

# **UNIVERSITY VANDALS LTD**

## **BOOKING TERMS AND CONDITIONS**

### **1. Definitions**

In this Contract, the following words shall have the following meanings:

the Club means University Vandals Ltd, Brownacres, The Tow Path, Walton on Thames, Surrey KT12 1QP;

“Client” means the person named as such in the Booking Form;

"Booking Form" means the Event Booking Form which sets out the specific details of the Event and which together with these Conditions form part of the Contract;

“Conditions” means these terms and conditions;

“Contract” means the Contract between the Club and the Client incorporating the Booking Form together with these Conditions;

“The Charge” means the Charge specified in the Booking Form;

“Estimated Number of Guests” means the Estimated Number of Guests specified in the Booking Form;

"Event" means the event (including, but not limited to, room hire, services and other facilities) booked by the Client, details of which are set out in the Booking Form;

“Event Manager” means the event manager specified in the Booking Form who acts on behalf of the Club and who may be changed from time to time;

"Force Majeure Event" means any circumstance beyond the control of the Club including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power and delays by suppliers or materials shortages but, for the avoidance of doubt, nothing shall excuse the Client from any payment obligations under the Contract;

“Function Room” means that part of the Premises specified in the Booking Form;

“Payment” means the Payment specified in the Booking Form; and

“Premises” means

The Club’s freehold grounds and premises known as "Brownacres", The Tow Path, Walton on Thames, Surrey KT12 1QP

### **2. Application of Terms and Conditions**

2.1 These Conditions shall apply to all events involving the hire of rooms and the provision of services by the Club at the Premises.

2.2 The Contract will be on these Conditions which shall prevail over all other terms and

conditions (whether or not inconsistent with these Conditions) and whether such other terms and conditions are in writing or are implied by custom, practice or course of dealing.

### **3. Payment**

3.1 The Payment shall be paid on or before the date of the Contract

3.2 The Client shall confirm the final number of guests to the Event Manager no later than 14 days prior to the date of the Event. The Club will make reasonable efforts to accommodate any increase in the number of guests over and above the Estimated Number of Guests.

### **4. Cancellation by the Client**

4.1 Cancellation by the Client must be notified to THE CLUB in writing or by email and will only be effective upon receipt of such notification.

4.2 In the event of such cancellation, the Club may, in its absolute discretion, refund a proportion of the cancellation fees applied.

### **5. Payment Terms**

5.1. If, in the case of Condition 3.2 or Condition 3.3 above, payment is not received by The Club within 7 days of the due date, then The Club may treat the Event as cancelled in which case the cancellation charges as specified in Condition 4.2 shall apply.:-

5.3 All payments by the Client to The Club shall be made without any deduction or set off whatsoever.

### **6. Use of the Premises**

6.1 The Client and all persons attending the Event shall

- a) comply with all licensing, health and safety and other relations relating to the Premises
- b) not consume any food or drink at the Premises not supplied by The Club without the Club’s written consent
- c) not bring any dangerous or hazardous items onto the Premises and to remove any such items when requested to do so by any person representing the Club
- d) not act in any improper or disorderly manner
- e) leave the Premises promptly and at the appropriate time and quietly with due consideration being given to the Club’s neighbours
- f) comply with all reasonable requests from any person acting on behalf of the Club.

6.2 No posters, photographs or any other items may be fixed to any part of the Premises without the prior agreement of the Club.

6.3 The Club reserves the right to refuse any external entertainment, services or activities that the Client may have arranged and does not accept any liability for the acts or omissions of any party employed by the Client in connection with the Event.

6.4 Any person in breach of these Conditions may be refused admission or removed from the Premises and/or the Club will terminate the Contract. In this event, no monies will be refunded to the Client.

#### **7. Cancellation by THE CLUB.**

7.1 The Club may cancel the Event (or any part thereof) if:

- a) the Client fails to adhere to any of these Conditions
- b) in the opinion of the Club, the Event might prejudice the reputation of the Club
- c) the Premises are closed or damaged due to circumstances beyond the reasonable control of the Club.

7.2. If the Club cancels the event, THE CLUB may, at its discretion, refund some or all of monies received.

#### **8. Liability of THE CLUB**

8.1 Subject to clause 8.3 below, the Club is not liable to the Client in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise for any of the following losses or damages, whether direct or indirect, and even if such losses and/or damages were foreseen, foreseeable or known, or the Club was advised of the possibility of them in advance:

- a) loss of business opportunity
- b) loss of anticipated savings
- c) loss of goodwill
- d) any indirect, special or consequential loss or damage howsoever caused.

8.2 The entire liability of the Club under or in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited in respect of each event or series of connected events to the payment as specified in the Booking Form.

8.3 Nothing in this Contract shall operate to exclude or restrict either party's liability for:

- a) death or personal injury resulting from negligence
- b) fraud or deceit.

#### **9. Liability of the Client**

9.1 The Client shall indemnify and keep indemnified the Club from and against all claims, actions, damages, liabilities and costs (including professional fees) arising out of the acts or omissions of the Client or any guest of or third party employed by the Client, save to the extent that any such claim arises as a result of the negligence of the Club, its employees or agents.

#### **10. General**

10.1 The Club will take all reasonable steps to fulfill the reservation for the Event to the best of its ability and in accordance with details it provides, but it does reserve the right to provide alternative services of at least an equivalent standard at no additional cost to the Client

10.2 The Client shall not utilise the Premises for anything other than the purposes agreed

10.3. The Club will charge the Client for any additional costs incurred by it in respect of goods and services requested during the Event or caused by the Client not adhering to the agreed times of services.

10.4 Whilst the Club has taken all reasonable steps to ensure that the information contained in its brochures, price lists, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice.

10.5 The Client shall pay for the cost of repairing any damage caused to the property, contents or grounds of the Premises by the Client or its guests.

10.6 If the Club is prevented or hindered from hosting the Event by a Force Majeure Event, the Club may, at its sole option, and without being liable for any loss or damage suffered by the Client or guests of or any third party employed by the Client, terminate the Contract forthwith by giving notice to that effect to the Client.

10.7 If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract, which shall remain in full force and

10.8 If any provision of this Contract is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

10.9 No variation or alteration of any of the Contract shall be effective unless it is in writing and signed by or on behalf of each party.

10.10 This Contract shall be governed by English Law and the parties to this Contract submit to the jurisdiction of the English courts.