

# **ARBORETUM CONTRACT**

## **Contract issued to:**

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Agreement between Penway Holdings Ltd trading as Arboretum Lounge, a company registered in England and Wales under registration number 11783813 and \_\_\_\_\_

Events will not be confirmed until all booking forms, terms and conditions and payments requested have been received.

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## **1. Payment**

Where a deposit is applicable, the client must pay;

- the deposit on confirmation of booking / event
- the remaining balance a minimum of 14 days in advance of the event.

Deposits are usually 50% of the event fee plus VAT and 12.5% service charge (the latter applicable to F&B). Your booking may not be considered as final until such time as we have received these funds in cleared sums. Bookings may be regarded as confirmed upon receipt of deposit payable on invoice attached to this agreement.

ARBORETUM reserves the right, at its sole discretion, to require the full estimate total to be paid in full by the Client upon dispatch of this agreement. In the event that this is accepted in writing or by payment in the name of a company, partnership, agency, firm, club, or similar society - the person accepting represents to ARBORETUM that they have full authority to accept such a contract. In the event that they are not so authorised, they will be personally liable for the complete performance of this agreement attached to the invoice. The client shall be required to pay a deposit and for private functions credit card details may be required. The amount of deposit payable and the required date for receipt of the deposit are set out in the function sheet.

ARBORETUM shall be entitled at its own discretion, to charge interest on any payment overdue by 14 business days at the rate of 8% over Barclays base rate prevailing at the time.

## **2. Changes to booking / postponing the event**

Any changes, other than those relating to cancellations covered in clauses 5 and 6, to booking details by either ARBORETUM or the Client, must be made in writing and will be of no effect unless acknowledged in writing by both Parties.

If you wish to postpone your event to a date other than that which you initially agreed on your signed booking form you may incur a penalty fee for loss of business. If you change your event date within 5 working days of your booking confirmation there will be no postponement fee subject to clauses 5 and 6. However any rescheduled date

outside of this period will incur a postponement fee of £500+vat. This fee must be paid within 5 working days of you communicating your date change to us.

### **3. Rights and Obligations of the Client**

The Client shall:

- (a) Provide ARBORETUM with details of the estimated number of Guests and their names, where possible, of the guests attending the Event at least seven business days prior to the Event. The Client shall ensure that the number of Guests at the Event does not exceed this number by more than a factor of 10%;
- (b) Provide ARBORETUM with details of any medical conditions, dietary needs or special requirements of its Guests at least seven business days prior to the Event;
- (c) Ensure that the space and the venue are cleared of guests half an hour after the end of the Event Period;
- (d) Arrange and pay for their own DJ and entertainment, unless otherwise specified in the agreement.

### **4. Rights and Obligations of ARBORETUM**

The venue has the right to:

- (a) Refuse to serve alcohol to guests who in the reasonable opinion of the management are inebriated; or
- (b) Refuse admission to or remove any Guests from venue premises or terminate the Event if, in the reasonable opinion of the management, the behaviour of the Guests is offensive, undesirable or a security risk.
- (c) In consideration of the payment by Client as set out in the attached invoice/function sheet, ARBORETUM agrees to provide to Client the goods and/or services described in the attached invoice in accordance and subject to this agreement.

### **5. Cancellation by Client**

All cancellations by the client must be made in writing via email to [events@arboretumlounge.com](mailto:events@arboretumlounge.com). An initial pre-payment of 50% of the total hire fee and minimum spend agreed for exclusive hire of your chosen areas is required to secure your booking, and will not be refunded following cancellation. The remaining 50% is due two weeks prior to the date of your function, this too will not be refunded should you wish to cancel your booking within 14 days of the event.

In the event that a client cancels a booking that ARBORETUM has made on its behalf for entertainment equipment or otherwise – the client will be responsible for the payment. If the Client cancels the Event, ARBORETUM will retain the Deposit paid by the Client and in addition, the following cancellation charges apply.

## **6. Cancellation of Promoted Events**

In the event that it is a promoted event and there has been no deposit or any fee, the fee chargeable will be based on the expected revenue from the event.

Date of cancellation / Charges payable to ARBORETUM

- +8 weeks prior to the Event / £0
- 8 - 6 weeks prior to the Event / 25% of the Fee
- 6 - 4 weeks prior to the Event / 50% of the Fee
- 4 - 2 weeks prior to the Event / 75% of the Fee
- 2- 1 week prior to the Event / 100% of the Fee

## **7. Cancellation by ARBORETUM**

ARBORETUM may cancel a booking without any liability being incurred whatsoever if:

- The venue/site is closed down due to events and circumstances beyond the control of ARBORETUM such as fire or by order of a public authority.
- The client becomes insolvent or enters into liquidation/receivership or the client is in breach of any of the terms of this invoice and agreement.

## **8. Signage, loss or damage**

The fixing of signs, displays, posters etc. may only be carried out with the consent of ARBORETUM and no advertising, public or otherwise, of any function at ARBORETUM may be exhibited without ARBORETUM's prior permission.

ARBORETUM will not be responsible to the client or any person claiming through the client, for any loss of business or profit, or any other consequential loss howsoever arising, including delay in or failure to carry out any of its obligations under this agreement.

The client agrees to be responsible for and shall indemnify ARBORETUM against all damages occasioned to the venue, the fixtures and fittings caused by any act, default or negligence of the client or staff, agents or guests of the client. ARBORETUM will not be responsible for anything left on the premises after an event and is left at the client's own risk.

## **9. Third parties**

ARBORETUM reserves the right to request the names of any persons in connection with any function.

The client will keep ARBORETUM fully and effectually indemnified against the costs, expenses made against ARBORETUM arising from any breach of copyright occurring during any function.

## **10. Privacy**

We regard your privacy, security and peace of mind as our utmost priority. Financial information such as credit card or other details will never be retained for any longer than it is immediately required in order to facilitate your order. Such information will then be safely destroyed. We will never divulge such information to any third party.

ARBORETUM shall not publicise the terms of this Agreement or use the name of the Client, or trademark used by the Client, or refer to the Client, in any other way than promotional literature, publications, advertising material or Social Media without the prior written consent of the Client. We may also use the none financially related information we collect to occasionally notify you of new services and special offers from ourselves, which we may think you'll find valuable. If you do not wish to be contacted by us with regards to special offers and promotions etc. then please let us know at anytime in the future and we will immediately cease such communications.

## **11. Food & Beverage**

The client agrees to provide catering numbers no later than (7) seven working days in advance of event.

Please note that no food and beverage prepared off site will be allowed on the premises unless otherwise agreed.

## **12. Force Majeure**

ARBORETUM shall not be liable under this Agreement in any way for loss, damage or delay consequent upon any circumstances beyond its reasonable control.

## **13. Entire agreement**

This agreement along with the attached invoice and booking form constitute the entire agreement between the client and ARBORETUM and no representation preceding the agreement or any variation of the agreement shall be binding to ARBORETUM unless such representation or variation is in writing and signed and confirmed by ARBORETUM.

Arboretum confirms that during the term of this Agreement it shall maintain in force with a reputable insurance company comprehensive insurance including any insurance required by local law to cover any liabilities that may arise under or in connection with this Agreement.

The agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

#### **14. Agreement**

By signing the below you agree to and have understood all ARBORETUM terms and conditions as listed in this contract and that you have the authority to sign this agreement on behalf of the company.

#### **CLIENT SIGNATURE**

Name (print)

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Signature

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Date

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#### **ARBORETUM SIGNATURE**

Name (print)

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Signature

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Date

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