

## **TERMS AND CONDITIONS**

### **1. Definitions**

In these terms of trade the following words shall have the following meanings: "the Company" means "Compass Contract Services (UK) Limited trading as "Leith's""; "the Customer" means the person, firm or company that engages the Company to provide the Services at Hatfield House "the Services" means the provision of catering services, function services and supply of consumables; "Consumables" means the food, drink, wines, spirits and tobacco supplied by the Company at the Event; "the Event" means the banquet, function, conference or specified occasion, the date of which has been agreed by the parties and at which the Company is engaged to provide the Services; "the Room Hire Charge" means the amount payable by the Customer for the hire of a room or rooms at Hatfield House as specified on the first page of these terms and conditions; "the Hire Period" means the date(s) and times specified on the first page of these terms and conditions.

### **2. Consumables**

- a) The Company has the sole right to the provision of the Services in its designated areas at the Event and no consumables may be brought into these areas. Where, with the Company's consent, Customers consume their own beverages, a corkage charge shall be applied.
- b) All listed drinks are sold on a sale or return basis and the Company reserves the right to charge for all opened bottles, even if unconsumed.
- c) When Consumables are charged on a consumption basis, the Customer shall check the opening and closing of stocks of Consumables in the presence of the Company's representative(s). In the event of a Customer refusing or delaying to do so, the figures recorded by the Company shall be conclusive.
- d) It is the Customer's responsibility to notify the Company of its authorised representative(s) for the Event and to ensure that all orders of Consumables are signed for by the authorised representative of the Customer. Where the Customer fails to notify the Company of its authorised representative(s) or orders are placed by persons other than a Customer's authorised representative, the figures recorded by the Company shall be conclusive and the Customer shall be bound to pay the charges for the Services. The Company will not accept any adjustments to the price unless this procedure is followed.
- e) All Consumables offered are subject to availability. Where Consumables are not available, all reasonable endeavours will be made to offer a substitute.

### **3. Numbers Attending**

- a) At the time of booking the Customer shall provide details of the number of persons attending the Event overleaf.
- b) The Customer shall confirm the Expected Numbers attending not less than 3 weeks prior to the Event and final catering numbers 4 working days (excludes Saturday and Sunday) before the Event. Final menus are expected to be confirmed no later than 10 working days prior to the event. Charges for the Services will be based on that number or the number actually attending, if greater. If the Company provides the Services for any number less than the Guaranteed Minimum Number previously advised on the front page of these terms and conditions, the Company's charge to the Customer based on the number previously advised will nevertheless apply in full.
- c) The Minimum numbers stated on the front page are based on the number of adults. Children do not apply in the minimum numbers. Children are considered of 10 years and under.

#### **4. Room Hire**

- a) Any rooms or areas of Hatfield House made available to the Customer are by agreement with the Gascoyne Cecil Estates and are subject to payment by the Customer of the separate Room Hire Charge.
- b) The Customer will ensure that the Event will not be conducted and that its guests will not behave in a way which will or may constitute a breach of the law or cause a nuisance or be an infringement of any justices licence held by the Company or Hatfield House. In particular (but without limitation) the Customer shall ensure that there is no illegal betting or gaming.
- c) The Company reserves the right to exclude or eject any persons from the Event or Hatfield House who it shall reasonably consider to be objectionable (including any person engaged by the Customer to provide entertainment or perform any other duties at the Event). The Customer will be liable for any liability or damages arising thereby and shall indemnify the Company accordingly save where the Customer establishes negligence or bad faith by the Company.
- d) At the end of the Hire Period the Customer shall remove from Hatfield House anything which the Customer has brought into the premises at Hatfield House for the purposes of or in connection with the Event and shall ensure that all rooms used are clean, undamaged and free from rubbish.
- e) If, in the opinion of the Company, the Customer has failed to comply with clause 4 d above, the Company may, in place of the Customer but at the Customer's expense, do all that is necessary to comply with that clause.

#### **5. Charges**

- a) All charges for the Services will be the charges quoted by the Company at the time of booking or where no charge is quoted, the charge listed in the Company's published price list at the date of acceptance of the Customer's booking.
- b) All charges are subject to Value Added Tax at the current rate.
- c) All payments are required in pounds Sterling.
- d) The Company requires a non-refundable deposit payable at the time of booking, such deposit being equal to the full amount of any room hire charges payable to the Company. The balance amount due (after deduction of the deposit) is payable no less than three weeks prior to the date of the Event as specified on the first page of these terms and conditions. The Company reserves the right to cancel the provision of Services to any Event for which deposits have not been paid by the due dates.
- e) The Company reserves the right to make additional charges for Events commencing before or after the operating hours of 07.30am – 11.30pm (guest departure by midnight).
- f) Customers shall pay any additional charges outstanding after the Event within 14 days of the invoice date. The Company reserves the right to charge interest on overdue accounts at a rate of 2% per month.
- g) All queries relating to amounts invoiced must be notified in writing to the Company within 7 days of the date of the Event invoice.
- h) If the Customer fails to make payment of any charges on the due date then, without prejudice to any other rights or remedy available to the Company, the Company shall without liability to the Customer, be entitled to cancel the provision of the Services and any orders for future Services from the Customer and charge the Customer all charges outstanding and the cost of recovery of payments outstanding.

## **6. Cancellation by the Company**

- a) The Company may cancel the provision of the Services to an Event and forthwith terminate this Agreement and the rights granted to the Customer if:-
- (i) Hatfield House or part of Hatfield House has had to be closed for reasons beyond the Company's control; or
  - (ii) The Customer is already in arrears with any payment due to the Company; or
  - (iii) The Customer is in breach of any of these terms and conditions and fails to rectify such breach within 7 days of written request so to do by the Company ; or
  - (iv) A petition is presented or a resolution is passed for the winding up of the Customer (except for the purpose of a reconstruction, amalgamation or members voluntary liquidation); or the Customer stops or threatens to stop payment of its debts or ceases or threatens to cease to carry on its business; or
  - (v) An encumbrancer takes possession or a Receiver is appointed over the whole or part of the assets or undertaking of the Customer; or
  - (vi) The Customer is unable to pay its debts within Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
  - (vii) An application is made to the Court under Section 9 of the Insolvency Act 1986 for an Administration Order in relation to the Customer or if the Customer passes a resolution for the making of any such application to the Court; or
  - (viii) A proposal is made under Section 1 of the Insolvency Act 1986 for a voluntary arrangement in relation to the debts or affairs of the Customer; or
  - (ix) The Customer shall convene a meeting of or propose to enter into any arrangement with its creditors generally; or
  - (x) The Customer (being an individual) is adjudicated bankrupt or dies;

## **7. Cancellation by the Customer**

- a) A confirmed booking shall only be deemed to be cancelled when the Company receives written notification of the cancellation.
- b) Where a customer cancels the provision of the Services, in addition to the loss of the deposit, the Customer shall pay to the Company the following charges:-
- (i) Over 18 weeks notice of cancellation – No cancellation charge
  - (ii) Between 18 and 12 weeks notice of cancellation – 10% of full charge
  - (iii) Between 12 and 8 weeks notice of cancellation – 25% of full charge.
  - (iv) Between 8 and 2 weeks notice of cancellation – 50% full charge.
  - (v) Less than 2 weeks notice of cancellation - 100% of full charge
- c) Any costs incurred by the Company on behalf of the Customer in procuring facilities, services or equipment additional to those included in the menu package price will be payable in full by the Customer irrespective of the period of notice of cancellation.

## **8. Liability**

- a) The Company shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Services if such delay or failure is due to any cause beyond the Company's reasonable control.
- b) The Company shall have no liability to the Customer for any consequential loss to the Customer arising out of or in connection with the provision of the Services pursuant to the Contract (except in respect of death or personal injury resulting from the negligence of the Company) and the total liability of the Company for any other loss of the Customer shall not exceed the price payable by the Customer for the Services.

- c) All goods of any kind placed in the care of the Company are entirely at the owner's risk.
- d) The Customer shall be liable for any loss, damage, personal injury or death arising out of or in connection with the Event, except to the extent that such loss, damage etc. is caused by the negligence of the Company, its servants or agents and the Customer indemnifies the Company against any claim brought against the Company in relation to any such matters.

**9. Insurance**

- a) The Customer shall take out before the Event and maintain during the Hire Period insurance in respect of its liabilities under these terms and conditions with an insurer approved by the Company and for an amount of cover not less than two million pounds sterling.
- b) The Customer shall, at the request of the Company, produce before the Event a certificate of such insurance for inspection by the Company.

**10. General**

- a) No variation to these terms and conditions shall be effective unless agreed in writing and signed on behalf of the Company and the Customer.
- b) These terms and conditions shall prevail over any conditions offered by the Customer.
- c) If the expression "the Customer" includes more than one person those persons shall be jointly and severally liable under these terms and conditions.
- d) Any access required before 07.30hrs (8.00hrs on Sundays/Bank Holidays) may incur a minimum staffing charge of £150 + VAT.
- e) The provision of linen, cutlery, crockery and glassware are included within all menu prices quoted. Specialist equipment may be hired at an additional charge.
- f) The use of confetti, rice or petals of any type within Hatfield Park is not permitted.
- g) The use of fireworks and unmanned aircraft (including drones) within Hatfield Park is not permitted.
- h) No naked flames/candles are allowed in the function rooms in Hatfield House (but battery powered candles are permitted).
- i) Smoking and drinking are not allowed in the Knot Garden but are allowed on the terrace overlooking the Knot Garden and on the Old Palace Green. Guests should use the ashtrays provided. Access to the Knot Garden is restricted and use of this area will be at the discretion of the Estate.
- j) Children in the Knot Garden should be accompanied by an adult. Children are not allowed to play in the Knot Garden.
- k) These terms and conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising.