounts as required by us and as is customary amongst those in the trade of supplying services comparable to the services being provided by the third party supplier and that evidence of such insurance shall be available to us on request;

13.4.6 if the third party supplier is supplying any food or drink, you shall complete and return to us a Food Disclaimer Form which shall be provided to you together with this Agreement; and

13.4.7 be responsible for all loss or damage caused by the third party supplier.

13.5 For the avoidance of doubt, if we are not in receipt of a signed Food Disclaimer Form by the Event Date, we shall not permit items supplied by a third party supplier to be consumed, or served, at your Event.

14. **FOOD SAFETY**

14.1 Where a buffet is provided, any food consumed by, or taken home, by you or your guests two hours after being made available by us is done so at your risk, or the risk of your guests.

14.2 Subject to clause 25 (if you are a consumer) or clause 29 (if you are a business) we shall have no liability to you or your guests for any loss or injury suffered as a result of food provided by way of buffet being consumed more than two hours from the time it was made available by us (whether on our premises or taken away by you or your guests).

15. **FREEDOM OF SPEECH**

15.1 We are strongly committed to the principle of freedom of speech and expression. We foster an environment where all of our Fellows, staff and students can participate fully in the life of the college and where each individual feels confident and able to research, question and test received wisdom and to express new ideas and controversial or unpopular opinions, without fear of isolation, marginalisation or discrimination. Equally we expect our Fellows, staff and students to receive and respond to intellectual and ideological challenges in a constructive and peaceable way. We also acknowledge our statutory duties in protecting our Fellows, staff and students and other people from "radicalisation", which in this context means being drawn by others to support terrorism, or to commit acts of terrorism.

15.2 Subject to clause 15.1, no part of our premises will be denied to any Fellow, member of staff or student of the college, or to any body of such people by reason of the beliefs or views of that individual or of that body or the policy or objectives of that body.

15.3 In holding to these key principles, we will take into account our obligations regarding freedom of speech, the management of the health and safety of our Fellows, staff and students, and of the general public, the promotion of equal opportunities and prevention of discrimination on the grounds of belief, race, gender or sexual orientation or other legally-protected characteristics, and our duties associated with preventing people from being drawn in to terrorism or the promotion of terrorist activities.

15.4 As an example of this, we reserve the right to refuse access to our premises if we are of the opinion that a visiting speaker, or the purpose of a meeting, is likely to give rise to the incitement of crime and/or is likely to cause a breach of the peace.

15.5 In determining the likelihood of risk of harm to Fellows, staff or students of the college, and/or the general public, or of our Fellows, staff or students being drawn in to terrorism, or otherwise promoting any violent or illegal actions publish policies and/or procedures to set out and manage:

15.5.1 the behavioural expectations of students and student unions;

15.5.2 the management of our events at which controversial views may be expressed (whether or not they are held at Trinity Hall); and

15.5.3 the management and conduct of visiting speakers at meetings held at Trinity Hall.

15.6 In addition, we shall have the right to terminate this Agreement in the event that the full details of your Event, the names of any speakers and their subject matter have not been passed to and approved by us within a reasonable time of the Event Date.

16. **PROMOTIONAL MATERIALS**

16.1 You shall not:

16.1.1 produce, publish or in any way disseminate any promotional materials in respect of your Event; or

16.1.2 for any purpose use the name of Trinity Hall or any images of it,

without our consent (which we may withhold in our absolute discretion).

17. **USE OF TRINITY HALL PREMISES INCLUDING OVERNIGHT ACCOMMODATION**

17.1 You must use, and ensure your guests use, Trinity Hall Premises in a respectful manner and not cause, or allow to be caused, any nuisance.

17.2 Trinity Hall Premises is available for your use from the date and for the time as set out in this Agreement. Use of any Trinity Hall Premises, including any overnight accommodation, for any period in excess of that provided for in this Agreement shall incur additional charges as notified by us to you.

17.3 You and your guests shall be entitled to use and occupy Trinity Hall Premises as licensee only. No relationship of landlord and tenant is created between us and you and we retain control, possession and management of Trinity Hall Premises including all overnight accommodation. The licence to occupy granted by this Agreement not assignable and may only be exercised by you and your guests.

17.4 You must follow, and ensure that your guests follow, all instructions issued by us prior to your Event which will include instructions to be followed on arrival.

17.5 You must, and you must ensure your guests, leave Trinity Hall Premises (including any fixtures and fittings) in the condition it was on arrival including the removal of all personal belongings.

17.6 You are responsible for your own acts and/or omissions and are also responsible for the acts and/or omissions of your guests and subject to clause 25 (if you are a consumer) or clause 29 (if you are a business) we shall have no liability to you or your guests for any loss or injury suffered, including loss or damage to personal belongings, resulting from your own acts and/or omission, or the acts and/or omission of your guests.

17.7 You agree to reimburse us all costs we may incur which result from your failure to comply with this clause 17.

17.8 Overnight accommodation is available for occupation from 14.00 and must be vacated by no later than 10.00 on the day of leaving. Should you or your guests fail to vacate overnight accommodation on time we shall charge you an additional days' rate for each room not vacated, such charge to be included with your final invoice.

17.9 You shall ensure that all single rooms are occupied by only one person at all times.

17.10 All keys/key cards to overnight accommodation are to be returned to us on the day of leaving. We shall charge you £35 in respect of any keys/key cards not returned and such charge shall be included in your final invoice.

17.11 Note that our overnight accommodation is not suitable for guests under the age of 16 years old and that no animals (save for assistance dogs) are permitted anywhere on Trinity Hall Premises.

18. ROOM DECORATION AND USE OF CONFETTI

18.1 Any decoration of the room(s) being used as part of your Event is strictly subject to our written approval, which we may withhold for whatever reason. Particularly note that we will not permit the use of sellotape or Blu Tack in any room, nor helium balloons to be used in the Dining Hall.

18.2 Room availability for decorating will be dependent on any other bookings we have or the use of the room(s) as part of the day to day life of the college.

18.3 Access to any room you have booked as part of your Event, prior to the Event Date, is subject to availability. Should access be possible, we shall inform you of the additional hire charge shall form part of the Charges and which shall be due and such charge shall be added to your final invoice.

18.4 No confetti, including rice and/or flower petals is permitted anywhere on our premises (indoors or out).

19. INTELLECTUAL PROPERTY RIGHTS

19.1 You agree to reimburse us all costs and expenses we may incur in respect of actual or alleged infringement of a third party's Intellectual Property Rights arising from your Event.

PART 2 - TERMS WHICH APPLY ONLY TO CONSUMERS

20. YOUR RIGHTS TO MAKE CHANGES OR CANCEL YOUR BOOKING

20.1 From the Commencement Date, you have no right to make any changes to your Event, including the nature of the Services and the Event Date. However, we appreciate that your requirements in respect of your Event may change. Provided you give us at least 14 days' notice prior to the Event Date, we will use reasonable endeavours to accommodate any changes you require but we **MAKE NO GUARANTEE THAT ANY CHANGES WILL BE POSSIBLE AND SHALL HAVE NO LIABILITY TO YOU IF THEY ARE NOT.**

20.2 You have no legal right to cancel your booking. Should you cancel your booking (or we cancel your booking for the reasons as set out in clauses 23.1.1 to 23.1.4) we will refund you any money you have already paid us, but will deduct from that money either:

20.2.1 **The aggregate of:**

20.2.1.1 all costs incurred by us up to the date of cancellation in connection with your Event; and

20.2.1.2 any sums which, although not yet paid, will be due to any subcontractor supplying elements of the Services, or,

20.2.2 the Cancellation Fee as set out in Part 1 of these Terms and Conditions,

whichever shall be the greatest.

20.3 Should the amounts referred to in clause 20.2.1 or 20.2.2, equal an amount greater than that which you have already paid, we shall raise an invoice for any shortfall which shall be payable by you immediately on receipt.

21. HOW TO END THIS AGREEMENT

21.1 If you want to end this agreement, please contact us using our contact details contained in the Booking Contract.

21.2 If you want to inform us by post you can request a cancellation form from us and post it to us at the address in the Booking Contract.

22. OUR RIGHTS TO MAKE CHANGES IF YOU ARE A CONSUMER

22.1 We may change the Services:

22.1.1 to reflect changes in relevant laws and regulatory requirements;

22.1.2 to implement technical adjustments and improvements. These changes will not affect your use of the Services; and/or

22.2 For whatever reason, we may need to make substantial changes to the Services. If this is the case we will contact you to inform you. If you do not agree to the changes you may cancel this Agreement and receive a refund for any Services paid for but not received (for the avoidance of doubt, clause 20 shall not apply in these circumstances).

22.3 We also reserve the right to change the room(s) in which your Event is to be held (with no liability to you) when such a change shall, in our reasonable opinion, have no material effect on your Event.

23. OUR RIGHTS TO END THIS AGREEMENT

23.1 We may end this Agreement at any time by writing to you if:

23.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

23.1.2 you or any of your guests fail to comply with the obligations set out clause 8;

23.1.3 in our reasonable opinion we believe that your Event will have a prejudicial effect on the reputation of Trinity Hall; or

23.1.4 you do not, within a reasonable time of us asking for it (or the time set out in the relevant clause), provide us with information that is necessary for us to provide the Services, including, the information is required under clause 4.4, clause 5, clause 10.11 or clause 15.6.

23.2 IF WE END THIS AGREEMENT FOR ANY OF THE REASONS LISTED IN CLAUSES 23.1.1 TO 23.1.4 THEN THE PROVISIONS OF CLAUSE 20.2 AND 20.3 SHALL APPLY.

24. IF THERE IS A PROBLEM WITH THE SERVICES

24.1 We are under a legal duty to provide the Services in conformity with this Agreement. Nothing in these terms will affect your legal rights.

24.2 Should we deliver the Services in a way which is significantly different for that as set out in the Booking Contract then you may have the right to a refund.

24.3 Further, if there is an element of the Services for which the charges have not been agreed upfront, what we ask you to pay must be reasonable.

25. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

25.1 If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are 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 this Agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the negotiation of this Agreement.

25.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 24.1.

25.3 We are not responsible for any loss or damage cause by any third party supplier chosen by you pursuant to clause 13.

25.4 If you are a consumer we only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

25.5 Subject to clause 25.2, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to 100% of Charges paid or payable by you under this Agreement.

26. GENERAL TERMS IF YOU ARE A CONSUMER

26.1 We may transfer our rights and obligations under this Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Agreement.

26.2 You cannot transfer your rights to someone else in any circumstance.

26.3 This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

26.4 Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

26.5 If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment

and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

26.6 This Agreement is governed by English law and you can bring legal proceedings in respect of the Agreement (including any non-contractual disputes) in English courts. If you live in Scotland you can bring legal proceedings in respect of the Agreement (including any non-contractual disputes) in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Agreement (including any non-contractual disputes) in either the Northern Irish or the English courts.

26.7 If any dispute arises in connection with this Agreement, the parties agree to enter into mediation to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.

PART 3 -TERMS WHICH APPLY ONLY TO BUSINESSES

27. ENDING THIS AGREEMENT

27.1 Without affecting any other right or remedy available to it, we may terminate this Agreement with immediate effect by giving written notice to you if:

27.1.1 you commit a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 business days of being notified by us in writing to do so;

27.1.2 you take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntary or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your 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;

27.1.3 in our reasonable opinion we believe that your Event will have a prejudicial effect on the reputation of Trinity Hall;

27.1.4 you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; or

27.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under this Agreement have been placed in jeopardy.

27.2 Without affecting any other right or remedy available to it, we may terminate this Agreement with immediate effect by giving written notice to you if:

27.2.1 you fail to pay any amount due under this Agreement on the due date for payment;

27.2.2 you fail to provide us with the information as referred to in clause 4.4, clause 5 or clause 15.6;

27.2.3 you do not provide financial references pursuant to clause 10.11; or

27.2.4 you are subject to a change of control.

27.3 Without affecting any other right or remedy available to it, we may suspend the supply of Services under this Agreement or any other contract between you and us if you fail to pay any amount due under this Agreement on the due date for payment, you become subject to any of the events listed in clause 27.1.2 to clause 27.1.5, or we reasonably believes that you are about to become subject to any of them.

28. CONSEQUENCES OF TERMINATION

28.1 On termination of this Agreement:

28.1.1 you shall immediately pay us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt; or

28.1.2 you shall pay us the Cancellation Fees as set out in Part 1 of these Terms and Conditions, whichever is the greatest.

28.2 Termination or expiry of this Agreement 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 this Agreement which existed at or before the date of termination or expiry.

28.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

29. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

29.1 Nothing in this Agreement shall limit or exclude our liability for:

29.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

- 29.1.2 fraud or fraudulent misrepresentation; or
- 29.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 29.2 Subject to clause 29.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
 - 29.2.1 loss of profits;
 - 29.2.2 loss of sales or business;
 - 29.2.3 loss of agreements or contracts;
 - 29.2.4 loss of anticipated savings;
 - 29.2.5 loss of use or corruption of software, data or information;
 - 29.2.6 loss of damage to goodwill; and/or
 - 29.2.7 any indirect or consequential loss.
- 29.3 Subject to clause 29.1 and 29.2, our total liability to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to 100% of the total Charges paid or payable under this Agreement.
- 29.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.
- 29.5 This clause 29 shall survive termination of this Agreement.

30. FORCE MAJEURE

- 30.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
 - 30.1.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 30.1.2 epidemic or pandemic;
 - 30.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 30.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 30.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - 30.1.6 collapse of buildings, fire, explosion or accident;
 - 30.1.7 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
 - 30.1.8 non-performance by supplies or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
 - 30.1.9 interruption or failure of utility services.
- 30.2 Provided it has complied with clause 30.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 30.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 30.4 The Affected Party shall:
 - 30.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than five business days from its start, notify the other party, in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - 30.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

31. NOTICES

- 31.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the address detailed in the Booking Contract or sent by email to the address specified in the Booking Contract.
- 31.2 Any notice of other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other

next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or, if sent by email, at 9.00 am on the next business day after transmission.

31.3 This clause does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any other method of dispute resolution.

32. GENERAL TERMS

32.1 We 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 this Agreement.

32.2 You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

32.3 Except as set out in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

32.4 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement 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 this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

32.5 If any provision or part-provision of this Agreement is or become 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 under this clause shall not affect the validity and enforceability of the rest of this Agreement.

32.6 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

32.7 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

32.8 There are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on us. Any condition, warranty or other term concerning the Services which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.

32.9 This Agreement 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.

32.10 Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

32.11 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

32.12 Nothing in this Agreement shall limit or exclude any liability for fraud.

32.13 If any dispute arises in connection with this Agreement, the parties agree to enter into mediation to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days' of notice of the dispute, the mediator will be nominated by CEDR.

32.14 This Agreement 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.

32.15 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 this Agreement or its subject matter or formation.