

Terms and Conditions at Wellington Park

L.M.H.A. trading as Wellington Park ("WP") ask all Clients to be aware that these conditions apply to ALL contracts for the provision of goods and services to the exclusion of all other terms, including any which the Client may purport to apply or which may appear in any promotional literature or may be verbally made with any member of the WP staff

1. Bookings

- 1.1 Bookings will be treated as provisional until written confirmation is sent by the Client to WP, which should be within 10 Days of the original booking and must be made on the "Booking Form". WP will then acknowledge receipt by way of confirmation. The booking is NOT confirmed until WP has sent the acknowledgement.**
- 1.2 WP will treat the number of guests detailed in the Booking Form as provisional subject to receiving confirmation of approximate numbers (the "Estimated Numbers") no later than 21 days before the function.**
- 1.3 Final numbers ("Final Numbers") should be notified to WP no later than 7 days prior to the date of the function. If the Client does not confirm the Estimated Numbers or the Final Numbers WP shall be entitled to calculate the amount payable by the Client based on the Provisional Numbers if the function is cancelled or the Estimated Numbers if no Final Numbers are received on time, or if the Final Numbers are reduced by more than 10% of the Estimated Numbers.**
- 1.4 Bookings made more than 9 months in advance may be subject to price alteration without prior notice. If prices are substantially increased prior to the function WP will give the Client 7 days notice thereof and the Client shall be entitled to cancel the Booking within 7 days thereafter by written notice. In the event that the Client does not serve notice of cancellation then the Booking shall continue on these terms.**

2. Cancellation of Function

- 2.1. Should the Client cancel the function a charge will be made calculated as a percentage of the total booking value in accordance with the following scale: Cancellation/Notification Period Percentage From 6-3 months prior to event 25% 3 months - 28 days prior to event 30% 27-14 days prior to event 50% 13-8 days prior to event 75% 7 days or less prior to event 100%**
- 2.2 All reductions in numbers shall be confirmed in writing by the Client**
- 2.3 Any special costs incurred by WP, that would not have been otherwise incurred, will be charged in the event of cancellation unless WP are able to mitigate the loss.**
- 2.4 The function rooms can only be reserved on the basis of a minimum of guests. WP will inform the Client of the minimum number and if at any time the minimum number falls below that number WP reserve the right to charge for the minimum number or alternatively to change the function suite without any liability whatsoever.**
- 2.5 For the purposes of cancellation a day shall mean Monday to Friday between the hours of 9 a.m. and 5 p.m. Any cancellation made out of these hours will be deemed to be made the next working day.**

3. Deposits and Payments

- 3.1 WP reserve the right to require a deposit at any time and if the same is not paid within 7 days of the request being made then WP may treat the booking as cancelled by the Client without any liability whatsoever**
- 3.2 All deposits shall be non-refundable except at the discretion of WP.**
- 3.3 WP may request payment of the estimated value of the function at least 7 days prior to the event or on the evening of the function and /or may request a schedule of payments to be made.**
- 3.4 When full payment is required prior to the event, the amount of the invoice delivered by WP must be received within 7 days of the request. In the event that WP allows credit all invoices shall be paid by the Client within 28 days of the date of the invoice**
- 3.5 Interest on overdue accounts may be charged to the Client by WP at its discretion from the date the payment falls due to the actual date of payment at the rate of 4% over the Base of Lloyds TSB Plc from time to time and shall continue to accrue after any Court judgement.**
- 3.6 Cheques shall be made payable to "Wellington Park". In the event that the Client wishes to pay by credit charge WP shall be entitled to charge the Client a surcharge of 2.5% for amounts under £1000.**

4. Damage to Property/Fixtures and Fitting.

- 4.1 The Client will NOT, without the previous consent of WP: -**
 - 4.1.1 Fix any bolts, nails, tack, screws etc in the premises or any part thereof**
 - 4.1.2 Fix any additional lights or extensions from the existing lights or sound fittings either internally or externally to the premises**

4.1.3 Display any Flags, emblems or other decorations either internally or outside any part of the premises and the Client shall forthwith remove any flags or other decorations which the WP may have permitted to be displayed but which when displayed are, in the opinion of the Chief Executive of WP unsightly, offensive or for any other reasonable cause.

4.2 The Client shall be responsible for all damage caused to the allocated function rooms, conveniences or the fittings and furnishings, utensils and equipment therein or to Wellington Park generally, caused either directly or indirectly by any act, default or neglect of the Client, subcontractor, employee or guest of the Clients and shall pay to WP the amount required to make good or remedy such damage. The Client shall pay the amount of such damage within 7 days of demand.

4.3 WP shall not be responsible for the personal effects and property of the Client, subcontractor employee or guest brought onto the premises by them and the Client should arrange such insurance as the Client deems advisable in those circumstances at the Clients own cost.

4.4 Subject to the policy of Insurance of WP (the terms and conditions of which are available on request) WP shall not be responsible to the Client for any personal injury and damage to the Client, subcontractor, employee or guest but this shall not exclude the Clients statutory rights to protection at law relating to any defect in the premises.

5 Corkage / Food

5.1 No wines, spirits or food may be brought into the allocated rooms or onto the premises generally of Wellington Park by Clients or guests for consumption on the premises. All beverages and food must be purchased from WP.

5.2 In the event that WP allows wines to be consumed on the premises at a function then it will be at the sole discretion of WP and the Client must pay the corkage requested by WP before such wine is consumed.

6 Generally

6.1 The Client shall not sublet "Wellington Park" or any part of it. The Booking shall not confer upon the Client any legal licence whatsoever to occupy the premises as of right and the Client shall immediately vacate the premises at the request of the Duty Manager.

6.2 WP shall not be liable to the client for any loss due to breakdown of machinery, failure of gas or electricity supply, leakage of water, fire, Government restriction or Act of God, which may cause WP to be temporary closed or the function to be interrupted or cancelled.

6.3 The right of entry to the allocated function rooms or any part of Wellington Park is reserved to WP its servants agents and persons authorised by it and to any Police Officer at any time during the function or times when the room or rooms are being used by the Client

6.4 The Client shall take all necessary steps to ensure that good order is kept in the allocated function rooms and other parts of the premises being used by the Client at the time of the function and will assist WP to expel any persons attending the function (if necessary) to preserve good order. WP shall be entitled to charge the Client for any expense incurred for engaging Police Officers to preserve or restore order.

6.5 WP reserve the right, at its sole discretion, to transfer the function or hiring to another room or suite within the building of "Wellington Park" in the event of an emergency, or for any other good commercial reason, without any liability to the Client.

**6.6 All communications relating to the use of "Wellington Park" or any part of it shall be address to:
The General Manager, Wellington Park, Burlington Gardens, Church Road, Leyland PR25 3AB
Fax number 01772 453151: Telephone number: 01772 432881**