

**HEART OF ENGLAND
PROMOTIONS LIMITED**

Standard Terms and Conditions

Angels Solicitors
117/119 New Union Street
Coventry
CV1 2NY

Heart of England Promotions Limited
Standard terms and conditions of contract for
Weddings, conferences and banqueting

Definitions: 'Heart of England' and 'We' means the Heart of England Promotions Limited of Meriden Road, Fillongley, Near Coventry, CV7 8DX . The 'Client' and 'You' means the individual/organising body/company and organiser responsible for commissioning of and payment for the event.

1. BOOKINGS/ RESERVATIONS

- 1.1 All bookings are considered provisional until both the client and the Heart of England Promotions Limited sign the contract. All bookings are subject to the terms and conditions of the contract. Once the contract is signed, and minimum numbers agreed, this will then constitute a legally binding contract.
- 1.2 Provisional numbers will be given at the time of booking, a minimum guaranteed number will be set, and this is the number that will be charged for should the actual numbers attending fall below this.
- 1.3 On confirmation of your booking a deposit of £1000 is due (non-refundable and non-transferable).
A holding deposit of £500.00 is required to cover any losses or damages to the property (this is refundable subject to no losses or damages after your event has taken place)
- 1.4 Any variation in booking, guest numbers and/or arrangements must be confirmed to Heart of England Promotions Limited in writing.
- 1.5 When making a wedding booking, non self-catering weddings are required to occupy the Old Hall House in its entirety. Occupying all the bedrooms in the house you will be entitled to the Honeymoon Suite free of Charge.
- 1.6 If bedrooms are cancelled within the cancellation period as per the wedding contract and are not re-occupied you will still be liable for the full charge and a refund will not be given.
- 1.7 Bedrooms which have been reserved on a provisional basis and a deposit not paid or allocated will be automatically released 8 weeks prior to the wedding date without notification.

- 1.8 Unless prevented by force majeure and in severe weather conditions due to the marquee being a NON Permanent Structure, Heart of England Promotions Ltd will provide for you the accommodation, facilities and services shown on the booking confirmation. In severe weather conditions we may have to make a very last minute decision to move the event into a more suitable room to accommodate for the severe weather conditions which will be done with the best interests of the guests in mind.
- 1.9 For Self Catering Weddings the hire of the Kitchen for outside caterers is **COMPULSORY** and the caterers **MUST** leave the kitchen in a pristine condition as found or the couple will be charged.
- 1.10 Self Catering Weddings are responsible for removing their own waste and a skip organised by yourselves is permitted.
- 1.11 Self Catering Weddings – hire for the venue is a 12 hour time which includes the set up and breakdown of the suppliers.
- 1.12 If you are wishing to bring in additional items such as bouncy castles, casino tables, candy cart, chocolate fountain, LOVE Letters or any items from our brochures that we own etc from outside suppliers this is **NOT** permitted and you will be required to hire those items from Heart of England Promotions Limited **ONLY** or a surcharge will be applied to your account.
- 1.13 Prior to organising and confirming external suppliers eg florists, venue decoration companies, photographers, external caterers etc, we must ask that you check with our Wedding Teams **BEFORE** you pay the suppliers directly that we permit those suppliers onto our premises to ensure our full access times and health and safety policies are adhered to. It is the responsibility of the client to ensure that suppliers provide the Weddings Team with the supplier's Public Liability Insurance and other documents prior to the wedding day. Failure to do this will prohibit the company entry onto the site to work.
- 1.14 Should you wish to use a drone facility, you must ensure that relevant licenses and insurances are provided to Heart of England Promotions Ltd prior to the Wedding Day due to the proximity of the venue from the Birmingham International Airport flightpath.

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3. **PAYMENT**

3.1 The parties hereby agree that payments in settlement of the service provided shall be made as follows:

3.1.1 Full pre-payment is required for all wedding bookings.

3.1.2 First payment/deposit: £1000 - payable at the time of reservation

- 3.1.3 Second payment: 25% of the balance - due nine months prior to the wedding date
- 3.1.4 Third payment: 25% - due six months prior to the wedding date
- 3.1.5 Fourth payment/Final Balance: due no less than four weeks prior to the wedding date
- 3.1.6 If there is any query with the invoice, the undisputed balance must still be paid on time.
- 3.1.7 All prices are inclusive of VAT at the current rate where appropriate and are subject to the rate in operation at the time of the function.
- 3.1.8 All charges will be based on prices valid at the time of the event.

4. INTEREST

Interest paid on overdue invoices shall accrue from the date when payment becomes due, from day to day until the date of payment, at a rate of 4% above the Bank of England base rate from time to time in force and shall accrue at such a rate after, as well as before any judgment.

5. CREDIT

Credit is available only if agreed with Heart of England Promotions Limited before any function/conference commences. Where credit is agreed, the client should pay within 14 days following the date of invoice (not applicable to weddings and private functions).

6. PRICE REVIEWS

Prices at Heart of England Promotions Limited are subject to review and clients (including clients who have confirmed bookings) will be subject to any change in prices as a result of a review. Written confirmation will be supplied to all affected parties notifying of any changes.

7. LIABILITY

- 7.1 Heart of England Promotions Limited will be liable to you and your guests for injury or loss and damage only where and to the extent we have been negligent. Otherwise there shall be no liability whatsoever. Heart of England Promotions Limited shall not be responsible for the security of your property.
- 7.2 You will be held liable for any loss or damage to Heart of England Promotions Limited's property and fittings (including any items hired by us for your use), or for injury to anyone including Heart of England Promotions Limited's staff arising as a consequence of this booking.
- 7.3 Heart of England Promotions Limited reserves the right to charge for any additional services requested during the event if you do not adhere to agreed timings.

7.4 You must at all times take full responsibility for your safety and must comply with health and safety regulations and legislation at all times.

8. INSURANCE

It is recommended that you shall secure adequate insurance to cover the potential cost of cancellation and/or any loss or damage that you or any of your guests may suffer.

9. CORKAGE

9.1 Strictly no alcohol may be brought into the allocated rooms by Clients or guests for consumption on the premises, including the car park.

9.2 If the client or any guests at the event are found to be consuming or in possession of alcohol that has not been purchased from the venue, the venue reserves the right to confiscate the alcohol and a corkage charge will be applied to the CLIENT for any alcohol that has been consumed. We advise clients to make their guests aware prior to attending an event as this will not be tolerated at any time.

9.3 Corkage charges are as follows;

- i) Beer/Alcopops or similar (330ml bottles) £3.00 each
- ii) Wine (still table wine 750ml bottles) £10.00 each
- iii) Sparkling wine/Champagne (750ml bottles) £15.00 each
- iv) Spirits (750ml bottles) £25.00 each
- v) Other sized bottles or containers will be charged pro-rata on their contents.

10. CANCELLATION

10.1 Upon acceptance and confirmation of your booking by Heart of England Promotions Limited, a legally binding contract exists. If you are forced to cancel your booking for any reason we reserve the right to make a cancellation charge. The cancellation charge will be a percentage of the grand total charge agreed. The following cancellation charges apply:

- a) Between twelve - six months prior to the event 25%
- b) Between six - three months prior to the event 50%
- c) Eight weeks or less prior to the event 100%
- d) If cancellation/postponement occurs outside of the above period the client will incur a 25% charge.

10.2 Heart of England Promotions Limited reserves the right to cancel an event under the following circumstances:

- 10.2.1** If the booking might, in the opinion of the Heart of England Promotions Limited, prejudice the reputation of the Heart of England Promotions Limited.
- 10.2.2** If the client is more than 30 days in arrears with any payment to Heart of England Promotions Limited
- 10.2.3** If the Heart of England Promotions Limited becomes aware of any alteration in the clients financial situation.
- 10.2.4** Heart of England Promotions Limited, or any part of it, is closed due to circumstances beyond our control. In this event a refund of any advance deposit will be paid but Heart of England Promotions Limited would have no other liability.

11. DATA PROTECTION

Any information supplied to the Heart of England Promotions Limited is held in accordance with the Data Protection Act 1998 and may be used by us to keep you informed of any special offers and promotions. By signing this document you agree to us contacting you in this regard.

12. GENERAL

- 12.1** Guests using the facilities of Heart of England Promotions Limited must comply with all regulations concerning licensing, fire, health and safety, unless otherwise agreed in writing and subject to our charges.
- 12.2** Hazardous or dangerous items may not be brought into Heart of England Promotions Limited without prior permission. Heart of England Promotions Limited reserves the right to approve any externally arranged entertainment, services or activities that you have arranged.
- 12.3** Any band or musician must comply with the terms stated within the 'public entertainment code of conduct.'
- 12.4** Should guests act in an improper or disorderly way, or refuse to comply with reasonable requests from our staff, Heart of England Promotions Limited reserves the right to terminate your stay or event. Should this occur, no monies will be refunded to you. The manager's decision is final.
- 12.5** Consumption of drugs on the premises, including illegal substances, is strictly prohibited. We reserve the right to cancel any event should we suspect that any such consumption has taken place and reserve the right to inform the appropriate authorities.
- 12.6** Guests may not consume food and drink on the premises not supplied by Heart of England Promotions Limited.
- 12.7** Heart of England Promotions Limited strongly recommends taking out adequate insurance to cover the cost of cancellation and other liabilities.
- 12.8** All conditions are subject to the laws of England and Wales.
- 11.9** Should you have any concerns relating to your Wedding Day, these must be raised within 7 days after the date of your Wedding.

By signing this, we agree that we have read and accepted the above further information and terms and conditions sections of this contract and will notify all attending guests of the above

Date of wedding	
Bride's name	
Bride's signature	
Groom's name	
Groom's signature	
Date of signatures	
Name(s) of individuals responsible for payment of event charges (if different)	
Signature(s) of individuals responsible for payment of event charges (if different)	
Date of signatures	
Signed upon behalf of Heart of England Promotions Limited	
Name of authorised signatory of Heart of England Promotions Limited	