



Waltham St Lawrence CC

Terms and Conditions of Booking

1. Definitions

In these terms and conditions the following words and phrases shall have the following meaning:

'Client' means the person(s), firm or company to whom the Company's clubhouse and/or grounds are being hired out and provided:

'Company' means Waltham St Lawrence Cricket Club

'Confirmation of Booking' means confirmation of a Provisional Booking in writing from the client or third party, in the circumstances set out in Clause 3.5, to the Company to be received not later than 14 days after the Provisional Booking.

'Force Majeure Event' means any event beyond the control of the company including (but not limited to) war (whether declared or not), civil war, riots, terrorism, natural disasters such as violent storms, floods and/or lightening, explosions, fires and/or destruction of plant, machinery and/or factories, strikes and labour disputes of all kinds, acts of authority, whether lawful or unlawful, except for an act for which the Company has assumed the risk by virtue of any other provisions of this Agreement, and any lack of authorisation, licence or approval necessary for the performance of the contract which is to be issued by any public authority and/or other cause whatsoever beyond the Company's control.

'Function' means an Event to be held within the grounds of Waltham St Lawrence Cricket Club

'Guests' mean the people who the client invites to attend the Function.

'Payment Request' means the request issued by the Company to the client for payment in advance of a function or event.

'Provisional Booking' means a telephone reservation with the Company for a Function.

'Total Charge' means the estimated total value of all services to be supplied calculated with reference to the guaranteed minimum number of Guests as set out in clause 2.2.

2. Provisional Booking

2.1 The Company shall hold a Provisional Booking for a maximum of 14 days until the company receives written Confirmation of Booking, which must be within 14 days of making a Provisional booking unless otherwise agreed in writing. **The Company reserves the right to cancel any Booking, due to match scheduling or any other unforeseen circumstances. In the case of a cancellation due to a fixture the Company will use its best endeavours to offer the Client another suitable date.**

Upon Confirmation of a Booking the Client must agree with the Company a guaranteed maximum number of Guests.

3. Price / Payment

3.1 The Company will require the Client to pay a **non refundable** deposit on Confirmation of Booking.

3.2 The Company shall provide to the Client an estimate of the Total Charge on or as soon as reasonable practicable after Confirmation of Booking.

3.3 The Company reserves the right to change any of its prices on reasonable notice to the Client

3.4 All charges are available on the Club's web site <http://www.walthamstlawrencecc.co.uk>, with cheques made payable to 'Waltham St Lawrence Cricket Club' or bank transfers to Nat West Bank, A/C 47827920, Sort Code 60-04-53

- 3.5 The Company will require full payment prior to any event unless prior arrangements for credit facilities have been made.
- 3.6 A Payment Request will be issued by the Company for the full balance payable, which must be settled by the Client within 14 days of the date of the request or prior to the event taking place, whichever is the earlier. Should the Payment Request be outstanding more than 14 days from the date of the request, the Company may treat the Confirmed Booking as being cancelled by the Client. The Company reserves the right to retain any payments previously made by the Client in relation to the specific Function.

4. Use of Contractors

- 4.1 Should the Client wish to hire a performing Disco / band or live act for the Function it shall:
 - 4.1.1 Obtain the Company's written permission
 - 4.1.2 Only hire a performing band or live act that has public liability insurance to the value of £1 million to cover any death of, injury to any of the company's employees or any third party, or the loss of, or damage to the Company's or any third party's property resulting from the malfunction of their equipment and from their actions generally, and
 - 4.1.3 Indemnify the Company for any claims brought against the Company by its staff and/or third party for breach of contract or negligence as a result of performing Disco/band or live act's actions and performances including without limitation claims in the Industrial Tribunal.

5. Cancellation

- 5.1 In the event that the Company receives written notice cancelling the Confirmed Booking from the Client, the Client shall pay to the Company a cancellation fee calculated as follows:
 - 5.1.1 The Total Charge if notice of cancellation is received by the Company less than 14 days prior to the commencement of the Function.
 - 5.1.2 50% of the Total Charge if notice of cancellation is received by the Company between 28 days and 14 days prior to commencement of the Function.
- 5.2 All Deposits received are non refundable.
- 5.3 Once the final balance is received it is non refundable.

6. Final Numbers

- 6.1 The Client must notify the Company in writing of its estimate of final numbers to the nearest 10 guest's 14 days before the commencement of the Function for safety reasons

7. Conduct

- 7.1 The Client shall be responsible for the orderly conduct of the Function and shall ensure that nothing shall be done which may constitute a breach of the law or in any way cause a nuisance or be an infringement of or occasion or render possible forfeiture or endorsement of any license for the sale of alcohol or for music and dancing. Failure to do so shall entitle the Company to require the offending individual(s) to leave the Function and shall constitute a breach of these Terms and Conditions of Trading.

8. Damage

- 8.1 The Client will be responsible for any damage to the property of the Company caused by its Guests during the Function.
- 8.2 Unreasonable amounts of clearing up after a Function shall incur a charge based upon equipment and labour costs. The minimum for such cleaning up will be £100.00. Vomiting, Confetti and 'Party String' clearance will always incur such a charge.
- 8.3 A deposit of up to £500.00 may be required prior to the event depending upon the risk of damage occurring and is solely the decision of the company

9. Indemnity

- 9.1 The Client shall indemnify the Company and its Directors, Officers and Employees against all charges, claims, damage, liabilities, proceedings, demands, fines, fees, costs or expenses (to include legal expenses on a solicitor and own client basis) including but not limited to, loss or goodwill, loss of profit and loss of opportunity suffered by the Company directly and indirectly as a

result of any breach of these Terms and Conditions of Trading and/or the negligence or wilful default of the Client or any of its Guests.

10. Personal Property

10.1 The Company does not accept responsibility for any loss of, or damage to, or destruction of vehicles, or other property however caused.

11. General

- 12.1 The Company may rescind its contract with the Client if it is prevented, hindered or delayed from performing any of its obligations under the Contract by a Force Majeure Event.
- 12.2 These Terms and Conditions of Trading shall apply at all times and may only be revised or amended in writing providing written consent is given by an authorised representative of each party.
- 12.3 Except as expressly provided under these Terms and Conditions of Trading, the rights and remedies contained in these Terms and Conditions of Trading are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.
- 12.4 The failure to exercise or delay in exercising a right or remedy under these Terms and Conditions of Trading shall not constitute a waiver of the right to remedy or a waiver of any other right or remedies. No single or partial exercise of any right or remedy under these Terms and Conditions of Trading shall prevent any further exercises of the right or remedy or the exercise of any other right or remedy.
- 12.5 Each of the provisions contained in these Terms and Conditions of Trading shall be construed as independent of every other provision, so that if any provision in these Terms and Conditions of Trading shall be determined by any Court or competent authority to be illegal, invalid and/or unenforceable, then such determination shall not affect any other provision of these Terms and Conditions of Trading, all of which other provisions shall remain in full force and effect.
- 12.6 These Terms and Conditions of Trading shall be governed by all construed in accordance with English law and the English courts shall have exclusive jurisdiction to determine any dispute that may arise out of, under, or in connection with these Terms and Conditions of Trading.
- 12.7 The Company does not allow any function to bring their own alcohol onto the premises, unless a separate agreement has been reached. Should any function be found to do so, a corkage charge of £10.00 per bottle of wine, and £40.00 per bottle of spirit will be charged on the evening.

I agree to the terms and conditions of Waltham St Lawrence Cricket Club

DATE OF EVENT: MAXMUM ATTENDING NO's:

SIGNED: PRINT NAME:

COMPANY: DATE: