

## ASHORNE HILL - VENUE TERMS & CONDITIONS

***Your attention is drawn in particular to the provisions of clause 6 (Cancellation by you), clause 7 (Cancellation or termination by us) and clause 9 (Limitation of Liability)***

The following Terms and Conditions govern your relationship with Ashorne Hill Management College for the Event you will be holding at the Venue, the details of which are set out in the Booking Contract. Please check the details in the Booking Contract to ensure these are complete and accurate. In addition, you must read these Terms and Conditions before signing the Booking Contract as these Terms and Conditions are incorporated into the Booking Contract by reference, to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **1. Definitions:**

In these Terms and Conditions the following expressions shall mean:

“Booking” means your order to hold an Event at the Venue.

“Booking Contract” means the agreement between us and you in relation to the Booking, incorporating these Conditions and any amendments agreed in writing.

“Conditions” means these Terms and Conditions plus any special conditions contained in the Booking Contract.

“Event” means the event to be held at the Venue, as detailed in the Booking Contract.

“Final Numbers” means the final number of persons who will be attending the Event and for whom we will be required to prepare and cater for.

“Force Majeure Event” means any circumstance beyond our reasonable control including, but not limited to, acts of God, fire, explosions, adverse weather conditions, flood, earthquake, local terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, lack of power and materials shortages.

“Minimum Numbers” means the minimum number of persons which the Venue will accommodate in respect of the Event and the minimum number of persons who you will be charged for, as specified in the Booking Contract.

“Scheduled Date(s)” means the first date upon which the Venue is used in relation to the Event and any subsequent days if the Event will take place over more than one day.

“Venue” means that part of Ashorne Hill Management College where the Event is to be held, as specified in the Booking Contract.

“we”, “us” or “Company” means Ashorne Hill Management College, registered in England and Wales with company registration number 0889791.

“you”, “your” or “the Client” means the individual, company or association specified in the Booking Contract.

### **2. Basis of Contract**

**2.1.** All Bookings are ‘provisional’ until the Booking Contract is signed by you and us, at which point a contract will come into existence,

**2.2.** You must return the Booking Contract to us at the address stated on the Booking Contract by the due date specified by us, or where no date is specified, within seven days of receipt. If the Booking Contract is not received by us by the specified due date, there will be no contract between the parties and we will have no obligation to reserve the Venue for the Scheduled Dates.

**2.3.** You warrant that the Booking Contract will be signed by a person authorised to enter contracts on your behalf, and who will be making payment for the products and/or services confirmed in the Booking Contract.

**2.4.** All details on the Booking Contract including but not limited to Final Numbers, final timings, menus and any other applicable special conditions must be confirmed by you in writing no later than seven (7) days prior to the Scheduled Date.

### **3. Your obligations and use of the Venue**

**3.1.** You shall cooperate in all matters with us in relation to the Event to be held at the Venue.

**3.2.** You shall ensure that any persons attending the Venue in connection with the Event including (but not limited to) guests, delegates, outside speakers, entertainers, shall:

- (a)** comply with all licensing, health and safety and other regulations relating to the Venue and communicated by us;
- (b)** not carry out any electrical or other works at the Venue, including amplification and lighting, without our prior written consent;
- (c)** not bring any dangerous or hazardous items onto the Venue and remove any such items promptly when requested to do so by a member of our management team or any other person authorised to act on our behalf;
- (d)** not consume any food or drink at the Venue which has not been supplied by us or by our authorised caterers;
- (e)** not act in an improper or disorderly manner; and
- (f)** leave promptly at the time notified by us and comply with any reasonable requests of our employees.

**3.3.** You must notify us in writing if you wish to incorporate any external entertainment, services or activities at the Venue in connection with the Event and we reserve the right to refuse or approve such entertainment, services or activities at our discretion. We do not accept any liability for any resultant costs connected or in relation to such entertainment, services or activities.

**3.4.** Decorations or displays brought into the Venue must be approved by us in writing prior to arrival by a member of our management team. You must not attach any nails, staples, tape or any other substance to any fixed walls at the Venue without our prior written consent. We will offer our reasonable assistance in assisting to organise display boards for the Event, but this is your responsibility and we will not be liable for any failure to do so.

**3.5.** Breach of this clause 3 may result in:

- (a)** termination of the contract in accordance with clause 7; and/or
- (b)** any person or item in breach of clause 3 being refused admission to the Venue or being asked to leave the Venue immediately.

#### **4. Charges and Payment**

**4.1.** We reserve the right to offer or refuse credit facilities to you. Where you wish to request a credit facility, we require at least 14 days' written notice prior to the Scheduled Date to arrange any such credit facilities.

**4.2.** Credit facilities must not exceed their limit, as set by us, at any time.

**4.3.** Where we require an advance deposit or pre-payment we will notify you in writing and any such payment must be cleared in our bank account by the due date specified by us. Any deposit or pre-payment as described in this clause 4.1 is non-refundable.

**4.4.** Where we have agreed a credit facility with you, we shall invoice you for the balance of any sums due under the Booking Contract the day after the Scheduled Date.

**4.5.** Where we have not agreed a credit facility with you, we shall invoice you for the balance due under the Booking Contract at the time the contract is formed pursuant to clause 2.1.

**4.6.** V.A.T. will be charged at the prevailing rate at the time of payment.

**4.7.** You must pay any invoices within 30 days of the date of invoice. All amounts quoted and payable are in pounds sterling.

**4.8.** Time for payment of any sums due under the Booking Contract shall be of the essence.

**4.9.** If you fail to pay any sum due under the contract by the due date, we reserve the right to charge interest at a rate of 4% per annum above the Bank of England base rate from time to time from the date the debt becomes due.

**4.10.** Notwithstanding clause 4.9 above, and without limiting any other right or remedy of ours, we reserve our right to claim interest under the Late Payment of Commercial Debts (interest) Act 1998.

**4.11.** Billing for a Booking Contract will be based on actual numbers in attendance or the Minimum Number as set out in the Booking Form, whichever is the greater.

**4.12.** Following confirmation of the Final Numbers and other event details as set out in clause 2.4:

- (a)** if the total number of persons attending the Event increase, we shall invoice you for the pro rata difference in attendees;
- (b)** if the total number of persons attending the Event decreases at any time following confirmation, the previous applicable number of guests will remain the same and no pro rata refund shall be payable by us.

**4.13.** Except where you have instructed us in writing to obtain cash settlement from persons requesting additional food, beverages or other services, you are responsible for paying, within 30 days of the issue of our invoice, for all food, beverages and other services requested by you, your employees,

guests, customers, clients or invitees during the Event, and which are not included within the agreed rate per room or per guest, as set out in the Booking Contract.

**4.14.** If there are queries on any part of the Booking Contract or an invoice, you will pay the undisputed balance of the sum owing on the date due and the remainder on resolution of the query.

**4.15.** You shall pay all sums due to us without any set-off, deduction, counterclaim and/or any other withholding of money.

## **5. Amendments to the Booking Contract**

**5.1.** Any reduction below the Minimum Number may result in cancellation charges being payable in accordance with clause 6.

**5.2.** If you wish to increase the Minimum Number then this must be communicated in writing to us at the earliest opportunity and we will use reasonable endeavours to fulfil such a request, but this will be subject to availability and the capacity of the Venue.

**5.3.** Where you request significant changes to the Booking Contract, you acknowledge and agree that to accommodate such a change, we may need to relocate the Event to alternative rooms in the Venue. In these circumstances, you acknowledge and agree that there may need to be amendments made to the applicable rates and/or facilities offered by us in relation to your new criteria and further charges may be payable by you.

**5.4.** If we, for reasons beyond our control, need to make any amendments to the Booking Contract, we reserve the right to nominate alternative facilities within the area without liability to you.

## **6. Cancellation by you**

**6.1.** If you wish to cancel a Booking Contract in whole or in part, or where you notify us that the Final Number is less than the Minimum Number, we reserve the right to charge you a cancellation fee in accordance with this clause 6.

**6.2.** You must communicate the cancellation to us verbally in the first instance and then confirm the cancellation in writing. The cancellation will take effect from the date we receive written notice from you.

**6.3.** All cancellation charges will be based on numbers and rates stated in the Booking Contract. If no specific rates are stated, the prevailing rate for such services available at the Venue will be applied.

**6.4.** All cancellations are charged excluding VAT at the current rate at the time of cancellation.

**6.5.** We will use reasonable endeavours to re-hire the Venue for each Scheduled Date so as to minimise your loss under the cancelled Booking Contract.

**6.6.** We will confirm final cancellation charges the day after the Scheduled Date(s) and raise an invoice for the applicable cancellation charges.

**6.7.** For the avoidance of doubt, the provisions of clause 4.7, 4.8, 4.9 shall apply to any invoices raised in respect of cancellation charges.

**6.8.** If you cancel a contract within twelve (12) months prior to the Scheduled Date, we reserve the right to charge the following cancellation fees, unless the Venue is re-hired for the same Scheduled Date(s) with the same value from a third party on no less favourable terms:

<b>Notice given in advance of the Scheduled Date</b>	<b>Cancellation Fee</b>
Less than 12 months, more than 6 months	25% of total anticipated charges
Less than 6 months, more than 3 months	50% of total anticipated charges
Less than 3 months, more than 28 days	75% of total anticipated charges
Less than 28 days	100% of total anticipated charges