

Terms and Conditions

The contract

1. Definitions

In this contract, the following words have particular meanings:

"Invoice" the document given to you indicating the Services that you wish us to provide and the Price at which we are willing to provide those Services (with other details relating to your order) subject to the terms and conditions of this contract;

"Parties" you and us, and 'Party' shall mean either one of us;

All prices are for "dry hire" only unless otherwise stated in the invoice

"Dry hire" means the hire of the space within the premises including the reception, main hall, kitchen and use of the tables and chairs unless otherwise stated

"Catering package" means the additional services relating to your event which we agree to provide to you; and

"Working day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

'We' means means The Atrium London Limited (company number 08306783) whose registered office is at 124-126 Cheshire Street, London, E2 6EJ.

'you', 'your' means the person described under 'Customer Details' and who places an order with us for the Services

"venue" means the venue at known as The Atrium and situate at 124-126 Cheshire Street, London E2 6EJ where your event is agreed to be held.

2. We appreciate that on occasions someone else (such as a parent or partner) may wish to make payments due to us on your behalf. We are happy to accept such payments, but please note that unless we agree otherwise with you in writing you are legally responsible for any payments due to us.

Making your booking

3. We may agree to you making a provisional booking with us, but this is not legally binding on either you or us unless and until a contract is entered into in accordance with paragraph 5.
4. If, after receiving our quotation for your event, you want to make a booking with us, you should within 28 days of the date of our quotation and pay a minimum deposit of 25%. Payments can be made in cash, by cheque or by most credit/debit cards. Please note that your deposit will not be refunded if you subsequently cancel a confirmed booking, as explained in paragraph 24 below. A contract is only formed between you and us when we accept your deposit and send our confirmation of booking to you. No booking application shall be binding on us and no contract shall be formed unless and until we send this confirmation.

Your event package

5. The general content of your event package shall be as set out in your quotation, or as otherwise subsequently agreed with us in writing. We may finalise certain details of your event (for example, the exact numbers of guests to be catered for, and the menu for meals) with you in the period leading up to your event, in accordance with these terms.
6. As part of your event, the public areas of the main hall at the venue will be hired to you, for the period set out in your quotation. We will not hire out the public areas of the main hall to anyone else during this period, but we cannot guarantee that no one else will be present in these areas at the same time as you and your guests. For example, our reception staff in the main hall may deal with other customers and enquiries from potential customers.

Price

7. Subject to paragraphs 8 to 10 inclusive, the price of your event package shall be as set out in your quotation.
8. If not all components of the price in the quotation are stated to be fixed (for example, because they depend on the number of guests to be catered for), the final price will be determined either in accordance with the quotation (for example, the

charge "per head" for meals) or as otherwise agreed with us (for example, if there are any "extra" services not set out in the quotation which we subsequently agree at our discretion to provide to you).

9. If your wedding date is scheduled more than 1 year after the date of our confirmation of booking, we reserve the right to increase the price of your wedding package by up to 5% for each complete period of 12 months between these two dates.
10. All prices are inclusive of VAT where applicable. However, if the rate of VAT changes between the date the contract is formed between you and us and the date of your wedding, we will adjust the VAT you pay (and hence the overall price of your package), unless you have already paid in full before the change in the rate of VAT takes effect.

Payment of balance

11. We will invoice you for the total price of your package (less any deposit paid) approximately 28 days before the scheduled date of your event. You must pay our invoice in full no later than 10 working days from the date of invoice.

Your responsibilities

12. You must confirm final catering numbers no later than 14 days before your event date. They must be within any minimum and maximum numbers that may be set out in our quotation. If your actual number of guests falls beneath the minimum number set out in our quotation, we will still charge you for the minimum number.
13. You must provide us, by the dates we may reasonably request of you, with any other information we ask for (such as your final choice of menus) so that we may finalise the details of your package and/or its price.
14. Unless we agree otherwise, only food and drinks supplied by us may be consumed at your event.
15. You must comply with, and use your reasonable endeavours to ensure that your guests comply with all of our reasonable instructions intended to ensure the safety of property and/or people at the venue.
16. You must provide your guests with such information we may reasonably request regarding arrangements to be followed at the venue (for example, in relation to car parking or the storage of valuables).
17. You will be liable for any damage you caused by you, your guests or any party acting on your instruction to the venue, its equipment, contents and fittings.
18. We reserve the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the venue or to risk the safety of people at the venue.
19. Finish the Function by the End Time. And you agree that if the Function continues beyond the End Time that you will pay my reasonable additional charges and expenses (these are set out in tariff of charges for a late finish at time of booking);
20. If children are to be present at the Function:
 - a. you will ensure that there are a sufficient number of adults present to properly supervise them and take care of them in the event of accidents or other events;
 - b. you acknowledge and agree that we will not be responsible for supervising or taking care of them or deal with any matter where their health or care is involved.
21. If you include any images of the venue on your invitations, you must ensure that you have the permission of the appropriate copyright holder.
22. Details of third party suppliers we provide to you are intended to help you in arranging other services to be provided in connection with your event. If you do engage these or any other third party suppliers, we accept no responsibility for their performance of services and you should take up any complaints with them directly. You are also responsible for paying their charges directly. We reserve the right not to allow into the venue any third party suppliers who do not meet our requirements intended to ensure the safety and welfare of property and people at the venue.

Cancellation by you

23. If you want to cancel a confirmed booking, you must do so in writing and the provisions in paragraph 24 shall apply.
24. We will use reasonable endeavours to "re-sell" the date to another couple. However, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell the date. Depending on when you cancel, the cancellation charges you must pay shall be determined by reference to the table below. We will tell you the exact cancellation charges once we know whether or not we have been able to resell the date, and you must pay the charges within 10 working days of our invoice. Where

the final price has yet to be finalised (for example, because you have not yet confirmed catering numbers), we shall base the cancellation charges on any minimum numbers set out in our quotation.

Length of time before your scheduled Event day	Cancellation charge
More than 6 months	Amount of your deposit (ie non-refundable in all cases)
Between 3 and 6 months	Up to 50% of total price
Less than 3 months	Up to 75% of total price
Less than 1 month	Up to 90% of total price

Cancellation by us

25. We reserve the right to cancel your booking without liability to you and without any obligation to refund your deposit if:
- you do not pay us the balance of your package price by the date due for such payment; or
 - we have reasonable grounds to believe that you may not pay us the balance by the due date and we have requested you to explain the position and you have not done so satisfactorily; or
 - we discover, before you have paid the balance, that you have deliberately concealed information, or deliberately given us incorrect information, about your intended event in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your booking; or
26. If we cancel your booking under paragraph 25, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell the date. Depending on when we cancel, the cancellation charges you must pay will be determined by reference to the table set out under paragraph 24 above.

Events outside our control

27. Except as set out in this paragraph 26, we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid towards your event.

Limitation of our liability to you

28. Subject to paragraph 29, our total liability to you for any loss you suffer will be limited to the total amount of money payable to us. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part unless that failure is attributable to:
- your own fault;
 - a third party unconnected with the provision of Services under this contract; or
 - events which we could not have foreseen or forestalled even if we had taken all reasonable care.
29. Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

Changes to the venue and/or your event package

30. We reserve the right to make changes to the interior and/or exterior of the venue between the time we accept your booking and the date of your wedding. For example, we may make changes to the décor and colour schemes of function rooms, and we cannot guarantee that the venue and its surrounds will be free from additional structures (such as marquees or scaffolding).
31. We will use all reasonable endeavours to ensure that no components of your event package have to be altered. However, as the event package is normally put together a long time before your scheduled date, we reserve the right to make changes to certain components if this is necessary to comply with safety requirements or other changes in law or relevant codes of

practice, or to make other minor changes which we reasonably believe will not be to the detriment of your overall experience and which will not increase the price.

32. We will notify you of any significant changes covered by paragraphs 30 and 31, unless the change is one which is likely to fundamentally change the nature of your wedding experience we will not offer a refund, costs or compensation.

General

33. Any error or omission in any information or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.
34. You may not transfer any of your rights or obligations under our contract with you to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under the contract to another organisation, but this will not affect your rights under these terms.
35. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
36. No person who is not a party to our contract with you shall have any rights under or in connection with it.
37. All written communications by you to us must be sent by first class post to The Atrium London Limited, 124-126 Cheshire Street, London, E2 6EJ or by email to info@theatriumlondon.com. We may send written communications to you at either the email or postal address set out in our quotation.
38. We regret that, other than guide dogs, hearing dogs and other assistance dogs, no pets or other animals are allowed in the venue or any of our other premises.
39. This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.

Clients signature

Date...