



## **BOOKING TERMS AND CONDITIONS**



## 1. PARTIES

This Agreement sets out the contractual terms and conditions in relation to a Booking by a person ('**Customer**') and are between:

- (1) The Customer; and
- (2) The Vedanta Way Limited whose registered office is at Branston Hall Lincoln Road, Branston, Lincoln, England, LN4 1PD and whose company number is 11471713 ('**Supplier**')

## 2. INTERPRETATION

2.1 In this Agreement, the following words and expressions shall have the following meanings:

**Accommodation:** The bedrooms at the Venue made available to the Customer as part of the Booking.

**Agreement:** the contract between the Supplier and Customer in respect of a Booking, which comprises (i) these terms and conditions; and (ii) the Booking Confirmation.

**Booking:** The provision of the Venue and Services to the Customer during the Hire Period, which the Supplier agrees to provide subject to these terms and conditions.

**Booking Confirmation:** The written confirmation sent by the Supplier to the Customer accepting the Customer's booking request.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by the Customer for the hire of the Venue and the supply of the Services.

**Check-in Date:** The first date of the Booking at 17:00. Unless otherwise agreed via email with a member of The Vedanta team.

**Departure Date:** The final date of the Booking: at 10:00 in relation to Accommodation and 14:00 in relation to the Property. Unless otherwise agreed via email with a member of The Vedanta team.

**Deposit:** 20% of the Charges.

**Event:** the event or function for which the Customer is hiring the Venue.

**Property:** The Vedanta, Lincoln Road, Branston, Lincoln, LN4 1PD.

**Services:** the supply of catering services and consumables, and any additional services or equipment, during the Hire Period as requested by the Customer and agreed by the Supplier.

**Venue:** such parts of the Property and its facilities and Accommodation to be hired by the Customer as specified in the Booking Form.

2.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

2.3 A reference to writing or written includes email.

### **3. CONFIRMATION OF BOOKING**

3.1 This Agreement shall come into effect when all of the below conditions are satisfied:

3.1.1 the Customer has signed and returned this Booking Terms and Conditions document to the Supplier;

3.1.2 the Deposit has been paid to the Supplier by the Customer; and

3.1.3 the Supplier has provided the Customer with a Booking Confirmation.

3.2 For the avoidance of doubt, a response to a Customer enquiry by the Supplier shall not constitute a Booking and the availability of the Venue and Services may be subject to change until such time as the requirements of clause 3.1 are satisfied.

3.3 The Supplier shall have no obligation provide a Booking Confirmation but will endeavour to either accept or decline a Booking within 5 Business Days after receiving the Deposit and Booking Form.

3.4 If the Supplier declines a Booking it shall refund the Deposit via BACS within 10 Business Days.

#### **4. SUPPLY OF SERVICES**

4.1 The Supplier shall supply the Services to the Customer during the Hire Period, subject to any specific agreed timings.

4.2 In supplying the Services, the Supplier shall:

4.2.1 Perform the services with reasonable care and skill; and

4.2.2 Comply with all applicable laws, statutes, regulations, and codes from time to time in force.

4.3 The Supplier has the sole right to provide the Services at the Venue. Subject to these terms and conditions the Customer must not use any third-party caterers or bring (or permit guests to bring) any food or drink (including alcoholic drinks) into the Venue without the prior written consent of the Supplier.

#### **5. WARRANTIES**

5.1 The Customer warrants the below (each to be read separately):

5.1.1 They are over 18;

5.1.2 They are legally able to bind themselves or the organisation they are acting on behalf of to this Agreement; and

**5.1.3** They have the authority and any necessary consents or permissions to enter into this Agreement; and

**5.1.4** The Booking is exclusively for the intended purpose of the event as discussed and agreed with the Supplier.

## **6. LICENCE AND USE OF VENUE**

6.1 Subject to Clause 10, the Supplier grants the Customer a right for the Hire Period to enter and use the Venue for the Booking in accordance with the terms of the Agreement.

6.2 The Customer acknowledges that:

6.2.1 the Customer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Supplier and Customer by this Agreement;

6.2.2 the Customer is responsible for arranging any travel insurance (or similar) in respect of the Booking; and

6.2.3 the Supplier retains control, possession and management of the Venue and the Customer has no right to exclude the Supplier from the Venue. The Supplier reserves the right to enter the Venue at all times during the Booking, including to supply the Services.

6.3 The Customer agrees and undertakes:

(a) not to use the Venue other than for the Booking and Event;

(b) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Supplier or to any other customers of the Supplier, or any owner or occupier of neighbouring property;

(c) to comply with the terms of this Agreement and any written instructions, policies or notices of the Supplier, and use reasonable efforts to ensure that any guests or other persons present at the Venue and/or Event so comply;

- (d) to permit the Supplier to conduct a reasonable search of all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by guests during the Booking, if the Supplier sees reason to require to do so;
- (e) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
- (f) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- (g) not to consume any non-vegetarian food or permit consumption of non-vegetarian food anywhere in the Venue;
- (h) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
- (i) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Supplier;
- (j) to leave the Venue in a clean and tidy condition and to remove the Customer's decorations, displays and any other Customer equipment from the Venue at the end of the Booking;
- (k) to ensure all guests leave the Venue by 14:00; and
- (l) not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Supplier, with the exception of assistance dogs within the meaning of the Equality Act 2010.

6.4 Car parking facilities are available for guests and cars may be left at the Venue overnight at the owner's own risk.

6.5 The Customer shall ensure that guests behave in a responsible and safe manner at the Venue, and the Supplier reserves the right to remove or request that the Customer remove guests that do not do so from the Venue and/or the Services.

## **7. THIRD-PARTY CONTRACTORS**

7.1 The Customer must inform the Supplier of any third-party contractors they have hired or intend to hire to provide goods and/or services during the Booking.

7.2 If the Customer hires or intends to hire a third-party contractor post Booking Confirmation, the Customer must provide their details to the Supplier at least seven days prior to the Check-in Date.

7.3 Where 7.2 applies the Supplier reserves the right to reject any and all third-party contractors the Customer has hired or intends to hire to supply goods and/or services at the Venue during the Booking.

7.4 Such third-party contractors can include, but are not limited to:

7.4.1 DJs/Bands;

7.4.2 Entertainers; or

7.4.3 Instructors.

7.5 The Supplier reserves the right to reject any and all third-party contractors whose details differ to those provided to the Supplier by the Customer and/or who on a reasonable view do not meet its professional, spiritual or moral standards.

## **8. GUEST NUMBERS AND DIETARY INFORMATION**

8.1 The Customer shall indicate the minimum number of guests attending the Booking to the Supplier.

8.2 The Customer shall confirm the final catering number at least fourteen days prior to the Check-in Date. Charges for the Service will be calculated on the final catering number or the number that actually attends, whichever is the greater. Where the final catering number is less than the number of guests confirmed, the Customer shall pay the Charges in full and shall not be entitled to any reduction.

8.3 The Customer shall notify the Supplier of any special dietary requirements and in any event by no later than fourteen days prior to the Check-in Date. Unless otherwise

confirmed in writing by the Supplier the provision of special dietary requirements shall be included within the Charges.

## **9. IDENTIFICATION**

The Customer agrees to provide photographic ID to the Supplier on the Check-In Date, and in all cases prior to making use of the Venue, Accommodation, and Services.

## **10. CHARGES AND PAYMENT**

- 10.1 The Customer shall pay the Charges in accordance with this Clause 10.
- 10.2 The Customer shall pay the Deposit in order to confirm the booking, at which point the Charges will be reduced by the value of the Deposit (**'Balance'**)
- 10.3 The Supplier shall issue an invoice two weeks prior to the Check-In Date for the Balance which shall be payable by the Customer no less than one week prior to the Check-In Date.
- 10.4 The Supplier may issue an additional invoice after the Departure Date for any further Charges due which were not included in the invoice issued pursuant to Clause 10.3. Such Charges may include those payable for any final alterations to the Services, or for guests attending the Booking in excess of the number accepted by the Supplier based on the Booking Form. Charges invoiced pursuant to this clause 10.4 shall be payable by the Customer within fourteen days of receipt.
- 10.5 Unless confirmed otherwise the Charges shall exclude amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 10.6 If the Customer fails to make any payment due to the Supplier under the Agreement by the due date for payment, then, without limiting the Supplier's rights and remedies under this Agreement, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or



after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10.7 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **11. LIABILITY**

11.1 If the Customer is not a consumer, the following terms shall apply:

11.1.1 Save as expressly provided, the Supplier will not be liable to the Customer or any guest, whether in contract, tort or otherwise, for any indirect, special or consequential loss or damage, or for any (whether direct or indirect) special or consequential loss or damage, or for any (whether direct or indirect) loss of profit, revenue, business, contracts or opportunity. Subject to clause 11.1.3 below, the aggregate liability of the Supplier to the Customer and/or any guest in connection with the Agreement, whether in contract, tort or otherwise, including negligence, shall not exceed the Charges.

11.1.2 The Supplier shall not be responsible for, or shall not be liable to the Customer or any guest in respect of, any loss or damage whatsoever and howsoever suffered by a guest or any other person in the event of:

11.1.2.1 The unavailability of the Venue except as set out in Clause 13; or

11.1.2.2 Any damage or degradation to the Venue whether or not by a cause against which the Supplier is from time to time insured; or

11.1.2.3 The postponement, relocation, rescheduling, suspension or cancellation of an Event.

11.1.3 Without prejudice to the above Clauses 11.1.1 and 11.1.2, the Supplier shall not be in breach, or deemed to be in breach of, any provision of the Agreement if it fails to perform in whatever manner, any of its obligations under the Agreement

by reason of any fact, matter or circumstances which is beyond the reasonable control of the Supplier (see clause 14), nor shall the Supplier be in breach of the Agreement by reason of compliance with applicable law and/or regulations.

11.1.4 Notwithstanding any provision in the Agreement, the Supplier does not seek to exclude or limit its liability (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by its negligence or the negligence of any of its officers, employees or agents; or (d) for any other matter for which it is not possible to exclude or limit liability by law.

11.1.5 The Customer shall indemnify and keep indemnified (on an after-tax basis) the Supplier from and against all loss, costs, liability, claims or damage the Supplier incurs or suffers as a result of any breach of the Agreement or any act or omission of the Customer or any guest including for the cost of any damage to the Venue.

11.2 If the Customer is a consumer, the following terms shall apply:

11.2.1 The Booking is for the Customer's domestic and private use, and the Customer agrees not to use the Booking for any commercial or business purposes, and the Supplier does not have any liability to the Customer for any loss of profit, loss of business, business interruption or loss of business opportunity.

11.2.2 Subject to Clause 11.2.3 below, the aggregate liability of the Supplier to the Customer and/or any guest in connection with the Agreement, whether in contract, tort or otherwise, including negligence, shall not exceed the Charges.

11.2.3 If the Supplier fails to comply with these terms and conditions, the Supplier is responsible for loss or damage the Customer suffers that is a foreseeable result of the Supplier's breach of these terms and conditions or the Supplier's negligence, but the Supplier is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Supplier's breach.

11.2.4 To the fullest extent permitted by law, the Supplier shall not be responsible for, or shall not be liable to the Customer or any guest in respect of any loss or damage whatsoever and howsoever suffered by the guest or any other person in the event of:

11.2.4.1 The unavailability of the Venue except as set out in Clause 13; or

11.2.4.2 Any damage or degradation to the Venue whether or not by a cause against which the Supplier is from time to time insured; or

11.2.4.3 The postponement, relocation, rescheduling, suspension or cancellation of an Event.

11.2.5 Except as otherwise set out in these terms and conditions, and to the fullest extent permitted by law, the Supplier shall not be breach of, or deemed to be in breach of, any provision of any Agreement by reason of any fact, matter or circumstance which is beyond the reasonable control of the Supplier (see clause 14), and the Supplier shall not be in breach of any Agreement by reason of compliance with applicable laws and regulations.

11.2.6 Notwithstanding any provision in the Agreement, the Supplier does not seek to exclude or limit its liability (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury, caused by its negligence or the negligence of any of its officers, employees, or agents; (c) under section 2(3) of the Consumer Protection Act 1987; or (d) for any other matter for which it is not possible to exclude or limit liability by law.

11.2.7 If the Customer is a consumer, they shall be responsible for any breach by themselves or a guest of the Agreement. In the event that a guest breaches any terms of the Agreement, the Customer and guest shall each be held liable for such breach.

## **12. MODIFICATIONS**

- 12.1 Should the Customer wish to modify the Booking, they must make the request by informing the Supplier in writing at least two weeks in advance of the Check-In Date.
- 12.2 The Customer hereby acknowledges that a request for modification of a Booking may not be accommodated and the Supplier reserves the right to decline a modification request.
- 12.3 An administration fee of £30 will be charged by the Supplier to process a modification to a Booking in addition to any additional Charges.

### **13. CANCELLATION**

- 13.1 The Supplier may cancel the Agreement with immediate effect by giving the Customer notice in writing if:
- 13.1.1 The Customer fails to pay any amount due under the Agreement on the due date for payment;
- 13.1.2 The Customer commits a material breach of any term of the Agreement;
- 13.1.3 The Customer takes any step or action in connection with the Customer entering administration, bankruptcy, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of the Customer's assets, or if the Customer is a business, ceasing to carry on business;
- 13.1.4 The Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy;  
or
- 13.1.5 The Customer is unable to perform its obligations in connection with the Agreement pursuant to Clause 14.
- 13.2 The Customer is entitled to cancel the Agreement at any time by providing written notice to the Supplier.

13.3 If the Agreement is cancelled under Clause 13.2, the Supplier will use reasonable endeavours to re-book the Venue, but the Supplier reserves the right to charge a cancellation fee. Any sums already received by the Supplier (including the Deposit) under this Agreement will be deducted from the cancellation fee, and any applicable remaining funds will be refunded to the Customer via BACS transfer within 25 Business Days. The cancellation fee shall be:

<b>Cancellation Time</b>	<b>Cancellation Fee</b>
More than 4 weeks prior to the Check-in Date	20% of the Charges
More than 2 weeks but less than 4 weeks prior to the Check-In Date	75% of the Charges
Less than 2 weeks prior to the date Check-In Date	100% of the Charges

13.4 On completion or cancellation of the Agreement for whatever reason:

13.4.1 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and

13.4.2 completion or cancellation of the Agreement shall not affect any of the rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of completion or cancellation.

## **14. FORCE MAJEURE**

14.1 To the fullest extent permitted by law the Supplier shall not be in breach of the Agreement nor liable for any delay in performing, or a failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond the Supplier's reasonable control.

14.2 The Supplier will notify the Customer in writing as soon as is reasonably possible after the Supplier becomes aware of a matter that would fall under Clause 14.

## **15. VARIATION**

No variation of the Agreement shall be effective unless it is in writing and signed by both the Supplier and Customer.

## **16. ASSIGNMENT**

The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of their respective rights and obligations under the Agreement, without the Supplier's written consent.

## **17. THIRD PARTY RIGHTS**

Unless it expressly states otherwise the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **18. SEVERANCE**

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

## **19. NOTICES**

**19.1** Any notice given to the Customer or Supplier in connection with the Agreement shall be in writing and shall be:

19.1.1 If sent by the Customer:

19.1.1.1 to the email address used to communicate thus far (or such other address as notified to the Customer by the Supplier).

19.1.2 If sent by the Supplier:

19.1.2.1 to the email address provided by the Customer.

**19.2** Any notice shall be deemed to have been received:

**19.2.1** at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 19.2.1 business hours mean 09:00 to 17:00 Monday to Friday on a day that is not a public holiday in the place of receipt.

19.3 This clause 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **20. LAW AND JURISDICTION**

**20.1** If the Customer is a consumer, please note that these terms and conditions are governed by English law. This means that the Agreement and any dispute or claim arising out of or in connection with it will be governed by English law. The courts of England and Wales will have non-exclusive jurisdiction in connection with any such dispute or claim.

**20.2** If the Customer is not a consumer, these terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The courts of England and Wales shall have

non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions or their subject matter or formation (including non-contractual disputes or claims).