

CONDITIONS OF BOOKING THE H SUITE EDGBASTON

THE VENUE EDGBASTON/CENTENNIAL CENTRE
CENTENNIAL CENTRE 2014 LTD (COMPANY)

1. The agreement between us will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the client purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever.
2. The agreement sets out the entire agreement and understanding between the client and the Company in connection with the sale of goods and provision of services and shall supersede and replace all documentation previously issued by the Company purporting to set out its terms and conditions.
3. Any variation to these Conditions and any representations about the goods or services supplied under this agreement shall have no effect unless expressly agreed in writing and executed by a director of the Company.
4. In the event of cancellation of any bookings by a client the client shall pay to the Company a cancellation fee calculated as follows:
 - (i) the total loss of revenue if notice of cancellation is received less than one week prior to the commencement of the function;
 - (ii) 75% of total revenue if notice of cancellation is received between 5 weeks and 1 week prior to the commencement of the function;
 - (iii) 50% of total revenue if notice of cancellation is received between 13 weeks and 5 weeks prior to the commencement of the function; or
 - (iv) 30% of total revenue if notice of cancellation is received between 26 weeks and 13 weeks prior to the commencement of the function; provided always that the amount of cancellation fees payable may be waived or reduced by the Company, such waiver or the amount of any reduction is at the sole discretion of the Company.
5. The Company may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the client) immediately suspend further performance of the agreement or cancel any outstanding provision of the services or delivery of the goods or by notice in writing to the client terminate the agreement without liability to the Company if:
 - (a) the client commits a material breach of any of its obligations under the agreement;
 - (b) the client becomes, or the Company reasonably anticipates the client will become, insolvent or enters into an agreement with its creditors;
 - (c) the client ceases, or threatens to cease, to carry on business.Notwithstanding any such termination or suspension in accordance with these Conditions the Client shall pay at the agreed rate for all goods delivered or services provided up to and including the date of suspension or termination of the agreement of any contract for whatever reason shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any such owing or to become owing to the other.
6. All accounts are payable within 14 days of date of invoice, amounts invoiced must be paid in full without any set-off or counter claim.
7. Unless otherwise agreed in writing the price for goods and/or services supplied under this agreement shall be exclusive of any value added tax or similar taxes or levies.
8. Any quotation or estimate made by the Company is given subject to these Conditions. Without prejudice to the Company's right not to accept an order, quotations will be valid for 14 days from date of issue.
9. Unless a credit facility has been granted to a client, in writing, then a pro-forma account (payment in advance) must be settled in full not later than 28 days before the function, the balance of any outstanding extras to be settled within 14 days of date of final invoice. Should the pro-forma account not be settled in full by 28 days prior to the function, the Company may treat the booking as having been cancelled by the Client. All functions booked by an Agent, for and on behalf of a Principal, should note that the Principal and Agent will be jointly and severally liable for payment of the entire fee/invoice. All payments to be made to the Centennial Centre Ltd.
10. The Company reserves the right to levy a bond in respect of potential damage, misuse, unacceptable cleanliness of the facilities. A whole or part thereof may be returned at the discretion of the Company.
11. The Company reserves the right to charge interest at the rate of 2.5% per month compounded monthly on all overdue amounts.
12. Minimum numbers attending functions must be notified to the Company 5 working days prior to the commencement of the function. Final numbers attending functions must be notified to the Company 2 working days prior to the commencement of the function. The final number notified will be the minimum figure charged, subject to numbers not falling below the minimum contracted.
13. The Company does not hold a Civil Wedding License.
14. The Company shall not be liable for any delay in performing or failure to perform its obligations as a result of fire, shortage of labour or food suppliers, non performance of contractors, strikes, industrial disputes or any other causes beyond the reasonable control of the Company.
15. The Company shall not be liable to the client for any loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise) which arises out of or in connection with the agreement, or for any liability incurred by the client to any other person for any economic loss, claim for damages or awards howsoever arising from the goods and services supplied or otherwise. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to 150% of the price of the goods and/or services supplied under this agreement. The price of the goods and/or services supplied under this agreement has been calculated on the basis that the Company will exclude or limit its liability as set out in the Contract and the client by placing an order agrees and warrants that the client shall insure against or bear itself any loss for which the Company has excluded or limited its liability in the Contract and the Company shall have no further liability to the client. Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence, or for fraudulent misrepresentation.
16. The Company reserves the right to require payment of a non returnable deposit at any time prior to the holding of a function, the amount of which will be determined by the Company. Should the client fail to pay such deposit within 7 days of being requested to do so the Company may treat the booking as having been cancelled by the client.
- 17(a) The client shall be responsible for the orderly conduct of any function and shall ensure that nothing shall be done which will constitute a breach of the Law or in any way cause a nuisance or be an infringement of, or occasion or render possible, a forfeiture or endorsement of any license for the sale of alcohol or for music and dancing.
- 17(b) If in the Company's opinion there is risk of disruption to the organization, neighbourhood, possibility of protest, damage or disruption to the venue, public safety or personnel, breaching the premises license or bringing in anyway the company into disrepute, the venue has the right to cancel without notice such an event, with no liability of costs relating to the client.
18. In the event that the agreement is terminated by either party or the client cancels a booking that the Company has made on its behalf, for entertainment, car hire, equipment or otherwise, all cancellation charges shall be met by the client.
19. The Company reserves the right at all times to alter or change the rooms or accommodation to be provided to the client for the purposes of the function, provided that such alterations or change are notified in writing to the client, and do not materially affect the function.
20. The client will not do or omit to do, nor allow its employees or agents to do, anything that would cause a breach of Fire Regulations or would be reasonably deemed to cause an increased risk of the occurrence of a fire or otherwise affect the safety of all persons in or about the premises. The client will ensure that all gangways, exits and entrances are kept free from obstruction and in respect of fire exits are visible at all times.
21. Unless previously agreed otherwise in writing between the Company and the client, the client will ensure that no food or beverage of any kind whatsoever are brought on to the Company's premises by any persons attending the function and the client will advise such persons accordingly. For the avoidance of doubt, the Company Alcoholic Beverage Licence requires the Company to request proper identification of any person of questionable age and refuse alcoholic beverage service, if the person is either under age or proper identification cannot be produced. The Company reserves the right to refuse alcoholic beverage service to any person who in their judgement appears to be intoxicated.
22. Where the Company has given written permission for the client to use the services of separate caterers independent of the Company for the purposes of speciality functions, the client warrants that the client will:
 - (a) ensure that all applicable licensing laws and any conditions attaching to the licensing of the Company or the caterer are complied with;
 - (b) observe and comply with all regulations and requirements relating to food and the preparation thereof including hygiene and safety or other requirements affecting catering premises (whether statutory or otherwise);
 - (c) ensure that all security requirements at the premises of the Company are complied with by the caterer;
 - (d) ensure that the caterer holds valid insurance cover with reputable insurers in an amount of at least £1 million or such greater figure as may be deemed reasonably necessary to meet any legal liabilities to third parties that may arise by reason of the provision of the services provided by the caterer, and will produce to the Company a copy of such insurance for approval, the terms of which are to be acceptable to the Company as a pre-condition to permitting the independent caterer to provide its services; and
 - (e) the client will at all times ensure that the caterer will provide catering services in a professional manner so as to offer a high standard of catering commensurate with that provided by the Company.
23. Nothing in this agreement shall be deemed to have given the client a licence or any other right to use any of the intellectual property rights of the Company (including without limitation trademarks and logos).
24. The client shall commence the function at the time agreed with the Company, and where the Company incurs additional costs due to the failure of the client to reasonably comply with its obligations, the client shall reimburse the Company such additional costs incurred by the Company.
- 24.1. The client shall indemnify the Company against all costs, charges, claims, expenses, demands and liabilities incurred by, or made against, the Company as a result of the negligence or willful default of the client, its agents or any of its guests.
- 24.2. Where the client requests the Company to arrange for the provision of third parties of goods and/or services on the client's behalf the Company shall do so as the agent of the client, and the client shall fully indemnify the Company against all liabilities arising out of the use of such third parties.
- 24.3. The client shall indemnify and hold harmless the Company against the restoration of all damage to the premises by the client, its employees or persons attending the function.
- 24.4. The client shall indemnify and hold harmless the Company against all liability for death or personal injury caused by the negligence of the client, its agents or employees.
- 24.5. The Management of the company reserves the right to eject the client or guests of the client, for disruptive behavior.
25. The client and its agent and employees shall not without the prior consent of the Company, install or leave on the premises of the Company any mechanical, electrical or other equipment. The client shall ensure that such equipment is compatible with the Company's power supplies and other equipment and appliances, and is installed and operated in a safe and efficient manner.
26. The Company shall not be responsible for any loss, damage or theft of equipment left on the premises by the client or any agent or employee of the client. The client shall ensure that the equipment is at all times safely and securely stored.
- 27.1. A person who is not a party to this agreement (including without limitation any employee, officer, agent, representative or sub-contractor of either party) shall not have any right to enforce any term of this agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Company and the client.
- 27.2. The Company reserves the right to object to the employment by clients/ customers of musicians, photographers or the like, and the right to approve any publicity material the customer may use.
28. This agreement shall be governed by English law. All disputes or claims arising out of or relating to this agreement shall be subject to the exclusive jurisdiction of the English courts.
29. Definitions
- 29.1. The client means the person, firm, company or other organisation, party to the Agreement as specified in the contract details.
- 29.2. The function means the banquet, conference or other event booked by the client under this agreement.
- 29.3. Revenue means the total income being the greater figure derived from food, liquor, room hire and other such charges as stated within the contract, the contract plus communications from client either written or verbal, or in the absence of a specification, the minimum guaranteed numbers based on any prior year or similar event on behalf of the client.
- 29.4. Revenue specifically excludes third party goods and services, which for the avoidance of doubt will be charges according to the contract, or cancellation contract of the third party. Website Conditions
30. The following additional conditions shall apply to the parties when the agreement involves the design and/or hosting by the Company for clients of a website, and these shall apply in addition to the conditions above.
- 30.1. The client shall grant to the Company a licence to use any copyright and other intellectual property owned by the client which the parties agree the Company may use in the design of the website, and the client shall indemnify the Company against any costs, claims, demands, damages and expenses arising from any claim that the use of such intellectual property infringes the intellectual property rights of a third party, and from any criminal or civil claim brought against the Company due to the nature of any material on the website being allegedly contrary to the civil or criminal law, including without limitation the law of defamation and shall give the Company reasonable assistance in the defence of any such claim.
- 30.2. Subject to condition 30.1 above, the client agrees that the copyright and all other intellectual property rights in the website belong to the Company, and it shall not attempt to use or exploit any such right except with the permission of the Company.
- 30.3. The Company shall not be liable for any costs, claims, demands, damages and expenses arising out of any failure in the use, performance, accuracy, design or functionality of any website designed by the Company for the client or any hardware on which the website is hosted or accessed, whether or not owned by the Company, which:
 - (a) leads to a reduced number of bookings to be placed than would otherwise have been placed;
 - (b) causes or assists any loss or corruption of data which was or should have been collected on or through the Website which causes loss to the client;
 - (c) causes or assists a loss in the reputation of the client; or

- (d) causes or assists any other loss to the client in any other way;
and the Company shall not be liable for any direct or indirect loss, including for the avoidance of doubt, any loss of profit caused accordingly. The Company shall also not be liable for any loss caused by anything beyond its reasonable control, including but not limited to losses caused by viruses, any failure in the World Wide Web, and the failure of any internal system of the Company or external system or internet service provider upon which the normal operation of the website depends.
- 30.4 The client shall provide the Company with all assistance reasonably requested by the Company so that the Company can comply with any obligations under the Data Protection Act 1998 and any other legislation, in relation to the design, construction and use of the website.
- 30.5 Unless otherwise agreed, the Company shall not provide the client with support or maintenance services in respect of the website.
- 30.6 Money Laundering
The Seller is required to comply with legislation and regulations designed to combat the laundering of proceeds of crime. As a result the Seller:
reserves the right to require the Purchaser to produce satisfactory evidence of identity and to withhold deliveries until that evidence is received:
may be required to notify the appropriate authorities of issues relating to the Purchaser's affairs:
may be obliged to cease trading with the Purchaser (temporarily or permanently) but be unable to explain why:
and reserves the right to refuse to accept cash payments.
The Seller shall have no liability to the Purchaser for any losses that may be incurred as a result of all or any of the above.
- 31 COVID-19 -
Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. You [organiser] acknowledge that COVID-19 may require us to take one or more of the following measures for the safety of our staff and the safety of delegates attending the event to which this booking relates:
(a) impose maximum delegate numbers at the event;
(b) limit food or drink availability;
(c) impose specific requirements regarding personal protective equipment such as the wearing of masks;
(d) limit any planned entertainment for your event;
(e) designate alternative entrance and exit routes
In some circumstances we might consider revising your booking fee. If we are obliged due to specific Government restrictions, to close our venue, we may offer you an alternative date for the event but if that cannot be agreed the booking will be deemed cancelled and your deposit will be returned in full with no further payment required.
If you are unable to provide the agreed delegate numbers because of infections or travel restrictions, then we will offer you either a proportionate reduced fee for the event or agree to cancel the booking and return your deposit and any additional sums already paid in accordance with MIA guidelines. If delegate numbers decrease below 70% of the contracted number (notified by the organiser in writing a minimum of 15 working days prior to event), we reserve the right to cancel the event.