



TERMS AND CONDITIONS

For Conferences and Events

01326 213 706

generalenquiries@fxplus.ac.uk

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It is your responsibility as the Client to ensure you read and understand the terms and conditions contained within this document. By signing a Booking Contract with the Falmouth Exeter Plus Events you will be legally bound to adhere to them. For the purpose of this document, it is important to recognise that Falmouth Exeter Plus Events is a department within Falmouth Exeter Plus, providing event management services.

This Agreement is made between the Falmouth Exeter Plus Events of Penryn Campus, Penryn, Cornwall PL9 7RH (the "Company") and the Client, as detailed in the Booking Contract attached hereto.

For the purposes of this Agreement, the aforesaid organisations/ individuals may be referred to individually as a 'Party' and collectively as the 'Parties.'

WHEREAS:

The Client is entering into a contract with the company to deliver goods and services to the Client for an event (the "Event") as detailed in the Booking Contract. Provision of said goods and services for the Event will be subject to the following terms and conditions:



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1. Events

- 1.1 The details of all goods and services to be provided by Falmouth Exeter Plus Events (on behalf of the Company) to the Client for the Event (the "Services") and which (if any) of the Company's premises will be hired by the Client for use in the Event (the "Venue", which term shall include for the avoidance of doubt overnight accommodation if appropriate), will be as detailed in the Booking Contract attached here (the "Booking Contract"). The Booking Contract once signed by the Client, together with these Terms and Conditions, will form the entire agreement between the Parties for the Event (hereinafter the "Agreement").
- 1.2 The Event Booking form also details all start and finish dates and times for the Event (the "Event Period"), the number of guests or attendees the Client expects to be present at the Event, and all applicable charges for the Services and the Venue or the basis on which the charges for the Services and the Venue will be calculated (the "Charges").
- 1.3 The Booking Contract includes any special terms and conditions the Company may choose to impose on supply of the Services or use of the Venue. In the event of any conflict between these Terms and Conditions and the Booking Contract, the latter shall take precedence.

2. The Charges

- 2.1 The costs to the Client for the Services shall be the Charges as detailed in the Booking Contract. Payment of the Charges shall be made by the Client to the Company in accordance with the provisions of Clause 7 herein.
- 2.2 Subject to the provisions of Clause 6 herein, the Company reserves the right to alter the Charges for the Services which have been offered to the Client at any time not later than six (6) months prior to the Event. The Company shall provide the Client with written notice of any such alteration to the Charges. Should the Company give notice to the Client of its intention to alter the Charges from those stated in the Booking Contract, the Client shall be entitled, within twenty-eight (28) days of receipt of such notification, to cancel the booking.
- 2.3 Notwithstanding the provisions of Clause 2.2 above, the imposition of, or variation in any rate of Value Added Tax ("VAT") or any other applicable taxes from time to time shall not in any case, entitle the Client to cancel the booking for the Event.

3. Confirmation of Booking and Payment of Deposits

- 3.1 The Client warrants that all information that is provided to the Company in the Booking Contract or elsewhere relating to the Event and the booking is accurate and complete at the time of formation of the Agreement. The Client understands that the Company is relying upon this information and should this information prove not to be accurate or complete the Client would bear any liability arising.
- 3.2 The Company has in good faith assumed that where the individual signing the Booking Contract and/or entering



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into the Agreement is booking on behalf of another organisation/person, that individual has the necessary authority to act on its/their behalf. If such individual does not have the appropriate authority to sign the Booking Contract and/or enter into the Agreement, then the Company may hold such individual personally liable for the commitments contained in the Booking Contract and this Agreement.

3.3 All bookings are considered provisional until:

- a) the Company receives a signed Booking Contract, or the Company has confirmed by email that the Agreement has been formed and
- b) the non-refundable deposit is paid by the Client to the Company.

3.4 For an Event to be confirmed, a non-refundable deposit must be received by the Company. The non-refundable deposit will be charged as detailed in the Booking Contract:

Day Conferences:

- Fifty percent of the cost of the venue hire as set out in the Booking Contract or £10pp (based on the number of attendees as set out in the Booking Contract), whichever is the higher

Events:

- Ten percent of expected charges as shown on the Booking Contract or
- £350.00 whichever is the higher

3.5 The deposit will be credited against the final invoice.

3.6 Prior to the event/conference a further 80% stage payments will become payable at six weeks.

4. Number of Attendees and Alterations to the Booking Contract

4.1 Subject to the provisions of Clause 5.4 herein, the Client will be responsible for payment of the Charges in respect of the number of attendees at the Event as stated in the Booking Contract. There shall be no reduction of the Charges if the actual number of attendees at the Event is less than the number stated in the Booking Contract.

4.2.1 If there is a decrease in the number of delegates or attendees as detailed in the Booking Contract, then the following charges will be due in respect of those non attending delegates or attendees ("the Non-attending Delegates"). The periods of time detailed begin on the date the Client notifies the Company in writing of the reduction in numbers of delegates:

- a) More than eight weeks prior to the Event – no charge.
- b) Between eight weeks and four weeks prior to the Event – 25 percent of the proportion of the overall fee as detailed in the Booking Contract that would have been due in respect of the Non-attending Delegates
- c) Between four weeks and three weeks prior to the Event – 50 percent of proportion of the overall fee as detailed in the Booking Contract that would have been due in respect of the Non-attending Delegates
- d) Less than three weeks prior to the Event – one hundred per cent of the proportion of the overall fee for the Event as detailed on the Booking Contract that would have been due in respect of the Non-attending Delegates

4.2.2 If in the Company's reasonable opinion, the reduction in numbers is substantial the Company will be entitled in its absolute discretion to alter the venue, accommodation and/or dining areas allocated to the Event.

4.3 Should the number of attendees the Client expects to attend the Event increase following formation of the contract, then subject to the provisions of Clause six herein, the Charges payable by the Client for the Event shall be



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recalculated according to any additional services to be provided to the Client by the Company.

- 4.4 As a fire precaution the maximum number of attendees at the Event or permitted to enter the Venue shall be as specified by Falmouth Exeter Plus Events on the Booking Contract, and must not under any circumstance, be exceeded.
- 4.5 The Client must inform Falmouth Exeter Plus Events as soon as reasonably possible if the expected number of attendees due at the Event changes, and in any case no less than 14 working days in advance of the Event. Where there is a significant change in expected numbers of attendees at the Event (i.e., there is going to be a 10 percent (10%) or above variation from the number specified on the Booking Contract), the Client must notify Falmouth Exeter Plus Events in writing at least one (1) calendar month prior to the Event.
- 4.6 In any event, Falmouth Exeter Plus Events must be notified in writing of the final number of attendees expected by the Client to attend the Event, a minimum of five (5) working days prior to the Event.
- 4.7 Confirmation of the catering requirements (including any specific food requirements) must be received at least fourteen working days prior to the Event. If this confirmation is not received, the Company will decide on the level and extent of the catering supplied in accordance with the charging levels in the Booking Contract.

5. Additional Services

- 5.1 Should the Client require the Company to provide any additional goods and services for the Event beyond the Services as detailed on the Booking Contract, following signature of the Booking Contract but prior to the Event, provision of said additional services shall be at the sole discretion of the Company, and where the Company agrees to provide any such services, this shall be confirmed in writing by the Company, which shall include any applicable additional charges and/or additional conditions. Once the Company issues the confirmation in writing, such confirmation shall constitute a variation to this Agreement. In all other respects the terms of this Agreement shall remain as those previously agreed between the Client and the Company as detailed herein.
- 5.2 Any additional staff requirements necessitated by the Event (i.e., additional porters, cleaners, front of house, cloakroom attendants etc) will be charged to the Client at a pre-agreed rate and set out on the Booking Contract.
- 5.3 Where relevant, the Company will determine the required level of security required for an Event. The Company will be responsible for procuring the security staff, the cost of which will be included in the Charges for the Event.
- 5.4 Any additional charges will be agreed in advance and included in the invoice issued by the Company in accordance with the provisions of Clause 7.1.

6. Payment of the Charges

- 6.1 In consideration of the Company making available the Venue and supplying the Services to the Client for the Event, the Client agrees to pay the Charges within thirty (30) days of receipt of an invoice from the Company unless otherwise agreed by the Company in writing.
- 6.2 The Company shall issue an invoice to the Client as soon as reasonably possible following the Event. Said invoice shall detail all outstanding sums payable by the Client for the Services less any deposit and stage payments which had been previously paid.



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- 6.3 Timing of payment is of the essence.
- 6.4 Payment by the Client shall be made to the Company without any deduction or set off. The Company reserves the right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.
- 6.5 The Company reserves the right to set off sums owed by the Company to the Client against sums owed by the Client to the Company.
- 6.6 Interest on an overdue invoice shall accrue (on a daily basis) from the day when payment becomes due until the date of payment (whether before or after judgment) at a rate of 4% above Barclays Bank Plc's base lending rate at the time of the relevant invoice.
- 6.7 All Charges will be charged VAT at the rate applicable at the time of the Event. All cancellation charges with the exception of the non-refundable deposit will be charged exempt of VAT. VAT exempt rates may be available to organisations that qualify as an "eligible body" as defined by the VAT Act 1994 Schedule 9, Group 6. A VAT exemption form will be supplied and should be completed and returned to Falmouth Exeter Plus Events.
- 6.8 Overseas Clients; where the Client does not have a United Kingdom (UK) address or where the UK is not the Client's main place of residence/business, the Company reserves the right to ask the Client for a guarantee of payment from a UK bank and where the guarantee is not provided within thirty (30) days of said request, to terminate this Agreement without liability to the Client.

7. Cancellation / Partial Cancellation / Postponement of the Event by the Client

- 7.1 In the unfortunate circumstances that the Client needs to cancel or postpone the Event, the Client shall give Falmouth Exeter Plus Events verbal notice of cancellation as soon as reasonably practicable.
- 7.2 Before any booking or Event is considered to be officially cancelled by the Client, cancellation of the booking must be notified in writing to Falmouth Exeter Plus Events and the Client will be liable to pay compensation to the Company (which the Client acknowledges represents a genuine pre-estimate of the loss likely to be suffered by the Company) in respect of such cancellation (less an amount equal to the extent to which the Company considers in its absolute discretion it has been able to mitigate its loss) (the "Cancellation Charge") which shall be calculated as follows:
 - 7.2.1 If written notice of cancellation is received more than 12 months prior to the Event: the amount of any third-party charges reasonably incurred by the Company for the Event on behalf of the Client prior to cancellation
 - 7.2.2 If written notice of cancellation is received between six months and 12 months prior to the Event: the amount of the deposit plus any third-party charges reasonably incurred by the Company for the event on behalf of the Client prior to cancellation
 - 7.2.3 If written notice of cancellation is received between six months and two months prior to the Event: 40% of expected total charges as set out in the Booking Contract and any third-party charges reasonably incurred by the Company for the Event on behalf of the Client prior to cancellation
 - 7.2.4 If written notice of cancellation is received between eight weeks and three weeks prior to the Event: 75% of expected total charges as set out in the Booking Contract and any third-party charges reasonably incurred by the Company for the Event on behalf of the Client prior to cancellation
 - 7.2.5 If written notice of cancellation is received within three weeks of the Event: 100% of the expected total charges



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as set out in the Booking Contract and any third-party charges reasonably incurred by the Company for the Event on behalf of the Client prior to cancellation

- 7.3 The Cancellation Charge is exclusive of VAT.
- 7.4 The Company will issue an invoice to the Client for any Cancellation Charge. The invoice will be payable by the Client in full within thirty (30) days from the invoice date.

8. Cancellation of the Event by the Company

- 8.1 The Company reserves the right in its absolute discretion and without giving reasons, to refuse or cancel any booking at any time prior to the Event commencement date.
- 8.2 The Company reserves the right to cancel any bookings for the use of the Venue, or any other of its premises, or the premises of the Company at any time where such cancellation arises due directly or indirectly to any event or circumstance beyond the Company's reasonable control, including without limitation: fire, flood, earthquake, elements of nature or Acts of God, acts of war, terrorism, riots, malicious damage, civil disorders, rebellions or revolutions, strikes or lockouts, court orders, police orders or third party failure or non-performance and accepts no liability for any inconvenience or loss caused to the Client in consequence of such cancellation.
- 8.3 The Company may also cancel the Event and terminate this Agreement with immediate effect, with no liability to the Client where:
 - 8.3.1 the Event might in the Company's reasonable opinion prejudice the reputation or business of the Company.
 - 8.3.2 the Event might in the Company's reasonable opinion contravene or potentially put the Company in breach of the Prevent duties placed on higher education institutions in relation to Counter Terrorism
 - 8.3.3 in the reasonable opinion of the Company the Event does not comply with the Company's Freedom of Speech Policy and Code of Practice which can be found at [www.exeter.ac.uk/news/events/freedom of speech policy](http://www.exeter.ac.uk/news/events/freedom_of_speech_policy)
 - 8.3.4 the Client (being a body corporate) convenes a meeting of creditors or enters into liquidation (whether voluntary or compulsory)
 - 8.3.5 the Client has a receiver, manager or administrative receiver appointed of the whole or any part of its undertaking,
 - 8.3.6 a resolution is passed, or petition presented to any court for the winding-up of the Client or any person takes any step to appoint an administrator of the Client;
 - 8.3.7 any proceedings are commenced relating to the insolvency of the Client in any jurisdiction to which the Client or any of its assets is subject;
 - 8.3.8 the Client has, suffers, or allows any execution to be levied on its assets or obtained against it;
 - 8.3.9 the Client commits a material breach of any of its obligations under this Agreement;
 - 8.3.10 the Client is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 8.3.11 the Client ceases or threatens to cease trade;
 - 8.3.12 the Client is more than thirty (30) days in arrears with payment to the Company for previously supplied services or, where pre-payments are due, where such pre-payments are not paid.
- 8.4 Termination of this Agreement by the Company in accordance with this Clause 9 shall not affect the rights and



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duties the Parties accrued under this Agreement prior to termination.

- 8.5 Where this Agreement is terminated in accordance with the provisions of Clause 9.3, the Company reserves the right to impose the Cancellation Charges as detailed in Clause 8.

9. Changes to the Venue

9. Where the Company has reasonable commercial or operational reasons for doing so (including, but not limited to, the carrying out of works on the relevant Venue or the Venue being otherwise unavailable), the Company reserves the right to change the Venue for an alternative premises which, in the reasonable opinion of the Company is of equal suitability for the Event. In the event this should become necessary, the Company shall use all reasonable endeavours to notify the Client as soon as reasonably practicable.

10. Services Provided by Third Parties for the Event

- 10.1 The Client will seek prior written consent from Falmouth Exeter Plus Events should it wish to use any entertainment or services for the Event which will be supplied by a third party. Any such services must comply with all and any legislation, statutory codes, and regulations. It shall be the sole responsibility of the Client to ensure that, where applicable, all electrical equipment used has a current Portable Appliance Test (PAT) Certificate(s). The Company reserves the right to request proof from the Client in the form of relevant documentation, that this provision is complied with in full.
- 10.2 All third-party contractors arranged for the Event or brought into the Venue by the Client must be covered by their own valid Public Liability Insurance policy to a minimum level as advised by the Company.
- 10.3 The Company reserves the right to object to the Client's intended use of any third party which the Company reasonably considers to be unsuitable or inappropriate and to undertake or to require the Client to, undertake their removal from the Venue and the Event.
- 10.4 The Client agrees to indemnify the Company in full against any claims, costs and expenses incurred by the Company as a result of the Client's use of a third-party supplier for the Event under the provisions of this Clause 11.
- 10.5 The Client must obtain a risk assessment for any third party (including any exhibitors, or sub-contractors). Such risk assessments must be available for inspection at the Venue by the Company (or any local authority inspector). The Client must ensure all risk assessments are complied with.

11. Use of the Venue

- 11.1 The Client undertakes to the Company:
- 11.1.1 to use the Venue only for the purpose of hosting the Event over the Event Period as stated in the Booking Contract;
- 11.1.2 not to use the Venue or any part of the Venue for any activities which could reasonably be considered to be dangerous, offensive, noxious, illegal, or immoral or which are or may become a nuisance to the Company or the



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- owner or occupier of any neighboring property;
- 11.1.3 not to do anything which might invalidate any insurance maintained by the Company in respect of the Venue or which might reasonably be expected to raise any insurance premium payable for the Venue.
- 11.1.4 not to bring to the Venue or any part of it any animals (except disability assistance dogs);
- 11.1.5 to indemnify the Company in respect of the cost of making good any damage to the Venue suffered during the Event (excluding only fair wear and tear);
- 11.1.6 to indemnify the Company against any damages, losses, costs, claims or expenses incurred by the Company towards a third party arising out of or in connection with the Client's use of the Venue and/or the provision of the Services by the Company, whether arising by reason of negligence of the Client or otherwise;
- 11.1.7 not to park or allow another person to park on or obstruct any highway route allowing access to the Venue;
- 11.1.8 not to make any alterations or attachments or additions to the Venue without the prior written consent of the Company;
- 11.1.9 to procure that the Event takes place during the period agreed on the Booking Contract and to ensure that all guests have left the Venue no later than the end of said period or such time as the Company shall have agreed in writing.
- 11.2 No vehicle belonging to the Client, the Client's employees, agents, sub-contractors, or guests will be allowed to park at the Venue or the premises of the Company without a valid car parking permit. The Company accepts no responsibility for any damage, however occasioned to any vehicle parked on the Company's premises. Vehicular access and deliveries to the Venue must be approved prior to the Event by the company.
- 11.3 On site car parking is limited. Please note that Pay and Display parking is in operation on the Company campus, Monday to Friday 08:00 – 18:00 throughout the year.
- 11.4 No wines, spirits, food, or beverage may be brought into the Venue by the Client or on the Client's behalf or that of any attendees at the Event for consumption at the Venue unless the Company's prior written consent has been obtained, for which an additional charge will be levied.
- 11.5 The Company or one of its nominated suppliers must be used as the sole purveyor of food and beverages at the Venue. All food and beverage consumed within the Venue must be provided by the Company. It is not permitted to bring outside catering onto site.
- 11.6 The Company may, at its sole discretion, assist the Client, where reasonably possible, with the storage of equipment that may be required for the Event. Should the Company permit any such equipment to be stored on its premises, and the Client chooses to do so, such equipment shall be left by the Client entirely at the Client's own risk and the Company shall accept no liability for any loss or damage of any sort, howsoever occasioned, to any item of equipment, furniture, stock or the like left in storage on premises owned or controlled by the Company.
- 11.7 The Client acknowledges that s/he is aware that the Company operates a No Smoking policy throughout all their properties and within a 5m boundary of its buildings. The Client is responsible for ensuring that neither the Client nor any of the attendees at the Event smoke in or around the Venue (and this prohibition shall include e-cigarettes). The Company reserves the right to charge for any associated cleaning costs in the case of failure to comply with this policy.
- 11.8 Where there are any set up requirements for an Event, during build and breakdown periods access to the Venue will be restricted and controlled by the Company or its nominated supplier.
- 11.9 If any items are to be delivered to the Venue or any of the Company's premises prior to the Event, arrangements must be made with the company advance. The Company will use reasonable endeavors for the safekeeping of such



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items which will nevertheless remain at the owner's risk and the Company will not be held responsible in the event of loss, theft, or damage to the same. Any deliveries should be clearly marked with the Event title, date, and Venue(s). The Company cannot accept responsibility for vehicles and their goods parked within the loading bay.

- 11.10 Please advise Falmouth Exeter Plus Events if attendees will be arriving and or departing by coach so that appropriate pick up/drop off/parking points can be arranged.
- 11.11 The Client should forward details of any VIPs, members of the press or photographers to Falmouth Exeter Plus Events not later than 14 days before the start of the Event. If badges, tickets, or passes are being issued, a sample copy should be sent to Falmouth Exeter Plus Events.
- 11.12 At the end of the Event the Client shall ensure it returns the Venue in a clean and orderly state and shall remove all equipment and other items previously brought into the Venue.

12. Appropriate Conduct of Attendees

- 12.1 The Company reserves the right to judge acceptable levels of noise or behaviour at the Event whether this is by the Client or the Client's guests, attendees at the Event, representatives, or contractors. The Client must ensure, and is solely responsible for their guests,' attendees at the Event, representatives,' or contractors' compliance with FX Plus Events directions as to noise or appropriate behaviour.
- 12.2 The Company reserves the right to exclude or eject any person from the Event or the Venue where Falmouth Exeter Plus Events reasonably considers such person to be objectionable; and to terminate this Agreement and stop the Event without liability to refund any charges to the Client or offer any form of compensation, where necessary to prevent or terminate unacceptable noise or behaviour.
- 12.3 The Client shall indemnify the Company against all, and any losses, costs, damages, and expenses suffered or incurred by the Company arising out of any exclusion, ejection, termination or stopping the Event and circumstances giving rise thereto.
- 12.4 The Company reserves the right to charge the Client in full for any damage or destruction of property belonging to the Company and for any unusual cleaning bills caused by or resulting from the activities of the Client or those of attendees at the Event.
- 12.5 The Company may wish to take photographs during a hosted event for marketing purposes. You will be asked to give your consent on behalf of those attending the event, by completing a photography consent form.
- 12.6 The Client shall / must:
 - 12.6.1 ensure that no-one interferes with or damages or misuses any of the Company's equipment, fabric, fixtures, fittings, or decoration at the Venue;
 - 12.6.2 not use any adhesive tape on any of the floor surfaces or stairways without the prior authorisation of Falmouth Exeter Plus Events;
 - 12.6.3 not paint any stand or display without the prior authorisation of Falmouth Exeter Plus Events;
 - 12.6.4 not remove or relocate any fixtures and fittings from within the Venue;
 - 12.6.5 not interfere with any of the Venue's emergency lighting, or signage by removing bulbs or masking them with materials of any type;



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- 12.6.6 fix drapes/ curtains or any form of scenery without the prior authorisation of Falmouth Exeter Plus Events;
- 12.6.7 not drive staples or other fixings into any of the Venue's fabric (including woodwork, floor, plaster, or staging) without prior authorisation from Falmouth Exeter Plus Events;
- 12.6.8 not affix posters or advertising to the Venue; and
- 12.6.9 where "gaffer" tape is to be used on stages or other areas, it shall be of an approved quality that must be agreed with Falmouth Exeter Plus Events prior to the Event.
- 12.7 Marquees and any other structure can only be arranged through and procured by Falmouth Exeter Plus Events.
- 12.8 Fireworks are normally permitted at the discretion of Falmouth Exeter Plus Events who will also procure on behalf of the client. Falmouth Exeter Plus Events may charge an administration fee to cover the communication requirements as covered by the Company's firework policy, a copy of which will be provided upon request. A display can only go ahead if all conditions (including weather on the day) are met as per the risk assessment.
- 12.9 Bouncy castles and inflatable structures and inflatables generally, together with Bucking Bronco and other fairground type rides and any other non-standard items are allowed but must be staffed at all times. No one under the influence of alcohol should be allowed to use any inflatable structure. A full risk assessment and public liability insurance must be provided to and approved by Falmouth Exeter Plus Events prior to the event.
- 12.10 Paper lanterns and confetti are prohibited within Company grounds
- 12.11 Candles and Tea lights are allowed subject to a satisfactory risk assessment.
- 12.12 Corkage shall be payable as per the Booking Contract

13. Health, Safety Legal and Licensing

- 13.1 The Client must comply fully, and ensure full compliance of all sub-contractors, employees and guests with the Company's risk assessment for the Venue together with the Company's Health and Safety Policy a copy of which can be obtained from Falmouth Exeter Plus Events team.
- 13.2 The Client must maintain free access to fire exits and fire-related equipment at all times, and they must be kept clear and visible at all times.
- 13.3 The Client, any visitors or attendees at the Event are not permitted to bring any item into the Venue or any of the Company's premises that has the potential to endanger others (e.g., hazardous equipment such as gas cylinders, halogen gas and or unmaintained equipment). The Company reserves the right to check any equipment and to refuse its use if deemed unsuitable or unsafe.
- 13.4 The Client must obtain prior approval from Falmouth Exeter Plus Events before using any special effects equipment in the Venue. It shall be the sole responsibility of the Client to ensure that, where applicable, all electrical equipment used has a current Portable Appliance Test (PAT) Certificate(s). The Company reserves the right to request proof from the Client in the form of relevant documentation, that this provision is complied with in full.
- 13.5 The Client must comply with all advice and/or instructions supplied by Falmouth Exeter Plus Events relating to the use of the Venue which are necessary to ensure that any goods or equipment supplied as set out in this Agreement will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work.



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- 13.6 The Client shall indemnify the Company in respect of any and all claims arising as a result of the Client's or the Client's guests' representatives or contractors' activities during the Event and in respect of any loss arising from a breach of this contract.
- 13.7 In compliance with the Health and Safety at Work Act 1974 and the management of Health and Safety at Work Regulations 1999, the Client and any associated contractor, sub-contractor or other third party supplies the Company with:
- 13.7.1 a copy of the Client's health and safety policy;
- 13.7.2 a method statement for the work being undertaken as well as a Safe System of Work (Risk Assessment) document to highlight the control measures being put in place; and
- 13.7.3 a suitable and sufficient risk assessment to cover the Event as a whole. Such risk assessment should be sent to Falmouth Exeter Plus Events no later than 21 days prior to the Event commencement date.
- 13.8 The Client acknowledges that it is the Client's responsibility where the booking may comprise, at the relevant time, individuals under the age of eighteen (18) to ensure that all necessary child protection measures and arrangements in connection with the Event, including, but not limited to:
- 13.8.1 undertaking any appropriate risk assessments;
- 13.8.2 ensuring that the Client's staff are trained and briefed on procedures for dealing with concerns about child protection;
- 13.8.3 seeking and obtaining appropriate levels of Disclosure and Barring checks on all such staff; and
- 13.8.4 ensuring that the Client has the appropriate insurance arrangements in place.
- 13.9 The Client is responsible for any children who attend the Event and their behaviour.
- 13.10 The Client and all attendees at the Event are under a duty of care to report to the Company any situation during the Event that they believe to be potentially hazardous. In the context of fire prevention this may be something which could lead to an outbreak of fire (e.g., unsafe storage of flammable materials) or something which could hinder the safe evacuation of the premises in the event of a fire (e.g., obstruction of fire escapes).
- 13.11 All staff attending the event on behalf of the Client should have received appropriate health and safety training e.g., manual handling training and are responsible for their own health and safety.

14. Attendees' Clothing and Personal Property

- 14.1 The Company does not accept responsibility for the Client's property or that of the attendees at the Event, the Client's guests, employees, or subcontractors. In some instances, cloakrooms may be available during the Event for the convenience of the Client, but any goods or personal belongings deposited in such cloakrooms or left unattended at the Venue, are deposited at the owner's own risk and without any liability on the part of the Company.
- 14.2 The Company does not accept any liability for loss or damage to any item of equipment, furniture, stock, or the like left in storage on Company premises.



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15. Liability

- 15.1 No liability or responsibility is accepted by the Company for the safety of or damage to or loss of any personal property belonging to the Client, attendees at the Event, or other visitors for damage to or loss from their vehicles except to the extent that such liability may result from the Company's or its staff's negligence.
- 15.2 The Company retains public liability insurance in respect of any Event. However, such insurance only applies in the event that the Company or its staff are held to be negligent. The Client is therefore strongly advised to carry its own insurance in respect of accidents or other matters of injury, loss or damage which may arise in connection with the Event, especially in the event that an accident occurs for which the Client is held to be responsible.
- 15.3 The Company shall use reasonable care and skill in the performance of this Agreement.
- 15.4 Save insofar as such liability may not be lawfully excluded, the Company shall have no liability or obligation under this Agreement or otherwise in contract or in tort arising out of or connected with the performance of this Agreement (including, but not limited to, loss, damage or delay of any nature whatsoever or howsoever caused whether direct or indirect or consequential and whether or not caused by the negligence of the Company, its employees, agents or sub-contractors) save as expressly provided in this Agreement and, save as aforesaid, all warranties, terms, obligations or duties, express or implied by statute, common law or otherwise in relation to this Agreement or any term or terms thereof or its or their performance are hereby excluded.
- 15.5 The total liability of the Company under this Agreement or otherwise (whether or not caused by the negligence of the Company, its employees, agents or sub-contractors) arising out of or in connection with the performance or purported performance of or failure in the performance of this Agreement shall not exceed the total Charges (excluding VAT) payable by the Client to the Company under the terms of this Agreement or TEN THOUSAND GBP (£10,000), whichever is the lower sum. The Company expressly excludes liability for indirect or consequential loss or damage for loss of profit or goodwill which may arise out of or in connection with the performance or purported performance of or failure in the performance of this Agreement.

16. Intellectual Property and Signage / Advertising

- 16.1 The Client may not use any of the following without written permissions from the Company:
- 16.1.1 The name "Falmouth Exeter Plus" or "Falmouth Exeter Plus Events;"
- 16.1.2 The name or logo of any of the Company of Exeter University's or Falmouth University's Colleges, Departments, or Institutes, Falmouth Exeter Plus Events;
- 16.1.3 Any photographs of any part of the Company for business purposes or any intellectual property of the Company.
- 16.2 No material publicising the Event and no product sold or distributed at the Event shall contain any reference, or shall give any impression, to the effect that the Company has endorsed the Event or product. 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 linked to the Company or has the Company's approval and will comply with any directions given by the Company to this effect.
- 16.3 The Company has the right to request a copy of any advertising material or invites relating to the Event.



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- 16.4 No posters, notices or billboards may be displayed inside the Venue without the permission of the Company.
- 16.5 Where the Client wishes to have any banners to be hung in the Venue, then the cost of the staff charges will be recharged to the Client.
- 16.6 No posters, notices, large banners, hoardings, or billboards may be displayed outside the building either attached or located on other fixtures within the surrounds of the building without the prior authorisation of Falmouth Exeter Plus Events.
- 16.7 The Client must obtain the Company's prior written approval if the Client wishes to attach any item to the walls, floors, or ceilings of the Venue, or to any part of the hard landscaping or infrastructure of the campus.

17. Jurisdiction

17. This Agreement shall be governed by and construed in all respects in accordance with the laws of England. The Company and the Client hereby submit to the exclusive jurisdiction of the English courts.

18. Freedom of Information and Data Protection

18. The Client acknowledges that the Company is subject to the requirements of the Freedom of Information Act 2000 and shall assist and co-operate with the Company in complying with all statutory obligations regarding information disclosure required by the provisions of this Act. The Client shall ensure that all information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the Company to inspect such records as requested from time to time.

The Company does not store any personal information, except where you voluntarily choose to give it to us. Any personal information you give us is used exclusively by the Company for the purpose of providing you with the information you have requested and in accordance with our privacy policy, further details of which can be found at <https://fxplus.ac.uk/policies-statements/other-policies-and-statements/> We do not pass any of your personal data to outside organisations and/or individuals except with your express consent.

19. Medical Provision and Major Incident

- 19.1 Requests for assistance during an Event should be made to the Falmouth Exeter Plus Event Team. The Company should be informed of any incidents on site to ensure they are properly recorded.
- 19.2 Provision of FIRST AID is a statutory requirement and the Company will expect the Client to make the necessary arrangements to have certified first aiders in attendance. If the Client instructs the Company to provide first aid cover the charges for such cover will be added to the final invoice.
- 19.3 The Company has a Major Incident Event Management Plan which provides a framework for the management of incidents which could affect the Event. In the event of an incident the following will apply:



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- 19.3.1 the emergency services have priority, and the Company will follow their lead;
- 19.3.2 if an emergency occurs during an Event, then the Company will take primacy over the Client;
- 19.3.3 the plan covers the period starting 48 hours before the Event, up to the end of the Event. It should be used where severe incidents or threats jeopardise the success of the Event.
- 19.3.4 at all times, the welfare of staff, attendees and third parties will be paramount.

20. Statutory Requirements

- 20.1 Premises License: It is a prerequisite that you comply with all requirements regarding licensable activities within the premises you are using / have booked. The Company can provide detailed information upon request.
- 20.2 Performing Rights: the venue is licensed for concerts or dancing with the Performing Rights Society Limited. It is the responsibility of the Client to ensure that playlists are provided to Falmouth Exeter Plus Events in order to satisfy the legislation on Performing Rights. Please note that the cost of room hire is not in respect of any liability under the Performing Right Society legislation. Any costs incurred under this legislation will be re-charged to the hirer.
- 20.3 Foreign Entertainers Unit, if applicable, is payable by Client.
- 20.4.1 Prevent: The Client acknowledges that Section 26 of the Counterterrorism and Security Act 2015 (the Act) places a duty on the Company to have due regard to the need to prevent people from being drawn into terrorism (the "Prevent Duty")
- 20.4.2 The Client hereby declares and warrants that, to the best of its knowledge:
 - a) no speaker at the Event has never been prohibited from speaking at the Company or any other institution; and
 - b) no speaker at the Event has a history of extremist and illegal views and/or support for a terrorist organisation; and
 - c) no topic to be covered during the Event is likely to convey extremist and/or illegal views and/or support for a proscribed terrorist organization
- 20.4.3 The Client agrees that it will notify the Company immediately in writing if at any time (including during the Event when it will only be obliged to notify the Company verbally) it is unable or, acting reasonably, believes it may not be able, to confirm any part of the declaration at Clause 20.4.2 a) to c) (inclusive).
- 20.4.4 The Client agrees that it will comply with any restrictions ("Restrictions") placed on the Event by the Company acting reasonably in the event that the Company considers there to be a risk that the Event may place it in breach of the Prevent Duty
- 20.4.5 The Company shall be entitled to cancel the Event in whole or in part (which shall be at its entire discretion) any time prior to the Event or during the Event in the following circumstances:
 - a) The Company believes, acting reasonably, that there has been a breach of Clause 20.4.3; or
 - b) The Client refuses to or fails to comply with a Restriction in whole or in part; or
 - c) The Company reasonably considers there to be a risk that it will be placed in breach of the Prevent Duty if the Event goes ahead



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- 20.4.6 In the event that the Company cancels in whole or in part pursuant to clause 20.4.4 then the Cancellation Charges set out in Clause 8 hereof shall be payable by the Client to the Company
- 20.4.7 The Client shall ensure that the Company's Speaker Policy and Code of Practice a copy of which can be obtained from Falmouth Exeter Plus Events are complied with at all times.

21. Furniture and Seating Arrangements

21. Furniture and seating will be arranged between the Client and Falmouth Exeter Plus Events. Details of the Client's seating and furniture proposals should be confirmed at the point of confirming the booking. Where furniture layout changes are significant, or turnaround times are tight, additional staffing charges will be applied at a pre-agreed rate.

22. Waste Disposal

22. The Company is firmly committed to the principles and practices of environmental sustainability in its activities across the institution. As such the Company expects its customers and third-party associates to demonstrate a responsible approach. The Client is responsible for all waste generated by the Event. All paper and cardboard waste can be disposed of by the Company providing it is clearly marked as recycling. Recycling facilities are available and if necessary additional facilities can be provided for your Event.

23. General

- 23.1 The rights and remedies of the Company expressed in this Agreement shall be in addition and without prejudice to any other rights or remedies which may be available to the Company at common law or under statute.
- 23.2 All bookings accepted by the Company are subject to these Terms and Conditions and this Agreement which supersede all prior representations by Falmouth Exeter Plus Events or any of its employees and override any other terms and conditions stipulated or incorporated or referred to by the Client in any negotiations, and this Agreement and these Terms and Conditions are the only terms and conditions upon which the Company agrees to perform this Agreement, unless otherwise expressly agreed in writing by the Company.
- 23.3 No modification or alteration of this Agreement shall be enforceable, save as otherwise provided in these Terms and Conditions, unless agreed in writing by the Company and the Client.
- 23.4 No waiver or delay on the part of the Company to exercise any right or remedy available to it, in terms of this Agreement or otherwise shall operate as a waiver of that or any other right or remedy nor shall any partial exercise preclude any other further exercise of that or any other right or remedy.
- 23.5 Any waiver by the Company of any breach by the Client is not a waiver of any subsequent breach.



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- 23.6 This Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 23.7 Should any provision of this Agreement be found by any competent authority to be invalid, unenforceable, or unreasonable, it shall be severed from the remainder of this Agreement which shall continue in full force and effect.
- 23.8 This Agreement is personal to the Client who shall not be entitled to assign or transfer in whole or part the benefit and/or the burden thereof without the Company's prior written consent.
- 23.9 All notices to be given by either Party to the other under this Agreement shall be validly served only in writing and delivered personally or sent by first class prepaid post or by headed email to the respective addresses in the United Kingdom as the relevant party has notified for such purpose or, if the Client is a company, to its registered office from time to time, and in the case of posting shall be deemed to have been properly served on the second day after the date of posting and in the case of facsimile shall be deemed to have been properly served on receipt of a successful transmission report. The Company's address for service is Penryn Campus, Penryn, Cornwall, TR10 9FE.
- 23.10 The Company warrants to the Client that all Personal Data (as defined in the Data Protection Act 1998) provided to the Company in relation to this Agreement, shall be handled by the Company strictly in accordance with said Act as amended, and with the provisions of any other applicable data protection legislation.
- 23.11 These Terms and Conditions and this Agreement shall not constitute and shall not be deemed to constitute any relationship of partnership or agency between the Company and the Client and shall not in any way create a lease of the Venue or any Company premises.
- 23.12 The Company shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control ("Force Majeure"). In such circumstances the Company shall be entitled to a reasonable extension of the time for performing its obligations.
- 23.13 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

24. Filming and Photoshoots

- 24 If the Event includes any filming or photography on any of the Falmouth Exeter Plus Events campuses or within its venues, then the Company standard filming and photography Terms and Conditions a copy of which can be obtained from Falmouth Exeter Plus Events shall apply and the Client shall fully comply with the same.

25. Hire of Sports Facilities

- 25 If the Event includes the use of any of the Company's sports facilities, then the Company's Terms and Conditions relating to the use of its sports facilities a copy of which can be obtained from Falmouth Exeter Plus Events shall apply. In particular but without limitation to the foregoing the Client shall ensure that all booking requests are accompanied by a completed pre-booking check sheet as per the Sport Terms and Conditions. The Client shall fully comply with the Sport Terms and Conditions.



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26. Accessibility

- 26 The Client acknowledges that it has read and understood the Company's accessibility statement and that the Company made the Client aware of the accessibility statement prior to the Client entering into this Agreement. The Company's policy on access to its facilities is available at <https://fxplus.ac.uk/policies-statements/accessibility-statement/>

27. Strobe Lighting, Pyrotechnics, Lasers, and Theatrical Smoke

- 27.1 The following conditions must be adhered to:
- 27.1.1 The use of strobe, pyrotechnics, lasers, or theatrical smoke for an Event is subject to a separate code of conduct which is available on request. Requests together with a risk assessment and detailed plan must be made in writing to Falmouth Exeter Plus Events at least 28 days prior to the Event.
 - 27.1.2 Advance notification must be given if theatrical smoke is to be used in order to consider the presence of automatic fire detectors. Smoke or vapour must not be allowed to drift into exits, stairwells, corridors or escape routes.
 - 27.1.3 An on-site strobe, smoke, laser, pyrotechnic check will be carried out at an agreed time by the Company's Fire Officer. The Fire Officer will grant final permission for the smoke/laser/pyrotechnics to be used during the Event and may impose conditions. Any costs involved in providing these checks will be recharged to the Client.
 - 27.1.4 In the case of strobe lighting appropriate warning signage should be displayed.
 - 27.1.5 Any additional stage requirements/configurations will be charged to the Client at a pre-agreed rate.

28. Technical Services and Equipment

28. The Company's non-standard technical equipment (which shall include the lighting rigs) must be operated by a Company technician or a Company nominated supplier. The charges for this service will be as per the Booking Contract.

29. Vehicle Display on Campus

- 29.1 An axle weight limit of 7.5 tons is applicable to all vehicles to reduce the potential of heavy vehicles damaging the paving. There should be no hard power steering with full lock to full lock as this has the potential of leaving rubber tread.
- 29.2 Where a petrol or diesel driven vehicle essential to the Event is required to be brought into the Venue area for the purpose of display, spill kits must be used to ensure all spillages are caught. The tray should be filled with an appropriate absorbent material and must be removed from the Company campus and disposed of in a safe and



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environmental way following the Event.

29.3 Pedestrians have priority at all times.

30. Marquees on Campus

30. Where appropriate the fixing points to be used for the erection of all marquees should be discussed in advance and agreed. A survey of the land maybe required to ensure no utilities are disturbed by 2m spikes. If the Marquee is free standing, then all risks must be addressed in an appropriate risk assessment and lodged with the Company.

31. Generators on Campus

31.1 All generators must be of the silent type. The client must ensure spill kits are used to ensure all spillages are caught. The tray should be filled with an appropriate absorbent material and must be removed from the campus and disposed of in a safe and environmental way following the Event.

31.2 We also insist on diesel/petrol vehicles having spill kits to catch all spillages. Once the vehicle is positioned, protection mats between the wheels and the floor will be required. All vehicles should be in a road worthy condition.

32. Guidelines for Fancy Dress

32.1 A big part of the fun at a fancy-dress event is seeing guests in their incredible outfits. However, we would ask you to exercise your common sense when planning your outfits and to consider the Company's core belief that it is everyone's responsibility to be inclusive and not make anyone feel uncomfortable or offended.

32.2 Here are some pointers but please contact us for guidance if you are not sure:

- a) Avoid anything that can be seen as racially or sexually offensive
- b) Do not wear anything (including t-shirts) that has bad language on it
- c) Do not dress up as/celebrate someone who has committed a criminal act
- d) Do not use the Company logo or brand on your outfits or t-shirts

32.3 The Company will exercise its right to ask an individual/s to leave the event if it believes the individual could by way of their costume cause offence.



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33. Food Preparation

- 33.1 The Falmouth Exeter Plus Events makes every attempt to identify ingredients that may cause an allergic reaction to those with food allergies.
- 33.2 However, there is always a risk of contamination as in our food preparation we use products such as milk, eggs, gluten, fish, crustaceans, mollusks, peanuts, other nuts, sulphites, Sulphur dioxide, sesame seeds, celery, mustard, lupin, and soya.
- 33.3 Although we have strict cross contamination practices and policies in place, we cannot guarantee a total absence of these products in any of our dishes. Customers with food allergies must be aware of this risk. The Falmouth Exeter Plus Events will not assume any liability for an adverse reaction to the food or drink that it has been provided.
- 33.4 Here is the link to the Food Safety Policy, which is a legal requirement.
- 33.5 Here is the link to the [Terms and Conditions](#) for Catering and Hospitality.