|  |
| --- |
| Dated 2023 |
|  |
| Venue Hire Agreement |

Contents

Clause

[1. Defined Terms 5](#_Toc94538021)

[2. Our Obligations 7](#_Toc94538022)

[3. Your Obligations 8](#_Toc94538023)

[4. Guest numbers and dietary information 9](#_Toc94538024)

[5. Charges and Payment 9](#_Toc94538025)

[6. Insurance 10](#_Toc94538026)

[7. Cancellation 10](#_Toc94538027)

[8. Payments and Refunds following Cancellation under Clause 7 11](#_Toc94538028)

[9. Change of Event Date 12](#_Toc94538029)

[10. Unexpected Events 12](#_Toc94538030)

[11. General 13](#_Toc94538031)

Schedule

[Schedule 1. Our Costs if your booking does not proceed 15](#_Toc94538032)

Booking Form

|  |  |
| --- | --- |
| **Date of Event:** |  |
| **Venue:** |  |
| **Type of Event** |  |

|  |  |  |
| --- | --- | --- |
| **Client Details:** | Client 1 | Client 2 |
| Name: |  |  |
| Address: |  |  |
| Telephone Number: |  |  |
| E-mail Address |  |  |

|  |  |  |
| --- | --- | --- |
| **Number of Guests:** | Estimated | Minimum |
|  |  | As set out in the FAQs |

|  |  |  |
| --- | --- | --- |
| **Estimated Price:** | Hire Fee | Catering |
|  | £ | £99.45 per person |
| Estimated Catering Price | | £ |
| Total Estimated Price | | £ |

|  |  |  |
| --- | --- | --- |
| **Payments:** | Amount | Date Due |
| Hire Fee: |  | Upon signing this Agreement |
| Scheduled Payments | 25% of Estimated Catering Price | 12 months before the Event Date |
|  | 25% of Estimated Catering Price | 6 months before the Event Date |
|  | 25% of Estimated Catering Price | 3 months before the Event Date |
| Final Payment | Invoice issued with final adjusted cost minus payments already made | 4 Weeks before the Event Date |

All correspondence must be sent to us via post or email:

The Hearsum Family Limited t/a Pembroke Lodge   
Pembroke Lodge  
Richmond Park  
Richmond  
Surrey  
TW10 5HX

[info@pl.org.uk](mailto:info@pl.org.uk) or weddings@pl.org.uk

1. This Contract is made up of the following:

(a) The Booking Form.

(b) The Venue Hire Conditions.

(c) The Payment Schedule specified in the Booking Form.

(d) the FAQs.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

|  |  |
| --- | --- |
| Signed by Client 1  NAME  ........................................... | ................................... |
| Signed by Client 2  NAME  ........................................... | ................................... |
|  |  |
|  |  |

Venue Hire Conditions

1. Defined Terms
   1. In this Agreement the following words and expressions shall have the following meanings:

|  |  |
| --- | --- |
| **Agreement** | this Agreement between You and Us for the hire of the Venue and supply of the Services and the Equipment in accordance with the Booking Form, these Venue Hire Conditions and any Schedules or documents referred to therein. |
| **Booking** | The hire of the Venue and Our obligation to supply the Services and the Equipment for the Event on the Event Date. |
| **Business Day** | a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. |
| **Cancellation Date** | The date on which a notice of cancellation under clauses 7.1, 7.2, 10.3 or 10.4 becomes effective. |
| **Event** | the event or function for which the Customer is hiring the Venue, as specified in the Booking Form. |
| **Event Date** | The date for hire of the Venue for the Event as described in the Booking Form. |
| **FAQs** | The Frequently Asked Questions documents supplied with this Agreement. If there is any conflict between the FAQs and these Venue Hire Conditions, the Venue Hire Conditions shall apply. |
| **Final Guest Number** | The number of guests confirmed to attend your event in accordance with clause 4.1 below, or the number of guests that actually attend the Event on the Event Date, whichever is greater. |
| **Hire Fee** | The fee for hiring the Venue and the Equipment on the Event Date as set out in the Booking Form. |
| **Minimum Guest Number** | The minimum number of guests who are over 16 for your Event as shown on the Booking Form, or as stated in the FAQs, whichever is greater. |
| **Scheduled Payments** | The schedule payments as specified in the Booking Form. |
| **Tasting Fees** | The fees payable for each of the items served at a tasting before your Event calculated in accordance with clause 5.6. This fee is in addition to the estimated prices in the booking form and will be added to your final invoice. |
| **Total Price** | The total of (a) the Hire Fee and (b) the estimated catering fee for the final number of guests confirmed by You under clause 4.1 and (c) the Tasting Fees. |
| **Unexpected Event** | means any circumstance not within a party's reasonable control and including:   * + - 1. acts of God, flood, drought, earthquake or other natural disaster;       2. adverse weather or a severe weather alert       3. epidemic or pandemic (including, but not limited to, any actions, recommendations, announcements or restrictions, related to the epidemic or pandemic, whether made by a government body, authority, public health organisation or other similar body, or outbreak at the Venue;       4. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;       5. nuclear, chemical or biological contamination or sonic boom;       6. any law or regulation by a government or public authority which prohibits the use of the Venue for the Event;       7. collapse of buildings, fire, explosion or accident;       8. any labour or trade dispute, strikes, industrial action or lockouts;       9. non-performance by suppliers or subcontractors; and       10. interruption or failure of utility service. |
| **Venue** | The area or rooms within Pembroke Lodge to be hired by You as specified in the Booking Form. |
| **Venue Hire Conditions** | The Venue Hire Conditions set out in this Agreement. |
| “**We**”or “**Us**” | The Hearsum Family Limited trading as Pembroke Lodge |
| “**You**” or “**Your**” | The Client(s) named in the Booking Form. |

* 1. 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. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
  3. A reference to **writing** or **written** includes email.
  4. This Agreement shall come into effect on the date on which the Deposit is paid to Us in cleared funds. Until that time, bookings for hire will be treated as provisional and may be cancelled at any time and without notice.
  5. By paying the hire fee You are agreeing to the terms and conditions set out in this Agreement.
  6. The FAQs are included as terms of this Agreement.

1. Our Obligations
   1. Upon this Agreement coming into effect We agree to hire the Venue to You on the Event Date for the Event and subject to the terms of this Agreement.
   2. We will supply the Services to You on the Event Date subject to any specific timings agreed in writing by the parties before the Event Date.
   3. We shall perform the Services with reasonable care and skill.
   4. We may make minor alterations to the Venue and / or Services after the date of this Agreement without notice if those changes are required: by a change in law or a regulatory requirements or to implement minor adjustments and improvements.
2. Your Obligations
   1. You agree and undertake:
      1. not to use the Venue other than for the Event;
      2. not to do or permit to be done anything in the Venue which is illegal, or which is or may become a breach of any law or regulation in force in England and Wales.
      3. not to do or permit to be done anything which may be or become a nuisance, annoyance, inconvenience or disturbance to any other customers or any owner or occupier of neighbouring property; or which in Our opinion may comprise a breach of Our lease of the Venue or any licence from the local authority.
      4. to comply (and ensure that Your staff and agents comply) with the terms of this Agreement and any written instructions or notices from Us, and use reasonable efforts to ensure that any guests or other persons present at the Event comply;
      5. to permit Us to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by guests during the Event;
      6. not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
      7. not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue other than areas specifically designated for smoking;
      8. not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
      9. not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without Our prior written consent, such consent not to be unreasonably withheld;
      10. 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 Our prior written consent;
      11. to use the Equipment provided by Us for its proper purpose and in accordance with any instructions provided by Us regarding its use;
      12. To remove any decorations, displays and any other equipment supplied by You from the Venue before 11:00am on the date following the Event Date.
      13. to ensure that all guests leave the Venue at 11:00pm (or 12:00 midnight for events in the Belvedere).
      14. not to bring or permit to be brought any animal onto the Venue without Our prior written consent with the exception of assistance animals within the meaning of the Equality Act 2010.
   2. You shall ensure that Your guests behave in a responsible and safe manner at the Event, and We reserve the right to remove or request that You remove guests that do not do so from the Event and the Venue.
   3. We have the sole right to provide the Services at the Venue. You must not use any third-party caterers or bring (or permit or encourage guests to bring) any food or drink (including alcoholic drinks) into the Venue without Our prior written consent.
   4. You must notify your guests that as set out in clause 4.4 we are unable to guarantee that items on our menu are free from allergens.
3. Guest numbers and dietary information
   1. You must confirm the Final Guest Number at least 10 Days before the Event Date.
   2. The Total Price will be calculated on the Final Guest Number. Where the Final Guest Number is less than the Minimum Guest Number we will charge £50 for each guest below the Minimum Guest Number.
   3. Special dietary requirements should be notified to Us no later than 10 Days before the Event Date.
   4. Food and drink stated to be free of allergens are prepared in the same kitchen as food and drink containing those allergens. Whilst robust measures are in place to minimise the risk of cross-contamination we do not guarantee that food and drink supplied by us is free from allergens.
   5. Whilst we will do our best to assist you in dealing with last minute changes we do not guarantee that we will be able to cater for more guests than are notified in clause 4.1 above.
4. Charges and Payment
   1. You must pay:
      1. the hire fee upon signing this Agreement. The Event Date will not be reserved until we receive this.
      2. each of the Scheduled Payments on the dates set out in the Booking Form.
      3. the Final Payment no later than 4 weeks before the Event Date.
   2. We may issue an additional invoice after the Event for any further charges due calculated by reference to Our published price. Such Charges may include those payable for any final alterations to the Services, for guests attending the Event in excess of the number estimated by the Customer pursuant to clause 4.1, or for price increases set out in clause 5.4 below. Charges invoiced pursuant to this clause 5.2 shall be payable by the Customer within 7 days of receipt.
   3. All amounts due under this 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).
   4. We may increase the Per Person Catering Fee if:
      1. the Event Date is more than 12 months after the date of this Agreement; and
      2. The index value of the Retail Prices Index published by the Office for National Statistics (or any successor body) increases by more than five percentage points in the period between the date of this Agreement and the date by which the Final Guest Number must be provided under clause 4.1 above.
   5. The price increase in clause 5.4 will be determined by multiplying (1) the Per Person Fee shown in the Booking Form by (2) the latest index value of the Retail Prices published by the Office for National Statistics (or any successor body) before the date by which the Final Guest Number must be provided under clause 4.1 above and dividing the result by (3) the latest index value of that index before the date of this agreement.
   6. If you would like to undertake a tasting before your Event we will charge two starters, two main courses, two desserts, two red wines and two white wines at 50% of the amount shown on our menus. Any additional items will be charged at the costs shown on our menu. The fee for your tasting will be added to the final invoice.
   7. Restocking fees. There is a 20% restocking fee for any wine ordered and subsequently refunded in excess of ¾ bottle per adult guest.   
      e.g. 100 adults, 100 bottles of wine ordered. 70 bottles consumed   
      Refund due on 30 bottles, 5 bottles full refund, 25 bottles (the bottles over the ¾ bottle threshold will be refunded minus 20% restocking fee)
5. Insurance
   1. As a condition of this Agreement, You must obtain a policy of insurance which includes at a minimum full cover for all of the expenses that You will incur to Us if the Booking is cancelled under clauses 7 or 10.
   2. If you are unable to obtain a policy of insurance you must notify Us of this as soon as possible.
6. Cancellation
   1. Subject to clause 8 We may cancel the Booking with immediate effect by giving You or Your authorised representative notice in writing if:
      1. You do not pay the hire fee, each of the Scheduled Payments or the Final Payment on or before the dates on which each payment falls due.
      2. You do not pay any other amount due under this Agreement by the date on which it is due.
      3. You do not provide a copy of the insurance policy You are required to obtain under clause 6
      4. You do not provide any information which We reasonably require from You to carry out our obligations in this Agreement within a reasonable period of time after We have requested it.
      5. You ask Us to do anything which in Our opinion
         1. may result in a breach of Our lease of the Venue or any licence from the local authority, or
         2. which would be a nuisance, annoyance, inconvenience or disturbance to any other customers or any owner or occupier of neighbouring property.
      6. You commit, or indicate that You may commit, a material breach of any term of this Agreement.
      7. You or any of Your guests commit any behaviour which in Our opinion is threatening, abusive or derogatory behaviour towards Our staff.
   2. Subject to clause 8 You may cancel the Booking at any time by notice in writing to Us.
   3. A cancellation under clause 7.2 will be effective from the date on which We confirm receipt of the notice of cancellation.
   4. A notice under clause 7.2 given by one of the Clients listed in the Booking Form is deemed to be given for and on behalf of each of the other Clients listed in the Booking Form.
   5. If the Booking is cancelled under clause 7.1 or clause 7.2 We will not be liable to You for any costs, damages, lost deposits or other liabilities to any third parties incurred by You as the result of the cancellation of the Booking.
   6. Cancellation of the Booking shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued in respect of this Agreement or any breach of this Agreement and which existed at or before the Date of Cancellation.
7. Payments and Refunds following Cancellation under Clause 7
   1. You agree that the Cancellation Costs set out in Schedule 2 are a genuine pre-estimate of the costs that We will have incurred in planning and preparing for the Event and the losses that We will incur if the Booking is cancelled within the dates specified.
   2. If the Booking is cancelled under clause 7.1 or clause 7.2 then You must pay the Cancellation Cost listed in Schedule 2. Any Scheduled Payments that have been received by Us before the Cancellation Date will be set against the Cancellation Cost.
   3. If the total of the Scheduled Payments received by Us by the Cancellation Date exceeds the Cancellation Cost We will refund the excess to You within 14 days of the Cancellation Date. We may pay this refund to any of the clients listed in the Booking Form.
   4. If the total of the Scheduled Payments received by Us by the Cancellation Date is less than the Cancellation Cost You will pay the shortfall to Us within 14 days of the Cancellation Date.
8. Change of Event Date
   1. We may at Our sole discretion allow to You change the Event Date if:
      1. The request to change the Event Date is made more than 12 months before the current Event Date;
      2. The new proposed Event Date is no later than 6 months after the current Event Date; and
      3. You pay the Transfer Fee of £350 within 7 days of the date on which We confirm that We agree to the change the Event Date.
   2. A change of the Event Date under this clause will not alter the obligation to pay the Cancellation Cost in clause 8 and Schedule 2 which shall be calculated from the original Event Date in the Booking Form and not from a later agreed Event Date.
9. Unexpected Events
   1. Provided We have complied with clause 10.2 if We are prevented, hindered or delayed in or from substantially performing any of Our obligations under this Agreement by an Unexpected Event We shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations and the time for performance of such obligations shall be extended accordingly.
   2. As soon as reasonably practicable after We become aware of the Unexpected Event We may notify You in writing of:
      1. the Unexpected Event;
      2. the likely effect of the Unexpected Event on Our ability to perform Our obligations under this Agreement; and
      3. where appropriate Our proposals to mitigate as far as is reasonably possible the effect of the Unexpected Event.
   3. If in Our opinion We are unable to take steps to satisfactorily mitigate the effect of the Unexpected Event We may cancel the Booking with immediate effect by giving You or Your authorised representative notice in writing.
   4. If Our proposals to mitigate the effect of the Unexpected Event are unsatisfactory You may cancel the Booking by giving Us written notice.
   5. If a Booking is cancelled under clause 10.3 or clause 10.4 We will refund to You the total of the Schedule Payments We have received up to the Cancellation Date less:
      1. The overheads, costs and expenses We have incurred in relation to the Booking up to the Cancellation Date; and
      2. The actual or estimated overheads, costs and expenses We will incur in relation to Your Booking after the Cancellation Date and which We are unable to avoid or cancel.

An indication of the likely level of those costs in shown in Schedule 2.

* 1. If the total of the Scheduled Payments received by Us by the Cancellation Date falls short of the expenses listed in clause 10.5 You will pay the shortfall to Us within 14 days of the Cancellation Date.

1. General
   1. The right to cancel in Part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply to this Agreement because it is a contract for services related to leisure activities and catering for a specific date under Regulation 28.
   2. **Limitation of Liability**
      1. Our liability under this Agreement is limited to our insurance cover for individual claims not exceeding £5,000,000.00 per claim.
      2. The restrictions on liability in this clause apply to every liability arising in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
      3. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:
         1. death or personal injury caused by negligence; and
         2. fraud or fraudulent misrepresentation.
      4. Subject to clause 11.2.3, We shall not be liable for:
         1. the death of, or injury to You, Your employees, contractors or any other guests or invitees to the Venue; or
         2. damage or theft of any property employees, contractors or other guests of invitees to the Venue except to the extent that such damage or theft arises from Our negligence.
      5. Unless You notify Us that You intend to make a claim in connection with this Agreement within the notice period, We shall have no liability for that claim. The notice period for a claim shall start on the day on which You became, or ought reasonably to have become, aware of the incident giving rise to the claim and shall expire three months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.
   3. **Assignment and other dealings**
      1. You may not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without Our prior written consent.
   4. **Entire Agreement**
      1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
      2. Each party acknowledges that in entering into this Agreement it does not rely on and shall 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
   5. **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
   6. **Severance.** If any provision or part-provision of this 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 11.6 shall not affect the validity and enforceability of the rest of this Agreement.
   7. **Notices**
      1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
         1. delivered by hand or by pre-paid first-class post or other next working day delivery service at the address in the Booking Form; or
         2. sent by email to the address specified in the Booking Form.
   8. **Third party rights.** This Agreement does not give rise to any rights under this Agreements (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

1. Our Costs if Your Booking does not Proceed
   * + - 1. The Cancellation Cost payable under clause 8.1 are calculated as follows:

|  |  |
| --- | --- |
| **Cancellation Date** | **Cancellation Costs calculated as a percentage (%) of the Total Price** |
| More than 12 months before the Event Date | 20%, or £500, whichever is greater. |
| Less than 12 months but more than 9 months before the Event Date | 25% of the Total Price or £1,000, whichever is greater. |
| Less than 9 months but more than 6 months before the Event Date | 50% of the Total Price |
| Less than 6 months but more than 3 months before the Event Date | 60% of the Total Price |
| Less than 3 months but more than 1 month before the Event Date | 65% of the Total Price |
| Less than 1 month before the Event Date | 75% of the Total Price |
| Less than 10 days before the Event Date | 100% of the Total Price |
| **Please Note:** For very late cancellations of less than 10 days, You may also be required to compensation Us for additional unavoidable costs We incur as a result of Your cancelled Booking, if Our costs exceed the above Cancellation Costs. For example, if We have already purchased perishable products for Your Booking based on Your catering requirements. | |

* + - * 1. in paragraph 1.1 of this Part of this Schedule the Event Date is taken to be the original event date and not any later event date as set out in Clause 9.2 of this Agreement unless We have agreed otherwise in writing when the change of the Event Date was confirmed.