



DEFINITIONS

'The College' and 'We' mean Murray Edwards College, Cambridge. 'The Client' and 'You' mean the organising body and the individual organiser contracting for the Client, normally the person responsible for commissioning and paying for the event. The 'Contract' means the agreement between the College and the Client for a specific booking or series of bookings. These Terms & Conditions will form part of the Contract, together with the booking form and any other terms agreed in writing by the parties.

1. Reservations

- i. The College reserves the right to refuse to accept a booking without stating a reason for such refusal.
- ii. All desired facilities and services, along with an estimate of the number of attendees, must be clearly stated on your Booking Form. Final timings, menu and any special requests must be confirmed to the College at least 10 days prior to arrival.
- iii. Where appropriate, a complete alphabetical list of overnight guests, completed on our accommodation spread sheet provided by the Events office, should be returned to Events 10 working days before your event.
- iv. You will be asked to provide details of any external organisation represented or publicised and the name(s) of any proposed speakers and the subject matter of their presentations. These must be provided to the College no less than 14 days prior to the first day of the event or earlier at the College's request. This relates to our duty under the Prevent and Counter Terrorism Guidelines, outlined further in section 9.
- v. The College will have access to the meeting rooms, dining rooms and/or accommodation hired at all times.
- vi. Any amendments to the booking details should be confirmed to the Events Office in writing.

2. Meeting Rooms, Dining Rooms and Accommodation

- i. Meeting and dining rooms are available to You for the times shown on the confirmation letter. If your event overruns these times, you may be charged room hire as per the price list and for additional staff or security costs as per section.
- ii. The College reserves the right to remove belongings that have been left in a bedroom or meeting room outside of the times booked at no liability to the College.
- iii. The Client must ensure that it, and all attendees, return all issued keys and access cards to the College upon completion of the event. The College reserves the right to levy a charge, which will be confirmed by the Events Manager or their representative at the time of loss, upon the Client to cover the cost of any lost or unreturned keys.

3. Catering

- i. The minimum number for private dinners is 30. Subject dinner minimum numbers may be lower.
- ii. A surcharge (as priced on the current price guide) will be made for all dinners on Saturdays or Sundays, or a private dinner on a Formal Hall night.
- iii. Menu cards (1 per table), table cloths and napkins are included for dinners that are not on the same night as Formal Hall and are not a subject dinner (due to the lower price of subject dinners).
- iv. If you would like to have a table plan, you must inform the Events Team of your expected number on your Event Booking Form so that a draft table plan can be made up for you and get the guests' names and dietary requirements to the Events Office at least 10 working days in advance of the event date.
- v. Place cards are required for operational purposes. The Events Office will prepare place cards for collection before dinner. At confirmation, a dinner spread sheet along with a floor plan will be sent to You to allow you to provide details of your guests.
- vi. All catering must be supplied by the College; however students are allowed to bring in dry, pre-packaged food and soft drinks. Please ensure You tidy up after and take away any rubbish as per section 6.5.
- vii. Glass and crockery hire is available from the Kitchen. Please details your requirements on the Booking Form and we will inform you of the charges. The latest this can be arranged is 10 working days in advance.



4. Alcohol

- i. All alcohol must be supplied by the College.
- ii. The College supports responsible drinking. For Student events, alcohol is limited to 1 glass per person at a reception and ½ bottle per person at dinner.
- iii. Drinking games are prohibited by the University. Guests playing them will be asked to leave immediately and the Dean will be informed.
- iv. It is not permitted to bring alcohol into College and pay corkage.
- v. Alcohol is subject to VAT whether or not your event qualifies for VAT exemption.

5. Audio Visual Equipment

- i. Students can only use the audio visual equipment subject to prior training from one of our House Porters. This must be arranged with the AV Technician via AVTechnician@murrayedwards.cam.ac.uk. Requirements should be specified in your Event Booking Form.
- ii. Regardless of whether you are using AV equipment in Buckingham House or not you must have our AV Technician on site for the duration of your booking and there is a charge for this service as per the current price list.
- iii. Portable equipment is available to hire and charged as per the current price list. Fixed equipment is included in the room hire rate. (*Departments and Fellows are not charged for the use of portable equipment*).

6. Covid-19 Clause

- i. Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation comply with any official guidance from UK Government and Murray Edwards College. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement.

You acknowledge that COVID-19 may require us to take one or more of the following measures for the safety of our staff and the safety of delegates attending the event to which this booking relates:

- a. Impose maximum delegate numbers at the event.
- b. Limit food or drink availability.
- c. Impose specific requirements regarding personal protective equipment such as the wearing of face coverings.
- d. Restrict the numbers of overnight stays if applicable.
- e. Limit any planned entertainment for your event.
- f. Designate alternative entrance and exit routes.

7. Music

For the definition of amplified music, please ask the Events team or see the Booking Form.

- i. Amplified music is only allowed in the Dome and College Bar, subject to the Dean's approval.
- ii. If amplified music is approved, it can only be played in conjunction with the *sound monitoring system* in the Dome, which will cut the power if you go over the maximum level.
- iii. The Porters have noise monitoring equipment and will train Students how to use it on the night of the event. It is Your responsibility to request this training and equipment and keep within the noise limits during the timings of your event.
 - a. Depending on the event, Departments and Fellows' may request assistance with noise monitoring.
- iv. Background music is allowed by negotiation only in the Long Room, VSR, and Council Room and, during May Week only, in the College gardens.
- v. Under the terms of the College agreement with *PRS for Music*, licence fees are payable for the playing of music (live or pre-recorded) to an audience. These charges will be added to your invoice or in the case of a JCR/MCR event, added to the annual account.
- vi. If an occasion arises where non-amplified sound (as defined on the booking form) is a cause for concern, i.e. it is bothering another event or individual, you may be asked to turn the volume down to a



more agreeable level. Should there be a disagreement, the decision of the Events Manager or their representative (such as the Duty Porter) must be adhered to.”

8. Charges, payments and VAT

- i. Dining rooms are available to hire are free of charge for Murray Edwards members. After 23:00 there are hourly charges as per the College price list.
- ii. For Student bookings, if you would like the room set up on your behalf, our House Porter Team can set it up for an hourly charge per Porter per hour. Minimum charge 1 hour. Please see the price list.
- iii. If You book a room on behalf of an external body or an external body is paying for your event, the main meeting room will be free of charge. All other rooms and catering will be charged at external rates and on the basis of the commercial Terms & Conditions.
- iv. You will be invoiced promptly and in full after the event and this must be paid in full within 30 days of the invoice date.
- v. All payments must be made in British Pounds Sterling. You must pay either by a single cheque or one electronic transfer. We cannot take individual payments.
- vi. You must provide the invoice name and address on your Booking Form and notify the Events Office in writing prior to the event should the details change.
- vii. If Your event is being paid for with a College Entertainment Allowance, you must confirm this on your booking form. Events paid for through “Ents” are not invoiced.
- viii. Unless expressly stated, all prices are exclusive of VAT (which will be charged at the prevailing rate) and are subject to alterations.
- ix. If You claim exemption from paying VAT, then the Booking Form must be accompanied by the completed VAT Exemption Form, together with any documents as required by the VAT Exemption Form. If this is not completed beforehand, you will be charged VAT on your final invoice. VAT exemption cannot be applied in retrospect. These forms are scrutinised by HM Revenue and Customs (HMRC) regularly.
 - a. If HMRC finds that VAT has been excluded unlawfully, the Client will be liable for any financial implications of that discovery, no matter how much time has passed.
- x. The Events Office will not be able to tell You if the event is exempt. It is the Client’s responsibility to check the VAT status of their event (if you are unsure, by contacting your finance controller or contacting the local VAT office) and provide proof of exemption by reference to the criteria on the VAT Exemption Claim Form,
- xi. As per HMRC’s exemption criteria, private parties such as birthdays and anniversaries are always subject to VAT.

9. Amendments or cancellation by the College

- i. Should the College, for reasons beyond its control, need to make any amendments to your booking, We reserve the right to offer an alternative choice of facilities within College.
- ii. The College may cancel the booking:
 - a. If the booking might, in the opinion of the College, prejudice the reputation of the College. In this instance the Client will receive a full refund of any monies already paid and be relieved of any further payments due. The College will not be liable for any further costs which may have been incurred by the Client.
 - b. If any or all of the following circumstances apply;
 - i. If the Client fails to provide the College with all information requested by the College at least 10 days prior to arrival;
 - ii. If the Client breaches any term or condition of its Contract with the College and fails to remedy the breach within 28 days of a written notice from the College or 10 days before the event, whichever is earlier.

10. The Counter-Terrorism and Security Act 2015 and Prevent Duty Guidance



- i. The College is strongly committed to the principle of freedom of speech and expression. Please see the published statement on our website (<http://www.murrayedwards.cam.ac.uk/legal-operational-policies-and-publication-scheme/college-policies>).
- ii. In accordance with the Counter-Terrorism and Security Act 2015 and the Prevent duty guidance issued by the Government, Murray Edwards College Events may request additional details about your booking as part of our due diligence. Such as
 - a. Clarifying the type, purpose and target audience for the booking at enquiry stage.
 - b. Request a detailed summary of event topics, the identity of speakers and presenters and a breakdown of the target audience demographics.
 - c. A member of staff from the College may, at any time, read any associated literature on or offline and listen to the event as it takes place .
- iii. The College reserves the right to cancel the event, in accordance with section 1(iii), if the Client does not provide any information requested by Murray Edwards College in good time to comply with the Prevent duty. In this circumstance the event is deemed to be cancelled by the Client.
- iv. Events that are planning to discuss views that the College deems controversial must provide completed risk assessments to ensure that any risks arising under the Prevent duty can be fully mitigated whilst allowing for free speech. If the risks cannot be mitigated to the satisfaction of the College the event will not proceed and will be deemed to be cancelled by the Client.

11. Behaviour

- i. Only Members of Murray Edwards College can book College rooms.
- ii. The Client must be present to sign out the keys and for the duration of the event unless by prior arrangement. It is Your responsibility to collect and return room keys to the Porters Lodge.
- iii. The Client is responsible for maintaining order at all times and ensuring that all guests observe the fire, safety, security and smoking regulations in place at the College. For the avoidance of doubt, the College operates a strict no smoking policy throughout its premises. If anyone is found to have been smoking in facilities hired by the Client, this will incur an additional cleaning charge, which will be charged to the Client. The amount will be advised at the time of the incident by the Events Manager. The Dean will be notified in all cases of unreasonable behaviour or reported damage.
- iv. If you do not leave the room as you find it, or the room is not left clean and tidy, you will be charged for any extra cleaning that has to be carried out.
- v. If any damage is caused to the room or equipment as a result of your booking, the College reserves the right to make a financial charge for repair, restoration or refurbishment.
- vi. The Client and their guests must not move the lecterns in the Long Room and Vivien Stewart Room.
- vii. The Client and their guests must not sit on the window sills (because shoes mark the walls).
- viii. Strictly no studded shoes, stiletto heels or shoes that will otherwise mark the floor.
- ix. Chair trolleys must be used where available. Please do not drag the chairs across the floor.
- x. As the Long Room is very popular, it can only be booked by the same student/society/association once per week. This is not applicable to other bookings for the Long Room.
- xi. The Events Team reserve the right to request references for your previous three events.
- xii. No pets (except for assistance animals such as guide dogs) are permitted on the College premises.
- xiii. You must adhere to the College policy regarding signs for your event, which can be found here www.murrayedwards.cam.ac.uk/legal-operational-policies-and-publication-scheme/college-policies
- xiv. The College reserves the right to refuse admission to or exclude from attendance, any individual whose presence is not (in the College's reasonable opinion) deemed to be in the interests of the College.
- xv. The Client agrees that it shall comply and procure that anyone caused to come onto College premises in connection with their event shall comply with all reasonable requests and instructions of the College's staff during the period they remain on the College premises in connection with the events which are the subject of the Contract.



- xvi. If the Client anticipates disruption of any kind before, during or after the event, they should inform the College immediately.
 - xvii. The Client agrees to use the College only for the purpose(s) notified to the College. The Client and anyone caused to come onto College premises in connection with their event shall not use, or permit to be used, the College premises for any illegal or immoral purpose.
 - xviii. The Client and anyone caused to come onto College premises in connection with their event will respect any 'No parking' signs on the College grounds and cycles will not be ridden by them through the College grounds.
 - xix. Should the Client or anyone caused to come onto College premises in connection with their event refuse or fail to adhere to the above, the College reserves the right to terminate the Contract and/or require the vacation of the College immediately as per section 8 and/or apply financial charges for repair, restoration or refurbishment.
- 12. Health and Safety**
- i. The Client and their visitors are responsible for familiarising themselves with the fire and health and safety instructions located on the back of meeting room and bedroom doors.
 - ii. The Client shall be responsible for maintaining order at all times and ensuring that all guests adhere to the fire, health and safety, security and smoking regulations in place at the College. The Client is responsible for evacuating delegates in the event of a fire.
 - iii. The Client shall take sensible precautions when hosting an event in College, such as ensuring meeting room and bedroom doors are locked when not in use or that valuable items are not left in the rooms.
 - iv. Where requested, the Client must provide completed risk assessments for any activities taking place in College.

 - v. CCTV monitoring is in operation in some areas at the College for the protection of the College community, its buildings and visitors. Please report any suspicious persons or incidents to the Porters' Lodge immediately.
 - vi. Visitors to the College with accessibility needs should complete and return a Personal Emergency Evacuation Plan (PEEP) form prior to their arrival at the College so that We can prepare properly for their safety. This form is available on our website and it will be issued to the Client when final details are requested.
 - vii. It is the responsibility of the Client to inform the College of any pre-existing health issues of which they are aware (E.G. severe allergies, heart conditions, epilepsy), of anyone caused to come onto College premises in connection with their event, so that if someone becomes unwell We can respond appropriately.
 - a. If anyone caused to come onto College premises in connection with the Client's event requires emergency medical assistance while on site, please dial 999 immediately and then inform the Porters'.
 - b. If anyone caused to come onto College premises in connection with the Client's event has an accident on the College premises or there are any safety concerns, please inform the Porters' immediately or, if it is an emergency, dial 999 and then inform the Porters'.
 - viii. It is the responsibility of the Client to ensure any electrical equipment brought into the College by the Client, its suppliers and its delegates, is fit for purpose, suitable for UK mains electricity use and has had a valid portable appliance test within the last 12 months. This includes mobile telephone and laptop chargers. Equipment that does not meet these requirements are not to be used on our premises and We reserve the right to request their removal. We will not be held responsible for any delays or disruptions to the event as a result of this. Should equipment that does not comply with this be used and cause damage to College property, the College reserves the right to make a financial charge for repair, restoration or refurbishment.
 - ix. When using the College Internet service, You agree to the reasonable use of that service. The Client is liable for any consequence directly linked to the accessing of illegal material, illegal file sharing or illegal streaming. This is traced via network address and log in details and We reserve the right to disable access if We deem it necessary



- x. Please note that there are no restrictions on the College Internet service and the Client is responsible for supervising use of the service by people under 18 years of age.
 - xi. Any entertainment arranged by the Client must comply with any statutory requirement and the requirements of the College.
 - xii. For some events extra Security, Porters and/or Cloakroom attendants may be required. Where the College deems this to be necessary We will inform the Client in writing. Charges for these additional services are available on the current price list.
- 13. Use of the College's Intellectual Property**
- i. The names, coat of arms or logos of the College and/or the University of Cambridge must not be used on any publicity material or press reports, unless written authority has already been given.
 - ii. The Client shall not invite or allow access to any press, TV, film, radio or other media organisation without the College's prior written permission.
- 14. Liability**
- i. The College does not exclude or limit its liability in negligence for death or personal injury, or otherwise insofar as exclusion or limitation of the College's liability is prohibited, void or unenforceable by law.
 - ii. Subject as above, the liability of the College, its officers, agents and subcontractors to the Client and its delegates in respect of any claim arising as a result of any act or omission under or in connection with the Contract and/or use of the College's facilities or services, whether caused by breach of contract, misrepresentation, negligence or any other tort, breach of statutory duty or otherwise is limited to the sums payable by the Client to the College under the Contract.
 - iii. The above section 12(ii) states the College's entire liability to the Client, in contract in tort or otherwise. In no circumstances will the College be liable, in contract in tort or otherwise, for any indirect, incidental or consequential loss suffered by the Client, including loss of profit, goodwill or any other financial loss, or any damage to the Client's or any delegate's property on College premises.
 - iv. The Client should note that the College's insurance does not cover loss or damage to property belonging to either the Client or anyone caused to come onto College premises in connection with their event on or off College premises. The Client must inform anyone caused to come onto College premises in connection with their event of this and advise them to insure accordingly.
 - v. The Client shall indemnify the College for all losses, damages, claims, costs and expenses incurred or suffered by the College arising out of or in connection with the Client's use (and that of its delegates) of the College and/or its premises property.
 - vi. The College advises the Client to take out adequate insurance for their event. This is available to protect You and your event against cancellation or abandonment with a minimum sum insured based on the anticipated income to the College. Insurance can also cover non-appearance of speakers or delegates, property damage at or to the venue or its contents, third party bodily injury and third party damage. The College cannot accept liability for these. The Client permits the College to see and take a photocopy of any relevant insurance documentation if so requested. The College can provide details of an insurance company which specialises in event/conference insurance on request.
- 15. Force Majeure**
- i. The College will not be liable to the Client, nor deemed in breach of its Contract with the Client, if as a result of circumstances beyond the College's reasonable control the College is unable to provide the conference facilities, which it has agreed to provide to the Client. Examples of this would include (but not be exclusive to):
 - ii. Natural disasters such as fire; flood; storm; earthquake; disease.
 - iii. Also: war, terrorism, strikes, failure of utility supply, breakdown of machinery, delays caused by sub-contractors.



- iv. In the event of Force Majeure both parties will be excused from their obligations under the Contract save for the payment of the deposit which will be retained by the College to cover administration costs up to that point.

16. Frustration

- i. The Contract will be liable to frustration where an event takes place outside either party's control which makes the Contract either impossible to perform or substantially different from what was envisaged. An example of this would be (but would not be exclusive to) the illness or death of a keynote speaker. In the event of the Contract becoming frustrated both parties will be excused from their obligations under the Contract save for the payment of the deposit which will be retained by the College to cover administration costs up to that point.

17. General

- i. The Client's Contract with the College is personal to the Client and is not assignable in whole or in part by the Client. These conditions apply to every provision of event facilities by the College and all terms and conditions (express or implied) not expressly agreed to in writing by the College are excluded.
- ii. No failure or delay by the College in enforcing any of its rights will operate as a waiver thereof preventing later reliance thereon.
- iii. The above is to be governed and construed in all respects according to English Law and the College and the Client hereby submit to the non-exclusive jurisdiction of the English courts.
- iv. No person who is not a party to the Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- v. If any part of the Contract shall be held to be unenforceable to any extent, the remainder of the Contract shall nevertheless remain in full force and effect.