With the support of legal experts Mishcon de Reya, the mia has prepared updated contract and cancellation guidance on behalf of the sector. We strongly recommend that a specific Infectious Diseases clause is used in all contracts. The clause provided within this document is safe to use or alternatively we suggest you work with your own legal teams to ensure you have an appropriate clause for your business.

Venues and agent bookers should always ask their clients to seek adequate insurance – there is cover now available for business meetings and events, scheduled to take place before 30 September, which is underwritten by UK Government through the Live Events Reinsurance Scheme.

Kerrin MacPhie
Chief Executive, mia
Guidelines for contracts and dealing with cancellations

Guidelines for contracts

Infectious Diseases Clause
Guidelines for contracts and dealing with cancellations

Dealing with cancellations

B2B contracts signed on standard terms of business – which most hotel/venue contracts are – must satisfy the reasonableness test under the 'Unfair Contract Terms Act' in regards to any exclusion or limitation of liability, which will include terms relating to cancellation fees. Therefore, it should be noted that while in theory a venue can refuse to return any monies to the organiser on cancellation by either party, in reality that might well be unenforceable.

If a deposit is non-refundable, this needs to be made very clear and the deposit should not be an unreasonably large percentage of the total booking fee.

It is reasonable to have a sliding scale of refunds that are dependent on the date of cancellation, but the time periods should bear some connection with the venue's ability to resell the cancelled dates.

In the case of consumer cancellations, leisure and events, it is recommended that operators refer to CMA Guidelines click to view and ensure that consumer contracts are always totally transparent and fair.

When dealing with any cancellation, the mia suggests the following (see page 5), although it should be noted that this is not a prescriptive solution, it is recommended best practice.

1. UK in total lockdown
2. Client confidence/client choice
3. Failure to reach delegate numbers
4. Mandated delegate numbers

When dealing with any cancellation, the mia suggests the following, although it should be noted that this is not a prescriptive solution, it is recommended best practice.
ASSESS THE CONTRACT

STEP 1

If you are facing an organiser cancelling their booking, first ensure you know which contractual terms apply. Arm yourself with the facts:

• Was the contract actually signed?
• Check emails for any relevant statements that may have been made about cancellations
• Who signed what, and when?

The battle of the forms sometimes means that both parties believe their booking terms apply. But, in almost all cases the venue’s terms should apply so don’t accept a cancellation without checking what the cancellation terms say and, if these aren’t clear, consider taking legal advice.

STEP 2

Discuss options with the organiser to amend or modify the booking on reasonable terms. This will generate goodwill and save money in terms of administering refunds or chasing for unpaid monies.

For all cancellations the mia advises that you consider:

• The timing of the cancellation
• Your relationship with the client
• The actual impact on your business
• The impact on your partners, AV providers and caterers, booking agents
• Alternative solutions before levying a cancellation charge
• The bigger picture, what’s happening across the UK and what are the UK Government advising.

CONSIDERATIONS
# Cancellation Guidelines

## Forced Client Choice

<table>
<thead>
<tr>
<th>Total or Regional Lockdown</th>
<th>Venue Closed</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANDATED DELEGATE NUMBERS</td>
<td></td>
</tr>
<tr>
<td>FAILURE TO MEET CONTRACTED DELEGATE NUMBERS DUE TO INFECTIONS OR TRAVEL RESTRICTIONS</td>
<td></td>
</tr>
</tbody>
</table>

### Option 1
- Offer re-booking date to client at seasonal rate.

### Option 2
- Refer client to accredited venue in another location.

### Option 3
- Cancel booking without charge and refund deposit/all monies held.

### Charge reasonable cancellation fees in line with your terms and conditions. If cancellation notice is sufficient, do not charge catering except in the case of a third-party commitment.

## Flexible Delegate Numbers

### Option 1
- Be flexible about delegate numbers; offer a 50% reduction and share the impact with the client.

### Option 2
- One free of charge move within a 12-month period of original booking subject to availability. Hold deposit and charge less than 15 working day catering. Contract: no further cancellation opportunity.

## Failure to Meet Contracted Delegate Numbers

### Option 1
- Be flexible about delegate numbers; offer a reduction of up to 30%, if notified in writing 15 working days prior to event.

### Option 2
- Cancel and refund deposit and any monies held.

### Charge 100% cancellation fee including catering according to your cancellation terms and conditions.

## Offer a Discretionary Time Limited Loyalty Re-Book Discount.
### COMMITMENT TO BOOKING AGENTS

As a priority, always keep the booking agent informed of any changes to the negotiated contract.

For Option 1:
- Pay commission on new date at event point.

For Option 2:
- Commission to be paid by accepting venue (notify venue and booking agent on transfer).
- No commission payable.

For Option 1:
- Pay commission on final delegate numbers.

For Option 2:
- Pay commission on held deposit and balance after event held date.
- No commission payable.

For Option 1:
- Pay commission on final delegate numbers.

For Option 2:
- Pay commission on cancellation fee and catering, if charged.

Pay commission on held deposit and balance after event held date.