



EVENT BOOKING TERMS AND CONDITIONS

These terms and conditions together with the Booking Form will constitute the entire agreement (“Agreement”) between Silbury Golf 2020 Limited and the Client, of whom each will be referred to as a ‘party’ and together the ‘parties’ in these terms and conditions.

Where the Event is sold under a consumer transaction (as defined by the Consumer Protection from Unfair Trading Regulations 2008) the statutory rights of the Client are not affected by this Agreement.

1. Definitions

In this document the following expressions will have the following meanings unless the context otherwise requires:

“Agreement”	Means the agreement between the Company and the Client in relation to the booking of the Event, which includes the Booking Form and these terms and conditions, and any amendments agreed in writing between the parties;
“Charges”	Means the amount payable by the Client for the Event as detailed in the Booking Form plus an additional amounts as may be due from the Client as determined in accordance with these Terms and Conditions;
“Company”	Means Silbury Golf 2020 Ltd – Company Registration Number: 12367570;
“Client”	Means the individual, company or association as set out in this Agreement and Booking Form;
“Deposit”	Means a non-refundable payment to the Company in the amount set out in the Booking;
“Event”	Means the purpose for which the Client has requested the use of the Redwood Room, as more particularly set out in the Booking Form;
“External Caterer”	Means any provider of catering services (other than the Company) contracted by the Client;
“Final Number”	means the final number of guests who will be attending the Event as notified by the Customer to the Company 14 days prior to the Event and the number of guests for which the Company will prepare and cater;
“Force Majeure”	means any circumstance beyond the reasonable control of a party (including (without limitation) regulations, bye-laws, prohibitions of any kind on the part of any governmental or local authority, strikes, or other industrial or trade disputes, acts of God, national or local disasters, flood, fire, epidemic, pandemic, accident, sabotage, insurrection, civil disturbance, war, acts of terrorism or the threat of war or terrorism or any event causing the whole or part of the Property to be closed to the public or the staging of a sporting, cultural, or other entertainment event which shall be open to attendance by the general public;
“Legal Requirements”	shall mean laws, regulatory requirements, government order or any actions, recommendations, announcements or restrictions whether made by a government body, authority, public health organisation or other similar official body including the Public Health England;

“Minimum Number”	means the minimum number of guests which the parties have agreed will attend the Event as more particularly set out in the Schedule of Events in the Booking Form;
“Property”	Means the venue at which the Event is being held;
“Special Conditions”	means any special conditions noted on the Booking Form which the parties have agreed will apply to this Agreement; and
“Third Party Use of Catering Facilities Terms”	means the terms of use that must be complied with by all External Caterers.

2. The Agreement

2.1. This Agreement will be deemed to come into force and be legally binding on the earlier of: (i) receipt of a copy of the Booking Form signed by the Customer; (ii) receipt of the Customer’s confirmation of acceptance of the Agreement; (iii) first payment by the Customer of any amounts due under this Agreement; or (iv) the Event Date.

3. Numbers in Attendance

- 3.1. The Minimum Number of guests for which the Client has booked the Event are set out in the Booking Form.
- 3.2. Final Numbers must be provided by the Client to the Company 21 days in advance of the Event Date (or on the date of booking where there is less than 21 days prior to the Event Date). If the Final Numbers are greater than the Minimum Number, the Company will charge the Client an amount based on the greater number. If the Final Numbers are less than the Minimum Number, the Company reserves the right to charge the Client an amount based on the agreed Minimum Number. In the event the actual number of guests in attendance is greater than the Final Numbers, the Company will charge the Client an amount based on the actual number.
- 3.3. Any significant change in numbers by the Client may require the Event to be relocated to another space within the Property (subject to availability) and in these circumstances the Client may incur an additional room hire charge or amended rates to reflect the value of the original room allocated. If the Property does not have capacity to accommodate the Client’s varied requirements, then the Client shall have the option to either i) proceed on the basis that the numbers will be limited to the Property’s capacity or ii) cancel in accordance with the clause 8 of this Agreement, which will incur a cancellation charge.
- 3.4. The Company reserves the right to exclude or eject any persons from the Property who it reasonably considers to be behaving in a disorderly manner (including any person engaged by the Client to provide entertainment or perform other duties at the Event). The Company shall have no liability to the Client or its guests for any such exclusion or ejection under this Clause 3.4.
- 3.5. Any additional rooms or areas of the Property made available to the Customer are by agreement with the Company and are subject to payment by the Client of an additional room hire charge.

4. Food and Beverage Services

- 4.1. The Company is the exclusive provider of the services set out in the Booking Form.
- 4.2. Where beverage services are sold on a consumption basis (as detailed on the Booking Form), the Client will be charged for all beverage consumed and/or opened. The Company reserves the right to charge the Client for all opened bottles as at the end of the Event, notwithstanding the fact that they may not have been consumed.
- 4.3. The Client must inform the Company of its menu choices, wine and beverage requirements and any other relevant or requested information such as dietary requirements, at least 7 days before the Event Date, otherwise the Company cannot guarantee that the choices will be available. Under such circumstances the Company will offer an alternative to the Client.

5. Client Obligations

- 5.1. The Client will:
- 5.1.1. Obtain prior written permission from the Company if providing their own entertainment, services or activities at the Event;
- 5.1.2. where the Client has permission to do so, and intends to use any mains powered electronic device, ensure that the device has an up to date PAT test certificate (evidence of such to be provided to the Company prior to such devices being used at the Property);

- 5.1.3. hold the appropriate insurance with a limit of £10,000,000 for each and every claim for the Event and shall provide a copy of the policy to the Company no later than one (1) month prior to the Event Date (or where there is less than one (1) month prior to the Event Date, as soon as reasonably practicable and in any event before the Event Date), failing which the Company shall be entitled to cancel the Event without liability to the Customer;
 - 5.1.4. ensure that at the end of the Event, all rooms used within the Property are undamaged and are free of any items brought onto the Property for such Event. Any items not removed by the time stated on the Booking Form the following morning will be disposed of by the Company and any costs associated, charged to the Client;
 - 5.1.5. indemnify the Company in full against and hold the Company harmless from all claims, costs, damages, liabilities, expenses (including but not limited to legal expenses) demands and judgements awarded against or incurred or paid by the Company as a result of or in connection with any and all acts or omissions of the Client, its guests or subcontractors including but not limited to acts or omissions at the Event and damage caused to the Property by the Client or its guests; and
 - 5.1.6. subject to the Client having obtained the Company's prior written consent to appoint a 3rd party supplier (other than an External Caterer, in respect of which clause 16 shall apply), the Client is responsible for ensuring that all 3rd party suppliers appointed by the Client, are fully insured and comply with any other reasonable requirements of the Company. All suppliers will be required to demonstrate that they have adequate insurance cover.
 - 5.2. The Client will, and procures that its guests will:
 - 5.2.1. comply with all applicable laws, licensing, health and safety laws and other regulations relating to the Property and regulations of the Company which are notified to the Client from time to time;
 - 5.2.2. act responsibly and in accordance with any Legal Requirements. The Company shall not be liable in any way for any illness or loss whatsoever arising from the Client's failure to comply with this obligation. The Company reserves the right, in its absolute discretion and without penalty or liability, to deny entry to or eject from the Property any person breaching such Legal Requirements;
 - 5.2.3. Everyone attending the Event has a duty to other attendees and Company staff and contractors and it is the Client's responsibility to ensure that the Client and, as applicable, its guests do not attend the Event with any Covid 19 symptoms as published by the government from time to time;
 - 5.2.4. not carry out any alterations, electrical or other works to the Property including amplification and lighting, nor will the Client fix or cause to be fixed, any apparatus, equipment, notice or decoration to the Property without the Company's prior written consent. In the event of any equipment to be supplied by the Client. The Client will ensure any such equipment is in a safe condition, PAT tested (if applicable) and suitable for its intended purpose. Evidence of such PAT testing must be presented to the Company prior to the Event. Any arrangements for storage and other requirements relating to equipment must be agreed with the Company;
 - 5.2.5. not bring any dangerous or hazardous items to the Property (including anything with a naked flame) and remove any such items promptly when requested to do so;
 - 5.2.6. not bring any food or drinks to the Event without the consent of the Company. In the event food or drink is brought to the Property a charge may be applied;
 - 5.2.7. not act in an improper or disorderly manner and comply with the Property's reasonable regulations and instructions, including abiding by any dress code requirements, search policies and entry procedures;
 - 5.2.8. not, except with prior permission and with the exception of service dogs, bring or allow any animal on to the Property at any time. In the event service dogs are brought to the Event, notice must be provided to ensure appropriate facilities for the dogs are made available;
 - 5.2.9. report all accidents and near-misses sustained at the Property immediately to the management of the Property;
 - 5.2.10. not engage in any collection, game of chance, sweepstake or lottery, nor any betting of any kind at the Property;
 - 5.2.11. ensure that nothing is fixed to any of the structures, the contents or in the grounds of the Property, without obtaining prior consent; and
 - 5.2.12. comply with the Policies.
6. Financial Arrangements

- 6.1. Unless and to the extent stated otherwise in the Booking Form:
 - 6.1.1.a non-refundable Deposit (as more particularly set out in the Booking Form) will be payable by the Client upon return of signed contract or confirmation of acceptance of the Agreement;
 - 6.1.2.21 days prior to the Event Date, the balance of the Charges detailed in the Booking Form will be payable by the Client (the balance will be calculated in accordance with the Booking Form and clause 3.2);
 - 6.1.3.the Client agrees to pay the Company for any food, beverage, or other services not specifically provided for in the Booking Form (including without limitation the extension of the Event time, dates or use as the case may be) but agreed between the parties prior to the Event Date. Such charges will be invoiced by the Company and will be paid in full by the Client prior to the Event Date. If the Client does not make such payment prior to the Event, then the Company reserves the right to cancel the Event;
 - 6.1.4.any additional charges incurred during the Event by the Client and or any a guests of the Client (including but not limited to additional charges incurred pursuant to clause 3.2 and additional charges incurred by the Client where the Event commences prior to, or finishes later than, the time set out in the Booking Form) shall be paid by the Client or such guest(s) (as applicable) at the end of the Event. If any balance remains outstanding after the Event Date, the Company shall invoice the Client for such charges and the Client shall make payment within fourteen (14) days from the date of the invoice.
 - 6.2. All charges are inclusive of VAT unless otherwise specified in the Booking Form.
 - 6.3. Time is of the essence for all payments due under the Agreement.
 - 6.4. If there are queries on any part of an invoice the Client will pay the undisputed balance of the sum owed by the due date and the disputed elements on resolution of the query. Any disputes must be made within 14 days of date of invoice.
 - 6.5. The Company reserves the right to apply interest against any late payment of undisputed sums, at the statutory rate in accordance with the Late Payment of Commercial Debts Act 1998.
 - 6.6. Except where the Client is a consumer, a transaction fee will be charged for any payments made by credit card. Transaction fees may vary from time to time and will reflect the costs incurred by the Company.
 - 6.7. 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).
7. Termination
- 7.1. The Company may terminate the Agreement with immediate effect by giving written notice to the Customer in the event:
 - 7.1.1.it is deemed (in the view of the Company) that the Event, or any persons associated with the Event may damage the reputation of the Property or the Company; or
 - 7.1.2.where any advance payment, Deposits, including any VAT thereon (required under the Agreement) is overdue by 4 days or more.
 - 7.2. Without affecting any other right or remedy available to it the Company may terminate the Agreement with immediate effect by giving written notice to the other party if:
 - 7.2.1.either party commits a material breach that is irremediable; or
 - 7.2.2.either party commits a material breach which is remedial but fails to remedy that breach within 14 days of receipt of a written notice issued by the non-breaching party setting out the nature of the breach and the requirements to remedy it; or
 - 7.2.3.the other party takes any step or action in connection with its entering bankruptcy (where an individual), administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), 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 its assets or ceasing to carry on business; or
 - 7.2.4.the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
 - 7.3. On termination of the Agreement, the Client will immediately pay to the Company all of the Client's outstanding unpaid invoices in respect of goods or services supplied, and, where no invoice has been submitted, the Company will submit an invoice, which will be payable by the Client within 14 days of the date of the invoice.
 - 7.4. Termination of the Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the contract which existed before the date of termination.

8. Cancellation

- 8.1. The Client will be liable for the following cancellation charges where the Customer cancels an Event:
 - 8.1.1. 168 days (24 weeks) or more – 10% of total cost of event set out in the Booking Form
 - 8.1.2. Between 167 days and 84 days (12 weeks) – 25% of total cost of event set out in the Booking Form
 - 8.1.3. Between 83 days and 28 days (4 weeks) – 50% of total cost of event set out in the Booking Form
 - 8.1.4. 27 days or less – 100% of total cost of event set out in the Booking Form
- 8.2. For the avoidance of doubt, all cancellations must be submitted in writing (including by email) by the Client to the Company.
- 8.3. The Company may cancel the Event and forthwith terminate this Agreement and the rights granted to the Client if: (i) the Property has to be closed for reasons beyond the Company's control, and/or (ii) the Property is required for the staging of a sporting, cultural, or other entertainment event which will be open to attendance by the general public, which event was not known by the Company to be staged at the Property at the date of this Agreement and the staging of which event will take precedence over the Event. In such circumstances the Client will receive a full refund of all sums paid by the Client to the Company and the Company will have no further obligation or liability to the Client.

9. Liability

- 9.1. Nothing in this Agreement limits any liability which cannot legally be limited, including, but not limited to liability for:
 - 9.1.1. death or personal injury, caused by negligence; or
 - 9.1.2. fraud or fraudulent misrepresentation; or
 - 9.1.3. breach of terms implied by section 2 of the Supply of Goods and Services Act 1982; or
 - 9.1.4. any other act, omission or liability which may not be limited under applicable law.
- 9.2. Subject to clause 9.1 and clause 9.3, the Company's total liability to the Client will not exceed the total of the Charges actually paid by the Client to the Company under the Agreement. The Company's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement.
- 9.3. Subject to clause 9.1, the Company will not be liable to the Client for any indirect and consequential losses arising out of or in connection with the Agreement. For the purposes of the Agreement indirect and consequential losses include but are not limited to loss of anticipated savings, losses incurred in finding alternative venues where this contract is cancelled by Company.
- 9.4. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement will limit the Client's liability for damage to property, including damage caused to the Property by the Client or its guests.

10. Force Majeure

- 10.1. The Company will not be liable to the Client to the extent that it is unable to perform its obligations under this Agreement, or the Company's performance of its obligations is delayed or hindered by reason of Force Majeure. In such circumstances the Company will endeavour to find a suitable alternative date for the Event to take place and, if this is possible, the Deposit will be transferred against the new event date and the balance of any remaining payments will be rescheduled against the new event date. If no suitable alternative date can be found, then the Company will issue a full refund of the amounts already paid by the Client.

11. Special Conditions

- 11.1. The parties will comply with any Special Conditions as may be set out in the Booking Form.

12. Intellectual Property

- 12.1. By accepting the terms and conditions, the Customer gives the Company express consent to use the Customer's name and/or logo for the purposes of wayfinding and signage of events.
- 12.2. In the event either party wishes to use the other party's name/and or logo for any purpose other than those set out in clause 12.1, such party will obtain prior written consent from the other party for such use and (if such consent is given, at the discretion of the other party) will comply strictly with all of the other party's directions from time to time as to the manner of such use.

13. Publication and Reputation

- 13.1. Each party acknowledges the other party's public reputation and legal responsibilities. Neither party will partake in any such act that will, or is likely to, cause harm to the public reputation of the other party.

14. Notices

- 14.1. All written notices will be signed and sent to the address stipulated in the Booking Form. A notice will be deemed to have been received at the time of delivery if delivered personally, at the time of signature of the courier's delivery receipt if delivered by commercial courier, one hour after the notice was sent or supplied

and a delivery receipt is received if sent or supplied by electronic means or 48 hours after it was posted if sent by pre-paid United Kingdom first post to an address in the United Kingdom.

15. Data Protection

15.1. The Company will observe Data Protection Legislation and any subsequent amendments and revisions thereto in the provision of this Agreement.

16. Use of External Caterers

16.1. The use of External Caterers at the Event is strictly prohibited unless stated otherwise in the Booking Form, in which case the following provisions shall apply:

16.1.1. the Customer shall be solely responsible for selecting, contracting with and managing the External Caterer;

16.1.2. the Customer acknowledges and agrees that the Company shall have no liability whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising under or in connection with the appointment and or use of any External Caterer(s) by the Customer; and

16.1.3. the Customer shall ensure that no later than one (1) month prior to the Event Date (or where there is less than one (1) month prior to the Event Date, as soon as reasonably practicable and in any event before the Event Date) a copy of the Third Party Use of Catering Facilities Terms (which shall be provided by the Company) is signed by the External Caterer(s) and returned to the Company, failing which the Company shall be entitled to cancel the Event without liability to the Customer.

16.2. If the Company provides the Customer with any recommendation or other information regarding External Caterers, the Company makes no representations or warranties of any kind (express or implied) about the External Caterers and any appointment by the Customer of any External Caterer is made entirely at the Customer's own risk.

17. General Provisions

17.1. No variation to the Agreement will be effective unless in writing and signed by a duly authorised representative of the parties.

17.2. These terms and conditions and the Booking Form constitute the entire agreement between the parties in respect to the subject matter hereof and supersedes all previous agreements and understandings between the parties with respect hereto whether written or oral and whether express or implied. Each party acknowledges that in entering into this Agreement, it does not rely on and will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

17.3. The Company may assign any or all of its rights and obligations under the Agreement. Any assignment will be notified to the Customer as soon as practicable after such assignment has taken place.

17.4. The Customer will not assign, transfer or deal in any other manner with any or all of its rights and obligations under the Agreement, unless approved in writing in advance by the Company. The Company may assign, novate, transfer, sub-contract any or all of its rights and obligations under this Agreement. Any assignment will be notified to the Customer as soon as is reasonably practicable after such assignment has taken place

17.5. If the expression the Customer includes more than one person those persons will be jointly and severally liable under these terms and conditions.

17.6. 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.

17.7. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted. Any deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of the Agreement.

17.8. These Agreement will be governed by English Law and the parties submit to the exclusive jurisdiction of the English courts as regards any claim or matter (including non-contractual disputes or claims) arising out of or in connection with this Agreement or subject matter or formation.

I have read and understood the Terms and Conditions:

Signature:

Date: