BOOKING CONTRACT TERMS & CONDITIONS

1 Agreement

This agreement consists of the Booking Contract together with these terms and conditions (the ‘Agreement’) and is made between the client whose details are set out in Contact Information in the Booking Contract (the ‘Client’) and Oxford Brookes Enterprises Ltd (Co. Reg. No. 02299189) of Gipsy Lane, Oxford OX3 0BP (‘OBEL’) whereas the Client has requested OBEL to hire out the conference rooms and supply the catering services (if any) on the hire date(s) as detailed in the Booking Contract (the ‘Facilities’) and OBEL agrees to provide the Facilities on the following terms and conditions:

2 Provisional Bookings

OBEL may permit the Client to make a provisional booking which may be cancelled by OBEL or by the Client within 14 days without penalty. Any provisional bookings not confirmed by the Client within 14 days shall be deemed to be cancelled.

3 Confirmed Bookings

A booking will be regarded as confirmed once the Booking Contract has been signed by the Client and returned to OBEL.

4 Payment

4.1 The Client has agreed to pay to OBEL the total fee as set out in the most recent Booking Contract and/or the cancellation fee as set out in clause 7 below (if applicable).

4.2 Unless OBEL has requested the Client to pay a deposit, all charges will be invoiced within 14 days of the Facilities being provided and/or when notice of cancellation has been received.

4.3 Where a deposit has been requested, OBEL may issue an invoice to the Client for the deposit within 14 days of the Booking Contract being confirmed as per clause 3 above and the remaining balance shall be invoiced within 14 days of the Facilities being provided and/or when notice of cancellation has been received.

4.4 All invoices shall be payable in full by the Client without deduction or set off within 30 days of the date of issue.

4.5 OBEL may charge interest on any outstanding invoice at the rate of 8% above the then current Bank of England Base Rate from the due date until the date of actual payment.

5 Alterations to Facilities

5.1 OBEL shall use its reasonable endeavours to provide the Facilities save that it
reserves the right to make changes to the Facilities which do not materially affect their quality.

5.2 The Client may make a written request to the Event Manager (as identified in the Booking Contract) for changes to the Facilities at any time which request OBEL may agree to or refuse at its absolute discretion.

6 Alteration to Delegate Numbers

The Client may reduce the number of attendees by up to 10% without penalty provided that the Event Manager receives written notice of the same not less than 7 clear days prior to the hire date. The Event Manager shall confirm the revised charges to the Client. For all other reductions, the cancellation charges as outlined in clause 7 below shall be applied pro rata to the amount otherwise payable for the relevant catering and/or accommodation services.

7 Cancellation

7.1 The Client may cancel this Agreement without penalty provided that the Event Manager receives written notice of the same not less than 90 clear calendar days prior to the hire date. Where the Client wishes to cancel this Agreement on less than 90 clear days notice OBEL shall apply a cancellation charge equal to the following percentage of the total price as set out in the Booking Contract:

<table>
<thead>
<tr>
<th>Number of clear calendar days notice received by OBEL of cancellation</th>
<th>% of Total Charge Payable by the Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>89-62 days notice</td>
<td>25%</td>
</tr>
<tr>
<td>61-32 days notice</td>
<td>50%</td>
</tr>
<tr>
<td>31-15 days notice</td>
<td>75%</td>
</tr>
<tr>
<td>14 -0 days notice</td>
<td>100%</td>
</tr>
</tbody>
</table>

7.2 OBEL may cancel this Agreement with immediate effect where:

7.2:1 it has not received the Client’s deposit pursuant to clause 4; and/or

7.2:2 the Client has a petition presented for its winding up or for an administration order to be made against it, has a receiver, manager or administrative receiver appointed over all or any part of its assets, is made bankrupt, enters into any arrangement or composition with its creditors or enters into any comparable insolvency procedure in any jurisdiction.

8 Confirmation of Final Details

Where catering services have been requested as part of the Facilities, the Client shall confirm final timings, menus and any special food requirements to the Event Manager in writing not less than 7 clear calendar days prior to the provision of the Facilities. The Client accepts that OBEL may be unable to meet any late requests.
9 Liability

9.1 If the Client is unhappy with any aspect of the Facilities as provided then the Client shall inform the Event Manager of the same immediately. If the Event Manager is unable to remedy the matter to the Client’s satisfaction then the Client shall write to OBEL with full details of the complaint within 48 hours of the Facilities being provided and the parties shall work together to reach a satisfactory conclusion.

9.2 The Client shall be liable for the acts or omissions of all its invitees to the Facilities and undertakes that it has adequate public liability insurance cover for its use of the Facilities.

9.3 Where any of the Client’s invitees are under 18 years of age the Client shall ensure that it complies with all relevant provisions of the Protection of Children Act 1999.

9.4 Where the Client has arranged for other services to be provided at the Facilities by third parties, it is the Client’s responsibility to ensure that all such third parties comply with any relevant statutory or regulatory requirements regarding the services to be provided.

9.5 The Event Manager reserves the right at his or her discretion to ask any of the Client’s invitees to leave the Facilities where such invitee is behaving in the Event Manager’s view in an inappropriate or offensive manner.

9.6 The Client agrees to indemnify OBEL from and against all and any costs arising from the breach, operation of, termination or fact of this Agreement save to the extent that those costs are properly attributable to the negligence of OBEL or of its subcontractors and employees.

9.7 With the exception of liability for death or personal injury, OBEL shall not be liable to the Client for any loss or damage suffered by the Client including without limitation special, indirect or consequential loss or damage arising out of or in anyway connected with this Agreement provided that nothing in this clause shall operate to exclude any liability for fraud.

9.8 OBEL shall not be liable under this Agreement for any delay or failure to perform its obligations if that delay or failure was due to any cause or circumstance beyond OBEL’s reasonable control which shall include acts of God, flood, fire or accident, civil disorder, strikes, lockouts or other industrial actions of any nature or defaults of suppliers or subcontractors.

10 General

10.1 This Agreement shall commence on the date hereof and shall end when either OBEL has provided the Facilities or the Client pays OBEL’s final invoice, whichever is the later.
10.2 The Client and OBEL agree that this Agreement constitutes the entire agreement and understanding of the parties. Each party warrants that in entering into this Agreement it is not relying on and shall have no other remedy in respect of any written or oral statement, warranty, representation or understanding of any person, whether a party or not, other than expressly as stated in this Agreement.

10.3 This Agreement shall be governed by the laws of England and shall be subject to the non-exclusive jurisdiction of the English courts.

10.4 This Agreement constitutes an offer by OBEL to provide the Facilities to the Client. By signing and returning this Agreement the Client is confirming to OBEL that the Facilities requested are accurate and that the Client accepts OBEL’s offer and wishes to enter into a legal arrangement.

I have read and understood the terms of this Agreement. Signed for and on behalf of the Client:

Signature _______________________

Company ________________________ Print Name _______________________

Position ________________________ Date _______________________

The data provided by you will be used by OBEL to process the Agreement and may be used by us to advise you of related products or services. Please indicate below if you do not wish to receive product information from us. We respect your privacy and do not rent, sell or disclose your personal information to any third party.

[ ] I do not want to receive information on related products or services from OBEL