

GENERAL BOOKING AND EVENT MANAGEMENT TERMS AND CONDITIONS

This Contract (as defined below) sets out the terms and conditions under which we will provide the services, facilities and/or accommodation as specified in the Booking Contract (as defined below) to you.

By "you" or "your" we mean the "Client" as defined below.

By "us" and "we" we mean Edinburgh First, being the trading name of UoE Accommodation Limited (UOEAL), a wholly-owned subsidiary of the University of Edinburgh registered in Scotland under Company number SC155192 and having its registered office at Charles Stewart House, University of Edinburgh, 9 – 16 Chambers Street, Edinburgh, EH1 1HT ("Edinburgh First").

PART 1 - GENERAL BOOKING TERMS AND CONDITIONS

Part 1 of these Conditions apply to all Contracts entered into under these Conditions.

Meaning of terms

In this Contract (unless the Contract otherwise requires), the following words shall have the following meanings:

Accommodation Guaranteed Number means the total number of room nights booked and subsequently confirmed by the Client.

Accommodation Price means the total price payable by the Client for accommodation as specified in the Booking Contract.

Arrival Date is the first night upon which any accommodation linked to the Booking is scheduled to be taken up.

Booking means the request and confirmation of the booking by the Client, including but not limited to booking of the facilities, accommodation and Service and/or the Event.

Booking Contract means the Booking Contract signed by the parties, which sets out specific details of the booking by the Client as agreed by Edinburgh First.

Client means any natural person, corporate or unincorporated body (whether or not having separate legal personality) contracting for the use of accommodation, facilities, services and/or an Event.

Commencement Date is the date on which the Contract shall come into effect upon receipt by Edinburgh First of a signed contract from the Client or on the first date on which Edinburgh First provides the Service, whichever is the earlier.

Conditions means these terms and conditions, as amended from time to time by Edinburgh First.

Contract means these Conditions and the Booking Contract.

Delegate means any person including speakers, exhibitors or partners attending all or part of the Event for which this Service is being provided.

Event means the occasion for which the facilities, accommodation and/or services specified in the Booking Contract are required.

Event Manager means the Event Manager specified in the Booking Contract, or an appointed alternative.

Event Minimum Guaranteed Number means the number of guests/delegates for the Event and/or accommodation as specified in the Contract.

Event Price means the total price payable by the Client for the Event as specified in the Booking Contract.

Price means the Event Price and the Accommodation Price and the Service Price as specified in the Booking Contract.

Revenue means the Revenue anticipated by Edinburgh First in respect of the Delegate fees.

Service means the service as provided by Edinburgh First as set out in the Booking Contract.

Service Price means the price specified in the Booking Contract.

Website means the website to be hosted and provided by Edinburgh First as part of the Service and as more particularly described in the Booking Contract.

1. In this Contract the following rules apply:

- a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under the statute or statutory provision, as amended or re-enacted;
- b) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- c) a reference to "writing" or "written" includes faxes and emails.

Booking

2. The Booking constitutes an offer by the Client to purchase the relevant Service, facilities and/or accommodation specified in the Booking Contract in accordance with these Conditions. The Client shall ensure that the terms and specifications in the Booking are complete and accurate.
3. For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with, or referred to in the Booking shall not govern the Contract and these Conditions shall prevail over any other conditions previously published by Edinburgh First in respect of the Booking and these Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
4. The Contract shall come into effect upon receipt by Edinburgh First of a signed contract from the Client or on the first date on which Edinburgh First provides the Service, facilities or accommodation whichever is the earlier (the Commencement Date). Notwithstanding the foregoing, Edinburgh First reserves the right to refuse to supply any Service, facilities or accommodation until such time as it has received a signed contract from the Client and it has received any deposit payable under this Contract.

Liability – Please read carefully

5. Subject to clause 7, the entire liability of Edinburgh First in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited to an amount equal to the Price.
6. Subject to clause 7, the liability of Edinburgh First in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, will not extend to any special, indirect or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Client has advised Edinburgh First of the possibility of those losses, or if they were within Edinburgh First's contemplation.
7. Nothing in these conditions shall operate to exclude or restrict either party's liability for:
 - a) death or personal injury resulting from negligence;
 - b) fraud or deceit.
8. The Client shall indemnify, keep indemnified and hold Edinburgh First harmless from and against all claims, actions, damages, liabilities and costs (including professional fees) which may be brought against or incurred or suffered by Edinburgh First, its employees or agents in connection with the Service which arise as a result of or due to the actions, omissions, or negligence of the Client, its employees or agents or others whom it is responsible, or any delegate or guest of the Client.
9. Edinburgh First gives notice that all arrangements for transport and conveyance, or for any other services, are made by them as agents, upon the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity howsoever caused which might occur due to the act, omission fault or negligence of any suppliers or subcontractors engaged in carrying out contracted arrangements for the Client.
10. The Client shall effect and maintain adequate insurance cover (including professional indemnity insurance and event and public liability insurance) to cover all liabilities under the Contract, with a reputable insurer approved by Edinburgh First and shall, on Edinburgh First's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
11. Should any delegates/guests of, or third parties employed by, the Client behave in a manner that is considered unacceptable to Edinburgh First, then Edinburgh First reserves the right to remove such party from the premises and/or terminate the Contract. In this event no monies will be returned to the Client.
12. The Client shall pay for the cost of repairing any damage caused to the property, contents or grounds of Edinburgh First or the University of Edinburgh by the Client, its guests or third parties employed by the Client in connection with the event.
13. The Client shall not (and ensure that all guests/delegates and third parties employed do not) use the name, logo or any details of Edinburgh First or the University of Edinburgh for any matter, or permit external food or beverage to be brought into premises operated by Edinburgh First, without the prior written approval of Edinburgh First.

14. The Client shall not (and ensure that all guests/delegates and third parties employed do not) permit any goods, services or any other matter capable of being sold (including but not limited to tickets) to be sold within premises operated by Edinburgh First without the prior written approval of Edinburgh First and any public authority (where necessary).
15. Edinburgh First will have no liability to the Client and/or the Delegate when they are not at Edinburgh First premises, even if any such liability is incurred at a location which Edinburgh First has organised as an alternative venue for delivery of the Event and/or organised as part of the relevant social programme as part of the delivery of the Service as specified in the Booking Contract.

Cancellation/reduction

By Edinburgh First:

16. Edinburgh First reserves the right to cancel the Event or the facilities, accommodation and/or services (or any part thereof) if:
 - a) the Client fails to adhere to any of these Conditions;
 - b) in the opinion of Edinburgh First, there has been a significant change in the Client's contracted booking (e.g. reduction in days/accommodation, Service, Delegates or facilities);
 - c) the Client is insolvent or Edinburgh First has reasonable grounds for anticipating the same;
 - d) Edinburgh First is not satisfied with the Client's credit status;
 - e) in the opinion of Edinburgh First, the Event might prejudice the reputation of Edinburgh First or the University of Edinburgh;
 - f) if any or part of the University facilities are closed or damaged due to circumstances beyond its reasonable control;
 - g) Edinburgh First is requested to cancel the Event by any government or other authority. By the Client:
17. If you wish to cancel this Contract or any part of it for any reason (other than where Edinburgh First has failed to perform its obligations under this contract to the extent that it has had a detrimental impact on you and the overall performance of the Contract) Edinburgh First will have the right to require you to pay a cancellation charge. The cancellation charge applied will vary on a case by case basis and will be reasonable and proportionate to the costs and losses incurred by Edinburgh First as a result of your decision to cancel.
18. We will try to minimise the cancellation charges payable by cancelling third party contracts where we are able to do so and by re-advertising any accommodation or event space booked by you under the Contract. However, where we are unable to obtain any alternative bookings up to the value of your booking or have made non-cancellable commitments to third parties (such as caterers, suppliers and agency staff) we shall be entitled to charge you for these non-recoverable costs and losses. In addition, to this we shall be entitled to charge you for the management time incurred by us in connection with the organisation of your Booking.
19. In order to give you an indication of the cancellation charges that will be applied if you decide to cancel this Contract (or any part of it), we have set out what we deem to be a reasonable pre-estimate of the costs and loss incurred by us: -
 - a) if cancelled 180-121 days prior to the Event, 10% of the relevant total price (less any non-refundable deposit payable);
 - b) if cancelled 120-91 days prior to the Event, 15% of the relevant total price (less any non-refundable deposit payable);
 - c) if cancelled 90-11 days prior to the Event, 50% of the relevant total price (less any non-refundable deposit payable);
 - d) if cancelled less than 10 days prior to the Event, 90% of the relevant total price (less any non-refundable deposit payable).
20. On receipt of your notification that you wish to cancel this Contract (or any part thereof), we will provide you with written notification of the total applicable cancellation charges. Where you have already paid us under the Contract, we will retain the sums notified to you and provide you with a refund of any costs or losses that we are able to recover (for example, by re-booking the venue). Where you have not paid us a sum equal to the cancellation charges, we will invoice you for the balance due.
21. If you pay the balance and we subsequently manage to recover some costs, for example, by re-booking the venue, we will notify you in writing and provide you with a refund.

Security

22. Unless specific arrangements are made with Edinburgh First, Edinburgh First accepts no responsibility or liability for any loss of or damage to property of the Client, delegates/guests or any third parties employed by the Client beyond that provided for in the Hotel Proprietors Act 1956 (as may be amended).

Privacy policy: how we use information about you

23. Edinburgh First, a division of UOE Accommodation Ltd which is a wholly owned subsidiary of The University of Edinburgh, holds name and contact details about anyone who applies for, is offered and who enters into a contract for our commercial services and products; including hotel and self-catered accommodation, conferences and events, weddings, and catering services.
24. We use the information about you:
 - a) because it is necessary to administer your bookings, to generate contract(s) between us and to communicate with you about your bookings (contract);
 - b) only when agreed by you on an opt-in basis, we can provide you with information about our products and services and can gather feedback information from you to better inform operational and strategic planning needs (consent);
 - c) to comply with UK immigration legislation, registration cards should be completed for anyone who is staying in our accommodation and who is over 16 years of age; the information required consisting of name and, as required, all or some of all or some of address, contact details, nationality and passport number (legal obligation).
25. Edinburgh First uses an external company that provides us with hosted website services but which does not store personal data; Edinburgh First remains responsible for the information and will ensure it is kept securely.
26. We will not share your data with any other third party unless there is a legal obligation to do so.
27. For reasons of financial compliance, we will hold the personal data you provided us for a maximum of 7 years (the current year plus 6 previous years), but we anonymise and archive all personal data unless you have specifically opted in to agree to us using this data for marketing purposes.
28. For further information, see our website at www.edinburghfirst.co.uk/privacy-and-cookie-policy/

Fire, health and safety

29. The Client shall (and shall procure that all third parties employed by the Client) comply at all times with all fire, electrical, health & safety regulations (whether statutory or otherwise) including, but not limited to, the Fire Precautions Act 1971 (as may be amended).
30. The Client shall ensure that any materials brought into Edinburgh First properties (e.g. stage sets) are so far as possible made of non-flammable materials, that fire exits are kept clear at all times, and where a fire exit sign will be obscured, the Client shall ensure that appropriate temporary signs are erected.
31. All electrical contractors must be NICEIC, EEA or IEE registered and the Client shall provide Edinburgh First with written evidence of this if so requested by Edinburgh First.
32. The Client shall provide Edinburgh First with a list of names of all visiting contractors and third parties if requested by Edinburgh First.
33. Edinburgh First reserves the right to evacuate premises in the event of a fire alarm or other emergency irrespective of whether it is a genuine emergency or not, in order to protect all guests and staff, and in this event, does not accept any liability for any consequent delay to the Event.
34. The Client shall obtain the written approval from Edinburgh First and public authority, where necessary, if it, or any third party employed by it, wishes to fix items to the walls, floors and ceilings or to use smoke machines, lasers, fireworks, cracked oil, dry ice or any form of pyrotechnic.

Confidentiality

35. The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by Edinburgh First, its employees, agents, consultants or subcontractors and any other confidential information concerning Edinburgh First's business or its products which the Client may obtain.
36. The Client may disclose such information:
 - a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under this Contract;
 - b) as may be required by law, court order or any governmental or regulatory authority;
37. The Client shall not use any such information for any purpose other than to perform its obligations under this Contract;
38. The Client shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with clauses 32-34.

General

39. In consideration of the provision of the Service, accommodation, facilities etc. to be provided under this Contract, the Client hereby agrees to pay the Price to Edinburgh First together with any VAT eligible in respect thereof at the prevailing rate at the tax point date.

40. The Client shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
41. 'Force Majeure' means any circumstance beyond the control of Edinburgh First including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, failure of energy sources or transport network, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs, or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power, non-performance or delays by suppliers or materials shortages.
42. Edinburgh First shall not be liable to the other of loss or damages arising from prevention or delay in performance of this Contract where same is a result of Force Majeure. For the avoidance of doubt, nothing shall excuse the Client from any payment obligations under the Contract.
43. If Edinburgh First is prevented or hindered from hosting the event by a Force Majeure event, Edinburgh First may, at its sole option and without being liable for any loss or damage suffered by the Client or any delegates or guests, relocate the event to another location or terminate the Contract forthwith by giving notice to that effect to the Client.
44. The benefit of this Contract may not be assigned by the Client without the prior written consent of Edinburgh First.
45. This Contract and any document referred to herein represent the whole understanding of the parties with regard to the subject matter hereof. Each and every provision in this Contract shall be read, where possible, as entirely independent and severable from the other or others. In all cases where a provision of this Contract is reducible, invalid or unenforceable in terms of any legislation or other legal authority, such provision shall not affect the validity of the remaining portion of this Contract which shall remain in force and effect.
46. No variation or alteration of any of these Terms and Conditions shall be effective unless it is in writing and signed by or on behalf of each party.
47. Scottish law shall govern this Contract and the parties to this Contract submit to the exclusive jurisdiction of the Scottish courts.

PART 2 - GROUP ACCOMMODATION BOOKING TERMS AND CONDITIONS

Part 2 of these Conditions apply to all Contracts entered into whereby the Client is booking accommodation.

Booking numbers and guest details

48. The Client will be due to pay for the Accommodation Guaranteed Number of room nights originally contracted with Edinburgh First. Any reductions in the Accommodation Guaranteed Number, duration or the Accommodation Price will be subject to Edinburgh First's cancellation policy as set out in clauses 16 to 21, subject only to the provisions of clause 43.
49. Up to 30 days prior to the first arrival date, the Accommodation Guaranteed Number may be reduced by up to 10% without penalty.
50. The Client shall provide Edinburgh First with a written rooming list providing details of guests/delegates for overnight accommodation at least 14 days prior to the Arrival Date.
51. If you are a Client arranging this booking as an agent on behalf of a group of guests, we will require you to provide the full name and nationality of all guests over the age of 16. If the guests are not resident in the UK, nor from Britain, Ireland or Commonwealth countries, the Client is required to provide, on behalf of all guests, passport number and place of issue (or other document showing their identity and nationality), as well as details of their next destination (including the address, if known) The Client's responsibilities as data processor on behalf of The University are set out in the attached Data Processing Agreement which should be signed and returned along with this booking contract.

Room availability

52. Bedroom accommodation is available from 2.00pm on the day of arrival and must be vacated by 10.30am on the day of departure.

Payment terms and credit accounts

53. For all bookings by clients who are part of the University of Edinburgh, the Client shall, within 14 days of the date of the relevant invoice or request for payment, pass for payment, in pounds sterling, all monies due under the Contract.
54. For all other bookings:
 - a) the Client shall pay the Accommodation Price in pounds sterling and within 14 days of the date of the relevant invoice or request for payment;
 - b) the Client shall pay to Edinburgh First 50% of the Accommodation Price, to be received by Edinburgh First no later than 90 days prior to the Arrival Date;
 - c) the Client shall then pay 50% or the balance, whichever is the greater, to be received by Edinburgh First no later than 30 days before the Arrival Date;
 - d) bookings made less than 45 days prior to the arrival date will require payment of the full balance immediately. Notwithstanding the terms of clause 4, Edinburgh First will not regard the Booking as confirmed until such payment has been made;
 - e) if the Client fails to pay any amount due under the Contract on the due date, Edinburgh First may charge interest at an annual rate of 3% above the base rate for the time being of Royal Bank of Scotland plc for the period from the due date up to and including the date of receipt;
 - f) all payments by the Client to Edinburgh First shall be made without deduction or set off.

PART 3 - EVENT BOOKING TERMS AND CONDITIONS

Part 3 of these Conditions apply to all Contracts entered into whereby the Client is booking facilities and/or an Event.

Event numbers and delegate/guest details

55. The Client shall confirm final numbers for the Event to the Event Manager no later than five working days prior to commencement of the Event. If final numbers are less than that permitted under clause 53 then a cancellation charge will apply. If final numbers increase over those previously communicated to the Events Manager, the Client will be charged accordingly.
56. The Event Minimum Guaranteed Number may be adjusted by the Client provided that such adjustment is communicated to and accepted by the Event Manager. Any reduction in numbers, duration or Contract value will be subject to Edinburgh First's cancellation policy as set out in clauses 16 to 21.
57. Up to 30 days prior to the start of the event the Event Minimum Guaranteed Number may be reduced without penalty by up to 10%.
58. Should the number of delegates/guests attending the Event significantly increase or decrease then Edinburgh First reserves the right (upon providing at least 3 working days' notice to the Client) to provide alternative accommodation and space of an appropriate size for the Event.
59. Should alternative facilities not be available for the relocation of an Event where numbers have significantly reduced or increased, then Edinburgh First reserves the right to charge the Client for the Event Minimum Guaranteed Number last notified by the Client to Edinburgh First and before the significant reduction/increase.
60. The Client shall provide the Event Manager with a written rooming list providing details of delegates/guests for overnight accommodation, confirmed event programme details and confirmation of all services required at least 14 days prior to the Event.

Room availability

61. Bedroom accommodation is available from 2.00pm on the day of arrival and must be vacated by 10.30am on the day of departure.
62. Other rooms booked for the Event are available from the times specified in the Contract.
63. If a particular room, which has been booked by the Client, is unavailable on the required dates, Edinburgh First reserves the right (without liability) to relocate the event to an alternative room of a similar standard.

Outside and third party contractors

64. Edinburgh First reserves the right to refuse any external entertainment, services or activities that the Client may have arranged and does not accept any liability for the acts or omissions of any party employed by the Client in connection with the Event.
65. The Client shall (and shall procure that all third parties employed by the Client) comply at all times with the regulations (whether statutory or otherwise), Edinburgh First rules and regulations and any reasonable requests by Edinburgh First.
66. The Client shall ensure that these Conditions are brought to the attention of all third parties employed in connection with the Event and the Client shall indemnify Edinburgh First for any breach of these Conditions but any third parties employed in connection with the Event.

Payment terms and credit accounts

67. For all Bookings by Clients who are part of the University of Edinburgh:
 - a) the Client shall, within 14 days of the date of the relevant invoice or request for payment, pass for payment, in pounds sterling, the Event Price due under the Contract;

- b) the Client shall notify Edinburgh First of any disputed amounts within five working days of the date of the invoice or request for payment and the Client shall pay; the undisputed amount within 14 days of the date of the invoice; the disputed amount alone may be withheld until the dispute is resolved;
 - c) all payments by the Client to Edinburgh First shall be made without deduction or set off;
- d) where the Event booked is a Wedding or is related to a Wedding or a private event, then the Client shall pay to Edinburgh First a non-refundable deposit of £300; notwithstanding the terms of clause 4, the Booking will not be considered as confirmed until that deposit has been received by Edinburgh First. The remaining balance of the Event Price will be due at least 42 days prior to the Event date.
68. For all other bookings:
- a) the Client shall make all payments due under the Contract in pounds sterling and within 14 days of the date of the relevant invoice or request for payment;
 - b) a credit account may be applied for up to 28 days prior to the Event and, if accepted, will be confirmed to the Client by Edinburgh First. For the avoidance of doubt, credit accounts are given at the absolute discretion of Edinburgh First and such facilities may be withdrawn or amended at any time by Edinburgh First;
 - c) if the Client is an approved credit account customer of Edinburgh First, the Client shall pay a deposit of 50% of the Event Price at least 42 days prior to commencement of the Event and shall pay the balance of the sum due within 14 days of the date of the invoice.
69. If the Client is not an approved credit account customer of Edinburgh First, the following provisions apply:
- a) the Client shall pay the full Event Price and any additional costs incurred by Edinburgh First in connection with the Event at least 42 days before the date of the Event;
 - b) the Client shall provide Edinburgh First with credit card details at least seven days before the Event to cover the cost of any additional charges that may be incurred;
 - c) should the Event Price increase after the payment has been received, Edinburgh First may require an additional sum be paid prior to the Event;
 - d) if the Client fails to pay any amount due under the Contract on the due date, Edinburgh First may charge interest at an annual rate of 3% above the base rate for the time being of the Royal Bank of Scotland plc for the period from the due date up to and including the date of receipt;
 - e) the Client shall notify Edinburgh First of any disputed amounts within five working days of the date of the invoice or request for payment and the Client shall pay the undisputed amount within 14 days of the date of the invoice; the disputed amount alone may be withheld until the dispute is resolved;
 - f) all payments by the Client to Edinburgh First shall be made without deduction or set off;
 - g) where the Event booked is a Wedding or is related to a Wedding or a private event, then the Client shall pay to Edinburgh First a non-refundable deposit of £500; notwithstanding the terms of clause 4, the Booking will not be considered as confirmed until that deposit has been received by Edinburgh First. The remaining balance of the Event will be due at least 21 days prior to the Event date.

Licences

70. Edinburgh First shall be responsible for applying for any additional licences, consents and permits required in connection with the Event, provided the Client gives sufficient notice of their exact requirements to allow such applications to take place and the Client meets the reasonable costs associated with such application. The Client shall not be entitled to cancel or postpone the Event on the basis of an unsuccessful application. This excludes the application for wedding (AP1) and public entertainment licenses which need to be obtained by the Client.
71. The Client shall (and shall procure that all third parties employed by the Client) comply with the terms of all licences, consents and permits (including any conditions attached thereto) and any decision or recommendation by the licensing officer or other licensing or entertainment authority.

PART 4 - EVENT MANAGEMENT SERVICES TERMS AND CONDITIONS

Part 4 of these Conditions apply to all Contracts entered into whereby the Client is receiving the Event Management Service.

Service

72. Edinburgh First shall use reasonable endeavours to supply the Service from the Commencement Date.
73. The Service shall be directed by the Event Manager or such other suitably qualified person appointed by Edinburgh First.
74. Edinburgh First reserves the right to make changes to the Service which are necessary to comply with any applicable laws or safety requirements. Edinburgh First will notify the Client of any changes to the Service.
75. Edinburgh First will provide administrative assistance with the management of the Event budget and shall provide the client with profit and loss reports. However, notwithstanding the foregoing, the Client will be solely responsible for the overall management of the budget associated with the Event and shall be solely responsible for any loss incurred.
76. If Edinburgh First is required to provide a Website under this Contract, the Website will remain live for a period of six months after the date of the Event. The Client will be solely responsible for the content of the Website and the Abstract uploaded by the Client and/or Delegates (the "Abstract") and any postings on or use of the Website by the Client and or any third parties and/or Delegates and shall indemnify the University in respect of any loss or claims resulting from the content of the Website and/or the Abstract.

Delegate numbers

77. The Client shall confirm the Event Minimum Guaranteed Number at the Commencement Date. If the number of Delegates is less than the Event Minimum Guaranteed Number then a cancellation charge will apply as set out in clauses 16 to 21. If the final number of Delegates increases over those previously communicated to the Event Manager, the Client will be charged accordingly.
78. The Event Minimum Guaranteed Number may be adjusted by the Client provided that such adjustment is communicated to and accepted by Edinburgh First in writing. However, any reduction in numbers will remain subject to Edinburgh First's cancellation policy as set out in clauses 16 to 21. Any increase in Delegate numbers may result in an increase in the Price.

Client's obligations

79. The Client shall:
- a) co-operate with Edinburgh First in all matters relating to the Service;
 - b) provide, in a timely manner, such data and other information as Edinburgh First may require for the provision of the Service, and ensure that it is accurate in all material aspects;
 - c) provide content and materials for inclusion on the Website and in the abstract as requested by Edinburgh First and ensure that Edinburgh First and the Client have the right to use all intellectual property rights associated with the relevant content and materials.

Charges

80. In consideration of the provision of the Service, the Client hereby agrees to pay the Price to Edinburgh First together with any VAT eligible in respect thereof at the prevailing rate at the tax point date.
81. Edinburgh First has the right to adjust the Price in the case that any additional services are requested by the Client after the Commencement Date, including but not limited to an increase in Delegates.
82. Written notification of any Price changes will be made by Edinburgh First to the Client as soon as possible.

Additional charges and payments to third parties

83. The Price is a service and management charge and expressly excludes any postage charges and any other ancillary expenses reasonably and properly incurred by Edinburgh First in connection with the Service.
84. Edinburgh First shall obtain the Client's written approval before incurring any expenses, material or services exceeding an amount specified by the Client and included in the Booking Contract.
85. If Edinburgh First requires to sub-contract the provision of any part of the Service, it shall issue a written confirmation to the Client for the Client's approval and Edinburgh First shall have the right, acting as an agent of the Client, to bind the Client contractually to all approved sub-contractors.
86. As Edinburgh First is acting as an agent in relation to the provision of the Service, it will not be liable to any third party suppliers for payment.
87. Any expenses incurred under clause 79 or 80 shall be invoiced by Edinburgh First.
88. Notwithstanding the terms of clause 83, Edinburgh First can make payments to third party suppliers and/or sub-contractors on behalf of the Client. Edinburgh First can, at its sole discretion, set off the Revenue against any payments made by it to third parties. In the event that the Revenue actually received by Edinburgh First does not exceed

the sums paid by it to third parties, Edinburgh First shall invoice the client for any sums not covered in accordance with this clause 83.

89. If for any reason, the Event is cancelled or postponed, the Client shall be liable for all payments made or due to third parties under the terms of this Contract and shall indemnify Edinburgh First in relation to the same, provided that Edinburgh First uses reasonable endeavours to mitigate any such costs.

Deposit

90. A non-refundable deposit of 20% of the Price is payable upon the Commencement Date.
91. Further deposits may be required depending on the number of Delegates and/or the value of any additional services the Client requests Edinburgh First to book and/or contract on their behalf.

Payment terms for the Service

92. For all bookings by Clients who are part of the University of Edinburgh:
a) the Client shall, within 14 days of the date of the relevant invoice or request for payment, pass for payment, in pounds sterling, all monies due under the Contract;
b) the Client shall notify Edinburgh First of any disputed amounts within five working days of the date of the invoice or request for payment and the Client shall pay the undisputed amount within 14 days of the date of the invoice. The disputed amount alone may be withheld until the dispute is resolved;
c) All payments by the Client to Edinburgh First shall be made without deduction or set off.
93. For all other bookings:
a) The Client shall make all payments due under the Contract in pounds sterling and within 14 days of the date of the relevant invoice or request for payment;
b) If the Client fails to pay any amount due under the Contract on the due date, Edinburgh First may charge interest at an annual rate of 3% above the base rate for the time being of Royal Bank of Scotland plc for the period from the due date up to and including the date of receipt;
c) The Client shall notify Edinburgh First of any disputed amounts within five working days of the date of the invoice or request for payment and the Client shall pay the undisputed amount within 14 days of the date of the invoice; the disputed amount alone may be withheld until the dispute is resolved;
d) All payments by the Client to Edinburgh First shall be made without deduction or set off.

Payment terms for Delegates

94. Payment must be made in full by the Delegate for the delegate's registration to be confirmed. There are two payment options:
95. Payment option one: online by card:
a) delegates paying online using a card will receive confirmation of their transaction from the payment provider;
b) following payment, an invoice will be issued by Edinburgh First on behalf of the Client;
c) if the Client is VAT registered, this will be a VAT invoice.
96. Payment option two: via an invoice request;
a) during the online registration process, the Delegate can request the payment option "pay by invoice";
b) the Delegate will complete their company billing details, including the invoice contact, at this stage;
c) an invoice will be issued by Edinburgh First on behalf of the Client, and sent to the booker or booker/delegate;
d) if the Client is VAT registered, this will be a VAT invoice;
e) a receipt will be issued on behalf of the Client by Edinburgh First following payment.
97. Within two weeks of the start date of any event, there will no longer be the option to pay by invoice. The registration must either be closed by this date or the delegates will be only offered the option to pay online at the time of booking.
98. Any unpaid invoices will be chased by the administrator four times:
a) for delegates who register more than three months before the start date of the event, there will be four chases that will be completed a month before the start of the event;
b) for delegates who register less than three months before the start date of the event, there will be four chases that will be completed before the date of the event;
c) the first payment chase will be a generic email, the second a personalised email, the third a telephone call, and the fourth will be a final email advising that their registration may be cancelled;
d) the wording of the debt chasing emails will be approved by the Client;
e) this will be confirmed in all delegate terms and conditions. The Client cannot adjust the payment chasing dates.
99. Edinburgh First will inform the Client of any unpaid invoices and agree with the Client whether the provisional registration is to be cancelled.
100. After the four debt chases the outstanding debt will be passed back to the Client
101. If cancelled, Edinburgh First, on behalf of the Client, will send an email to the Delegate to confirm the Delegate's place has been cancelled.
102. The Client's account will be closed (including disbursement of final monies) 30 days after the date of their event.

Delegate cancellation and refunds

103. The Client is responsible for setting and agreeing communication by Edinburgh First of the delegate terms and conditions specific to the Event.
104. If a Delegate alters their booking or cancels any element of their booking, resulting in a full or part refund, Edinburgh First will issue the refund by cheque on behalf of the Client.
105. Individual registration cancellations or individual registration substitutions will be subject to an administration charge per cancellation or substitution as defined in the Booking Contract.
106. The Client agrees to reimburse Edinburgh First for the refund made to the delegates as per clause 100 and administration charge as per clause 101.

Financial

107. Edinburgh First will:
a) provide a separate area within the UOEAL bank account;
b) receive and deposit Revenue in connection with the Event;
c) provide regular management reports as agreed with the Client;
d) provide stage payments to the Client as required and agreed in the Client Payment Information;
e) deliver the remaining funds to the Client within a period after the event end date, as defined in the Booking Contract.

Intellectual property rights

108. As between the Client and Edinburgh First, all intellectual property rights and all other rights in and/or resulting from the provision of the Service shall be owned by Edinburgh First. Edinburgh First licenses all such rights to the Client on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Service. If this Contract is terminated, this licence will automatically terminate.
109. Any intellectual property rights developed prior to or out with the scope of this Contract shall remain the property of the party that introduced the same and they will grant to the other party, a non-exclusive, royalty free licence to use the same for the purpose of fulfilling their obligations under the Contract.
110. If the Client provides any logos, trademarks, copyright or any materials ("Client IP") to Edinburgh First for the Website the abstract or for the purpose of delivering the Service, Edinburgh First shall have a licence to use the intellectual property rights in any such Client IP for the purpose of delivering the Service only.
111. The Client warrants that it has sufficient rights in the Client IP to license it to Edinburgh First under this Contract and will indemnify Edinburgh First against any and all loss incurred as a result of the use of such Client IP.