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Reg Charity No. 1101130
www.wodsonpark.com

Terms and Conditions of Function Room Hire – Community/Charity Events

1. Definitions

- a) The premises for the purposes of these Terms and Conditions refer to the Wadesmill Suite, The Old Charm Bar and areas designated for children's parties.
- b) A week is defined for these purposes as being a calendar week and not 5 working days.
- c) The Client is the person who confirms the booking in writing and who is, therefore, ultimately responsible for the payment of all charges incurred.

2. General Booking Conditions

- i) These terms and conditions form the basis of the booking between the Client and Wodson Park. Wodson Park will not enter into, accept or sign any third party's terms and conditions.
- ii) The Terms and Conditions will not be varied except in writing and agreed by both parties.
- iii) Wodson Park reserves the right to decline this and any Booking or part thereof at any time without liability.
- iv) Wodson Park will not accept bookings for events for young people between the ages of 16-21. It is the clients responsibility to declare the nature of the booking in advance.
- v) All bookings must be made by an eligible client (solvent individual, freelancer or company able to trade in the UK) who shall be the contracting party for the purposes of the booking made with the Wodson Park.
- vi) All Bookings are provisional until confirmed by receipt of a non-refundable deposit AND a signed Booking Form agreeing to these terms and conditions of hire from Wodson Park on or before the due date, as agreed. Provisional bookings will only be held for 14 days.
- vii) If, at any time, the Wodson Park does not exercise any right or rights conferred under these terms and conditions for any reason this will not prevent the Wodson Park from successfully exercising this right or rights in the future.
- viii) The Client agrees on signature and return of the booking form to the Function Manager to be bound by these conditions and any special conditions attached. This is a legally binding agreement and if the Client is in any doubt as to the "Terms and Conditions" herein contained they should seek independent legal advice. Wodson Park reserves the right to refuse any booking at its discretion.

3. Terms of Payment

- a) All reservations must be confirmed in writing.
- b) Confirmation of the reservation will only be provided when payment of £100.00 is received by Wodson Park
- c) The client shall be liable for any additional expense incurred by Wodson Park if the event or function overruns the pre-arranged period of hire
- d) **The Client must ensure the function room is left clean and clear of tables and chairs. Any additional costs incurred by Wodson Park as a result of the Client failing to comply with this agreement will be charged accordingly**

5. Cancellation

Any notice of cancellations must be made in writing to the Function Manager and arrive prior to the date of the function. Once a booking has been confirmed in writing Wodson Park reserves the right to impose cancellation charges as follows:

a) Cancellation by the Client

In the event that you cancel your event with Wodson Park after acceptance of this booking by Wodson Park, a cancellation fee may be charged and is payable on demand. The fee is calculated from the anticipated total function cost as detailed in the Final Estimate provided by Wodson Park, and then by taking the following percentages of such resultant figure, having subtracted the deposit.

Cancellation between six months and one month prior to the function: 0% of estimate.
Cancellation within 7 days to one month: 25% of estimate.
Cancellation within less than 7 days: 50% of estimate.

Should we receive another booking for the date after cancellation by the client, all or a portion of the advance deposit and cancellation fee may be refunded to the client at the absolute discretion of Wodson Park.

b) Cancellation by Wodson Park

Wodson Park reserves the right to cancel the booking or reservation in the event of the client failing to perform any of the obligations contained within this contract of terms and conditions.

If for any reason beyond its control, but not limited to strike, labor dispute, accident, act of war, act of God, fire, flood or other emergency condition, Wodson Park is unable to perform its obligation under this Agreement, such non-performance is excused and Wodson Park may terminate this Agreement without further liability of any nature, upon return of the customer's deposit. In no event shall Wodson Park Trust be liable for consequential damages of any nature for any reason whatsoever.

6. Final Numbers

If catering has been organised by Wodson Park, on behalf of the client, then the client agrees to confirm to the Function Manager in writing (by post or email) the final numbers attending by no later than midday three working days prior to the function date.

If numbers are not confirmed by this time Wodson Park reserves the right to charge the original estimate of numbers attending as printed on the latest catering estimate sent to the client, or the actual numbers attending, whichever is higher. It is not always possible to cater for an unexpected increase in the numbers of guests attending at short notice.

7. Damage to Wodson Park's Property & Items not Permitted on the Premises

- i) The client shall take all reasonable precautions to ensure that no damage occurs to the property of Wodson Park or its employees. In the event of any damage occurring, Wodson Park reserves the right to render the client liable for the replacement or repair of any or all property damaged.
- ii) In the event of any members of staff being injured by the client or anyone attending the function the client shall be liable for any claims arising therein.
- iii) The client shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the premises by means of nails, screws, drawing pins, Sellotape, tape, glue or staples or any other means unless agreed in writing by Wodson Park prior to the function.

8. Contractor's Equipment

Wodson Park cannot accept responsibility for any equipment, provided by, for, or on behalf of the client, left unattended prior to, during or after the function.

9. Fire Safety

No smoking is allowed in any part of the building. The client shall ensure that there is no interference whatsoever during the period of hire with fire extinguishers or any other fire fighting equipment except in the case of an emergency. The hirer shall keep every corridor, passage and exit of the premises clear of obstruction and ready for use in an emergency. The use of smoke machines or similar devices is not permitted

10. Insurance of Client's Property

The client acknowledges that any such objects, equipment, furniture, stock, or other property of any sort will remain under the control and care of the client and that the client is in the best position to insure such property and accordingly it is reasonable for Wodson Park to exclude liability for such property to the extent excluded hereby.

11. Conduct

The client and their guests/delegates must refrain from any behaviour, which would bring Wodson Park into disrepute or cause discomfort/risk to others. The client shall ensure that the function is conducted in an orderly fashion without causing a nuisance and in full compliance with the directives and requirements of Wodson Park and with all applicable laws ordinances and regulations.

12. Rights to Exclude or Eject Persons

Wodson Park reserves the right to exclude or eject, as it thinks fit and reasonable, any persons from the premises whom it shall consider objectionable (including any engaged by the client to provide entertainment or perform any other duties at the function) and the client will be liable for any liability.

13. Food and Beverages

i) The client will ensure that any food or beverages that are to be brought onto the premises by the client or the client's guests, invitees or any other person attending the function, is previously advised to the Wodson Park. We reserve the right to refuse permission to bring food or beverages onto the premises.

ii) The client shall ensure that any food brought onto the premises is stored appropriately. There is no access to kitchens or refrigeration facilities for clients providing their own food or beverages. The use of professional external catering companies is not permitted.

iii) **The client shall ensure that any food brought onto the premises is compliant with the Food Information for Consumers Regulation (EU FIC) and labelled appropriately with food allergen information**

iv) **The only alcohol to be consumed in any of the function rooms is that supplied by Wodson Park**

v) The client shall be responsible for the safe and hygienic disposal of any waste food, take-away food containers, disposal plates and cutlery and food wrapping not supplied by Wodson Park. There is NO access to Wodson Park waste disposal facilities. All waste must be removed from site.

14. Loss and Damage

By acceptance of these terms and conditions, the client indemnifies the premises against any loss, claim, damage, costs or expenses suffered by or made against them however and by whomsoever caused (including but not limited to the negligence of the organiser, his servants or agents) arising from the event subject only to the extent to which such loss, claim, damage, costs or expenses arise wholly or in part from negligence on the part of the venue.

15. Performing Rights

Wodson Park has a License from the Performing Rights Society Limited which authorises live public performances of the music of its members. The Client shall not cause Wodson Park to be in breach of the license.

15. Data Protection Act

Your details will be held by Wodson Park on its computer database for maintaining proper records and for marketing purposes. It will not be passed on to any third parties.

16. Variation to Agreement

Wodson Park reserves the right to modify, add or change the terms of this Agreement, any rules or documents referred to in this Agreement and any Policies at any time and any such modifications, additions or changes will be effective on being notified to the client.

Clients' signature: _____ Date:

Signed on behalf of Wodson Park _____