



1. Introduction

1.1. Booking of facilities and services at Waveney Gymnastics Club is made on the terms and conditions described in this document ("the Terms and Conditions"). You should read these carefully as, together with the Proposal (as defined in Clause 2 below) they form an integral and binding part of your formal contract ("this Contract") with Waveney Gymnastics Club.

2. Definitions

2.1. In these Terms and Conditions the following words and phrases shall have the meanings indicated:

"Actual Numbers" means the number of Participants who actually attend the Event;

"Booking" means the formal agreement between the Client and the Company created when the Client signs the signature and acceptance section of these Terms and Conditions;

"Booking Enquiry" means the request by the Client for the Company to provide facilities and/or services as described in the Proposal;

"Charges" means the amounts payable by the Client to the Company for the facilities and/or services provided by the Company in connection with the Event as set out in the Function Sheet (or any variation) and confirmed by the Client;

"Client" means the individual or organisation named above and in the Proposal;

"Company" means Waveney Gymnastics Club. 104 Notley Road, Lowestoft NR33 0UG

"Company's Premises" means those buildings and facilities owned or controlled by the Company that are made available to the Client and Participants;

"Confirmation Date" means the day 14 calendar days before the Event date, at which the Client is required to confirm and finalise Participant numbers and other details;

"Event" means the activity or activities for which the Company's facilities and services are to be provided for use by the Client, as specified in the Proposal;

"Event Date" means the first date on which the facilities and/or services of the Company are used in connection with the event and any subsequent days if the event takes place over more than one day;

"Minimum Number" - means the minimum number of Participants for whom the Company will undertake to provide the requested facilities and/or services;

"Participants" means persons attending and participating in the Event;

"Per-Head Charges" means those elements of the overall Charges for the Event that are calculated on a per-head basis;

“Planned Numbers” means the number of Participants that the Client expects to attend the event and for whom the Client requests the facilities and services to be provided;

“Proposal” means the detailed specification of the Client’s requirements in respect of the Event, as communicated between the Client by the Company;

“Quotation” means the quotation given to the Client by the Company setting out the Charges.

3. Numbers attending

- . 3.1. At the time of making the Booking, the Client shall specify the Planned Numbers for the Event.
- . 3.2. The Client may request a variation in the Planned Numbers up to the Confirmation Date. Any such variation in numbers shall result in a commensurate increase/decrease in the Per- Head Charges, except where the Planned Numbers are (or fall) below the Minimum Number for the facilities and/or services in question, in which case subject to Clause 3.3 below, Charges shall be for at least the Minimum Number.
- . 3.3. In circumstances where a variation in the Planned Numbers causes them to fall below the Minimum Number for the facilities and/or services originally booked, the Company shall have the right to relocate the Event to a more appropriate room or facility within the Company’s Premises.
- . 3.4. After the Confirmation Date has passed, the Company shall have the right to decline any further request by the Client for a variation in the Planned Numbers. In the event that a request for reduction in Planned Numbers is accepted by the Company after the Confirmation Date has passed, the Company shall not be under any obligation to make a corresponding reduction in any element of the Charges, and any decision to do so shall be entirely at the discretion of the Company.
- . 3.5. In the event that the Actual Numbers exceed the Planned Numbers, the Company shall be entitled to increase the Per-Head Charges accordingly.
- . 3.6. Participant numbers will be taken into consideration when allocating the facilities and/or services for the Event. Delegate packages are available daily from 0830 until 1730. Special arrangements may be made for Events beginning or ending outside of these hours which may incur an additional charge. The Company reserves the right to change allocated facilities and/or services at its absolute discretion and to vary its advertised facilities and services from time to time. No liability is accepted for any errors or omissions in the Company’s brochures, advertising or marketing material.

4. Catering, Menus and Bar Facilities

- . 4.1. The Client will be advised of menus and beverage options available to Participants as part of the initial Event negotiations with the Company. The Client is required to confirm the final menus & beverage choices for all Participants with the Company not later than the Confirmation Date, or earlier if requested by the Company.

- . 4.2. Catering for the Event shall be provided or arranged by the Company. The Client is not permitted to engage external caterers.
- . 4.3. The Company will, at its sole discretion, consider requests to allow the Client to supply drinks and refreshments for consumption by the Participants. If such a request is granted, the Company shall be entitled to apply a charge, which would be notified to the Client at the time of the request.

5. Payment of Charges

- . 5.1. In consideration of the provision of the facilities and/or services the Client shall pay the Charges to the Company in accordance with Clause 6.
- . 5.2. The Company will issue its invoice for the full Charges within 7 days after the Event has taken place. The Client will pay the invoice within 28 days of the date of the invoice.

6. Cancellation by the Client

- . 6.1. The Booking becomes a binding contract between the Company and the Client upon receipt by the Company of a signed copy of these Terms and Conditions.
- . 6.2. In the event that the Client cancels the Event, and thus terminates the contract, a cancellation charge will apply, as a proportion of the Charges specified in the Quotation, on the following basis:

Period remaining to the Event Date

Cancellation charge (% of the Quotation)

More than 121 days 25%

91 – 120 days 35%

61 – 91 days 45%

31 – 60 days 65%

4 – 30 days 90%

3 days or less 100%

- . 6.3. For long term pre planned room rentals a discounted rate maybe offered with no refund available for the Client.

7. Cancellation by the Company

7.1. The Company shall be entitled to cancel the Booking, and thus terminate the Contract, in the event that:

- . 7.1.1. the Client becomes insolvent or, where the Client is an individual, he/she becomes subject to a bankruptcy petition; or

- . 7.1.2. in the reasonable opinion of the Company it considers that the Event, or any persons associated with the Event, might damage the reputation or the Premises of the Company.

8. Clients' Use of the Company's Premises

8.1. The Client will and will procure that it's agents or representatives, and any Participants at the Event will:

- . 8.1.1. comply with all licensing, health and safety and other statutory requirements relating to the Company's Premises including but not limited to carrying out its own risk assessments;
- . 8.1.2. not carry out any electrical or other works at the Company's Premises including lighting and sound amplification without the Company's prior written consent;
- . 8.1.3. not bring any dangerous or hazardous items to the Company's Premises and remove any such items promptly when requested to do so by an employee or any other authorised person of the Company;
- . 8.1.4. not consume any food or drinks at the Company's Premises which have not been supplied by the Company without the Company's prior written consent.;
- . 8.1.5. not act in any improper or disorderly manner and comply with the Company's reasonable regulations and instructions in respect of its Premises, including abiding by any dress code, search policies, entry procedures and observing always the Company's no smoking policy;
- . 8.1.6. obtain the prior written consent of the Company if providing their own entertainment, services or activities at the Event;
- . 8.1.7. clean the Company's Premises and dispose of waste and litter following the Event;
- . 8.1.8. include an appropriate number of competent adults in attendance during the Event, such persons each holding a qualification appropriate to such supervision;
- . 8.1.9. indemnify the Company, on a full indemnity basis from and against all losses, claims, damages, costs, expenses and other demands suffered by the Company as a result of the Client's use of the Company Premises and for the Client's breach of any of the terms of this Contract.

9. Liability

- . 9.1. The Client is responsible for ensuring reasonable and proper conduct by Participants. The Client shall be liable for any damage to the Company's premises or equipment that results from the actions of the Client or the Participants.
- . 9.2. The Client and Participants shall be personally and, where appropriate, jointly liable for any injury (including death) suffered by any person as a result of actions by the Client or the Participants, and the Client shall indemnify the Company against all claims that may arise from other persons out of the actions of the Client or the Participants.

- . 9.3. The Company will not be liable for death of or personal injury to any Participant or for any losses, claims, demands, proceedings, damages, costs or expenses or other Liability incurred by the Client in the exercise of the rights granted by this Contract except where such death, injury or loss is due to the negligence of the Company.
- . 9.4. The Company will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Company's Premises either by the Client or a Participant.

10. Force majeure

- . 10.1. If by reason of force majeure (including fire, explosion of any kind, failure or neglect on the part of any utility supplying electricity, gas or water, labour strife, civil commotion, war, fire or explosion or any other event beyond the control of the Company other than a shortage of money the School is or anticipates that it will be prevented or hindered from fulfilling the substance of its obligations under this Contract, then the Company shall forthwith ensure that the Client is aware of the occurrence of any such event and the Client shall be entitled at any time after notice, so long as such cause still subsists, to cancel or suspend this Contract by notice in writing to the Client.
- . 10.2. In the event of cancellation or suspension pursuant to Clause 10.1 above, the Company shall be under no liability to the Client or any other third parties for any loss which they may sustain in consequence of any such cancellation or suspension.

11. Notice

Any notices required to be given under the provisions of this Contract shall be in writing and shall be deemed to have been duly served and if hand delivered or sent by email within the United Kingdom by first class registered or recorded delivery post and outside the United Kingdom by registered airmail post correctly addressed to the relevant party's address as specified in this Contract or of such other address as either party may designate from time to time in accordance with this Clause 11.

12. General

- . 12.1. This Contract sets out the entire agreement between the Client and the Company. Any additional conditions or amendments shall be of no effect unless agreed in writing by both parties.
- . 12.2. This Contract shall not be assigned or sub-contracted in whole or in part by the Client without the prior written consent of the Company.
- . 12.3. This Contract shall have the benefit of and be binding upon the respective parties' successors and permitted assigns and/or legal personal representatives and estates as appropriate.
- . 12.4. No third party shall have a right to enforce any provisions of this . If any of the provisions of this Contract are found by the court or other competent authority to be void or unenforceable such provision shall be deemed to be deleted from this Contract and the remaining provisions of this Contract shall continue in full force and effect, notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually

satisfactory provision to be substituted for the provisions they found to be void or unenforceable.

- . 12.5. The rights of any party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other parties and no waiver by any party in respect of any breach shall operate as a waiver in respect of any subsequent breach.
- . 12.6. Where the provisions of this Contract conflict with the provisions of the Proposal and/or the Quotation, the provisions of this Contract shall prevail. This Contract shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts

CLIENT

Signature

Name

Date

Name and address of Client:

Position/Title of Signatory

COMPANY

Signed for and on Behalf of the Company

Signature

Name

Position/Title

Date