

Terms and Conditions for hire of SOAS premises by external parties

Agreed terms

1. Interpretation

1.1. In these Terms and Conditions, the following definitions apply:

Additional Fees: the fees payable by the Client for the supply of any Additional Services;

Additional Services: any catering services, consumables, equipment and any other services supplied by SOAS which is/are not included in the Event Quote;

Attendees: any persons who attend the Event;

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Business Hours: the period from 9.00am to 5.00pm on any Business Day;

Catering Services: the catering services provided by SOAS to the Client as specified in the Event Quote;

Client: means the party external to SOAS which hires the Venue by accepting these Terms and Conditions;

Conditions of Use the conditions of use of the Venue as specified in Schedule 2;

Event: the event or function for which the Client is hiring the Venue, as specified in the Event Quote;

Event Quote: the event quote attached to these Terms and Conditions and incorporated into these Terms and Conditions as Schedule 1;

Fees: the fees payable by the Client for the hire of the Venue and the supply of the Services, as set out in the Event Quote;

Hire Period: the period of time agreed for the hire of the Venue as specified in the Event Quote, to include any period of time to set up and clear the Venue;

Services: the supply of catering services, consumables, equipment and any other services relating to the Event provided by SOAS to the Client as specified in the Event Quote;

Terms and Conditions: means this contract between the Client and SOAS for the hire of the Venue and supply of the Services and any Additional Services in accordance with the Event Quote, including all Schedules; and

Venue: the area within the SOAS campus to be hired by the Client, as specified in the Event Quote.

- 1.2. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.
- 1.3. Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.5. A reference to **writing** or **written** includes email.

2. Venue hire and supply of services

- 2.1. The Client has requested that SOAS hire out the Venue and supply the Catering Services (if any) and other Services (if any) as detailed in the Event Quote which shall be sent to the Client simultaneously with these Terms and Conditions and which shall be incorporated in these Terms and Conditions as Schedule 1.
- 2.2. The use of the Venue shall be subject to the conditions of use as detailed in Schedule 2 of these Terms and Conditions.
- 2.3. SOAS shall provide the hire of the Venue and any Catering Services and/or other Services in accordance with these Terms and Conditions.

3. Provisional bookings and confirmation of hire

- 3.1. Venue bookings shall be made by the Client via the SOAS room booking team.
- 3.2. Venue bookings made by the Client 6 calendar months or more in advance of the date of the Event shall be held by SOAS provisionally for 25 Business Days following initial inquiry.

After this time, SOAS reserves the right to release the provisional booking without notice to the Client.

- 3.3. Venue bookings made by the Client less than 6 calendar months in advance of the date of the Event shall be held by SOAS provisionally for 10 Business Days following initial inquiry, or if such time is not available before the date of the Event, for a maximum of 24 hours. After this time, SOAS reserves the right to release the provisional booking without notice to the Client.
- 3.4. These Terms and Conditions shall come into effect on the date that SOAS receives written confirmation from the Client (which may be sent by email) that the Client accepts these Terms and Conditions (including the Event Quote).
- 3.5. By accepting these Terms and Conditions in writing the Client confirms that it accepts all the provisions of these Terms and Conditions, including the Event Quote and the Conditions of Use so that the hire of the Venue by the Client is no longer provisional and is confirmed.

4. Supply of Services

- 4.1. SOAS shall supply the Services to the Client during the Hire Period.
- 4.2. In supplying the Services, SOAS shall:
 - 4.2.1. perform the Services with reasonable care and skill;
 - 4.2.2. use reasonable endeavours to perform the Services in accordance with the service description set out in the Event Quote; and
 - 4.2.3. comply with all applicable laws, statutes and regulations from time to time in force.
- 4.3. The Client may make a written request to SOAS for changes to the Services after the date of acceptance of these Terms and Conditions and prior to the Event and whilst SOAS shall consider all such reasonable requests, SOAS may accept or refuse any such requests at its absolute discretion.
- 4.4. Any additional charges resulting from any changes to the Services agreed by SOAS pursuant to clause 4.3 shall be payable by the Client as Additional Fees.
- 4.5. SOAS has the sole right to provide the Services at the Venue but may allow the Client to obtain certain services from certain third party suppliers in accordance with clause 8 of these Terms and Conditions.

5. Licence for Client to enter and use Venue

- 5.1. Subject to clause 11 (Cancellation), SOAS grants the Client a right for the Hire Period to enter and use the Venue for the Event in accordance with these Terms and Conditions. The Client acknowledges that:

5.1.1. the Client shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between SOAS and the Client by these Terms and Conditions; and

5.1.2. SOAS retains control, possession and management of the Venue and the Client has no right to exclude SOAS from the Venue. SOAS reserves the right to enter the Venue at all times during the Hire Period, including to supply the Services.

6. Conditions of Use of Venue and Client's obligations

The Client agrees and undertakes to comply with these Terms and Conditions including the Conditions of Use.

7. Catering

- 7.1. SOAS shall provide all catering services for the Event. The Client must not use any third party caterers or bring (or permit Attendees to bring) any food or drink (including alcoholic drinks) into the Venue without the prior written consent of SOAS. SOAS reserves the right to charge the Client a reasonable fee in the event that the Client breaches this clause 7.1 in order to compensate SOAS for the lost revenue.
- 7.2. If applicable, the Event Quote confirms the guaranteed minimum number of Attendees attending the Event and the Client shall pay the Fees based on the guaranteed minimum number of Attendees even where the final numbers of Attendees are less than the guaranteed minimum number of Attendees specified in the Event Quote.
- 7.3. The Client shall confirm timings, final catering numbers, menus, special dietary/food requirements or any other requirements relating to the catering services in writing to SOAS at least 5 Business Days before the Event and the Client accepts that SOAS may be unable to provide the Catering Services if the Client fails to give this minimum amount of notice.
- 7.4. In the event that additional catering services are required after the date of acceptance of these Terms and Conditions and before the Event itself takes place (including on the day of the Event), the Client should request them from SOAS and SOAS will determine in its

absolute discretion whether they can be provided to the Client. If provided, any such additional catering services shall incur Additional Fees which the Client shall pay to SOAS in accordance with these Terms and Conditions.

- 7.5. In the event that Catering Services are cancelled by the Client, SOAS reserves the right to charge a cancellation fee. The cancellation fee shall be as set out in the table below:

Cancellation of Catering Services by Client before date of the Event	Catering Services cancellation fee payable by Client
6 Business Days or more before the date of the Event	No cancellation fee payable by Client
5 Business Days or less before the date of the Event	100% of the Fees apportioned to the Catering Services (as set out in the Event Quote)

8. Third Party Suppliers and music licence

- 8.1. The Client shall not allow any other third party suppliers, contractors, entertainers, bands, musicians, or other third party services, suppliers, or other persons working at the Venue into the Venue without SOAS' prior written consent.
- 8.2. The Client shall not allow any live or recorded performances, music, or entertainment to take place or be played at the Venue without SOAS' prior written consent.
- 8.3. In relation to any suppliers or activities permitted under clauses 8.1 and 8.2, the Client shall: (i) take responsibility for such activities and suppliers; (ii) ensure that it has all necessary licences for such activities, and that such activities comply with all applicable laws, regulations and permissions, including but not limited to all intellectual property laws and health and safety laws; and (iii) ensure that any such third party suppliers have adequate insurance (including without limitation public liability insurance of at least £5million for any one occurrence or series of occurrences arising from any one event. The Client shall provide proof of such cover within 5 days of SOAS' request.
- 8.4. This clause 8.4 only applies to the use of recorded/live music and music related material:-
- 8.4.1. The Client may use recorded or live music or music-related material but only if the Client has confirmed this in writing to SOAS and provided SOAS with a full list of all the music (and music-related) material the Client will use at least one calendar

month before the Event or such lesser period as SOAS may agree in writing with the Client.

8.4.2. The Fees paid by the Client shall include an allowance to cover charges which may be required to be paid by SOAS to any collective management organisation (for example, Performance Rights Society and/or Phonographic Performance Limited, in respect of the Event).

8.4.3. For the avoidance of doubt, for the performance of complete dramatico - musical works (which are licensed by the individual copyright owner and not controlled by collective management organisations) the Client is responsible for obtaining the appropriate licence giving permission for public performance and a copy of the Client's document detailing the rights obtained to perform the work must be submitted to SOAS.

8.5. The Client shall ensure that no dramatic or musical work is performed at the Event without the permission of the owner of the copyright and the Client shall indemnify SOAS against any infringement of copyright or any other intellectual property right which may occur during the Event pursuant to clause 10.1.3 of these Terms and Conditions.

8.6. The Client shall comply with:-

8.6.1 all conditions which apply to it contained in any music licence granted to SOAS by any collective management organisation/s (and a copy of the licence shall be provided to the Client by SOAS); and

8.6.2 SOAS' local authority premises licence.

9. Fees and payment

9.1. The Client shall pay the Fees in accordance with this clause 9. If SOAS does not receive the Fees and any Additional Fees which may be payable to SOAS by the relevant due dates SOAS reserves the right to cancel these Terms and Conditions immediately in accordance with clause 11.

9.2. The Client shall pay all payments due to SOAS under these Terms and Conditions, (including the Fees and any Additional Fees) in pounds sterling (GBP) and by Bankers Automated Clearing System (BACS) transfer or by debit/credit card only. SOAS reserves the right to pass any bank charges resulting from exchange of foreign currency to the Client in the event that SOAS decides to accept any payment from the Client pursuant to these Terms and Conditions in any currency other than pounds sterling (GBP).

- 9.3. Where these Terms and Conditions are accepted one calendar month or more before the date of the Event the Client shall pay SOAS a deposit of 50% of the Fees as set out in the Event Quote. SOAS shall issue the Client with an invoice for the deposit on the date of acceptance of these Terms and Conditions which must be paid by the Client within 5 Business Days of the date of acceptance of these Terms and Conditions. SOAS shall then issue the Client with an invoice for the balance of the Fees, on or after the date of acceptance of these Terms and Conditions, which must be paid by the Client 10 Business Days before the date of the Event or within 30 days of the date of the SOAS invoice for the Fees, whichever is the sooner.
- 9.4. Where these Terms and Conditions are accepted less than one calendar month before the date of the Event no deposit is payable and SOAS shall issue the Client with an invoice for the Fees on the date of acceptance of these Terms and Conditions which must be paid by the Client before the date of the Event.
- 9.5. SOAS shall issue the Client with an additional invoice after the Event for the cost of any Additional Services provided by SOAS which were not included in the invoice for the Fees issued by SOAS pursuant to either clause 9.3 or clause 9.4. The current standard rates for the cost of any Additional Services shall be provided to the Client by SOAS in writing before the Client accepts these Terms and Conditions. Fees invoiced pursuant to this clause 9.5 shall be payable by the Client within 30 days of the date of the SOAS invoice.
- 9.6. All amounts payable by the Client exclude amounts in respect of value added tax (**VAT**), which the Client shall additionally be liable to pay to SOAS at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 9.7. Where the Client may be an eligible body and the Venue may be used by the Client as part of a supply of education such that the whole supply may be exempt from VAT, the Client shall be wholly liable for the completion of any VAT declaration relating to exemption from VAT.
- 9.8. If the Client fails to make any payment due to SOAS under these Terms and Conditions by the due date for payment, then, without limiting SOAS' remedies under clause 11, (Cancellation) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

- 9.9. All amounts due under these Terms and Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Liability

- 10.1. The Client shall indemnify SOAS and keep SOAS indemnified in full against all liabilities, costs (including legal costs), expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit and loss of reputation) suffered or incurred by SOAS arising out of or in connection with (and whether as a result of negligence or otherwise):
- 10.1.1. any loss or damage to SOAS' property or a third party's property or to the Venue or its contents caused by you or the Attendees (including but not limited to repair or cleaning);
 - 10.1.2. damage caused by the Client or the Attendees which prevents the Venue, or any part of it, or any of its contents being used; and
 - 10.1.3. any breach of any of the Client's obligations under these Terms and Conditions.
- 10.2. The Client shall obtain and maintain:-
- 10.2.1. public liability insurance in the amount of at least £5million for any one occurrence or series of occurrences arising from any one event;
 - 10.2.2. employer's liability insurance in an amount commensurate to the maximum exposure under these Terms and Conditions;
 - 10.2.3. insurance of its equipment (against fire, theft, normal risks), and
 - 10.2.4. all other insurance (with financially viable insurers of good repute) against all its potential liabilities under these Terms and Conditions and in amounts commensurate to the maximum exposure under these Terms and Conditions.
- 10.3. The Client will provide SOAS with such information (including a copy of any relevant insurance policy) and any other insurance documentation as shall reasonably be requested by SOAS in order to satisfy SOAS that the insurance provisions are adequate.
- 10.4. The Client shall not do anything which might invalidate any insurance maintained by SOAS or which might increase, at that time or later, the insurance premium payable in respect of the Venue or SOAS' business.

- 10.5. Without prejudice to SOAS' other rights and remedies, where the Client or the Attendees have caused damage to or the soiling of, or any alteration to, the Venue or any other SOAS or third party property or contents thereof (each a **Deficiency**), the Client shall make good, or pay the full actual, reasonable cost of making good, such Deficiency to SOAS' reasonable satisfaction within 14 days of the end of the Hire Period (or such other time as SOAS and the Client may agree in writing).
- 10.6. The restrictions on liability in this clause 10 apply to every liability arising in connection with these Terms and Conditions including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 10.7. Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including liability for:
- 10.7.1. death or personal injury caused by negligence; and
 - 10.7.2. fraud or fraudulent misrepresentation.
- 10.8. Subject to clause 10.7, SOAS shall not be liable for:
- 10.8.1. the death of, or injury to, the Client or that of the Client's employees, contractors, Attendees or other guests or invitees to the Venue; or
 - 10.8.2. damage or theft of any property of the Client or that of the Client's employees, contractors, Attendees, or other guests or invitees to the Venue, except to the extent that such damage or theft arises from the negligence of the SOAS.
- 10.9. Subject to clause 10.5 and clause 10.6, SOAS' total liability to the Client shall not exceed £50,000, (whether such loss or damage is caused by negligence or breach of these Terms and Conditions or otherwise) or the total Fees, whichever is the lower. The Client hereby agrees that such limitation of liability is reasonable and that a higher level of cover may be obtained through the Client's insurance and/or the Client's specific insurance of the Event.
- 10.10. Subject to clause 10.5 and clause 10.6, SOAS shall not be liable for the following specified types of losses which are excluded from SOAS' liability:
- 10.10.1. loss of profits
 - 10.10.2. loss of sales or business;
 - 10.10.3. loss of agreements or contracts;
 - 10.10.4. loss of anticipated savings;

- 10.10.5. loss of use or corruption of software, data or information;
- 10.10.6. loss of or damage to goodwill; and
- 10.10.7. indirect or consequential loss.

10.11. Unless the Client notifies SOAS that it intends to make a claim in connection with these Terms and Conditions within the notice period, SOAS shall have no liability for that claim. The notice period for a claim shall start on the day on which the Client became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of an incident which has occurred and shall expire 6 months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

11. Cancellation

11.1. SOAS may cancel these Terms and Conditions at any time with immediate effect by giving the Client or Client's representative notice in writing, (and subject to the proviso that if SOAS chooses to cancel these Terms and Conditions during the Event with immediate effect it may give a representative of the Client present at the Event verbal notice) if:

- 11.1.1. the Client fails to pay any amount due under these Terms and Conditions on the due date for payment;
- 11.1.2. the Client commits a material breach of any term of these Terms and Conditions;
- 11.1.3. the Client fails to comply with and/or breaches any of the Conditions of Use;
- 11.1.4. the Client takes or has taken against it any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part 1A Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 11.1.4;
- 11.1.5. the Client suspends or ceases, or threatens to suspend or cease, carrying on business;
- 11.1.6. the Client's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of these Terms and Conditions is in jeopardy;

- 11.1.7. SOAS becomes aware of, or receives information that the Event or any of the Client's or the Attendees' actions or inactions might, in SOAS' reasonable opinion lead to:-
- 11.1.7.1 a breach of the peace and/or public disorder;
 - 11.1.7.2 a nuisance or unreasonable disruption to SOAS or its staff, contractors, visitors or Attendees;
 - 11.1.7.3 acts of violence, damage to be caused to the Venue or its contents;
 - 11.1.7.4 prejudice to be caused to SOAS' reputation, or the reputation of the Venue;
 - 11.1.7.5 the exposure of SOAS or its staff or contractors to legal action; and/or
 - 11.1.7.6 a threat to the safety of persons or property at the Venue; and SOAS reserves the right to notify and involve other agencies in the event that SOAS deems there is a risk of public disorder or threat to an individual(s).
- 11.1.8. SOAS becomes aware of or receives information that, in SOAS' reasonable opinion means that the nature of the Event or of any item in its programme is such as to render it undesirable that it should take place at the Venue.
- 11.2. In the event that SOAS cancels these Terms and Conditions pursuant to clause 11.1 SOAS may refuse entry to the Client or require the Client and/or the Attendees and/or any other person using the Venue in connection with the Event to immediately vacate the Venue.
- 11.3. SOAS will not be liable for any costs incurred by the Client as a result of the cancellation of these Terms and Conditions.
- 11.4. The Client may cancel these Terms and Conditions by notice in writing to SOAS.
- 11.5. If these Terms and Conditions are cancelled by SOAS under clause 11.1.1, clause 11.1.2, clause 11.1.3, clause 11.1.4, clause 11.1.5, clause 11.1.6, clause 11.1.7 or clause 11.1.8, or if these Terms and Conditions are cancelled by the Client under clause 11.4, SOAS reserves the right to charge a cancellation fee which shall be as set out in the table below and any sums already received by SOAS from the Client prior to cancellation (including any deposit) under these Terms and Conditions will be deducted from the cancellation fee. In the event that these Terms and Conditions are cancelled 6 calendar months or more before the date of the Event and the Client has paid a deposit SOAS will return the Client's deposit.

Cancellation before the date of the Event	Cancellation fee payable by Client
6 calendar months or more before the date of the Event	No cancellation fee
More than one calendar month but less than 6 calendar months before the date of the Event	50% of the Fees
One calendar month or less before the date of the Event	100% of the Fees plus 100% of any Additional Fees incurred and payable by the Client

11.6. If these Terms and Conditions are cancelled pursuant to clause 14 (Force Majeure) cancellation will be governed by the provisions of clause 14.

11.7. On completion or cancellation of these Terms and Conditions for whatever reason:

11.7.1. any provision of these Terms and Conditions that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and

11.7.2. completion or cancellation of these Terms and Conditions shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of these Terms and Conditions which existed at or before the date of completion or cancellation.

12. Child Safety

12.1. If any children under 18 will, or may, be an Attendee, the Client shall ensure that this is declared in the Event Quote. If any Attendees are children under 16, a competent adult supervisor must be provided by the Client at a ratio of not less than one supervisor per fifteen children. The Client shall ensure that all Attendees who are children aged between 16 and 18 years are properly supervised at all times.

12.2. SOAS reserves the right to refuse access to the Venue to any children SOAS believes are unsuitably supervised until such time as the Client makes proper supervision available.

The Client shall ensure that all supervisors have undergone appropriate checks and clearance procedures (including DBS (Disclosure and Barring Service) checks where appropriate). If SOAS requests that the Client provide a risk assessment in respect of the presence of any Attendees who are children, the Client shall provide such assessment in writing within 3 days of SOAS' request.

- 12.3. No child under 18 shall be permitted to work or perform commercially at the Venue except where expressly permitted by applicable child employment laws and agreed in writing by SOAS. The Client shall ensure that it and all Attendees comply with all applicable laws to such child employment at all times in the event that SOAS grants such consent.

13. Data protection

- 13.1. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

14. Force Majeure

- 14.1. With the exception of the Client's payment obligations, neither party shall be in breach of these Terms and Conditions or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control which include but are not limited to any strike, lock-out, or other form of industrial action, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, epidemic or pandemic, accident, breakdown of plant or machinery, fire, flood, explosion, storm, act of terrorism or act of God, provided that where any amounts have been pre-paid by the Client, SOAS reserves the right to deduct any reasonable costs arising from any cancellation pursuant to this clause 14 and in the event that no amounts have been pre-paid in respect of an Event booking cancelled pursuant to this clause, then SOAS reserves the right to invoice the Client in respect of all unavoidable and/or committed costs incurred in servicing the Event booking.
- 14.2. For the avoidance of doubt, SOAS shall not be liable for any loss or damage caused by, suffered or incurred by the Client or the Attendees as a result of events beyond SOAS' reasonable control, which include but are not limited to any strike, lock-out, or other form

of industrial action, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, epidemic or pandemic, accident, breakdown of plant or machinery, failure of supply of electricity or other utilities, leakage of water, fire, flood, explosion, storm, act of terrorism or act of God and external road or building works which may cause the Event to be cancelled or interrupted.

- 14.3. If, due to an event beyond SOAS' reasonable control and in SOAS' reasonable opinion, SOAS is unable wholly or substantially to provide the Venue or otherwise perform its obligations under these Terms and Conditions, SOAS will promptly notify the Client and shall :-

14.3.1. use reasonable endeavours to offer the Client an alternative venue, or, failing which, if in SOAS' reasonable opinion it is not possible for SOAS to provide an alternative venue;

14.3.2. refund a reasonable proportion of any pre-paid amount in respect of the Event to the Client.

15. Freedom of Speech

- 15.1. In pursuance of its duties under the law SOAS has published a policy on freedom of speech and the conduct of events (**Freedom of Speech Policy**) and a code of practice for the booking and conduct of events (**Code of Practice**). Copies of both documents are available to the Client on request.

- 15.2. The Client confirms acceptance of the freedom of speech policy and the code of practice as a condition of booking the Event, and the Client shall provide SOAS with a full programme for the Event, including a list of speakers and (when requested by SOAS) a list of Attendees at least 10 Business Days prior to the Event. Any changes to this information provided prior to the Event must be notified to SOAS by the Client.

16. Dispute Resolution

- 16.1. If the Client is unhappy with any aspect of the Services as provided then the Client shall inform SOAS' room booking team of the same immediately. If SOAS is unable to remedy the matter to the Client's satisfaction, then the Client shall write to SOAS with full details of the complaint within 48 hours of the Services being provided and the parties shall work together to reach a satisfactory conclusion.

- 16.2. If any dispute arises out of these Terms and Conditions, the Client and SOAS will first attempt to resolve the matter informally through designated senior representatives of each

party, who are not otherwise involved with the Event. If the Client and SOAS are not able to resolve the dispute informally within a reasonable time from the date the informal process is commenced by notice in writing, the Client and SOAS may attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

17. General

17.1. Assignment and other dealings

- 17.1.1. The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms and Conditions without SOAS' prior written consent.
- 17.1.2. SOAS may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under these Terms and Conditions.

17.2. Confidentiality

- 17.2.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, clients or suppliers of the other party, except as permitted by clause 17.2.2.
- 17.2.2. Each party may disclose the other party's confidential information:
 - 17.2.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms and Conditions. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17.2; and
 - 17.2.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.2.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.

17.3. Entire agreement

- 17.3.1. These Terms and Conditions constitutes the entire agreement between the parties.

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

17.4. Variation. No variation of these Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.5. Waiver

17.5.1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.5.2. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the future exercise of that or any other right or remedy.

17.6. Severance. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 17.6 shall not affect the validity and enforceability of the rest of these Terms and Conditions.

17.7. Notices

17.7.1. Any notice given to a party under or in connection with these Terms and Conditions shall be in writing and shall be:

17.7.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

17.7.1.2. sent by email to the email addresses communicated by each party to the other for the purpose of service of notices.

17.7.2. Any notice shall be deemed to have been received:

17.7.2.1. if delivered by hand, at the time the notice is left at the proper address;

17.7.2.2. 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;

17.7.2.3. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

17.7.3. This clause 17.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.8. Third party rights. These Terms and Conditions does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

17.9. Governing law. These Terms and Conditions, 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.

17.10. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.

Schedule 1
Event Quote

1. The Event Quote accompanying these Terms and Conditions provided to the Client shall be incorporated into these Terms and Conditions as Schedule 1.

Schedule 2

Conditions of Use

1. The Client agrees:-
 - 1.1 to make all bookings, requests relating to the Event (including those relating to audio visual equipment (AV), layout of rooms, catering, security, cleaning etc) by email only to roombooking@soas.ac.uk or any alternative email provided to the Client by SOAS;
 - 1.2 not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to SOAS, its staff, contractors or visitors, or to any other Clients of SOAS, or any owner or occupier of neighbouring property (and SOAS hereby reserves the right, in its absolute discretion, to ask the Client, Attendees, contractors, guests or third party suppliers to leave the Venue immediately where they are behaving in an inappropriate or offensive manner);
 - 1.3 to comply (and ensure that its staff and agents comply) and use all reasonable efforts to ensure that any Attendees or other persons present at the Event so comply with:-
 - 1.3.1 the provisions of these Terms and Conditions;
 - 1.3.2 all reasonable instructions and notices provided to the Client by SOAS pursuant to these Terms and Conditions and the Event;
 - 1.3.3 all health and safety legislation and other applicable legislation such as that relating to bribery, anti-slavery, human trafficking and equality; and
 - 1.3.4 all SOAS policies and regulations available via the SOAS website including all policies and regulations relating to health and safety, (including fire safety and safety systems at work) and freedom of speech;
 - 1.4 that conditions may be attached to an authorisation for an Event by SOAS including but not limited to the fact that SOAS may:
 - review the methods of promoting the Event and the content of promotional material (and potentially restricting what is available at the Event)
 - admit or refuse admittance to members of the public to the Event
 - stipulate that the Event must be ticketed or that Attendees must show a valid student card

- stipulate that a specified number of suitable stewards must be provided at the Event
 - stipulate that the time and location of the Event must be varied
 - stipulate that the Event is declared 'public' or 'private'
 - stipulate that SOAS must be responsible for security arrangements (a controlling officer may be appointed for this purpose) and SOAS may recharge the Client for the cost of such arrangements.
- 1.5 not to use any SOAS logo or trademark without SOAS' prior written consent;
- 1.6 not to describe itself as part of SOAS and not to use the SOAS name (including "the School of Oriental and African Studies" and "SOAS University of London") in any marketing materials, advertising, leaflets, flyers, programmes or tickets or other publicity relating to the Event unless its use has been signed off by SOAS;
- 1.7 not to allow any filming, photography or broadcasting at the Venue or grant any filming or broadcasting rights in respect of the Event without SOAS' prior written consent.
- 1.8 to supply a:-
- a full programme for the Event;
 - a list of all speakers at the Event to SOAS; and
 - (at SOAS' request) a list of Attendees
- at least 10 Business Days prior to the Event in accordance with clause 15.2 and to notify SOAS of any changes to this information prior to the Event;
- 1.9 to undertake a formal written risk assessment specific to the Event and provide a copy of the completed written risk assessment to SOAS at least 20 Business Days prior to the Event;
- 1.10 to provide a suitably qualified responsible person from the Client who is to be responsible for health and safety matters relating to the Event who shall be present throughout the Event and to submit the responsible person's name to SOAS at least 10 Business Days prior to the Event;
- 1.11 not to use the Venue other than for the Event;
- 1.12 not to access any part of the SOAS campus unless for the purpose of the Event and with the express prior permission of SOAS and not to make use of the SOAS library, computing or other facilities;

- 1.13 not to cause or permit to be caused any damage to the Venue, including any damage to furnishings, equipment or fixtures at the Venue;
- 1.14 not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue or on SOAS premises or the areas surrounding the Venue;
- 1.15 not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue without the prior consent of SOAS;
- 1.16 not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of SOAS;
- 1.17 not to run, or allow any sweepstake, raffle, tombola, lottery or other form of gambling to take place in the Venue without SOAS' prior written consent (and provided always that it shall be the Client's responsibility to obtain any licences and permissions required under the Gambling Act 2005, and any other gambling laws in force);
- 1.18 not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the SOAS;
- 1.19 to use any equipment provided by SOAS, as specified in the Event Quote, for its proper purpose and in accordance with any instructions provided by SOAS regarding its use and in the event that the Client is unfamiliar with any equipment (including audio-visual equipment) the Client should ask SOAS for instructions regarding use;
- 1.20 to keep rooms hired as part of the Venue secure at all times by requesting a key from SOAS to lock such rooms when not in use by the Client;
- 1.21 not to leave any hired audio-visual equipment unsecured at any time during the Hire Period;
- 1.22 not to consume or permit to be consumed any food and drink in SOAS lecture theatres under any circumstances and not to consume or permit to be consumed any food and drink in SOAS teaching rooms unless it has been provided by SOAS;
- 1.23 not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Supplier, with the exception of assistance dogs within the meaning of the Equality Act 2010;

- 1.24 to ensure that Attendees behave in a responsible and safe manner at the Event, and the Supplier reserves the right to remove or request that the Client remove guests that do not do so from the Event and the Venue. if any Attendee refuses to, or appears to be unable to, alter any aspect of behaviour that causes a nuisance or unreasonable disruption or is otherwise unacceptable to SOAS, SOAS reserves the right to notify and involve other agencies in the event that it deems there is a risk of public disorder or threat to an individual(s);
- 1.25 to replace the furniture in SOAS teaching rooms to the original layout when the Event has ended and before leaving the Venue;
- 1.26 to leave the Venue in a clean and tidy condition and to remove the Client's decorations, displays and any other Client equipment from the Venue at the end of the Hire Period; and
- 1.27 to ensure that all Attendees leave the Venue by the time communicated to the Client by SOAS prior to the Event.