

## Terms and Conditions Wherstead Park

East of England Co-operative Society Ltd (the Society) makes available for hire **The Mansion/Atrium** situated at Wherstead Park, Wherstead, Ipswich, Suffolk, IP9 2BJ owned by the East of England Co-operative Society Ltd.

The following terms and conditions form part of all contracts for the hire of the venue and/or the provision of Catering Services.

### Conditions of Hire

#### 1. Definitions

- 1.1 **Booking** means the booking made or placed by the Customer for the hire of the premises, together with any booking for provision of catering services  
**Caterer** means the caterer or caterers selected by the Society and specified in the Booking  
**Catering Services** means catering services at the premises provided by a Caterer  
**Contract** means the contract pursuant to and in accordance with the Booking (such contract being on and subject to these Terms and Conditions)  
**Period of Occupation** means the period for which the Customer requires the Premises, specified in the Booking  
**Premises** means the rooms and areas within the Mansion/Atrium at Wherstead Park specified in the Booking
- 1.2 All references to clauses are to clauses of these Terms and Conditions.

#### 2. Acceptance and amendment

- 2.1 The Contract arises upon acceptance or confirmation by the Society of the Booking
- 2.2 These Terms and Conditions apply to the hire of the Premises, and provision of Catering Services and other services, in accordance with the Booking and shall not be modified or excluded in whole or in part unless a duly authorised representative of the Society otherwise agrees in writing.
- 2.3 These Terms and Conditions shall apply to the exclusion of all and any other conditions or contractual provisions (whether in conflict with these Terms and Conditions or not) included or appearing in any form of application or other document emanating from the Customer.
- 2.4 If the Society shall accept any change in requirements notified by the Customer in the Booking, or in correspondence relating thereto, it shall be entitled to vary the facilities or services to be provided, and prices, to such an extent as it shall consider appropriate (in the light of the new circumstances).



**3. Hiring the premises**

- 3.1 The Premises may be hired for the purpose of dinners, receptions and conferences and for such purposes as a duly authorised representative of the Society may approve in writing.
- 3.2 The Customer shall provide particulars of its requirements, to include the date, type of function, number of guests, arrangement of furniture, etc., to the Society when placing or making the Booking. The Customer shall inform the Society immediately should any of these particulars change in any way and the Society reserves the right to refuse any change of particulars which is unacceptable to the Society.
- 3.3 The Premises shall not be used for any purposes other than those notified to the Society in clause 3.2
- 3.4 The Customer shall not bring any of its property or equipment onto the Premises until the commencement of the Period of Occupation and without prior consent.
- 3.5 In the event that the Customer fails to vacate the premises on cessation of the Period of Occupation, the Society reserves the right to charge the Customer for any losses or expenses incurred as a result of the delay in vacation.
- 3.6 The Customer shall not have or acquire:-
- 3.6.1 any proprietary rights over the Premises;
- 3.6.2 any rights to gain access to or occupy any part of the Premises except during the Period of Occupation for the purposes for which the Booking was made; or
- 3.6.3 exclusive possession of all or any part of the Premises
- 3.7 The Customer shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way or do anything or bring onto the Premises anything which is hazardous or may endanger the Premises or any persons on or about the Premises.
- 3.8 The Society may require the Customer to consider and accept an inventory of fittings, furniture and equipment in the relevant parts of the Premises and to be used during the Period of Occupation.

**4. Catering Services**

- 4.1 The Customer shall use the catering services selected by the Society
- 4.2 The Customer shall keep the Society informed of any changes in the requirements for Catering Services specified in the Booking.

**5. Licensed Bar**

The Society shall be entitled in its absolute discretion to terminate the sale of alcoholic beverages at the Premises if either the Customer or the Caterer breaches any of the Terms and Conditions of any liquor licence permitting the sale or other provision of alcoholic beverages during the function in question.



6. **Supply of Electricity, etc.**

The Society shall provide electricity, water, drainage and sewerage at the Premises. The Society shall not be responsible for any disruption to such services or the consequences thereof unless the disruption is due to the Society's negligence.

7. **The end of the period of occupation**

7.1 The Customer shall ensure that all of its property and the property of its guests and other invitees in the Premises during the Period of Occupation is removed at the end of the Period of Occupation

7.2 If, in the opinion of the Society, the Premises have not been cleared by the Customer, or the Premises have been left by the Customer in a state of particular uncleanliness, the Society may carry out any necessary work on its account and render an invoice to the Customer for the costs reasonably incurred, and the Customer shall pay the amount shown in such invoice within 15 days of the date of the invoice.

7.3 The Customer shall be responsible for any damage to or loss of any of the fixtures, fittings, furniture or other equipment situated in the Premises during the Customer's Period of occupation and caused by the Customer, its guests or other invitees, and the Society may charge to the Customer the reasonable cost and expense of remedying any such loss and/or damage. The Customer shall pay the amount of such charges shown in an invoice within 15 days of the date of the invoice.

8. **Health & Safety and Fire Regulations**

The Society shall comply with, and shall ensure the compliance by all its guest and other invitees with, any health & safety and fire regulations relating to the Premises (copies of which shall be displayed in the Premises or shall have been provided by the Society in advance).

**9. Payment**

- 9.1 The prices for the hire of the Premises and the provision of the Catering Services, or the means by which such prices shall be calculated shall be stated in the Contract. Unless otherwise specified all prices shall be exclusive of any applicable Value Added Tax (which shall be payable in addition at the appropriate rate).
- 9.2 The Customer shall pay the total value of room hire as 'a non- refundable deposit', or the Society's reasonable estimate of the room hire prices payable, within 14 days of the Society confirming the booking (and thus 14 days of the Contract being made). The Society shall be entitled immediately to terminate the Contract in the event of such deposit not being paid by its due date.
- 9.3 Subsequent payments shall be due as stated in the Contract.
- 9.4 The Caterer may render invoices for the provision of the Catering Services, and the Customer shall duly settle those invoices.
- 9.5 The Society reserves the right to charge and the caterer may charge, for additional services requested after the contract is made or during the event in question.

**10 General use of Premises**

- 10.1 The customer shall be responsible and liable for:-
- a) the effective supervision of the premises including (without prejudice to the generality of the above)
  - b) the effective control of children
  - c) the orderly and safe admission and departure of persons to and from the premises
  - d) the orderly and safe vacation of the premises in case of emergency
  - e) the safety of the premises.
  - f) the preservation of good order and decency in the premises
  - g) ensuring that all doors giving egress from the premises are left unfastened and unobstructed and immediately available for exit
- 10.2 The customer may wish to arrange its own insurance in respect of the costs of cancellation and its liabilities under the contract or otherwise arising from its hire of the premises.
- 10.3 The customer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement effecting the premises or which would or might vitiate in whole or in part any insurance effected in respect of the premises
- 10.4 The Society will not under any circumstances accept liability or responsibility in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the premises either by the customer its employees, guests or invitees



11. **Liabilities**

- 11.1 The customer shall be liable for, all expenses, losses or claims as a result of personal injury to or the death of any person arising out of or in the course of or caused by the occupation of the premises by the customer, save to the extent that the same is due to the negligence of the Society its employees or agents.
- 11.2 The customer shall be liable for, and shall indemnify the company from and against all expenses, liabilities, losses, claims or proceedings in respect of any injury or damage whatsoever to any property in so far as such injury or damage arises out of or in the course of or by reason of the occupation by the customer of the premises, to the extent that the same is due to any act, omission or neglect of the customer or its guests.

12. **Cancellation**

If the Customer wishes to cancel the function, or one of the functions to which the Contract relates, the Society will charge:

- a) if the cancellation shall occur within 12 months of the event, the Deposit of the prices payable in respect of the function;
- b) if the cancellation shall occur within 2 months thereof, the Deposit plus 50% of the total price payable; or which the Society reasonably estimates to be payable in respect of the function (the Price)
- c) if the cancellation shall occur within 1 month thereof, 100% of the Price;
- d) Any such change will be paid (together with any applicable VAT) within 15 days of the date of the invoice.

12.1 The Society shall be entitled to cancel the function, or one of the functions, to which the Contract relates if:-

- e) the Customer goes into liquidation, receivership or administration, or something analogous happens to it; or
- f) the Customer is more than 30 days in arrears with any payment due and, in the event of such cancellation; the company shall be entitled to make the charges specified in this clause 12 as though the Customer had cancelled.
- g) The Society shall be entitled to cancel the function to which the Contract relates, if the Premises, or any part thereof, are closed due to circumstances beyond the Society's reasonable control. In these circumstances, the Society shall refund all monies paid by the Customer in respect of the function, including any deposit, but shall have no other liability whatsoever.

13. **Governing Law**

The Contract shall be governed by and construed in accordance with the laws of England.

