

# Durham University

## Terms and Conditions for Careers Events

This Agreement is made between **Durham University** whose registered address is the Palatine Centre, Stockton Road, Durham, DH1 3LE (the “University”) and **the Client**, as detailed in the Booking Form attached hereto. For the purposes of the Contract, the aforesaid organisations/individuals may be referred to individually as a ‘Party’ and collectively as the ‘Parties’.

### WHEREAS:

The Client wishes to attend an event hosted by the University’s Careers, Employability and Enterprise Centre (the “Event”) as detailed in the Careers, Employability and Enterprise Centre Booking Form (the “Booking Form”). Booking onto, and attendance at the Event by the Client, are subject to the Client’s acceptance of the following terms and conditions:

#### **1. Event Bookings**

- 1.1 The details of all goods and services to be provided by the University to the Client as part of the Event (the “Services”) and where the Event will take place (the “Venue”), will be as detailed in the Booking Form attached hereto. The Booking Form will be submitted electronically to the University by the Client and such electronic submission of the Booking Form shall constitute acceptance of the University’s offer to attend the Event and agreement by the Client to be legally bound by these Terms and Conditions for Careers Events. Where the University agrees to the Client’s attendance at the Event, the University will confirm and accept the Client’s booking with a confirmation email (“Booking Confirmation”). The Booking Form, these Terms and Conditions for Careers Events and the Booking Confirmation will form the entire agreement between the Parties for attendance by the Client of the Event (hereinafter the “Contract”).
- 1.2 The Booking Form shall include details of all start and finish dates and times applicable to the Event (the “Event Period”), the number of Client Representatives the Client permitted to attend the Event, and all applicable charges for the attendance and associated Services (the “Charges”).
- 1.3 The Booking Form and/or the Booking Confirmation shall include any special terms and conditions applicable to the Event being booked. In the event of any conflict between these terms and conditions and any Special Terms included in the Booking Form or Booking Confirmation, the latter shall take precedence.
- 1.4 All bookings are considered provisional until the Booking Confirmation is sent by the University to the Client, upon which the Contract shall be considered to be in force.
- 1.5 The Client warrants that all information that is provided to the University in the Booking Form or elsewhere relating to the Event and the booking is accurate and complete at the time of acceptance of the Contract. The Client understands that the University is relying upon this information and should this information prove not to be accurate or complete the Client would bear any liability arising.
- 1.6 The University has in good faith assumed that where the individual submitting the Booking Form is booking on behalf of another organisation/person, that individual has the necessary authority to act on its/their behalf. In the event that such individual does not have the appropriate authority to execute a contract on behalf of that organization or individual, then the University may hold such individual personally liable for the commitments contained in the Contract. Any person submitting a Booking Form on behalf of another organisation/person should check they have the necessary authority to do so, to avoid embarrassment.
- 1.7 In the event that the Client wishes to increase the number of attendees booked to attend the Event, the Client should submit a written request to do so to the University as soon as reasonably practicable. Where possible, the University shall endeavor to accommodate such a request, but at all times, the University reserves the absolute right to refuse such a request where insufficient space or resource is available to do so. Where such a request is accepted, the University shall issue a modified Booking Confirmation, confirming the additional Charges payable.
- 1.8 In the event that the Client wishes to decrease the number of attendees booked to attend the Event, the Client should submit a written request to do so to the University as soon as reasonably practicable. Cancellation charges shall be payable in respect of any places cancelled in accordance with the provisions of clause 3.2 herein.
- 1.9 The Client acknowledges and agrees that any Booking accepted by the University is personal to the Client, and the Client is not entitled to offer its place at the Event to any other individual or organization, nor is the Client entitled to assign, or subcontract the Contract to any other party, organisation or individual without the express written consent of the University.
- 1.10 The Client acknowledges that for some Events, the Booking Form allows the Client the opportunity to express an interest in purchasing advertising space in certain materials printed by the University in connection with the Event. The Client acknowledges that such advertising space is allocated at the sole discretion of the University, and the availability of such space is not guaranteed. Any allocation of advertising space shall be notified to the Client in the Booking Confirmation.
- 1.11 Where any advertising space is confirmed to have been allocated to the Client via the Booking Confirmation, the Client agrees that inclusion of any Client advert shall be subject to the supplemental Terms and Conditions for the inclusion of Client Advertising in University Materials as annexed here to as Schedule 1 to this Agreement, and any additional charges payable for such advertising shall form part of the Charges and shall be payable by the Client to the University in accordance with the provisions of Clause 2 below.

## **2. The Charges**

- 2.1 The costs to the Client for attendance at the Event and the Services shall be the Charges calculated in accordance with the Booking Form and confirmed by the University to the Client in the Booking Confirmation. Payment of the Charges shall be made by the Client to the University in accordance with the provisions of this Clause 2 herein.
- 2.2 In consideration of the University allowing attendance of the Client at the Event and supplying any relevant Services to the Client associated with the Event, the Client agrees to pay the Charges within thirty (30) days of receipt of an invoice from the University unless otherwise agreed by the Parties in writing.
- 2.3 Timing of payment is of the essence. For the purpose of the Contract, payment of the Charges is considered made by the Client when the University receives the Charges in full in cleared funds.
- 2.4 Payment by the Client shall be made to the University without any deduction or set off. The University 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.
- 2.5 The University reserves the right to set off sums owed by the University to the Client against sums owed by the Client to the University.
- 2.6 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.

## **3. Cancellation of a booking by the Client**

- 3.1 In the unfortunate circumstances that the Client needs to cancel its attendance at the Event, the Client shall give the University verbal notice of cancellation as soon as reasonably practicable.
- 3.2 Before any booking is considered to be officially cancelled by the Client, cancellation of the booking must be notified in writing to the University and the Client will be liable to pay a cancellation charge to the University (which the Client acknowledges represents a genuine pre-estimate of the loss suffered by the University) in respect of such cancellation (less an amount equal to the extent to which the University considers in its absolute discretion it has been able to mitigate its loss) as follows:
- 3.2.1 where the University has been notified by the Client of the Client's cancellation in accordance with Clause 3.2 above two (2) or more months prior to the Event, no cancellation or other Charges shall be payable by the Client;
- 3.2.2 where the University has been notified by the Client of the Client's cancellation in accordance with Clause 3.2 above, any less than two (2) months prior to the date of the Event, the Client accepts that there shall be an automatic cancellation charge of sixty five percent (65%) of the Charges, as detailed on the Booking Form (the "Cancellation Charge");
- 3.2.2 in the event that the Client has accepted any booking with the University which the University has accepted on the basis that it shall be free of charge to the Client and the University is subsequently notified by the Client of the Client's cancellation in accordance with Clause 3.2 above, any less than two (2) months prior to the date of the Event, the Client accepts and agrees to compensate the University for any uncancellable and directly incurred costs, particularly where the University has included the Client's name or logos in any advertising or marketing materials associated with the Event. Where such charges are payable, the University shall notify the Client of these in writing as soon as reasonably practicable following receipt of cancellation notice from the Client.
- 3.4 The University will issue an invoice to the Client for any Cancellation Charge payable under the provisions of this Clause 3. The invoice will be payable by the Client in full within thirty (30) days of its receipt.

## **4. Cancellation of the Event by the University**

- 4.1 The University reserves the right in its absolute discretion and without giving reasons, to refuse, cancel or curtail any booking, and accepts no liability for any inconvenience or loss caused to the Client in consequence of such cancellation, particularly where such cancellation arises due directly or indirectly to any event or circumstance beyond the University's reasonable control, including without limitation: fire, flood, earthquake, elements of nature or Acts of God, pandemic, acts of war, terrorism, protests or any other form of demonstration or civil disobedience, riots, malicious damage, civil disorders, rebellions or revolutions, strikes or lockouts, court orders, police orders or third party failure or non-performance.
- 4.2 The University may also cancel the Client's booking and terminate the Contract with immediate effect, with no liability to the Client where:
- 4.2.1 the Event might in the University's reasonable opinion prejudice the reputation or business of the University;
- 4.2.2 the Client (being a body corporate) convenes a meeting of creditors or enters into liquidation (whether voluntary or compulsory);
- 4.2.3 the Client has a receiver, manager or administrative receiver appointed of the whole or any part of its undertaking, property or assets;
- 4.2.4 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;
- 4.2.5 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;
- 4.2.6 the Client has, suffers or allows any execution to be levied on its assets or obtained against it;
- 4.2.7 the Client commits a material breach if any of its obligations under the Contract;

- 4.2.8 the Client is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 4.2.9 the Client ceases or threatens to cease trade.
- 4.3 Termination of the Contract by the University in accordance with this Clause 4 shall not affect the rights and duties the Parties accrued under the Contract prior to termination.
- 4.4 Where the Contract is terminated in accordance with the provisions of Clause 4.2, the University reserves the right to impose Cancellation Fees as outlined in Clause 3.

## **5. Changes to the Venue**

Where the University 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 University reserves the right to change the Venue for an alternative premises which, in the reasonable opinion of the University is of equal suitability for the Event. In the event this should become necessary, the University shall use all reasonable endeavors to notify the Client as soon as reasonably practicable.

## **6. Goods and/or Services supplied by the Client or provided by third parties on behalf of the Client for use, consumption or distribution at the Event**

- 6.1 The Client will seek prior written consent from the University should it wish to use any goods or services as part of its attendance at 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 by the Client or any service provided engaged by the Client, has a current Portable Application Test (PAT) Certificate(s). The University reserves the right to request proof from the Client in the form of relevant documentation, that this provision is complied with in full.
- 6.2 All third party contractors engaged by the Client for the Event or brought into the Venue by the Client, must be covered by their own valid Public Liability Insurance policy.
- 6.3 The Client shall notify the University in writing in advance of the date of the Event if the Client wishes to use, consume or distribute any goods (including but not limited to any food, beverages or other promotional merchandise) at the Event for the benefit of attendees. The University, acting reasonably, reserves the right to object to the Client's intended use of any third party contractor's services, or the Client's intended use, consumption or distribution of any goods (including but not limited to any food, beverages or other promotional merchandise) at the Event, particularly where the University reasonably considers to be unsuitable, inappropriate or to pose any health and safety risk or concern and to refuse to allow the Client permission to use or supply such goods and/or services at the Event.
- 6.4 In the event that the University permits the Client to use and/or distribute any goods and/or services at the Event, the Client acknowledges and agrees that it shall be solely responsible and liable for such use and/or supply, and for clearing up any waste or mess occurring at the Venue in connection with such supply. Further, the Client hereby warrants to the University that all goods and services supplied to attendees at the Event shall comply with all relevant health and safety laws and regulations applicable to the supply of such goods and/or Services.
- 6.4 The Client hereby indemnifies the University in full against any claims, losses, costs and expenses incurred by the University as a result of the Client's supply of any goods and/or services at the Event under the provisions of this Clause 6.
- 6.5 The University may, at its sole discretion and where reasonably practicable, assist the Client, with the acceptance of delivery of promotional goods/materials that may be required by the Client for the Event, in advance of the Event taking place. Should the Client wish for the University to accept delivery of any such goods, this must be expressly agreed in writing with the University in advance of the Client making any such arrangements. The Client acknowledges and agrees that should the University agree to accept such delivery, it shall do so on behalf of the Client, and at no point shall the University accept any responsibility or liability for such goods, and any goods delivered to the University on behalf of the Client, are left entirely with the University solely at the Client's own risk. The University shall accept no liability for any loss or damage of any sort, howsoever occasioned, to any item or property of the Client delivered to or left in storage on premises owned or controlled by the University. Under no circumstances shall the University be responsible or liable for any charges associated with delivery or storage of such goods or property, including but not limited to any import charges, taxes or other levies applicable to such goods. The Client hereby indemnifies the University in full against any costs and expenses incurred by the University in connection with any acceptance by the University of any goods or property delivered to the University on behalf of the Client.
- 6.6 In the event that any goods or promotional materials are delivered to the University in accordance with the provisions of Clause 6.5 above, the Client acknowledges and agrees that the Client is solely responsible for ensuring its personnel attending the Event request access to their stored items from University representatives attending the Event, and are responsible for display/distribution of these items at the event. The University accepts no responsibility for distribution or display of these items to Client stands or to attendees at the Event.
- 6.7 The Client acknowledges and agrees that any University personnel who sign for acceptance of any delivery do so on behalf of the Client as the Client's agent, without checking the contents of such delivery. Under no circumstances shall the University or any member of University staff be responsible or liable in the event that the contents of any delivery are incorrect or any parts of a delivery are missing.

## **7. Client's access to and use of the Venue**

- 7.1 The Client undertakes to the University:-

- 7.1.1 to access and use the Venue only for the purpose of attending the Event as stated in the Booking Form;
- 7.1.2 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 University or the owner or occupier of any neighboring property;
- 7.1.3 not to do anything which might invalidate any insurance maintained by the University in respect of the Venue or which might reasonably be expected to raise any insurance premium payable for the Venue.
- 7.1.4 not to bring to the Venue or any part of it any animals (except guide dogs for the blind); and/or wines, spirits, food or beverages without the prior consent of the University;
- 7.1.5 to indemnify the University in respect of the cost of making good any damage to the Venue suffered during the Event (excluding only fair wear and tear) as a consequence of any action or inaction on the part of the Client;
- 7.1.6 to indemnify the University against any damages, losses, costs, claims or expenses incurred by the University towards a third party arising out of or in connection with the Client's use of the Venue, whether arising by reason of negligence of the Client or otherwise;
- 7.1.7 not to park or allow another person to park on or obstruct any highway route allowing access to the Venue;
- 7.1.8 not to make any alterations or attachments or additions to the Venue without the prior written consent of the University;
- 7.1.9 to ensure the Client and/or the Client's representatives access the venue only during the period agreed on the Booking Form and to ensure that all Client's personnel have left the Venue, and all property belonging to the Client has been cleared no later than the end of said period or such time as the University shall have otherwise agreed in writing.
- 7.2 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 University without a valid car parking permit. The University accepts no responsibility for any damage, however occasioned to any vehicle parked on the University's premises.
- 7.3 The University 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 University 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 University 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 University.
- 7.4 The Client must obtain the University's prior written approval if the Client wishes to attach any item to the walls, floors or ceilings of the Venue.
- 7.5 The Client acknowledges that he is aware that the University operates a No Smoking policy throughout all their properties. The Client is responsible for ensuring that neither the Client nor any of the attendees at the Event smoke in or around the Venue. The University reserves the right to charge for any associated cleaning costs in the case of failure to comply with this policy.

## **8. Appropriate Conduct at the Event**

- 8.1 The University 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, representatives or contractors. The Client must ensure, and is solely responsible for his guests', attendees at the Event's, representatives' or contractors' compliance with the University's directions as to noise or appropriate behaviour.
- 8.2 The University reserves the right to exclude or eject any person from the Event or the Venue where the University reasonably considers such person to be objectionable; and to terminate the Contract 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.
- 8.3 The Client shall indemnify the University against all and any losses, costs, damages and expenses suffered or incurred by the University arising out of any exclusion, ejection, termination or stopping the Event and circumstances giving rise thereto.
- 8.4 The University reserves the right to charge the Client in full for any damage or destruction of property belonging to the University and for any unusual cleaning bills caused by or resulting from the activities of the Client or those of attendees at the Event.
- 8.5 The University may wish to take photographs during a hosted event, unless stated otherwise in writing, the Client gives the University permission to use these photographs for internal and external marketing purposes.

## **9. Health, Safety Legal and Licensing**

- 9.1 The Client must comply fully, and ensure full compliance of all sub-contractors, employees and guests with the University of Durham Health and Safety Management Standards, a copy of which can be found on <https://www.dur.ac.uk/healthandsafety/managementstandards/> or as can be supplied on request by The University in compliance with all legal requirements.
- 9.2 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.
- 9.3 The Client, any visitors or attendees at the Event are not permitted to bring any item into the Venue or any of the University's premises that has the potential to endanger others (e.g. hazardous equipment such as gas cylinders, halogen gas and or unmaintained equipment). The University reserves the right to check any equipment and to refuse its use if deemed unsuitable or unsafe.
- 9.4 The Client must obtain prior approval from the University before using any special effects equipment in the Venue or any of the University's premises. All electrical equipment must be PAT tested and a representative of the University may demand to see proof of the Client's compliance with this requirement before allowing its use at the Venue.
- 9.5 The Client must comply with all advice and/or instructions supplied by the University relating to the use of the Venue which are

necessary to ensure that any goods or equipment supplied as set out in the Contract 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.

- 9.6 The Client shall indemnify the University 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.
- 9.7 The Client and all attendees at the Event are under a duty of care to report to the University 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).
- 9.8 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.

## **10. Client's Property**

- 10.1 The University does not accept responsibility for the Client's property or that of the attendees at the Event, the Client's guests, employees or subcontractors.
- 10.2 If any items are to be delivered to the Venue or any of the University's premises prior to the Event, arrangements must be made with the University in advance. The University will use reasonable endeavours for the safekeeping of such items which will nevertheless remain at the owner's risk and the University will not be held responsible in the event of loss, theft or damage to the same.
- 10.3 The University does not accept any liability for loss or damage to any item of equipment, furniture, stock or the like left in storage on University premises.

## **11. Liability**

- 11.1 No liability or responsibility is accepted by the University 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 University's or its staff's negligence.
- 11.2 The University retains public liability insurance in respect of Events, however such insurance only applies in the event that the University 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.
- 11.3 The University shall use reasonable care and skill in the performance of the Contract.
- 11.4 Save insofar as such liability may not be lawfully excluded, the University shall have no liability or obligation under the Contract or otherwise in contract or in delict or in quasi-delict arising out of or connected with the performance of the Contract (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 University, its employees, agents or sub-contractors) save as expressly provided in the Contract and, save as aforesaid, all warranties, terms, obligations or duties, express or implied by statute, common law or otherwise in relation to the Contract or any term or terms thereof or its or their performance are hereby excluded.
- 11.5 The total liability of the University under the Contract or otherwise (whether or not caused by the negligence of the University, 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 the Contract shall not exceed the total Charges (excluding VAT) payable by the Client to the University in terms of the Contract or TEN THOUSAND GBP (£10,000), whichever is the lower sum. The University 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 the Contract.

## **12. Intellectual Property**

- 12.1 The Client may not use any of the following without written permissions from the University;
- 12.1.1 the name "University of Durham" or "Durham University";
  - 12.1.2 University of Durham's Crest or any College Crests;
  - 12.1.3 the Name or logo of any of the University of Durham's Colleges, Departments or Institutes, or Event Durham;
  - 12.1.4 Any photographs of any part of the University of Durham or any intellectual property of the University of Durham or its Colleges.
- 12.2 No material publicising or promoting the Client and no product sold or distributed at the Event shall contain any reference, or shall give any impression, to the effect that the University of Durham has endorsed the Client or any product or service. The Client will ensure at all times that any product or service of the Client is not promoted or presented in such a manner that any inference would reasonably be drawn that the product or service is sponsored by or linked to the University of Durham or has the University of Durham's approval, and will comply with any directions given by the University of Durham to this effect.
- 12.3 In the event that the Client's booking to attend the Event includes any advertising by the University, including the inclusion of the Client's name and/or logo in any promotional materials relating to the Event, this shall be confirmed and agreed in the relevant Booking Form and Booking Confirmation.
- 12.4 For the purposes of allowing the University to include the Client's name, logo or any other trademark or copyright material in any of the University's marketing or promotional material in accordance with the provisions of clause 12.3 above, the Client hereby grants to the University a non-exclusive, non-transferable, royalty-free and fully paid-up right and licence, without the right to sub-licence, to use the names, logos, trade marks and/or copyright material. Such license shall survive for the duration of the Term in accordance with the terms and conditions specified in this Contract.

12.5 In respect of any intellectual property licenced to the University under the provisions of this Clause 12 the Client hereby warrants to the University that, to the best of its knowledge and belief (having made reasonable enquiry of those of its employees likely to have relevant knowledge, and having made all appropriate searches of any public register) that any use by the University of such licenced intellectual property in accordance with the terms of this Contract will not constitute or result in any infringement of third-party rights. The Client hereby indemnifies the University in full against any damages, losses, costs, claims or expenses incurred by the University arising out of or in connection with the University's use of the University's use of the licenced intellectual property in accordance with the Contract;

### **13. Freedom of Information**

The Client acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000 and shall assist and cooperate with the University to enable the University to comply 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 the Contract or relating to the Contract is retained for disclosure and shall permit the University to inspect such records as requested from time to time.

### **14. 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 University 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 the Contract without liability to the Client.

### **15. Disputes**

Any complaint or dispute arising out of the Contract must be made in writing by the Client to the University within seven (7) Working Days of the Event.

### **16. General**

- 16.1 The rights and remedies of the University expressed in these Terms and Conditions shall be in addition and without prejudice to any other rights or remedies which may be available to the University at common law or under statute.
- 16.2 All bookings accepted by the University are subject to these Terms and Conditions and the Contract which supersede all prior representations by the University 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 the Contract and these Terms and Conditions are the only terms and conditions upon which the University agrees to perform the Contract, unless otherwise expressly agreed in writing by the University.
- 16.3 No modification or alteration of the Contract shall be enforceable, save as otherwise provided in these Terms and Conditions, unless agreed in writing by the University and the Client.
- 16.4 No waiver or delay on the part of the University to exercise any right or remedy available to it, in terms of the Contract 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.
- 16.5 Any waiver by the University of any breach by the Client is not a waiver of any subsequent breach.
- 16.6 The Contract 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.
- 16.7 Should any provision of the Contract be found by any competent authority to be invalid, unenforceable or unreasonable, it shall be severed from the remainder of the Contract which shall continue in full force and effect.
- 16.8 The Contract 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 University's prior written consent.
- 16.9 All notices to be given by either Party to the other under the Contract shall be validly served only in writing and delivered personally or sent by first class prepaid post or facsimile to the respective addresses (or facsimile number) 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.
- 16.10 Each party warrants to the other that all Personal Data (as defined in the Data Protection Act 1998) handled by either party in relation to the Contract, shall be handled strictly in accordance with the Data Protection Act 1998, the Regulation EU/2016/679 of the European Parliament and of the Council of 27 April 2016 (the General Data Protection Regulation) and all applicable laws and regulations relating to processing of personal data and privacy including where applicable the guidance and codes of practice issued by the Information Commissioner..
- 16.11 These terms and conditions and the Contract shall not constitute and shall not be deemed to constitute any relationship of partnership or agency between the University of Durham and the Client and shall not in any way create a lease of the Venue or any of the University's premises.
- 16.12 The Contract shall be governed by and construed in all respects in accordance with the laws of England. The University and the Client hereby submit to the exclusive jurisdiction of the English courts.

**Terms and Conditions for the inclusion of Client Advertising in University Materials**

1. Where the Client makes a request for advertising space in University materials printed by the University in connection with the Event (the "Materials") and such request is accepted by the University, this will be confirmed by the University via the Booking Confirmation. This will include confirmation of location of the space allocated to the Client.
2. The Client acknowledges and agrees that the University reserves the right to allocate advertising space in the Materials at its sole discretion and may decline any request for any reason. The University reserves the right to move or reallocate advertising space at its discretion. Any such action shall be communicated to the Client prior to publication of the Materials, and in the event that the Client's Advert has been moved to a position for which the charges are lower, the Client's Charges shall be adjusted accordingly.
3. Where advertising space is confirmed by the University the Client undertakes to provide the University by email to the address set out in the Booking Confirmation, with a copy of the advert the Client requires to be printed (the "Advert") in the format required by the University and set out in the Booking Confirmation, on or before the deadline for submission of the Advert as set out in the Booking Confirmation.
4. The Client acknowledges and agrees that in the event that the Client fails to provide the University with a useable copy of the Advert in accordance with the provisions of Clause 3 of this Schedule, the University reserves the right to refuse inclusion of the Advert in the Materials. In such an Event, all additional Charges applicable to the Advert shall remain payable by the Client in accordance with the provisions of the Contract.
5. On receipt of a copy of the Advert, the University shall confirm by email to the Client that the Advert is acceptable to the University. In the event that following review, the University does not wish to include the Advert in the Materials or requires modification to the Advert in keeping with University policies, the University shall notify the Client as soon as reasonably practicable.
6. Although the Advert will be subject to review by the University prior to printing, for acceptability to the University, the Client acknowledges and agrees that the University has no obligation to review the Advert for accuracy or to screen the Advert for any legal issues which may arise as a consequence of publication. The Client understands and agrees that the Client is solely responsible and liable for the content of the Advert published by the University on the Client's behalf.
7. The University reserves the right at all times (but will not have any obligation) to remove or refuse to distribute any Advert for any reason, particularly where it transpires or there is, or there is any concern on the part of the University, that the content of the Advert violates these terms.
8. In providing the University with a copy of the Advert, the Client agrees that the University does not claim or assert ownership or control over any content and the Client will at all times retain any and all trademarks or copyright to any and therefore the Client remains solely responsible for protecting such rights.
9. By submitting any Advert to the University for publication, the Client thereby grants to the University a non-exclusive, worldwide, royalty-free, sublicensable, perpetual and irrevocable right and license to use the content for the purposes of publication of the Advert in the Materials.
10. The Client hereby indemnifies the University, its commissioners, employees, officers and agents in full from any and all damages, claims, costs, losses and liabilities (including legal fees) which arise as a result of publication of the Advert by the University on behalf of the Client.
11. The Client hereby warrants to the University that any Advert submitted to the University for publication:-
  - a. will not: feature any image(s) of any individual(s) or third parties from whom all necessary permissions the use such images in such way have not been properly obtained in advance in writing; or copy or feature the Intellectual Property of any individual(s) or third parties from whom all necessary licences or permissions to use such Intellectual Property in such way have not been properly obtained in advance in writing;
  - b. will not copy or feature the Intellectual Property of any individual(s) or third party from whom a licence or other permission have not been obtained in advance unless the Client has made all reasonable enquiries and established with certainty that copyright to such content has expired prior to the date the Advert is supplied to the University;
  - c. will be in no way defamatory, abusive, discriminatory, threatening, harassing, harmful to children, obscene, offensive, or which applauds, encourages or entices abuse, discrimination or hate;
  - d. has not been disclosed to the Client in confidence or which, by its nature, is confidential;
  - e. will not compromise or invade the privacy or security of anyone;
  - f. will not encourage criminal conduct or which may give rise to civil liability, or which is otherwise unlawful;
  - g. will not be likely to give rise to any third party claims; and
  - h. contains no links taking users to unlawful material or material that contravenes the Contract.
12. In the event that the Client requires any modification to the Advert following submission to the University in accordance with Clause 3 above, the University shall use reasonable efforts to make such changes where it is reasonably able to do so, and would incur no additional charges or delays to publication in doing so. Any such changes shall be agreed with the Client by email. The University reserves the right to impose additional charges where the Client requests changes to the Advert following submission to the University.
13. The University reserves the absolute right to refuse to make changes to an advert where the Materials have already been submitted for publication.
14. In the event that the Client wishes to request advertising space after completion and confirmation of an existing Booking, such a request should be made to the University in writing as soon as possible. Where such request is accepted by the University, a revised Booking confirmation shall be sent to the Client, updating the Charges and including reservation of the advertising space.
15. The Client acknowledges and agrees that any modification to a Client Booking shall only be effective where a revised Booking Confirmation email is sent by the University to the Client.