

EVENT TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS AND INTERPRETATION

In the Contract (unless the context otherwise requires), the following definitions and rules of interpretation shall apply:

1.1 Definitions

Accommodation Services means the accommodation services to be provided by HWU to Delegates in respect of the Event, as set out in the Booking Form.

Accommodation Terms and Conditions means HWU's accommodation terms and conditions (as applicable and as updated from time to time).

Additional Services means any additional services (other than the Accommodation Services, the Catering Services and the Venue) provided by HWU in connection with the Event as set out in the Booking Form.

Applicable Law means all applicable laws (including legislative provisions, sub-ordinate legislations, codes of practice, regulatory rules and the common law).

Booking means the Client's order for Services as set out in the Booking Form.

Booking Form means the booking form signed by the Client and HWU making reference to and incorporating these Conditions, which sets out details of the Booking.

Catering Services means the catering services operated by or on behalf of HWU which shall be available to provide food and drink at the Event, as set out in the Booking Form.

Charges means the amounts payable by the Client to HWU for the supply of the Services (subject to amendment pursuant to clause 4).

Client means any person, firm, company or organisation specified in the Booking Form contracting for the Services from HWU under the Contract.

Client's Contractors means the contractors engaged by the Client (together with the contractors' employees, workers, consultants or agents).

Client's Personnel means the employees, workers and consultants of the Client.

Conditions means these terms and conditions.

Contract means the legally binding agreement for the provision of the Services comprising these Conditions and the Booking Form.

Date of Arrival is the date of arrival stated in the Booking Form (being the first date on which the Services (or any of them) are being provided).

Delegates means any persons including guests, speakers, exhibitors or partners attending all or part of the Event for which this Services are being provided; and "Delegate" shall be construed accordingly.

Deposit means the deposit for the Booking which is set out in the Booking Form.

Event means the occasion, conference, exhibition, function, performance or other event which the Client intends to host at the Venue for which the Services are required by the Client as set out in the Booking Form.

Event Manager means the event manager of HWU specified in the Booking Form, or an appointed alternative.

HWU means Heriot-Watt University, a royal charter company in the United Kingdom with number RC000218 and a charity registered in Scotland with charity number SC000278 having its principal office at Riccarton, Edinburgh EH14 4AS, United Kingdom.

HWU Staff means the staff nominated and authorised by HWU to administer the Booking.

Minimum Number means the minimum number of Delegates for the Event and/or accommodation as specified in the Booking Form and which is used by HWU to calculate the charge rate for the Services.

Privacy Notice means HWU's privacy notice (as updated from time to time) at: [Privacy-Notice.docx](#) (as updated from time to time).

Services means the provision of the Venue, Catering Services, the Accommodation Services and/or the Additional Services by HWU to the Client in respect of the Event.

Venue means the meeting rooms, conference rooms, function rooms and break out spaces at HWU and required for the Event together with equipment to be supplied by HWU in the relevant room (including AV equipment) or break out space, as set out in the Booking Form.

1.2 Interpretation

- (a) Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (b) A reference to “writing” or “written” includes emails.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted from time to time.
- (d) Headings are included for ease of reference only and shall not affect the interpretation or construction of these Conditions.
- (e) A reference to a clause is to a clause of these Conditions.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 HWU shall supply the Services to the Client in accordance with the Contract.
- 2.3 The Client acknowledges it has not relied on any statement, promise or representation made or given by HWU (or HWU Staff) which is not set out in the Contract.
- 2.4 HWU reserves the right to amend the Services if necessary (a) to comply with Applicable Law, or (b) if the amendment will not materially affect the nature or quality of the Services, and HWU shall notify the Client in any such event.
- 2.5 The Contract will come into force when HWU has received the Booking Form signed by the Client and the Deposit (if applicable) by the date set out in the Booking Form (the “**Pre-Conditions**”). Until the Pre-Conditions have been satisfied, HWU reserves the right to hire the Venue to a third party and/or withdraw from the Contract by written notice to the Client.
- 2.6 Unless expressly set out otherwise, in the event of conflict between the Booking Form and these Conditions, these Conditions shall prevail.
- 2.7 The Client shall be responsible for satisfying itself that the Services are suitable for the Event. No warranty or guarantee is given by HWU as to the suitability of the Services for the proposed purpose of the Event.

3. CHARGES AND PAYMENT

- 3.1 The Charges are set out in the Booking Form.
- 3.2 Except in the circumstance set out in clause 9.3 or otherwise at HWU’s sole discretion, the Deposit will be non-refundable (including on the postponement or cancellation of the Services (or any part thereof)).
- 3.3 The cancellation charges set out in clause 8 apply in the event that the Client cancels the Booking.
- 3.4 Unless otherwise stated in the Booking Form, payment of the Charges or the cancellation charges will be due, in full, in pounds sterling, within 30 days of the date of HWU’s invoice.
- 3.5 All sums due by the Client under the Contract shall be paid without any deduction.
- 3.6 All Charges and cancellation charges which are payable by the Client under the Contract are exclusive of VAT and where any taxable supply for VAT purposes is made then the Client shall, on receipt of a valid VAT invoice from HWU, pay to HWU such additional amounts in respect of VAT at the same time as payment is due for the supply of the Services.
- 3.7 Time for payment shall be of the essence in respect of the Contract.

4. AMENDMENT TO CHARGES

- 4.1 HWU reserves the right to amend the Charges specified in the Booking Form (a) by notice in writing giving not less than 6 months’ notice prior to the Date of Arrival; and (b) in the event that the number of Delegates is less than the Minimum Number.
- 4.2 In the event that any of the Services are provided by a sub-contractor of HWU then HWU reserves the right to charge the Client for any increase in the charges payable by HWU to such sub-contractor.

5. ROOM ALLOCATION AND AVAILABILITY OF VENUE

- 5.1 In the event that the number of Delegates for the Event is less than the Minimum Number then HWU reserves the right (at its sole discretion) to relocate the Event (or any part thereof) to an alternative room(s) within HWU.
- 5.2 The Venue is available on the relevant day(s) for the times specified in the Booking Form. If the Venue (or any part thereof) is unavailable at the required time then HWU reserves the right (without liability) to relocate the Event (or any part thereof) to an alternative room(s) of a similar standard.

6. MENUS AND CATERING NUMBERS

6.1 Where Catering Services are being provided as part of the Services then menus should be selected by the Client and agreed by HWU (a) at least 4 weeks' prior to the Event, or (b) where the Booking is made within 4 weeks of the Event then as soon as possible after the Booking is confirmed.

6.2 The final number of Delegates for Catering Services must be notified by the Client to HWU at least 3 working days prior to the start of the Event (the "**Catering Number**") and the Catering Number will be the minimum number of Delegates charged for by HWU in respect of the Catering Services. In the event that the actual number of Delegates for Catering Services at the Event exceeds the Catering Number then HWU shall be entitled to charge such additional amount based on its prevailing standard rates for Catering Services.

6.3 HWU will endeavour to cater for special dietary requirements but it shall be the responsibility of the Client to (a) ensure that any dietary and allergy information for the Booking is communicated to HWU at least 3 working days prior to the start of the Event, and (b) notify the relevant Delegate of their prepared dietary meal.

7. ACCOMMODATION

7.1 In the event that Accommodation Services form part of the Services then the following provisions shall apply: (a) the Client will complete the rooming list (in the format provided by HWU) with guests' details and return to HWU at least 14 days prior to the arrival date. For the avoidance of doubt, this room list will not supersede any contractually guaranteed minimum numbers for accommodation set out in the Booking Form or otherwise;

(b) where the Client is arranging the accommodation booking on behalf of a group of guests, HWU will require the Client to provide HWU with the full name and nationality of all guests over the age of 16. If the guests are not resident in the UK, nor from the UK, Ireland or Commonwealth countries, the Client is required to provide, on behalf of all guests, passport number and place of issue (or other document showing their identity and nationality), together with details of their next destination (including the address, if known);

(c) Children aged 12-16 years of age (inclusive) must be accompanied by an adult to stay in the accommodation. Children under 12 years of age are not permitted to stay in the Accommodation;

(d) unless stated in the Booking Form (or otherwise agreed in writing by HWU), bedroom accommodation is available from **14.00hrs** on the day of arrival and must be vacated by **10.00hrs** on the day of departure. If a guest has not checked out by noon, a full night's accommodation charge (at the prevailing rate) will apply and be due and payable immediately by the Client to HWU;

(e) HWU reserves the right (without liability to the Client) to re-allocate the accommodation booking to alternative accommodation operated by the HWU (or its suppliers) in the event that expected guest numbers notified by the Client to HWU falls short of the level deemed suitable by HWU for the rooms originally booked or if the accommodation otherwise becomes unavailable;

(f) changes by the Client to the allocated bedrooms may only be agreed subject to confirmation in writing by HWU; and

(g) the Client shall procure that all guests shall comply with the Accommodation Terms and Conditions.

8. CANCELLATION, POSTPONEMENT OR REDUCTION IN NUMBER - BY THE CLIENT

8.1 The Client will immediately give HWU prior written notice of any (a) cancellation or postponement of the Event, or (b) any reduction in the number of Delegates below the Minimum Number. For the avoidance of doubt, verbal notification by the Client to HWU will not be acceptable.

8.2 In the event of cancellation or postponement of the Event, HWU will use reasonable endeavours to obtain a replacement booking for the Event. Where HWU is unable to obtain any alternative booking up to the value of the Booking or it has non-cancellable commitments to third parties (including caterers, equipment suppliers, agency staff and/or other suppliers), the Client will indemnify HWU for (a) any shortfall as a result of the replacement booking, (b) all of HWU's non-recoverable costs and losses, and (c) the cost of the management time incurred by HWU in connection with the cancellation or postponement of the Event and obtaining a replacement booking.

8.3 Where the Event is cancelled by the Client, or the Contract is cancelled by HWU under clause 9.1, a cancellation fee will be immediately due and payable by the Client to HWU. Subject to clause 8.4, this cancellation fee will be equal to a percentage of the full amount of the Charges for the Services after adjustment to exclude any payment of the Charges (including the Deposit) which has already been made by the Client to HWU, as follows:

Length of period between receipt of notice by HWU and the Date of Arrival	% of the Charges
0 - 14 Days (inclusive)	90%
15 - 91 Days (inclusive)	50%

92 - 119 Days (inclusive)	15%
120 - 182 Days (inclusive)	10%
over 182 Days	0%

8.4 If the Booking is for Catering Services only and is cancelled in whole or in part, a cancellation fee will be immediately due and payable by the Client to HWU. This cancellation fee will be equal to a percentage of the full amount of the Charges for the Services after adjustment to exclude any payment of the Charges (including the Deposit) which has already been made by the Client to HWU, as follows

Length of period between receipt of notice by HWU and the Date of Arrival	% of the Charges
0 – 72 hours (inclusive)	100%
>72 hours - 7 Days (inclusive)	90%
8 - 21 Days (inclusive)	50%
over 21 Days	0%

8.6 Up to 30 days prior to the Date of Arrival, the Minimum Number may be reduced by up to 10% without penalty provided that written notice of such reduction is given by the Client to HWU. In the event of a reduction in the Minimum Number by a number which is greater than 10% then the Client will pay a fee equal to the Cancellation Percentage of the full amount of the Charges for the shortfall in numbers below the Minimum Number (excluding any shortfall already charged for under this clause), less the portion of the payment made under clause 3 relating to the shortfall (which portion will be refunded if the notice period exceeds 26 weeks prior to the Date of Arrival but not otherwise)—For this purpose, if no such written notice of reduction is received by HWU from the Client, the Cancellation Percentage will be 100%.

8.8 This clause 8 will be subject to the terms of clauses 10.2 and 10.3.

9. CANCELLATION - BY HWU

9.1 HWU reserves the right to cancel the Booking (or any part thereof) and terminate the Contract with immediate effect and, subject to clause 9.3, without any liability to compensate the Client if:

- (a) the Client breaches the Contract;
- (b) in the opinion of HWU there has been a material change in the Booking (including a change in (i) the Services, or (ii) the Minimum Number) without the prior written agreement of HWU;
- (c) the Client becomes insolvent or enters into liquidation, receivership or administration, or any proceedings are commenced in respect of the Client relating to the foregoing events, or HWU has reasonable grounds for anticipating the same;
- (d) HWU is not satisfied with the Client's credit status or its financial position deteriorates so far as to reasonably justify the opinion that the Client's ability to give effect to the terms of this Contract is in jeopardy;
- (e) the Booking may impact adversely on the reputation of Heriot Watt University, or breach of Applicable Law;
- (f) HWU is prevented from providing the Services (or any part thereof) by reason of circumstances beyond its reasonable control;
- (g) HWU considers (in its sole opinion) that (i) acts or omissions of the Client, the Client's Contractors and/or the Delegates, or (ii) HWU's association with the Client, could reasonably bring HWU into disrepute; or
- (h) clause 10.2 applies.

9.2 In the event that HWU cancels the Booking and terminates the Contract under clause 9.1, HWU may assist the Client (without being obliged to do so or incur any expenditure or cost) to find an alternative venue and facilities for the Client.

9.3 Where HWU cancels the Booking under clause 9.1(f), then any Charges (including the Deposit) paid by the Client to HWU under the Contract will be refunded (net of any costs or outgoings incurred by HWU (including costs which have still to be billed)). Other than as set out in the preceding provisions of this clause 9.3, no cancellation charges shall apply to HWU and it shall not be required to refund any Charges (including the Deposit).

9.4 Termination of the Contract shall not affect or prejudice the accrued rights of HWU as at termination (including clauses 3, 17, 18 and 23).

10. PANDEMIC OR EPIDEMIC

10.1 The parties acknowledge and agree to comply with Applicable Law and official guidance from the UK or the Scottish Government in the event of a pandemic or epidemic. Each of the parties agrees to notify the other party

without delay of any issues it may have in performing its obligations under this Contract as a result of such pandemic or epidemic. The Client acknowledges and agrees that HWU may be required to take measures for the safety of the staff, students, contractors of HWU, and/or the Delegates or other visitors attending the Event to which this Booking relates including:

- (a) imposing maximum Delegate numbers;
- (b) limiting the availability of Catering Services;
- (c) restricting the Accommodation Services (including the number of overnight stays);
- (d) limiting any planned entertainment for the Event;
- (e) designating alternative entrance and exit routes in respect of the Venue; and/or
- (f) the imposition and adherence to any of HWU's health & safety processes, policies and procedures (the "**HWU Policies**").

10.2 In the event of a pandemic or epidemic, if HWU is required to close the Venue (or any part thereof) due to (a) the HWU Policies, (b) Applicable Law, or (c) UK or Scottish Government restrictions, (together the "**Restrictions**"), HWU may offer the Client an alternate date for the Event but if that cannot be agreed, the Booking will be cancelled and the Contract terminated and any Charges (including the Deposit) already paid will be returned by HWU (net of any costs or outgoings incurred by HWU (including costs which have still to be billed)) to the Client.

10.3 If the Client is unable to provide the Minimum Number because of the Restrictions, then HWU will offer the Client either (a) a *pro rata* reduced fee for the Event, or (b) the right to cancel the Booking and have the Deposit returned (net of any costs or outgoings incurred by HWU (including costs which have still to be billed)) to the Client.

11. USE OF THE VENUE, GOOD ORDER AND NUISANCE

11.1 The Client shall:

- (a) be responsible for the preservation of public order during the Event. Should any Delegates or other third parties at the Event, behave in a manner that is considered unacceptable to HWU then HWU reserves the right to remove such person(s) from the Venue and/or terminate the Contract with immediate effect. In the event of such termination, the full balance of the Charges shall be immediately due and payable by the Client to HWU and no monies will be returned to the Client by HWU;
- (b) ensure that the Venue will be vacated and left in a neat and tidy condition immediately at the end of the hire period of the Venue and that all property of the Delegates, the Client, the Client's Personnel, the Client's Contractors and any other third parties shall be removed;
- (c) nominate a representative of the Client who will be present and available throughout the Event;
- (d) obtain the prior written approval of HWU and the local authority, where necessary, if it, the Client's Personnel or the Client's Contractors wishes to fix items to the walls, floors and ceilings of the Venue or to use smoke machines, lasers, fireworks, cracked oil, dry ice or any form of pyrotechnic at the Event;
- (e) obtain the prior written approval of HWU where it wishes to (i) carry out any alteration to the Venue, or (ii) alter or change any of the fixtures and fittings, decorations or equipment at the Venue or provided under the Contract;
- (f) not (and procure that all the Delegates and the Client's Contractors shall not) permit any goods, services or any other matter capable of being sold (including tickets) to be sold at the Venue without the prior written approval of HWU and any local authority (where necessary);
- (g) procure that the Client's Personnel, the Client's Contractors and the Delegates shall only smoke in designated smoking areas at the Venue or HWU's premises (as notified to the Client by HWU);
- (h) not (without HWU's prior written consent) sub-license or share occupation of the Venue for the Event;
- (i) comply with any requirement or direction made by HWU Staff who shall be at liberty to suspend or control to any extent any use of any part or the whole of the Venue which is in their reasonable judgement not in compliance with the Contract;
- (j) subject to the Services and the terms of the Contract, have sole responsibility for the administration and organisation of the Event;
- (k) not bring (and procure that the Client's Personnel, the Client's Contractors and the Delegates shall not bring) any drugs, illegal substances, knives or other weapons into the Venue;
- (l) immediately report all theft, damage, accidents and injuries during the Event to HWU Staff;
- (m) not to use the Venue other than for the purpose of holding the Event;
- (n) not to do or permit anything to be done at the Venue which is illegal or which may be or become a nuisance, annoyance, inconvenience or disturbance to HWU or to any other visitors or students of HWU; and
- (o) ensure that all Delegates leave the Venue at the end of the Event (and, where applicable, each day of the Event).

11.2 HWU reserves the right to charge the Client for malicious or careless fire activations at the Venue during the Event.

11.3 HWU reserves the right to evacuate the Venue in the event of a fire alarm or other emergency irrespective of whether it is a genuine emergency or not, in order to protect the Client's Personnel, the Client's Contractors and the Delegates and in such circumstances does not accept any liability for any consequent delay to the Event or other loss to the Client in respect thereof.

12. HEALTH & SAFETY

12.1 The Client shall:

- (a) notify HWU in writing in advance of the Event of any special needs and/or disabilities of Delegates;
- (b) observe HWU's Policies;
- (c) ensure that satisfactory risk assessments and method statements are provided by the Client's Contractors before a "Permit to Work" is issued by HWU;
- (d) comply (and shall procure that the Client's Personnel, the Client's Contractors and all Delegates comply) with Applicable Law and all fire, electrical and health and safety regulations of HWU;
- (e) observe all fire regulations applicable to the Venue and the holding of the Event, and comply with any instructions of, or measures recommended by, the relevant Fire Authority or required by HWU (including in relation to seating and exhibition layouts and emergency exit arrangements);
- (f) ensure that any materials brought into the Venue (including any stage sets) are made of non-flammable materials, that fire exits are kept clear at all times, and, where a fire exit sign will be obscured, the Client shall ensure that appropriate temporary signs are erected;
- (g) appoint persons present on the day of the Event who must review and return signed fire procedures documents and shall receive and undertake in-house fire safety training by HWU for the Venue;
- (h) undertake that the Client's Contractors who are electrical contractors be NICEIC, EEA or IEE registered, and the Client shall immediately provide HWU with written evidence of this if so requested by HWU; and
- (i) ensure that any equipment brought into the Venue for the Event by the Client or the Client's Contractors confirms in all respects with UK safety and environmental standards as are applicable.

12. FOOD AND DRINK

12.1 Except in exceptional circumstances, and only with prior written approval of HWU, the Delegates are not permitted to consume food, alcoholic and non-alcoholic beverages at the Venue (or HWU's premises) that have not been supplied by HWU (or its contractors pursuant to the Services).

12.2 Food and drink is not permitted to be consumed in the classrooms and the Client shall ensure that food and drink is only consumed by the Client's Personnel, the Client's Contractors and the Delegates in the dedicated spaces provided by HWU at the Venue.

13. AGE RESTRICTION - UNDER 18S AND VULNERABLE ADULTS

The Client is responsible for all Delegates who are under the age of 18 and all vulnerable adults.

14. ANIMALS

No animals of any kind are allowed in the Venue with the exception of assistance dogs. If any Delegate is bringing an assistance dog, advance notification must be given by the Client to HWU.

15. WIFI

15.1 Where HWU provides the Client, the Client's Personnel, the Client's Contractors and/or the Delegates with passcodes for access to HWU's WiFi then it must only be used for lawful purposes and pursuant to the WiFi terms and conditions of each of HWU and HWU's WiFi supplier.

15.2 HWU shall in its sole discretion determine whether there has been a breach of clause 15.1 by the Client, the Client's Personnel, the Client's Contractors and/or the Delegates and this may result in immediate, temporary or permanent withdrawal of the right to use the WiFi during the Event.

15.3 HWU does not guarantee the performance of WiFi or the Internet during the Event.

15.4 HWU may suspend access to the WiFi at any time (without liability to the Client, the Client's Personnel, the Client's Contractors and/or the Delegates).

16. MUSIC, FILMS, RECORDING AND BROADCASTING ETC

16.1 The Client shall not show commercially available films, perform plays, play any live or recorded music, permit any performance or other act at the Event without the necessary licence(s) or which is in breach of third party's copyright or other intellectual property rights.

16.2 The Client will comply with all directions given by HWU in relation to the licences held by HWU from the Performing Right Society Limited, Phonographic Performance Limited and any other similar licensing body, and Heriot-Watt University, Hospitality Services

shall make all returns to HWU in such form as directed by HWU and in accordance with HWU obligations under the terms of such licences.

16.3 The recording or broadcasting of any such performances shall not be made or permitted by the Client, except in accordance with all instructions and directions given or made by HWU.

16.4 The Client shall comply with the terms of any licence held by HWU from Ofcom PMSE Licencing for the use of radio microphones.

17. INSURANCE

17.1 The Client will arrange and maintain an appropriate level of insurance in respect of the Event and the Client's liabilities under the Contract (including maintaining public liability insurance in respect of the matters to be indemnified under clause 18.1 of not less than £5,000,000 in respect of any one incident and against cancellation of the Event). The Client's policy of insurance shall always take precedence over HWU's policy (unless the legal liability being covered arises as a result of HWU's negligence).

17.2 The Client must not do, or allow to be done, anything which may render payable an increased premium under policies of insurance held by HWU in respect of the Venue and/or the Services or which may render void any such policies.

18. LIABILITY

18.1 The Client shall be liable for and indemnify HWU against all losses, damages, claims, costs or expenses (including legal expenses) incurred by HWU (including where it is caused by the Delegates, the Client's Personnel and/or the Client's Contractors) in connection with (a) damage to the Venue, (b) damage to property (including any third party property), (c) death or personal injury at or in respect of the Event, (d) cancellation of a Booking as set out in clause 8.2, or (e) otherwise, except to the extent that the relevant liability arises as a result of HWU's negligence.

18.2 HWU will have no liability to the Client and/or the Delegates where it occurs outwith the Venue (including where such liability is incurred at a venue which HWU has organised as an alternative venue for the Event and/or organised as part of the Services).

18.3 HWU reserves the right to refuse any third party entertainment, services or activities that the Client has arranged and HWU does not accept any liability for the acts or omissions of any party employed or engaged by the Client in connection with the Event (including the Client's Personnel and the Client's Contractors).

18.4 HWU shall endeavour to ensure the safety of the Client's Personnel, the Client's Contractors and the Delegates and their property whilst at the Venue but no responsibility is accepted for the liability of loss or damage to any property of any description (including money, valuables, luggage, clothing, motor vehicles or other items belonging to the Client, the Client's Personnel, the Client's Contractors and/or the Delegates).

18.5 Where HWU has consented to any equipment of the Client, the Client's Personnel, the Client's Contractors or the Delegates at the Venue and/or HWU's premises then it is solely at the risk of the Client, the Client's Personnel, the Client's Contractors or the Delegates (as applicable) and HWU does not accept any liability in respect thereof.

18.6 HWU shall not be liable to the Client for consequential or indirect losses (including (a) loss of sales or business, (b) loss of profits, or (c) loss of contracts, or any damage to the Client's reputation or image) in the event that HWU cancels the Booking, terminates the Contract or otherwise in respect of the Contract.

18.7 Subject to clause 18.8 and except to the extent that liability has been excluded pursuant to this clause 18, HWU's liability to the Client is limited to the Charges which have been paid by the Client to HWU in respect of the Services.

18.8 Nothing in this Contract shall exclude or limit the liability of either party for (a) death or personal injury due to its negligence, (b) fraud or fraudulent misrepresentation, or (c) any other liability which cannot be excluded or limited by law.

19. UNIVERSITY IDENTITY

19.1 The Client shall not (and procures that the Client's Personnel, the Client's Contractors and all Delegates shall not) use the name, logo or any details of HWU for any purpose, unless specifically agreed in advance in writing by HWU.

19.2 Where the Client is using the Venue to promote goods and services, or for concerts, recitals and/or other entertainment, no material publicising the Event and no product sold or distributed at the Event shall contain any reference to, or shall give any impression that, HWU has endorsed the Event, the goods, services or products. The Client will ensure at all times that the product or Event is not promoted or presented in such a manner that

any inference would reasonably be drawn that the product or Event is sponsored by or has HWU's approval, and will comply with any directions given by HWU to this effect. The Client shall not misrepresent its relationship or connection with HWU.

20. DATA PROTECTION

20.1 HWU will process personal data in accordance with the Privacy Notice.

20.2 The parties each acknowledge and agree that they shall each be an independent data controller for the purposes of this Contract. Each party shall comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) and the Privacy and Electronic Communications Regulations 2003.

21. COMPLIANCE

In the event that HWU reasonably considers that there is a breach or anticipated breach of any of the terms of the Contract then it may, without any liability to the Client and without prejudice to any of its other rights or remedies under the Contract or otherwise, withhold any further performance of the Services until such time as the breach is remedied to HWU's satisfaction.

22. FORCE MAJEURE

Neither party shall be under any liability to the other for total or partial failure to perform its obligations (other than payment obligations) under the Contract during any period in which such performance is prevented by circumstances beyond its reasonable control (including failures by contractors or subcontractors due to such circumstances as are referred to in this clause) including any of the following circumstances:

- (a) Acts of God, explosions, flood, lightning, tempest, fire or accident;
- (b) war, hostilities (whether war declared or not), invasion, act of foreign enemies;
- (c) rebellion, revolution, insurrection, military or usurped power or civil war;
- (d) riot, civil commotion or disorder;
- (e) acts, restrictions, regulations, bylaws, refusals to grant any licences or permissions, prohibitions or measures of any kind on the part of any governmental authority;
- (f) strikes lockouts or other industrial actions or trade disputes of whatever nature;
- (g) cancellation due to the government of the country of origin of the visiting group issuing a formal warning advising against travel to the UK for example due to acts of terrorism.

Specific provisions relating to a pandemic and epidemic are set out in clause 10. Where clause 10 does not apply to a pandemic or epidemic then such pandemic or epidemic shall be considered to be a force majeure event for the purposes of this clause 22.

23. GENERAL

23.1 *Compliance with law.* The Client shall observe all Applicable Laws, and shall not do anything by reason of which HWU might become liable to proceedings under any laws, statute, codes or liable to other legal process.

23.2 *Default interest.* If the Client fails to make payment under the Contract by the due date, HWU shall be entitled to charge interest on all overdue amounts from the due date until payment is made (whether before or after any decree or judgment) at the higher of (i) the rate of Bank of England base rate plus 4% per annum (subject to a minimum rate of 4% in aggregate), and (b) the rate as calculated pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

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

23.4 *Severance.* If any provision of the Contract (or part of such provision) is held by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted and the Contract shall remain in full force and effect as if the provision (or part of such provision) had not originally been contained in the Contract. If any such deletion is required, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory provision in place of the provision (or part of such provision) deleted.

23.5 *Assignment.* The Client shall not assign, transfer, subcontract or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of HWU. HWU may at any time transfer, sub-contract or deal in any manner with any or all of its rights and obligations under the Contract.

23.6 *No partnership or agency.* Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.

23.7 *Third party rights.* No person other than a party to the Contract shall have any rights to enforce any term of the Contract.

23.8 *Variation.* No variation of the Contract shall be effective unless it is in writing and signed by the parties.

23.9 *Entire agreement.* The Contract constitutes the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each of the parties acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.

23.10 *Governing Law.* The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Scots law.

23.11 *Jurisdiction.* The parties irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

Date: 3 March 2025