

# Standard Terms and Conditions



**These terms and conditions apply to all Events held at the Premises and you agree to be bound by them by booking an Event at the Premises as the organiser of that Event or purchasing tickets to attend an Event held at the Premises and organised by us or someone else.**

## **Definitions**

<b>Agent</b>	- means any person, company or unincorporated association acting as our sales agent in respect of Ticket sales.
<b>Customer(s)</b>	- means any person, company or unincorporated association booking an Event or purchasing Tickets to attend an Event at the Premises.
<b>Deposit</b>	- means the amount of money we ask you to pay and you agree to pay at the time of booking.
<b>Event</b>	- means any event, party, function, gathering, assembly, meeting or similar happening held at the Premises.
<b>Event Organiser(s)</b>	- means any person, company or unincorporated association organising an Event and contracting with Us as a Customer.
<b>The Premises</b>	- means the licensed function and banqueting premises situated at Leicester Warren Hall, Bexton Lane, Knutsford, Cheshire, WA16 9BQ.
<b>Price</b>	- means the price of any tickets, goods, food, beverages or services provided or to be provided by Us to You.
<b>Ticket</b>	- means entry to an Event organised by us held at the Premises for which payment must be made to Us or our Agent.
<b>We/Us/Our</b>	- means Tradcafé Limited (Company Number: 06427906) whose registered office is 12 Princess Street, Knutsford, Cheshire, WA16 6DD as operators of the Premises.
<b>You/Your</b>	- means the person, company or unincorporated association completing a booking form to hold an Event or purchasing Tickets to attend an Event at the Premises.

## **Terms Which Apply to All Customers**

1. In accordance with the provisions of the Consumer Protection (Distance Selling) Regulations 2000 you may (if you are a consumer for the purposes of those Regulations) have the right to cancel your contract with us in respect of the Event or Tickets. This right of cancellation lasts for a period of seven working days from the day after we send you confirmation of the contract between us (although this right automatically ceases once the Event has started). This right of cancellation shall not affect your statutory rights. Should you wish to exercise this right of cancellation please send confirmation to the contact details provided as part of the booking process.
2. If we accept your booking request and agree to enter into a contract with you, we may keep a record of the transaction for a period of 6 years.
3. All food and beverages consumed on the premises are only available from us (unless by prior agreement). It is not our policy to allow any Customers to provide their own food or beverages. If we do allow you to bring food or beverages onto the premises

or you bring or any person attending an event organised by you brings food or beverages onto the premises without our consent we reserve the right to make a reasonable and appropriate charge as if we had supplied the food which you agree to pay as a debt due on demand without deduction or set off as if it were a charge for the Event.

4. Food and beverages provided are subject to market availability and prices may be altered. In the event we need to alter the price after the contract is formed we will write to you and give you the opportunity of accepting the amendment of the price or an alternative ingredient or item at the original price agreed. Whilst we make every effort to produce the exact menu agreed, we reserve the right to alter particular ingredients or items on the menu if they are not available, and replace them with suitable alternatives. Many dishes contain dairy and nut products and on request we will make every effort to inform you of these ingredients, however, we cannot guarantee that any dish is free from or will not contain traces of these products. As we use fresh ingredients in the preparation of meals you are advised that fish may contain small bones and fruits may contain nuts, seeds and stones and we ask you take reasonable care when eating these foods. We will take all reasonable steps to comply with your requests for dietary requirements such as vegetarian or gluten free however we are unable to guarantee the suitability of any particular dish for an individual.
5. We operate a strict age policy in relation to the sale of alcoholic beverages and reserve the right to refuse to serve any Customer or any person attending an Event who cannot prove their age by way of International Passport, UK Photo Driving licence or Proof of Age Scheme Card with PASS accredited Hologram logo. We further reserve the right to refuse to serve any Customer or person whose behaviour is unruly or abusive at our sole discretion. Nothing in these Terms and Conditions shall oblige us to serve alcoholic beverages to anyone.
6. Any confirmation or agreement under or in connection with your booking must be made in writing (which shall include e-mail).
7. Nothing in these Conditions shall serve to limit or exclude our liability to you in respect of fraud or death/personal injury caused by our negligence.
8. Our liability (whether arising from an action in contract law, tort (including negligence) or otherwise) shall be limited as follows:
  - (a) we shall not be liable to you in respect of any loss of profit, loss of anticipated savings, loss of goodwill or injury to reputation, loss of business opportunity, loss suffered by third parties or any form of indirect, consequential or special loss;
  - (b) our total liability to you shall be limited to the amount of the Price paid by you.
9. If any provision of these Terms and Conditions is held to be invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected.
10. These Terms and Conditions and the written booking process referenced in these Terms and Conditions constitutes the entire agreement between us and you. In entering into a booking with us you acknowledge that you have not relied upon any statement or representation from us save as set out in these Terms & Conditions or as stated in writing as part of the booking process. No terms contained within any purchase order or purported by you in any correspondence shall form part of a contract between us unless agreed by us in writing.

11. No term of any contract between us arising from these Terms and Conditions is intended to confer a benefit upon or be enforceable by any third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
12. The language of any contract formed will be English. The Terms & Conditions shall be construed in accordance with English Law and you agree to submit to the exclusive jurisdiction of the English Courts.
13. We may change the terms upon which we make Events and Tickets available from time to time without notice to you and any subsequent booking requests you may make will be subject to those changes.
14. We use your personal information to keep you informed about events, news and offers, which we think will be of interest to you. We will also use your information to provide you email bulletins and other email alerts letting you stay up to date about relevant events and offers. We may also use the information to process any transactions you undertake with us and for internal administration and analysis. We do not sell, rent or trade your personal information to third parties for marketing purposes but we may make it available to other companies within the same group of companies as Tradcafe Limited. If you do not wish to receive such information and wish to have your details removed from our database you can write to us at any time to:

The Data Controller  
K8 Group Limited  
12 Princess Street  
Knutsford, WA16 6DD

15. In the event you do not pay us in accordance with these Terms and Conditions we reserve the right to charge where appropriate late payment charges and late payment interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

### **Terms Which Apply to Customers Organising Events**

16. Please review all of the information you have submitted or will submit in respect of your booking before you make any payment. By submitting a booking request you confirm that all of the information you submit is accurate, true and complete.
17. By submitting your booking request you are offering to enter into a contract for attendance at the Event. We will send you an e-mail or other written acknowledgement confirming that we have received your request. However, we reserve the right to reject any booking request we receive and a contract will only be formed when we send express confirmation of a booking to you by a subsequent e-mail or other written communication.
18. You must pay the Deposit within fourteen days from the day after we send you confirmation of the contract between us. We reserve the right to cancel the contract if you do not pay the Deposit. If the Event is scheduled to commence less than fourteen working days from the day after we send you confirmation of the contract between us then the Deposit is payable in full upon making the booking request and will be returned if we do not accept your request.
19. You must pay the full price of the Event (including all food and beverage consumed at the event) before the end of the Event or earlier if we request you to make earlier payment.

20. You agree to confirm the numbers attending an Event no later than 48 hours before the start of the Event. There shall not be an obligation on us to provide food or beverages to any persons attending an event over and above the number of persons you confirm. We shall however charge you and you agree to pay for the quantity and amount of food and beverages provided or the quantity and amount of food and beverages ordered whichever is greater.
21. In agreeing to purchase food and beverages from us you agree to make your guests attending the Event aware of the contents of clauses 3, 4 and 5 of these Terms and Conditions.
22. If an Event is cancelled by us we will credit the sum paid by you as soon as reasonably practical. If the time, date, venue or subject of the Event is changed subsequent to your booking, you will be notified and given the option to cancel your booking. Our liability is excluded pursuant to clause 8 herein.
23. We may (at our option) terminate the contract at any stage if it appears to us (acting reasonably) that you have not complied with these Conditions.
24. We reserve the right to cancel, suspend or vary the operation of our contract with you if events occur which are outside of our reasonable control without liability.
25. If you cancel the Event after we accept your booking the following charges will apply and you agree to pay as a debt due on demand without deduction or set off as if it were a charge for the Event:
  - **More than 12 months before the stated start of the Event** – Loss of Deposit.
  - **Within 12 to 6 months before the stated start of the Event** – 25% of the total Price.
  - **Within 6 months to 4 weeks before the stated start of the Event** – 50% of the total Price.
  - **Within 4 weeks to 7 days before the start of the Event** – 75% of the total Price.
  - **Within 7 days of the start of the Event** – 100% of the total Price.

You expressly agree that these cancellation charges shall apply irrespective of when an Event is booked and that all sums payable whether by way of forfeit of deposit or otherwise are a genuine pre-estimate of our loss.

26. Any typographical, clerical or other similar accidental error or omission made by us in respect of your booking shall be subject to correction without any liability on our part.
27. We agree to provide the Event using our reasonable skill and care. Except as otherwise provided in these Conditions, and except where the booking is made on behalf of a person dealing as a consumer (within the meaning of the Unfair Contract Conditions Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the booking of an Event is made on behalf of a person dealing as a consumer, nothing in these Conditions shall affect his or her statutory rights.
28. You will be liable for any loss or damage to equipment or property caused by your guests and you agree to pay as a debt due on demand without deduction or set off as if it were a charge for the Event. We will try to mitigate any losses as far as possible and will pass on any charges at cost.

29. We reserve the right to prohibit or limit the use of decorations brought on to the Premises by you including but not limited to flowers, balloons, streamers or similar if at our sole discretion any such decorations are unsuitable for use at the Premises.
30. You you may enter into a contract with disc jockeys, entertainers, musicians or other performers ("Act") to attend an Event organised by you at the Premises however you expressly agree that the following conditions apply and you will ensure that any Act booked by you complies with the same and you will be liable for any failure of any Act to comply:
- (i) any speaker or amplifier must not be situated directly onto the floor. All speakers and amplifiers must be mounted on professional quality stands and on sound absorbant matting.
  - (ii) no speaker or amplifier may be pointed towards any property adjoining the Premises.
  - (iii) the levels of any amplified music or voice must be set and maintained at our sole discretion and we reserve the right to limit the level of any amplified music or voice by means of automated level controls which interrupt the power supply.
  - (iv) no entertainment may continue after the time specified on the Premises Licences issued by Cheshire East Council pursuant to the Licensing Act 2003. You acknowledge and agree that the electrical supply to the stage at the Premises will be automatically switched off two minutes after the time entertainment must finish.
  - (v) all external doors and windows at the Premises must be kept closed after 10:00pm to conform with a condition imposed on our Premises Licence by Cheshire East Council pursuant to the Licensing Act 2003 and you agree to be responsible and liable for you and your guests and any Act in complying with this condition.
  - (vi) For the avoidance of doubt we reserve the right to cease without liability any performance of a licensable activity at the Premises (as defined by the Licensing Act 2003) if at our absolute discretion that performance is likely to cause or is capable of causing a nuisance to our neighbours or others.

### **Terms Which Apply to Customers Purchasing Tickets**

31. A contract incorporating the terms below is formed when we confirm your purchase by email. The invoice we will send you is/are the actual ticket(s) for the event.
32. Entry to an event at Leicester Warren Hall is upon presentation of a valid ticket only. We reserve the right to refuse admission to any ticket holder if, in our reasonable opinion, admission of the ticket holder might be a risk to the safety of other guests and/or our employees, and/or affect the enjoyment of other guests by way of being a nuisance, annoyance or otherwise.
33. We reserve the right to alter the advertised content of any event due to any unforeseen or unavoidable circumstances and, except where content alteration is material, no refunds, exchanges or alternative use of tickets shall be offered or made available in such circumstances. Save for material alteration of content/cancellation or as aforementioned tickets may not be exchanged nor money refunded after purchase. If tickets are returned to us prior to the date of performance we will

attempt to resell such tickets on your behalf subject to the deduction of an administration fee. Such re-sale is not guaranteed and we shall not be liable for any refund or loss if tickets remain unsold.

34. If a ticket is resold or offered for resale by anyone other than us or one of our authorised agents it will become void and the holder may be refused entry to the event. For the avoidance of doubt, this includes resale or attempted resale on the internet. Tickets may not be used for advertising, promotion (including contests and sweepstakes) or for any other trade purposes.

### **Terms Which Apply to Customers Taking Food from the Premises**

35. The food at the Premises has been prepared for the purpose of immediate consumption at the Premises and NOT for takeaway. We do not operate a safe system of transportation for food and leftovers to be taken away for later consumption. If you or any person attending an event organised by you requests pre-served leftover food to take away from the Premises you agree that it is NOT our policy to allow food to be taken away to be eaten at a later time due to potential risks to health and therefore you and any person attending an Event organised by you do so entirely at your/their own risk. We and our employees, agents and suppliers do not accept liability for any loss, claim or damage, whether direct or indirect howsoever arising from any food taken away by the Customer or any other person attending an Event at the Premises.
36. In the event you or anyone attending an event organised by you does take food away from the Premises you understand that restaurant leftovers can be potentially unsafe if kept at a temperature in the "danger zone" between 4°C and 60°C. Leftovers may become unsafe if they stay in the danger zone for too long during transportation or storage or are contaminated with bacteria from, for example, unclean hands or implements used on other foods, drips from raw meat or contacting unclean surfaces and a number of other situations. Some of our food may have been previously frozen and therefore is not suitable for freezing. You expressly warrant that you will ensure that any person attending an event organised by you and taking away food from the Premises is made aware of this clauses 35 and 36 herein.
37. In consideration of any food taken away by you or anyone attending an event organised by you, you fully and irrevocably indemnify us against any claim or loss howsoever arising from any food taken away from the Premises.
38. We give no warranty and make no representations whether express or implied as to the fitness of any food taken away by the Customer for any purpose.