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## 1.0 STIRLING VENUES TERMS & CONDITIONS – UNIVERSITY OF STIRLING CAMPUS

These are the terms and conditions that apply when you reserve your accommodation with the University of Stirling trading as Stirling Venues (“Stirling Venues”).

Stirling Venues reserve the right to amend these terms and conditions at any time and you should therefore check them each time you make a reservation. The terms and conditions will be those in place on the date that you make your reservation either using one of our digital channels or by telephone.

A copy of the terms and conditions is available online at [Stirlingvenues.com](http://Stirlingvenues.com)

### 1.0 YOUR BOOKING

To make a booking you must be at least 18 years old and accept these terms and conditions on behalf of all members of the group and accept responsibility to settle all outstanding balances.

If you are booking on-line please check that the details of your reservation are complete and accurate before you confirm your reservation. Stirling Venues will not be liable for any delay or non-performance if you provide us with incorrect information.

We will confirm acceptance of your reservation by receiving both the signed contract issued and any prior agreed deposit payment. Please note, email acceptance will not suffice, and no booking is firmly confirmed until both of the attached are cleared.

Email confirmation alone does **not** constitute a confirmed booking. Your reservation is only secure once both the signed contract and deposit have been received.

All bookings are for holiday/business letting only and do not entitle clients to any protection under the Housing (Scotland) Act 1988 and no tenancy is created by this agreement.

### 1.1 CLIENT ACCOUNT

The client must provide the below information at time of booking, or beforehand in order to proceed:

- **Full Name of Company/ Group (to set account up on Agresso for invoicing purposes).**
- **Company Registration Number (If Limited)**
- **Registered Charity Number (If applicable)**
- **Contact**
- **Position**
- **Invoice Address**

- Town
- Country
- VAT Reg No
- (EU Customers only, excluding UK)
- Postcode
- Telephone Number
- Email

All client account applications are subject to relevant credit checks. The University reserves the right to refuse any application or override any stipulated terms outlined within this document based on the outcome of these checks.

## 2.0 ACCOMMODATION RATES AND PAYMENT

### Rates

At Stirling Venues we adopt dynamic pricing, and our prices may fluctuate based on demand and availability. This is also applicable to any time period which falls in between initial enquiry, and progression to a signed contract.

All rates quoted are subject to availability and include Value Added Tax (VAT) at the prevailing rate when your booking was made and are subject to change without notice. Special rates quoted cannot be used in conjunction with any other discount, offer or promotion.

Highchairs, Travel Cots and Z beds are subject to availability. Guests are strongly advised to pre book prior to arrival.

### 2.1 PAYMENT TERMS

Payment terms are subject to a tiered booking system, based on the contract value (excluding VAT) at the time of booking. Specific payment schedules and conditions will be outlined according to the applicable tier.

Tier 1	Less than or equal to £7,500
Tier 2	Less than or equal to £15,000
Tier 3	Above or equal to £25,000

#### Tier 1

A non-refundable and non-transferrable 20% deposit of overall contract value is due at time of booking to confirm.

An invoice for the remaining balance will be issued 12 weeks prior to arrival and must be paid a minimum of 10 weeks before the arrival date.

If the arrival date is less than 8 weeks from the time of booking, then full payment will be taken at the time of booking. Non-refundable deposit within 8 weeks in advance and thereafter 100% payment retained upon cancellation charged to the debit/credit card given at time of booking. If cancelled within 8 weeks of arrival, the booking is non transferrable.

## **Tier 2**

A non-refundable and non-transferrable 20% deposit of overall contract value is due at time of booking to confirm.

An invoice for the remaining balance will be issued 12 weeks prior to arrival and must be paid a minimum of 10 weeks before the arrival date.

If the arrival date is less than 8 weeks from the time of booking, then full payment will be taken at the time of booking. Non-refundable deposit within 8 weeks in advance and thereafter 100% payment retained upon cancellation charged to the debit/credit card given at time of booking. If cancelled within 8 weeks of arrival, the booking is non transferrable.

## **Tier 3**

A non-refundable and non-transferrable 20% deposit of overall contract value is due at time of booking to confirm.

Further instalments must be adhered to in line with the outline payment schedule plan issued in writing from Stirling Venues.

If the arrival date is less than 8 weeks from the time of booking, then full payment will be taken at the time of booking. Non-refundable deposit within 8 weeks in advance and thereafter 100% payment retained upon cancellation charged to the debit/credit card given at time of booking. If cancelled within 8 weeks of arrival, the booking is non transferrable.

## **2.2 METHODS OF PAYMENT**

- Credit/Debit card: Visa, MasterCard, Visa Delta, Maestro
  - o Full Credit Card details are required at time of booking
  - o All cards will be charged for your full stay within 72 hours of making the booking = CHECK
  - o Credit cards which are unable to be charged will result in the reservation being null and void
- Bank Transfer

## 2.3 CANCELLATION

Payment terms are subject to the below tiered booking system, based on contract value (eluding VAT) at time of booking.

Tier 1	Less than or equal to £7,500
Tier 2	Less than or equal to £15,000
Tier 3	Above £15,000 or equal to £25,000

### Tier 1

The cancellation of a booking by the customer must be notified in writing to Stirling Venues 12 weeks prior to arrival, with no financial penalty. Thereafter, further cancellation or reduction in numbers is chargeable as per the below:

- 12 weeks prior to arrival                      25% of the value of the cancelled numbers or contract value.
- 10 weeks prior to arrival                      50% of the value of the cancelled numbers or contract value.
- 8 weeks prior to arrival                      100% of the value of the cancelled numbers or contract value.

### Tier 2

The cancellation of a booking by the customer must be notified in writing to Stirling Venues 24 weeks prior to arrival, with no financial penalty. Thereafter, further cancellation or reduction in numbers is chargeable as per the below:

- 24 weeks prior to arrival                      25% of the value of the cancelled numbers or contract value.
- 20 weeks prior to arrival                      50% of the value of the cancelled numbers or contract value.
- 16 weeks prior to arrival                      100% of the value of the cancelled numbers or contract value.

### Tier 3

The cancellation of a booking by the customer must be notified in writing to Stirling Venues 24 weeks prior to arrival, with no financial penalty. Thereafter, further cancellation or reduction in numbers is chargeable as per the below:

- 36 weeks prior to arrival                      25% of the value of the cancelled numbers or contract value.
- 30 weeks prior to arrival                      50% of the value of the cancelled numbers or contract value.
- 24 weeks prior to arrival                      75% of the value of the cancelled numbers or contract value.
- 16 weeks prior to arrival                      100% of the value of the cancelled numbers or contract value.

## 3.0 CHECK IN AND CHECK OUT

- **Stirling Court Hotel only:** You can check in from 2pm on the day of arrival and check out is 10am on the day of departure, unless specific alternative arrangements have been agreed with Stirling Venues.

- **All campus accommodation** : You can check in from 3pm on the scheduled date of arrival and check out is 10am on the day of departure.

### 3.1 ACCESSIBILITY

Most Stirling Venue accommodation has rooms which are adapted for guests with disabilities. Guests are requested to stipulate at time of booking, if disabled access is required.

#### Accessible Accommodation – Stirling Venues

We're committed to making your stay comfortable and inclusive. Most of our accommodation includes rooms that are adapted for guests with disabilities.

To help us meet your needs, please let us know at the time of booking if you require disabled access or any specific accessibility arrangements.

### 3.2 CAMPUS ACCOMMODATION TERMS

1. You must not exceed the maximum occupancy for the accommodation allocated to you:
  - All Stirling Venues campus accommodation bookable by the client is only suitable for sole occupancy.
2. No liability or responsibility is accepted by Stirling Venues for the safety of or damage to or loss of the personal property of guests or other visitors or for the damage to or loss from their vehicles except to the extent that such liability may result from Stirling Venues staff's negligence. This particularly applies where 'left luggage' is deposited in public areas within Stirling Venues properties.
3. Guests of each property will be liable for any loss or damage to Stirling Venues property, with the exception of fair wear and tear.
4. Keys not returned at the end of the stay will be charge to the guest at the rate of £30 including VAT per key. Room cards not returned at the end of the stay will be charged at £10 including VAT.
5. Fire regulations require that maximum occupancy levels for accommodations must not be exceeded under any circumstances. Where it is found that maximum occupancy levels are being exceeded, Stirling Venues reserves the right to insist that those in breach of maximum occupancy levels vacate the accommodation.
6. In compliance with the Smoking, Health & Social Care (Scotland) Act 2005, Stirling Venues operate a strict No Smoking policy. Smoking is therefore prohibited throughout all venues including bedrooms.
7. We regret that pets, other than Guide Dogs, are not allowed in Stirling Venue properties.
8. All guests are requested to respect the feelings of other visitors to Stirling Venues and not cause any unreasonable disturbance to our other guests or any Stirling Venues staff.

9. Respect and Anti-Racism Policy at University of Stirling - we are committed to providing a safe, inclusive, and respectful environment for all students, staff, and visitors. Discrimination, harassment, or any form of racist behavior—whether verbal, physical, or written—will not be tolerated under any circumstances.
10. Candles and similar burning or smouldering materials, lit or unlit, are forbidden in all Stirling Venue accommodations.
11. Guests are not permitted to carry out any alternations to accommodation during their stay.
12. Guests are required to allow Stirling Venue housekeeping staff to gain access to their accommodation during their stay. Staff generally carry out their duties between 9am and 1pm however access may be required at other times.
13. In self-catering accommodations guests are required to ensure that the following is in place prior to departure: all crockery, cutlery and kitchenware is washed, dried and stored appropriately. All rubbish is placed in sealed bags. All foodstuffs are removed, and food storage areas are left clean and tidy.
14. Should any difficulties arise in connection with your accommodation, please inform reception staff as soon as possible in order that the situation may be resolved quickly
15. You and the members of your group must not resell or transfer your reservation (or any part of it) nor advertise, market or otherwise offer Stirling Venues accommodation for sale either on its own or as part of a combined offer. Stirling Venues will not honour any reservations made in this way and does not accept any liability for doing so. If you are a Tour Operator and wish to book rooms at a Stirling Venues accommodation you should contact [stirlingvenues@stir.ac.uk](mailto:stirlingvenues@stir.ac.uk)
16. If you or your group cause damage or loss of any kind to a Stirling Venues accommodation, other guests or their property, you (as the person making the booking) will be responsible for that damage or loss and you shall be liable to pay Stirling Venues on demand the amount required to make good or remedy such damage or loss.
17. If you or your group cause damage to the venue, other guests of the property, or otherwise breach any of these terms and conditions, Stirling Venues reserves the right to:
  - a. cancel your reservation with immediate effect and (if appropriate) eject you from Stirling Venues premises
  - b. retain all sums paid by you and/or charge you the full amount of your reservation and/or
  - c. refuse future reservations from you and/or refuse you entry or accommodation at any of our venues.
  - d. Stirling Venues will not be liable for any refund or compensation in such circumstances.

## 4.0 GENERAL

### 4.1 THE CONTRACT

Stirling Venues sells all accommodations and extras to you subject to these terms and conditions.

A contract is formed between Stirling Venues and you when we confirm your reservation/we issue you with a confirmation number for your accommodation and extras (if applicable). No other person shall have any rights to enforce any of its terms, whether under the Contracts (rights of third Parties Act) 1999 or otherwise.

No booking shall be binding on Stirling Venues until we issue you with a confirmation number.

In the case of residential events an alphabetical list of all delegate names residing in or using University accommodation must be forwarded to the University at least two weeks prior to the event.

Final numbers of delegates are required to be submitted by the client to the University six weeks prior to the event and the charges payable by the client to the University will be based upon this number or the actual number attending, whichever is the greater.

#### **4.2 STATUTORY RIGHTS**

If you are a non-business customer you have certain rights under consumer protection legislation. Nothing in these terms and conditions is intended to affect those rights.

#### **4.3 DATA PROTECTION**

We process information about you that you provide when making a booking and/or upon check in at our venues in accordance with our data protection policy. By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

#### **4.4 STIRLING VENUES LIABILITY**

If for any reason out with Stirling Venues' control, we are unable to provide the reserved accommodation or, indeed offer a suitable alternative, any monies will be refunded in full.

We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control.

If we breach these terms and conditions for reasons within our control, we shall only be liability for losses that are the direct losses and a reasonable foreseeable consequence of the breach.

Stirling Venues shall not be liable whether in contract, tort (including negligence) or for breach or statutory duty, or in any other way, for any indirect or consequential losses including: Loss of income, sales or revenue; loss of business; loss of profits or contracts; loss of data; loss of reputation and/or goodwill; wasted management or office time; business interruption; loss of anticipated savings.

Where Stirling Venues is liable to you (save as prohibited by applicable law) our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of your reservation unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act.

#### **4.5 LAW**

These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by Scottish Law.

#### **4.6 Changes to Terms**

Stirling Venues reserve the right to change these terms from time to time. The terms applicable to your Booking are those in force on the date of Booking (or amendment, as applicable).

#### **4.7 CAR PARKING**

Car Parking is available free of charge at all locations. This is offered on a first come first served basis and on busy days may be limited. A pay and display system is in operation on our overspill car parks. Please call Stirling Venues sales department to discuss your parking options.

#### **4.8 CONTACT STIRLING VENUES**

If you have any questions or complaints in relation to your Booking or these terms and conditions please go to our website and click on the 'contact us' link and we will respond to you as quickly as possible, normally within 5 working days, email [stirlingvenues@stir.ac.uk](mailto:stirlingvenues@stir.ac.uk) or telephone 01786 466000.

#### **5.0 CONFERENCE AND EVENTS**

##### **5.1 BOOKING**

1. The client may only make a booking by signing, dating and returning to the University the duplicate copy of the Contract. A booking will not have been made if the client amends or otherwise seeks to vary the terms of the contract without the prior written consent of the University.
2. A booking made by the client in accordance with these Terms and Conditions will be binding on the University only when the correct deposit has been received in cleared funds by the University. Please refer to section 3 below.
3. Deposit payments will be outlined at the time of booking and will be dependent on the value of the business.
4. At the time of booking the University requires an estimate of the numbers of persons attending ("Delegates") with any significant change in that number being notified to the University when such change becomes apparent to the client.
5. An outline of requirements for catering, meeting rooms and facilities should be advised at the time of booking. The University will not permit the use of outside caterers except in special circumstances and with the University's prior written consent.
6. A copy of the programme and delegates' briefing material should be forwarded to the University at the client's earliest convenience.
7. If liquor is required, either the University supplies the liquor or, if the client making the booking wishes to supply liquor, then the University reserves the right to charge a "corkage" fee. The provision of alcohol for sale or consumption within the University Premises must at all times be conducted in accordance with the appropriate sections of the Licensing (Scotland) Acts as amended or re-placed from time to time by and under the control of a person holding a current licence to sell liquor on licensed premises within Scotland. It will not be permitted, except with the prior written consent of the University, for functions to be conducted under the sections of the Licensing Act (Scotland) 1976 etc as amended or replaced from time to time, permitting voluntary organisations to sell liquor on special occasions without the intervention of an approved licensee. The "corkage" fee shall be determined by the

license or his nominee and shall be in respect of use of glassware and/or staff and loss of income which might otherwise be reasonably expected. Continued.

## 5.2 CHARGES

1. Charges shall be as stated in the enclosed documents or, in the case of separately negotiated rates, these will be confirmed by the University in writing.

2. The University reserves the right to alter the charges which have been offered to the client at any time not later than six months prior to the commencement date of the event but will not do so at such time without prior consultation with the client. If the University does alter the charges the client shall be entitled within 28 days of receipt of such notification to give written cancellation of the booking and any deposit paid by the client will be refunded in this case.

3. Notwithstanding the provisions of condition 2 above, the imposition of, or variation in any rate of, Value Added Tax or any other applicable taxes from time to time shall not entitle the client to cancel the booking.

4. Accounts are payable within 28 days of the relevant invoice date. Interest will accrue at a rate equal to 3 per cent above the base rate for the time being and from time to time the Bank of Scotland on all amounts unpaid from time to time from the due date of payment to the date of actual payment (whether after or before judgement).

5. All sums payable by the client to the University hereunder shall be payable without any deduction by way of compensation or set-off.

6. Keys not returned at the conclusion of an event will be charged to the client at the rate of £30.00 plus VAT per key.

## 5.3 CONDUCT

1. The client is responsible for ensuring that all Delegates conduct themselves in an orderly manner and comply with any written notices or rules and regulations displayed within the University's premises or property and with all reasonable instructions issued by the University or any of its employees. In particular, the client shall ensure that: The attention of all person's resident in, or using the University accommodation is drawn to the Fire and Safety Regulations. Please read the regulations and make sure that you understand them. As a fire precaution the maximum number to be accommodated in each room is specified by the University and must not be exceeded.

2. The University reserves the right to charge the client in full in the final account for any damage or destruction of University property and for any unusual cleaning bills caused by or resulting from the activities of Delegates. Continued.

## 5.4 LIABILITY

1. No liability or responsibility is accepted by the University for the safety of or damage to or loss of the personal property of Delegates or other visitors of 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.

2. The University retains public liability insurance which only applies where 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 if an accident occurs and the client is held to be responsible.

3. The University shall use reasonable care and skill in the performance of the Contract.

4. Save insofar as such liability may not be lawfully excluded, the University shall have no liability or obligations under the Contract or other-wise 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.

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 £10,000 whichever is lower. 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.

6. Guests wishing to bring their own items of electrical equipment onto campus should ensure that each item has been tested by a qualified electrician prior to arrival on campus.

## 5.5 CANCELLATION

Cancellation terms are subject to the below tiered booking system, based on contract value (excluding VAT) at time of booking.

Tier 1	Less than or equal to £7,500
Tier 2	Les than or equal to £15,000
Tier 3	Above £15,000 or equal to £25,000

### Tier 1

The cancellation of a booking by the customer must be notified in writing to Stirling Venues 12 weeks prior to arrival, with no financial penalty. Thereafter, further cancellation or reduction in numbers is chargeable as per the below:

- 12 weeks prior to arrival            25% of the value of the cancelled numbers
- 10 weeks prior to arrival            50% of the value of the cancelled numbers
- 8 weeks prior to arrival            100% of the value of the cancelled numbers

### Tier 2

The cancellation of a booking by the customer must be notified in writing to Stirling Venues 24 weeks prior to arrival, with no financial penalty. Thereafter, further cancellation or reduction in numbers is chargeable as per the below:

- 24 weeks prior to arrival            25% of the value of the cancelled numbers or contract value.

- 20 weeks prior to arrival                    50% of the value of the cancelled numbers or contract value.
- 16 weeks prior to arrival                    100% of the value of the cancelled numbers or contract value.

**Tier 3**

The cancellation of a booking by the customer must be notified in writing to Stirling Venues 24 weeks prior to arrival, with no financial penalty. Thereafter, further cancellation or reduction in numbers is chargeable as per the below:

- 36 weeks prior to arrival                    25% of the value of the cancelled numbers or contract value.
- 30 weeks prior to arrival                    50% of the value of the cancelled numbers or contract value.
- 24 weeks prior to arrival                    75% of the value of the cancelled numbers or contract value.
- 16 weeks prior to arrival                    100% of the value of the cancelled numbers or contract value.

2. The University reserves the right in its absolute discretion and without giving reasons to refuse or cancel any booking at any time prior to the event commencement date. The University’s only liability to the client in respect of such refusal or cancellation shall be to refund the deposit in full. 3. The University reserves the right to cancel any arrangements for the use of its premises at any time where such cancellation arises directly or indirectly from any event or circumstance beyond its reasonable control including without limitation fire, flood, earthquake, elements of nature or Acts of God, acts of war, terrorism, riots, malicious damage, civil disorders, rebellions or revolutions, strikes or lockouts, court orders, police orders or third party failure or non-performance and accepts no liability for any inconvenience or loss cause in consequence of such cancellation. Any deposit paid by the client to the University will be returned in this case.

**5.6 GENERAL**

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.
2. All bookings accepted by the University 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, whether in a booking form or in any negotiations, and the Contract and these Terms and Conditions are the only terms and conditions upon with the University agrees to perform the Contract, unless otherwise expressly agreed in writing by the University.
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. The client’s attention is drawn to the fact that only the Commercial Manager (or her nominee) of the University have authority to sign contractual documentation on behalf of the University.
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.
5. 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.

6. 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.

7. The Contract and these Terms and Conditions shall be governed by and construed in all respects in accordance with the law of Scotland and the University and the client hereby prorogate the non-exclusive jurisdiction of the Scottish courts. Continued. 8. In compliance with the Smoking, Health & Social Care (Scotland) Act 2005, the University of Stirling operates a strict No Smoking policy. Smoking is therefore prohibited throughout all University buildings, including bedrooms of University residential accommodation. 9. Candles and similar burning or smouldering material, lit or unlit, are forbidden in all University accommodation.

## **6.0 FORCE MAJEURE AND EVENT RESCHEDULING**

In the event that either party is prevented from performing its obligations under this Agreement due to circumstances beyond its reasonable control—including but not limited to acts of God, war, terrorism, civil unrest, government restrictions, pandemics, natural disasters, or other unforeseeable events—such party shall not be held liable for any delay or failure in performance.

Should such a Force Majeure event occur, both parties agree to make reasonable efforts to **reschedule the event** to a mutually acceptable date within [60] days of the originally scheduled date, subject to venue availability and operational feasibility. Cancellation shall only be considered if rescheduling is demonstrably impossible, and only after both parties have exhausted all reasonable alternatives.

The affected party must notify the other party in writing as soon as reasonably practicable, providing details of the Force Majeure event and proposed rescheduling options.

Last updated October 2025