

Ashorne Hill Management College – Venue Terms and Conditions

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. Agreed amendments to the standard Terms and Conditions must be documented and signed by the Client and stated on each relevant Booking Contract.

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 returned to us at which point a contract will come into existence,
- 2.2. You must return the signed Booking Contract to us by email or to our address 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 authorised in writing. We will not accept any liability for food consumed on our premises that has not been prepared by the venue.
 - (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 prior to arrival. You must not attach any nails, staples, tape or any other substance to any fixed walls. 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' 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. We reserve the right to request a deposit in advance of your event up to 100% of the value of total charges. 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 within seven days of 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. Payment to be made by Bank Transfer to:

National Westminster Bank	Sort code:	60-12-35
Royal Priors	Account no.:	00963011
59 the Parade	Swift Code:	NWBK (GB) 2L 1BAN
Leamington Spa	Account name:	Ashorne Hill Management College
Warwickshire		
CV33 9QW		

- 4.8. 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.
- 4.9. Notwithstanding clause 4.8 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.
- 4.10. Billing for a Booking Contract will be based on actual numbers in attendance, or the number as set out in the signed Booking Contract, whichever is the greater.
- 4.11. 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 actual attendees.
 - (b) if the total number of persons attending the Event decreases at any time following confirmation, charges will be made in accordance with the reduction policy set out in the Booking Contract.
- 4.12. 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.
- 4.13. 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.
- 4.14. 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 signed Booking Contract number may result in cancellation charges being payable in accordance with clause 6.
- 5.2. 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. In such circumstances a new Booking Contract will be issued for signature and return.
- 5.3. A confirmed Booking may be postponed to a later date on the following conditions: -
- 5.3.1 The Event must take place within 3 months of the original date of Booking and be of a similar size or same or greater value to that of the original Booking. Should a smaller Event be agreed with the Venue then the Client will be liable for the difference in anticipated revenue from the signed Booking Contract as detailed in clause 6,
 - 5.3.2 A minimum of 4 weeks' notice in writing prior to the Scheduled Date must be given and new dates agreed in writing.

- 5.3.3 Should new dates not be available or agreed then the Event will be deemed as cancelled and cancellation charges be payable in accordance with clause 6.
- 5.3.4 Events can only be moved once. Thereafter the Event will be deemed to have cancelled and cancellation charges be payable in accordance with clause 6.
- 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. Cancelling all or part of your event

- 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 signed Booking Contract 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.
- 6.5. We will confirm final cancellation charges and raise an invoice for the applicable cancellation charges.
- 6.6. 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.
- 6.7. If you cancel a contract on a signed Booking Contract within six (6) months prior to the Scheduled Date, we reserve the right to charge the following cancellation fees:

Notice given in advance of the Scheduled Date	Cancellation Fee
Less than 6 months, more than 6 weeks	25% of total anticipated charges
Less than 6 weeks, more than 14 days	50% of total anticipated charges
Less than 14 days	100% of total anticipated charges

- 6.8. If your numbers reduce on your Event the Venue will charge the following based on the contracted numbers:

Notice given in advance of the Scheduled Date	Cancellation fee
Less than 6 months, more than 6 weeks	25% of the reduced numbers
Less than 6 weeks, more than 14 days	50% of the reduced numbers
Between 14 days and 48 hours prior to event	90% of the reduced numbers
Less 48 hours	100% of total anticipated charges

7. Cancellation or termination by us

- 7.1. The Booking Contract may be cancelled by us, without liability, if:
 - (a) in our reasonable opinion:
 - (i) your presence at the Venue (or holding the Event at the Venue) would pose a risk to the safety of the other guests at the Venue and/or the public at large or would result in the Venue and/or us violating any law, licence or permit; or
 - (ii) the Booking Contract, or any persons associated with the Booking Contract may prejudice the reputation of the Venue, or is immoral or illegal.
 - (b) you are more than thirty (30) days in arrears with any payments due to us; or
 - (c) you are in breach of any other term of the Booking Contract including (but not limited to) clause 3 of these Conditions.

the Booking Contract and/or these Conditions, or any third party claim made against us based on your breach or negligent performance or non-performance of the Booking Contract and/or these Conditions.

10. General Terms

- 10.1. **Assignment:** You may not assign, transfer, charge, subcontract or deal in any other manner with any of your rights under the Booking Contract without our prior written consent. We may at any time subcontract, assign or otherwise transfer our rights under the Booking Contract and/or these Conditions
- 10.2. **Notices:** Notices must be in writing and sent to the other party marked for the attention of the person at the address set out for such party in the Booking Contract (or to such other address as that party shall have previously notified to the sender). Notices may be sent by first class mail or email transmission provided that the emails transmissions are confirmed within 24 hours by first class mailed confirmation of a copy. Correctly addressed notices sent by first class mail will be deemed to have been delivered 72 hours after posting and correctly directed email transmissions will be deemed to have been received instantaneously on transmission if they are confirmed as set out above. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 10.3. **Waiver:** No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 10.4. **Severance:** If any clause or sub-clause of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.
- 10.5. **No Partnership:** Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 10.6. **Third Parties:** No one other than a party to the Booking Contract shall have any right to enforce any of its provisions.
- 10.7. **Variation to these Conditions:** No variation to the Booking Contract and/or these Conditions will be binding unless agreed in writing between both parties.
- 10.8. **Jurisdiction:** The Booking Contract, these Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.