

CAISTOR HALL
TERMS AND CONDITIONS FOR FUNCTIONS AND CONFERENCES

1. DEFINITIONS:

Caistor Hall Gordon Selvage and Timothy Selvage trading as Caistor Hall of Caistor St. Edmund Norwich NR14 8QN

Conditions the terms and conditions set out in this document and any special terms and conditions agreed in writing between Caistor Hall and the Client

Contract the contract for the provision of the Function Facilities

Client the person firm or company booking the Function Facilities in accordance with the Conditions

Deposit means the sum set out overleaf or such other sum as may be agreed in writing by Caistor Hall

Function Facilities the facilities to be provided by Caistor Hall (including without limitation any room hire accommodation entertainment food drink or other items) particulars of which are set out overleaf or otherwise specified in writing to the Client

Charges the charges for the Function Facilities calculated in accordance with the rates or charges set out overleaf or in any quotation or Caistor Hall (or where no price has been quoted a reasonable price) excluding VAT

2. CONDITIONS APPLICABLE:

- 2.1 No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing between the authorised representatives of Caistor Hall and the Client
- 2.2 The Conditions shall apply to the Contract and the Client should ensure and request that any other terms and conditions or representations made by Caistor Hall's employees or agents concerning the Function Facilities and relied upon by the Client are confirmed in writing by Caistor Hall
- 2.3 Any quotation given by Caistor Hall may be withdrawn at any time prior to acceptance by the Client and in any event shall lapse after 30 days
- 2.4 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other documentation issued by Caistor Hall shall be subject to correction without any liability on the part of Caistor Hall
- 3. BOOKINGS:**
- 3.1 Bookings will be treated as provisional until accepted by Caistor Hall in writing by its authorised representative
- 3.2 Unless otherwise agreed in writing bookings must be accompanied by the Deposit and VAT
- 3.3 The Client shall provide Caistor Hall with an estimate of the number of guests at the time of booking. Subject to any minimum or maximum capacity requirements as may be notified by Caistor Hall from time to time the Client shall be entitled to amend the Contract at any period up to 3 months' prior to the event to increase or reduce the number of guests by up to a total of 10% of the original estimate. Upon receipt of such notification the Charges shall be adjusted in accordance with Caistor Hall's rates applicable at the time of notification
- 3.4 Except as provided by clause 3.3 the Client shall not be entitled to amend the Contract unless agreed in writing by Caistor Hall
- 3.5 The Client shall provide Caistor Hall with final confirmation of the number of guests attending the event by no later than 30 days prior to the event. The amount payable by the Client shall not be reduced and if the number of guests attending the event exceeds numbers agreed in accordance with these Conditions Caistor Hall shall be entitled to levy additional charges in accordance with its then current scale of charges or a reasonable additional charge. The Client acknowledges that nothing in the clause shall oblige Caistor Hall to accept any increase to the number of guests attending the event other than provided by clause 3.3 or otherwise agreed by Caistor Hall
- 3.6 Caistor Hall reserves the right to make changes to the Function Facilities which are required to conform to any applicable safety or other statutory requirements or which do not materially affect the provision of the Function Facilities. In the unlikely event that Caistor Hall needs to change any aspect of the Function Facilities it will notify the Client as soon as reasonably practicable and will use its reasonable endeavours to ensure that such changes are of an equal or higher standard. For the avoidance of doubt where Caistor Hall deems it necessary to change any aspect of the Function Facilities it may without limitation substitute any originally booked room for an alternative and this will not be deemed to materially affect the provision of the Function Facilities
- 3.7 Any alteration to the Contract specification required by the Client must be notified to Caistor Hall promptly in which case Caistor Hall may accept such alteration (subject to any adjustment to the Charges to reflect the alteration) at its sole discretion
- 3.8 In relation to the booking of Function Facilities for marriage ceremonies the Client should also consider clauses 5.1(i) and (j) below

4. CHARGES AND PAYMENT:

- 4.1 Subject to any special terms agreed in writing between Caistor Hall and the Client the Client shall pay:
- (a) the Deposit and VAT at the time of making the booking
- (b) 25% of the full estimated Charges by no later than 168 days (24 weeks) prior to the event
- (c) 75% of the full estimated Charges by no later than 84 days (12 weeks) prior to the event
- (d) 100% of the full estimated Charges by no later than 28 days (4 weeks) prior to the event
- (e) any final Charges or adjustments made by Caistor Hall within 24 hours of the event
- 4.2 If at any time before the event Caistor Hall deems it necessary to increase the Charges to give effect to any increase in the cost to Caistor Hall it shall have the right to give written notice of any such increase to the Client increasing the Charges and in such event the Client shall have the right to cancel the Contract and any Deposit paid will be refunded
- 4.3 Notwithstanding the provisions of clause 4.2 above any increase in the cost to Caistor Hall necessitating an increase in the Charges which is a result of any changes which are requested by the Client or as a result of any delay caused by any instructions of the Client or failure of the Client to give to Caistor Hall adequate information or instructions shall not entitle the Client to cancel the Contract on receipt of a written notice of such increase in the Charges
- 4.4 Caistor Hall shall invoice the Client for payments falling due in accordance with clause 4.1 and the Client shall pay Caistor Hall's invoices as may be rendered from time to time immediately on receipt of the invoice or by such alternative date specified on the face of the invoice (the "Due Date"). Time of payment of Caistor Hall's invoices shall be of the essence. No payment will be deemed to have been made until Caistor Hall is in receipt of cleared funds.
- 4.5 If the Client fails to make payment by the Due Date then without prejudice to any other right or remedy available to it Caistor Hall shall be entitled to cancel the Contract and/or charge the Customer interest at the rate of 5% per annum above Barclays Bank Plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)

5. FUNCTIONS:

- 5.1 The Client acknowledges and agrees (and the Client shall pay for all damage and breakages caused by the Client or guests):
- (a) it shall be responsible for the orderly conduct of guests
- (b) it and all guests shall be required to comply with Caistor Hall's Health and Safety policy (a copy of which is available on request) and all other licensing or statutory requirements or regulations as may be imposed by any competent authority
- (c) it and all guests shall comply with Caistor Hall's reasonable instructions whether in relation to the provision of the Function Facilities or otherwise (including without limitation compliance with the terms of any local government or equivalent licensing conditions as interpreted and disseminated by Caistor Hall)
- (d) events shall finish at times advised by Caistor Hall
- (e) it shall be the responsibility of the Client and guests to ensure the safekeeping of personal possessions and cloakrooms are provided for the convenience only
- (f) entertainment may be arranged by the Client only with Caistor Hall's prior written approval and subject to the Client furnishing Caistor Hall prior to provision of the entertainment with evidence that all appropriate licences and consents have been obtained and that adequate insurance cover has been obtained

- (g) any entertainment arranged or provided by Caistor Hall shall be subject to the availability of any performer and Caistor Hall is unable to guarantee that any performer booked will be able to attend the event. In the event of any cancellation of any entertainment booked Caistor Hall shall use its reasonable endeavours to provide the Client with a suitable replacement acceptable to the Client
- (h) it shall be responsible for and shall ensure at all times that any entertainment arranged or provided under clause 5.1(f) and/or (g) complies with Caistor Hall's entertainment conditions set out overleaf
- (i) where a marriage ceremony is described as 'exclusive' overleaf this means that Caistor Hall will not book any other marriage event on the day of the Client's event. Whilst Caistor Hall will use its reasonable endeavours to ensure that the Function Facilities booked by the Client are not disturbed by members of the public Caistor Hall cannot guarantee this. Caistor Hall's Facilities are open to members of the public at all times
- (j) where a marriage ceremony is not described as 'exclusive' overleaf this means that Caistor Hall may book other Functions on the day of the Client's event. Further Caistor Hall may accept bookings for any non-marriage events on the day of the Client's event. Whilst Caistor Hall will use its reasonable endeavours to ensure that the Function Facilities booked by the Client are not disturbed by members of the public Caistor Hall cannot guarantee this. Caistor Hall's Function Facilities are open to members of the public at all times
- 5.2 The Client shall indemnify Caistor Hall against all losses costs (including reasonable legal costs and expenses) claims demands expenses proceedings fines and liabilities suffered or incurred by Caistor Hall as a result of any failure by the Client or the guests to comply with these Conditions
- 5.3 No food or drink may be brought to the event without Caistor Hall's prior written approval. Corkage charges will be applied where applicable at rates advised by Caistor Hall from time to time
- 5.4 The Client's guests shall include without limitation any entertainers forming part of any entertainment arranged by the Client or provided by Caistor Hall at the Client's behest
- 5.5 By sending photographs of the Client's event to Caistor Hall the Client consents to Caistor Hall's use free of charge of such photographs for Caistor Hall's promotional purposes

6. WARRANTIES AND LIABILITIES:

- 6.1 Subject as expressly provided in these Conditions Caistor Hall warrants that the Function Facilities will be provided in accordance with the Contract
- 6.2 Any warranty given by Caistor Hall shall be subject to the following conditions:
- (a) Caistor Hall shall be under no liability in respect of any matter arising from any arrangements made by the Client with third parties or any items supplied by the Client
- (b) Caistor Hall shall be under no liability under any warranty condition or guarantee if the Charges and VAT has not been paid by the Due Date
- 6.3 Except as provided in clauses 6.5 and 6.6 Caistor Hall's liability for loss or damage in contract or tort (including negligence) or howsoever arising shall not exceed the Charges paid by the Client
- 6.4 Subject as expressly provided in these Conditions all warranties conditions or other terms implied by statute or common law are extended to the fullest extent permitted by Law
- 6.5 Nothing contained in these conditions is intended to nor shall restrict the liability of Caistor Hall in respect of death or personal injury caused by Caistor Hall's negligence
- 6.6 The statutory rights of a consumer are not affected by these Conditions and where the Contract is a Consumer Transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) Caistor Hall and the Client shall be liable for any foreseeable loss arising from any breach of the Contract by either party

7. CANCELLATION:

- 7.1 Without prejudice to any other right or remedy available to it Caistor Hall shall be entitled to cancel the Contract or suspend any performance under the Contract without any liability on the part of Caistor Hall to the Client in the event that:
- (a) the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or goes into liquidation (otherwise for the purposes of amalgamation or reconstruction) or
- (b) an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Client or
- (c) the Client ceases or threatens to cease to carry on business (where applicable) or
- (d) Caistor Hall reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly
- 7.2 Either party shall be entitled to cancel the Contract without liability at any time prior to 6 months from the date of the event in which case the Client shall not be entitled to a full refund of any Deposit or pre-payments made
- 7.3 Except as otherwise agreed in writing the Client may cancel the Contract by giving notice to Caistor Hall and subject to payment of cancellation charges representing a reasonable estimate of Caistor Hall's losses calculated as follows:

Period prior to event	Percentage of Charges (plus VAT)
More than 169 days	Deposit only
78 – 168 days	Deposit + 25%
50 – 77 days	Deposit + 50%
29 – 49 days	Deposit + 75%
28 days or less	Deposit + 90%

- 7.4 Caistor Hall shall reimburse the cancellation charge or part thereof less any costs or losses incurred in circumstances where Caistor Hall is able to mitigate its losses by replacing the booking with an alternative function
- 8. FORCE MAJEURE:**
- Caistor Hall shall not be liable for any delay in performing or failure to perform due to any act of god war strike lock-out industrial action fire flood drought tempest or any other event beyond its reasonable control of either party
- 9. GENERAL:**
- 9.1 Where Caistor Hall accepts the Client's booking the Client allow Caistor Hall to use the Client's personal details for the purposes of providing the Function Facilities. Further Caistor Hall may from time to time send the Client information from Caistor Hall and/or its carefully chosen third parties and partner organisations about facilities similar to the Function Facilities which Caistor Hall thinks may be of interest to the Client. If the Client does not wish to receive such information then tick the box(es) overleaf. If after booking the Client subsequently no longer wishes to receive such information the Client should write to Caistor Hall at the address overleaf and Caistor Hall will cease sending such material. Whilst Caistor Hall will convey your cessation request to its third party and/or partner organisations Caistor Hall cannot guarantee that that third party and/or partner organisation will honour that request. Save as otherwise provided unless required by law Caistor Hall will not use or disclose the Client's personal information for other purposes or share them with any third parties without first obtaining the Client's consent
- 9.2 The headings in the Conditions are for convenience only and shall not affect their interpretation
- 9.3 Caistor Hall may perform any of its obligations or exercise any of its rights hereunder by itself or through its employees agents or sub-contractors
- 9.4 No waiver by Caistor Hall of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or other provision
- 9.5 No failure of Caistor Hall to exercise any power given to it or to insist upon strict compliance by the Client with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of Caistor Hall's rights under the Contract
- 9.6 If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby
- 9.7 Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed
- 9.8 The Client shall not assign dispose or otherwise transfer any rights (including benefits) or obligations that it may have under the Contract to any third party without Caistor Hall's prior written consent. On giving notice to the Client Caistor Hall may assign dispose of or otherwise transfer any rights that it may have under the Contract
- 9.9 Save as otherwise provided nothing in this Contract shall confer on any third party any benefit of the right to enforce any terms of this Contract
- 9.10 The Contract shall be governed by the laws of England and subject to the non-exclusive jurisdiction of the English courts