

CORPORATE TERMS AND CONDITIONS FOR THE HIRE OF BRAXTED PARK AND FOR THE PROVISION OF CATERING SERVICES

Definitions:

Booking Form:	Booking form provided by the Supplier for completion by the Client and for return to the Supplier with the Initial Deposit to secure a Confirmed Booking
Client:	Any person, firm or company who enters into a contract for the provision of goods and or services with the Supplier
Confirmed Booking:	A confirmed booking by the Supplier with the Client for the Event
Confirmed Number of Guests:	The final number of guests attending the Event advised to the Supplier by the Client no less than 3 weeks prior to the date of the Event
Estate:	Braxted Park Estate, Witham, Essex CM8 3EN
Event:	Function or Event to be held at Braxted Park
Initial Deposit:	The deposit required by the Supplier to secure a Confirmed Booking
Minimum Cost of Event:	The minimum cost of the event as calculated in accordance with clause 6.5
Minimum Number Requirement:	The minimum number of adult guests attending the Estate permitted by the Supplier calculated in accordance with clause 13.
Quotation:	Costs quoted based on Clients requirements/instruction at enquiry stage
Planning Meeting:	A meeting between the Supplier and the Client typically held 4 weeks prior to the date of the Event to determine final details of the Event including but not limited to the number of guests attending and the type and quantity of food and drink to be supplied at the Event.
Supplier:	Braxted Park Estate
Venue Fee:	Sum charged by the Supplier for the hire of the venue

1. Provisional Holding

- 1.1 A date may only be provisionally held (the "Provisional Booking") following a viewing of the Estate.
- 1.2 A Provisional Booking will only be held for a maximum of 10 days and until the signed Booking Form and Initial Deposit has been received by the Supplier this date will remain provisional and not confirmed.
- 1.3 Should any third party enquire about a provisionally held date, the company reserves the right to cancel the Provisional Booking irrespective of when this date was placed on hold. However, before cancelling a date the Supplier will use reasonable endeavours to notify the Client of its intention at least 48 hours before doing so, allowing the Client the opportunity to confirm this booking in writing.

2. Confirmation of Booking and Payment

- 2.1 All prices quoted by the Supplier to the Client exclude VAT unless stated otherwise which the Supplier shall add to its invoices at the appropriate rate.
- 2.2 All confirmations must be in writing.
- 2.3 Bookings will only be accepted upon receipt of your signed Booking Form agreeing to these terms and conditions together with the Initial Deposit.
- 2.4 Until bookings are confirmed the Supplier cannot guarantee the availability of any date at the Estate.
- 2.5 Acceptance by the Supplier of the Client's request for a Confirmed Booking is based on the Client's estimated number of guests and final numbers should fall within the Minimum Number Requirement as provided for by Clause 13.
- 2.6 Should the final number of guests be less than the Minimum Number Requirement the Supplier will charge the Client for the number of guests stated in the Minimum Number Requirement.
- 2.7 Confirmation of details for food and drinks, together with the final number of guests must be made by the Client to the Supplier at least 3 weeks before the date of the Event and no change in numbers will be accepted after this date.
- 2.8 Payment is due to the Supplier for an amount based on the Confirmed Number of Guests and no reductions will be made if the actual number of guests attending fall below the Confirmed Number of Guests.
- 2.9 Quantities of food and drink required by the Client at the Event will be calculated at the Planning Meeting and included within the final invoice which is payable 3 weeks prior to the date of the Event.

3. Initial Deposit and Payment terms

- 3.1 The Initial Deposit is payable at the time of acceptance and is calculated as follows:
- 3.1.1 For bookings confirmed within six months of the Event the Initial Deposit shall be the sum equal to the Venue Fee.
- 3.1.2 For bookings confirmed more than six months before the Event then the Initial Deposit shall be £500 with the remaining balance of venue fee paid to the Supplier three months thereafter, provided that the whole of the Initial Deposit shall have been paid six months before the Event
- 3.2 The final invoice for all food and drink at the Event is payable 3 weeks prior to the Event.
- 3.3 In the event of cancellation all deposits are non-refundable except as set out below.
- 3.4 All bookings are subject to a refundable event deposit (the "Event Deposit") of £500 plus VAT and this sum will be added to the final invoice and will be used to cover extras supplied on the day and may be used for incidental damage where necessary whether caused by the Client or their guests or by any third party supplier introduced by the Client.
- 3.5 Refund of the Event Deposit will be made within 21 days after the Event provided it has not been used in accordance with the provisions of this Clause.
- 3.6 The Supplier will settle any outstanding accounts after the Event against the Event Deposit and should this sum exceed the Event Deposit an additional invoice will be raised following the Event and payment will be due within 7 days of presentation.
- 3.7 Without prejudice to any other right or remedy that it may have, if the Customer fails to make any payment to the Supplier on the due date, the Supplier may:
- 3.7.1 charge interest on such sum from the due date for payment at the annual rate of 6% above the base lending rate from time to time of Lloyds TSB Bank PLC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and;
- 3.7.2 suspend the provision of any or all services under these conditions or otherwise until payment has been made in full.
- 3.8 Time for payment shall be of the essence of these conditions.
- 3.9 Gratuities are not included and are at the Hirer's discretion.

4. Assurance

The Supplier hereby undertakes to provide all the services relating to the Event with reasonable skill and care to the standard expected at the time of booking.

5. Event Services

- 5.1 The Supplier will hire-out chair covers, chocolate fountain, DJ and bay trees if required. No alternative company will be permitted to provide these services for the Client unless authorised by the Supplier.

6. Cancellation

- 6.1 The Supplier reserves the right to cancel the booking of the Event if the Client fails to make any payment on time and such cancellation is without prejudice to any other right or remedy the Supplier may have to recover payment from the Client.
- 6.2 If the Client cancels the Event or the Event is cancelled as a result of the Client's failure to make payment, then cancellation fees will be payable as follows:
- 6.2.1 If cancellation occurs more than 6 months before the Event, the cancellation fee shall be 50% of the Venue Fee.
- 6.2.2 If cancellation occurs 6 months or less, but more than 3 months before the Event, the cancellation fee shall be the Venue Fee.
- 6.2.3 If cancellation occurs less than 3 months, but more than 6 weeks before the Event, the cancellation fee shall be 75% of the Minimum Cost of the Event.
- 6.2.4 If cancellation occurs 6 weeks or less before the date of the Event the cancellation fee shall be 100% of the Minimum Cost of the Event.
- 6.3 In the event of a cancellation by us other than by breach of by the Client, the Supplier shall refund the whole of the payments made to date, but the Supplier shall not be liable to the Client for any other payment or sum whatsoever except in accordance with clause 20.
- 6.4 If the Client wishes to change the booking to a different date, the Supplier reserves the right to charge an administrative fee plus, where applicable, price increases arising as a result of such changes.
- 6.5 The Minimum Cost of the Event shall be the sum of:
- 6.5.1 The Venue Fee; plus
- 6.5.2 The minimum number of guests for the Event as calculated in the original Quotation.
- 6.5.3 For the purposes of clause 6.5.2 food and drink per person for each adult guest shall consist of a welcome drink, three course or equivalent meal, half a bottle of house wine.

7. Braxted Park House

7.1 If Braxted Park House is hired for an Event, the Client has exclusive use of the Reception Hall, Ball Room, Dining Room and Breakfast Room There are ladies' and gentlemen's restrooms, namely the Garden Room, Kings Room and the Avenue Room, which will be made available on the day of the Event.

8. Walled Garden's Pavilion

8.1 The standard pavilion is 15m x 35m. It will comfortably seat up to 300 guests at round tables and will accommodate 450 guests at a standing reception. The tailored linings are ivory in colour with the floor being carpeted throughout. It is equipped with a fully licensed bar, stage, wooden dance floor and contemporary lighting. The pavilion is fully heated and air-conditioned.

9. Car Parking

Parking is available at the Estate for approximately 150 cars. Coaches and Mini buses are welcome. For larger numbers a car park attendant will be employed at the cost of the Client.

10. Tables

10.1 The round tables are 5'6" in diameter and seat 10 guests.

10.2 As an alternative to round tables, trestle tables are available for large parties.

10.3 Table settings are laid on white linen cloths with good quality white linen napkins.

10.4 All necessary cutlery, crockery, breadbaskets, cruets, and glassware are included when Braxted Park's caterers are used.

11. Food

11.1 All food will be supplied in accordance with arrangements made by the Client during the Planning Meeting held 4 weeks prior to the Event.

11.2 Vegetarian and special dietary requirements can be catered for provided such requirements are notified to the Supplier by the Client at least 3 weeks prior to the Event.

11.3 The Supplier reserves the right to increase the price should changes be made to the original menu.

12. Staff

12.1 The number of catering staff is calculated by the number of guests attending and the meal chosen.

12.2 The cost of all staff is included within the meal price.

13. Minimum Number Requirement

13.1 The minimum number of guests required is dependent on the day chosen and type of event. The minimum number requirement will be detailed on the original Quotation submitted at the enquiry stage.

14. Children

14.1 All children must be properly supervised at all times.

14.2 When the total number of children at the Estate exceeds 5 the Supplier recommends that the Client employs the services of a registered nanny or child minding service.

14.3 The Supplier reserves the right to take any reasonable measures to ensure child safety and the safety of all those present at the Estate including but not limited to securing the services of a registered nanny or child minding service at short notice at the cost of the Client.

14.4 The Supplier disclaims all responsibility for any accidents or injury involving children that result from a lack of proper supervision by their parents or guardians.

15. Cancellation Insurance

15.1 The Client is strongly advised to take out cancellation insurance, which for a minimal cost can protect the Client from financial loss when cancellation seems unavoidable.

16. Prices

16.1 Prices are indicated in the information sheets submitted to the Client by the Supplier.

16.2 These prices will be held firm from the date of the confirmation of booking until the Event, although the Supplier reserves the right to increase prices in the event of material circumstances affecting the Supplier and any such increases will be notified in writing at any time between the date of confirmation and 3 weeks before the Event.

17. Loss and Damage

- 17.1 The Supplier reserves the right to require the Client to replace any goods, fixtures or other equipment which become lost or damaged either accidentally or wilful as a result of action taken by the Client or their guests or by any third party supplier introduced by the Client at the Estate.
- 17.2 Any property left at Braxted Park belonging to the Client or any of the Client's guests including vehicles, prizes, clothing, money or valuables will be completely at the risk of the Client and the Client's guests.
- 17.3 The Supplier accepts no liability for the loss or damage of any property belonging to the Client or the Client's guests.

18. Inclement Weather

- 18.1 Braxted Park will supply umbrellas for guests to use in the event of wet weather.
- 18.2 All umbrellas supplied must be returned and placed in the bins provided in the car park area and at the entrance.
- 18.3 Any umbrellas not returned will be charged to the Client at a fee of £5 + vat per umbrella and this will be deducted from the Event Deposit.

19. Noise

The Supplier reserves the right to reduce the noise caused by any disco, band, live performance, or any other form of entertainment during the Event to such a level as in accordance with the guidelines set by the local authority.

20. Limitation of liability – The Client's attention is particularly drawn to the provisions of this condition.

- 20.1 This clause sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:**
- 20.1.1 any breach of these conditions; and**
- 20.1.2 any use made by the Client of the services provided by the Supplier, the Deliverables or any part of them; and**
- 20.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with these conditions.**
- 20.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these conditions.**
- 20.3 Nothing in these conditions limits or excludes the liability of the Supplier:**
- 20.3.1 for death or personal injury resulting from negligence; or**
- 20.3.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Supplier.**
- 20.4 Subject to condition 20.2 and condition 20.3 the Supplier shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:**
- 20.4.1 loss of profits; or**
- 20.4.2 loss of business; or**
- 20.4.3 depletion of goodwill and or similar losses; or**
- 20.4.4 loss of anticipated savings; or**
- 20.4.5 loss of goods; or**
- 20.4.6 loss of contract; or**
- 20.4.7 loss of use; or**
- 20.4.8 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.**
- 20.5 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of these conditions shall be limited to £100,000.**

21. Variation

- 21.1 No variation of these conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

22. Severance

- 22.1 If any provision (or part of a provision) of these conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 22.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
- 22.3 The parties agree, in the circumstances referred to in condition 22.1 and if condition 22.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

23. Force Majeure

23.1 The Supplier shall have no liability to the Client under these conditions if it is prevented from or delayed in performing its obligations under these conditions or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, drought, storm, tempest or default of suppliers or sub-contractors.

24. No partnership or agency

24.1 Nothing in these conditions is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. Rights of third parties

25.1 These conditions are made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

26. Notices

26.1 Notice given under these conditions shall be in writing, sent for the attention of the person, as the relevant party may notify to the other party and shall be delivered personally, or sent by pre-paid, first-class post or recorded delivery.

26.2 A notice is deemed to have been received, if delivered personally, at the time of delivery, and in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this condition is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery.

26.3 To prove service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.

27. Governing law and jurisdiction

27.1 These conditions and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

27.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these conditions or its subject matter.