



Norwood Park
Nottinghamshire, England

Terms & Conditions

1 Definitions

- 1.1 "**the Hall**" means that part of Norwood Park, Halam Rd, Southwell, Nottinghamshire, NG25 0PF which it has been agreed between the Manager and the Client should be made available to the Client for the purposes of the Event or Events and which is the property referred to in these Terms & Conditions.
- 1.2 "**NPE**" means the Ltd Company known as Norwood Park Events Ltd.
- 1.3 "**the Manager**" means Maverick Venue Management Ltd (being a company registered in England with company number 5681465), who shall be responsible for the performance of the Services in accordance with these Terms & Conditions.
- 1.4 "**the Client**" means the individual, organiser or organising body responsible for the commissioning of and payment for the Event (as defined below) in accordance with the Terms & Conditions below.
- 1.5 "**the Contract**" means the contract between the Client and the Manager for the supply of the Services which contract shall include the Booking Form, these Terms & Conditions together with any other items stated in the Booking Form of which they shall form part.
- 1.6 "**the Event**" or "**the Events**" means the specific booking or series of bookings confirmed or to be confirmed by the Client which form the subject of these Terms and Conditions.
- 1.7 "**Booking Form**" means the Manager's official booking form to which these terms are attached.
- 1.8 "**the Services**" means the supply by the Manager of the event organising and management services (and any related Goods) for the Event(s) noted in the Order Form

2 Confirmation by the Client

- 2.1 All bookings shall be considered as provisional until the Booking Form is signed by both the Client and the Manager. Once the Contract is signed by both parties, all such facilities, services, food and beverages reserved on the Client's behalf will be subject to these Terms and Conditions.
- 2.2 The signed Contract must be received by the Manager within 14 days of the date of issue of it by the Manager. If a signed Contract is not received by the Manager within that period, the Manager reserves the right to release the provisional booking (in which case, receipt of a signed contract after such date shall be void and shall not be binding) and take a booking from another party.
- 2.3 The Client shall advise the Manager of the number of attendees expected at the Event on confirmation of his booking (the "Number of Guests") and shall confirm to the Manager at least 7 days prior to the Event numbers, final timings, menus and any other special requests.

3 Charges and Payments

- 3.1 On booking, the Client shall pay to the Manager a specified deposit in pounds sterling ("**the Deposit**") which shall be delivered to the Manager within 14 days of the date of the booking. The Deposit shall be used as part-payment for the Event. If the



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Client cancels the Event in the circumstances noted in condition 5, below, some or all of this deposit may be retained by the Manager to account for any losses suffered by it and/or NPE.

3.2 The Manager shall, one calendar month prior to the event, deliver to the Client one pro-forma invoice for the balance due in respect of all goods and services provided by the Manager to the Client with a charge in respect of VAT for such goods and services raised in the name of the Manager.

3.3 The Manager must receive full and complete payment of both invoices referred to at clause 3.2 within 7 days of the date of each invoice, such payments to be made by cheque in pounds sterling payable to 'Maverick Venue Management'. Without prejudice to its other rights and remedies, if the manager does not receive such payments within the timescales set out in this clause 3.3, the Manager may either suspend performance of the Services or terminate the Contract. Any additional balance or refund shall be settled within 7 days after the event by cheque or credit card.

3.4 Subject to condition 3.5 and unless otherwise agreed in writing by the parties, the price for the Services quoted prior to signature of the Contract by both parties in accordance with condition 2 is subject to an annual increase of up to a maximum of 5% of the quoted price for the Services (excluding the price of the hire of the Hall) to take account of the increase to the Manager in its costs (including, but not limited to, increases in the standard rate of VAT and increases in food and labour prices) arising from the date that the Contract is entered into (in accordance with condition 2) up to the date upon which the Event is to take place.

3.5 The maximum increase in the price for the Services is subject to the following:

- (a.) the price quoted for the hire of the Hall shall not be increased once the Contract is entered into in accordance with condition 2; and
- (b.) certain items of food are charged by the Manager to the Client at the market rate on the date of the Event. If these items are requested by the Client, the Manager shall notify the Client within 14 days of the request for those items whether it can supply such items and, if it can, that this condition 3.5(b) will apply by the Client and the Client may choose to alter its order for such an item (such alteration must be notified to the Manager within 14 days of the receipt of the notification that given by the manager in this condition 3.5(b)).

3.6 Any breakage of, or damage to, crockery, glassware, linen and catering equipment, caused by the client or his/her guests, will be charged to the client at replacement cost.

4 Amendments by the Clients

4.1 All amendments to either guest numbers and/or arrangements must be confirmed in writing to the Manager not less than 7 days prior to the Event.

4.2 The Client shall not be charged for any reductions of less than 10% in the Number of Guests notified to the Manager in accordance with clause 2.3 above, provided that written confirmation of such amendment is received by the Manager at least 7 days prior to the Event. For clients taking wedding packages (Sir John, Sir William, Sir Lewis Randle), minimum numbers of 90 guests will always apply and be charged.

4.3 If there is a reduction of more than 10% in the Number of Guests notified to the Manager in accordance with clause 2.3 above or notification of any amendment pursuant to clause 4.2 is received by the Manager less than 7 days prior to the Event the Manager may invoice the Client in respect of the Event as if the number of guests present had been the Number of Guests less 10%.



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5 Cancellation by the Client

- 5.1 All cancellations of the Event must be made in writing to the Manager.
- 5.2 If written cancellation of the Event is received by the Manager more than 180 clear days prior to the Event, the Manager shall refund the value of the Deposit less an amount equal to the costs incurred and losses suffered by the Manager and NPE resulting from the cancellation (provided that the Manager shall use its reasonable endeavours to minimise such costs and losses by, for example, attempting to re-hire the Hall to other clients on the date of the cancelled Event).
- 5.3 If written cancellation of the Event is received by the Manager less than 180 clear days and more than 30 clear days, prior to the Event, it is unlikely that the Manager will be able to re-hire the Hall to other clients on the date of the cancelled Event. Accordingly, the Client shall pay (or forfeit as the case may be) to the Manager and NPE a sum equal to the costs incurred and losses suffered by the Manager and NPE resulting from the cancellation (provided that the Manager shall use its reasonable endeavours to minimise such costs and losses by, for example, attempting to re-hire the Hall to other clients on the date of the cancelled Event) provided that the sums payable by the Client under this condition 5.3 shall not exceed an amount constituting 50% of the total charges and payments which would have become due and payable by the Client in accordance with clause 3.2 had the Event taken place.
- 5.4 If written cancellation of the Event is received by the Manager less than 30 clear days prior to the Event, it is highly unlikely that the Manager will be able to re-hire the Hall to other clients on the date of the cancelled Event. Accordingly, the Client shall pay (or forfeit as the case may be) to the Manager and NPE a sum equal to the costs incurred and losses suffered by the Manager and NPE resulting from the cancellation (provided that the Manager shall use its reasonable endeavours to minimise such costs and losses by, for example, attempting to re-hire the Hall to other clients on the date of the cancelled Event) provided that the sums payable by the Client under this condition 5.4 shall not exceed an amount constituting 100% of the total balance of the charges and payments which would have become due and payable by the Client in accordance with clause 3.2 had the Event taken place.
- 5.5 If the Client cancels the Event in the circumstances noted in conditions 5.2 to 5.4, the Manager shall be entitled to keep some or all of the Deposit in full or partial settlement of the sums payable to the Manager in those clauses.

6 Cancellation by the Manager

- 6.1 In the event of a Force Majeure (as defined in clause 6.3) the Manager shall be entitled to cancel the booking and in so doing shall endeavour to notify the Client as soon as reasonably practicable.
- 6.2 In the event of a cancellation in accordance with clause 6.1, all sums paid by the Client shall be returned to the Client.
- 6.3 For the purposes of this clause 6 "**Force Majeure**" means any circumstances beyond the reasonable control of the party affected which prevent the Manager or NPE from performing the Contract at such times and in such manner as is provided for in these Terms & Conditions (including, without limitation, flood, fire and destruction to or damage to the hall such that it is unusable).



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7 Catering

7.1 No wines, spirits or food may be brought into the Hall by the Client or any of his guests. The Manager shall provide the sole catering facilities for the Event.

7.2 The Manager and NPE are obliged to comply with certain licensing and statutory regulations and the Client shall ensure that both himself and his guests comply with such obligations where such obligations have been notified by the Manager and/or NPE to the Client.

8 General

8.1 The Client shall and shall procure that his guests shall treat the Hall, the grounds of the Hall and the contents of the Hall with care and to respect the privacy of its residents and shall not interfere with or gain access to or attempt to gain access to those parts of the Hall for which public use or access are indicated in any way to be unauthorised by the Manager and/or NPE.

8.2 During the course of the Event, should the Client or any of his guests be unable to correct any aspect of poor behaviour or activities which the manager and/or NPE, acting reasonably, deem unacceptable and which behaviour and/or activities have been notified to the Client by either the Manager or NPE, the Manager reserves the right to either:

- (a.) require that person (or those persons) whose behaviour or activities are unacceptable to leave the Hall and the Hall grounds immediately; and/or
- (b.) terminate the Contract immediately.

In the event of such termination of the Contract no monies will be refunded and the full amount of payments and charges due under clause 3 shall be payable by the Client. The Manager's decision shall (provided that the manager has acted reasonably) be final.

8.3 The Manager is happy to take responsibility for goods and possessions left in their safekeeping in the office safe but will not be held liable for guests possessions that have been lost, mislaid or stolen whilst left unattended by such guests.

8.4 The Client shall not affix anything to, attach or otherwise decorate any part or the whole of the Hall without the prior written approval of the Manager.

8.5 Norwood Park is an historic building and is occasionally in need of maintenance and repair. The Manager and owners of Norwood Park shall not be liable in any way for any nuisance, inconvenience, annoyance or loss caused by the presence of any necessary scaffolding or building works during the period of hire.

8.6 Neither the Client nor his guests shall use confetti or other similar material in the Hall or in the grounds of the Hall without the express permission of the Manager.

8.7 The Client may only use fireworks companies, bands, entertainers and discotheques that have been approved by the Manager.