

Terms

“Venue” Left Bank Village “Additional Services” Services that are added as they are decided upon in the run up to the event.

The contract

Your contract is with Hereford Left Bank.

We accept payments from other parties but all payments are your legal responsibility.

Quotations given are valid for 21 days only. Deposits are non-refundable and upon paying a deposit, you enter into the terms and conditions of the venue. Deposits are a minimum of £1000

The details of your package will be set out in your quotation. Additional services shall be quoted for separately and are dependent on varying factors.

Once you have accepted the venue hire quote and have secured the booking with the deposit this price will not change. We do however reserve the right to adjust the price of additional services due to market fluctuations. If any pricing does change, these changes will be reasonable and proportionate.

Payment of balance

All venue hire charges must be paid at least 3 months before your event.

All additional services charges must be paid at least 3 months before your event. You may adjust catering numbers up to 14 days before your event. Catering overpayments will be refunded up to this point. No refund can be given if guest numbers change within the 14 day period prior to your event.

Your responsibilities

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 event and/or its price.

Only food and drinks supplied by us may be consumed at your event. No other food and drink is to be brought onto the premises. This includes the onsite consumption of food and beverages partaken by you the organisers at the time of and in the setting up of your event. Food may be purchased at our café/bar De Koffie Pot which is open until late 7 days a week. Wedding cake is the exception to this rule. Alcoholic wedding favours are strictly prohibited.

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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.

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).

Damage that is proven to have been done to the premises of the Left Bank Village at your event or damage incurred to its property, or any Left Bank Village property that goes missing at the time of your event may, depending on the circumstances be charged for and deducted from your ticket sales if necessary. 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.

Third party suppliers/performers - 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. You are also responsible for paying their charges directly.

The setting up and taking down of an event including the setup of a PA system must be done at a pre-agreed time, at the convenience of the Left Bank Village with access allowed for this purpose between certain periods of time only, to be determined around the time of the event.

All items brought to Left Bank Village for your event must be removed immediately after the event has finished unless by prior written arrangement. We cannot take responsibility for items left behind after an event or left behind the bar at any point. We can't take responsibility for cards and gifts given to you by your guests so please ensure to take care of these belongings yourself. Items not removed from the Left Bank Village after your event has finished, may be immediately removed after your event and/or disposed of unless special written permission has been granted for them to remain on the property. Due to hygiene and public insurance liability legislation all left over food will be disposed of on the evening of our event.

We always recommend taking out event insurance in the unfortunate event you have to cancel your booking. It is also possible that some guests may damage their clothing by snagging or candle wax for example. We will refer any claims for damage to guest's property to the event organiser. Your insurance will cover this too. The hirer will be responsible for damage to linen at the rate charged by our linen providers.

The sole responsibility for the marketing and promotion of your event including extra signage, leaflets etc. will fall upon you as the organisers. All promotional/marketing material must be submitted to Left Bank Village management team for approval via email to enquiries@herefordleftbank.com before printing or promotion via social media is commenced, any unauthorised promotion of your event could result in your event being cancelled forthwith.

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Unless by prior arrangement all ticket sales must be through the Left Bank Village ticketing website, this way in the unlikely instance of your event being cancelled then the Left Bank Village can ensure that disappointed customers are reimbursed. Or in the case of a disappointing event, ticket sale funds can be used by the Left Bank Village to compensate customers. Ticket sales are subject to a small PayPal charge. Ticket proceeds are paid by bank transfer after the event.

Extra Security that may be needed on a risk assessed basis judged by ourselves is to be provided by us and payable by you no later than 2 weeks prior to your event.

We reserve the right to cancel your event at any point prior to its happening date, in the instance of insufficient ticket sales or for any reason that we feel may jeopardise the reputation of the Left Bank Village in any way.

When organising an event that requires food, the Left Bank Village will need to know the number of guests, their names and food choices including any special dietary requirements, one month before your event. Food service timings will also need to be run through and okayed by a member of the Left Bank Village events team. All events where guests have a food choice must have a set table plan. Please note that we do not offer food tastings.

You are not permitted to restrict the access of people, nor charge for the access of people to any other areas of the ongoing Left Bank Village business other than by agreement, to the one where your event is being held.

We reserve the right to ensure that music that may be played at your event is played at the right volume and comply with our license and our proximity to neighbouring residential properties. External music can only be played through the Left Bank Village's PA system and will be subject to agreed levels which have been ordered by the council. All external music must cease promptly at 23:00.

We reserve the right to end an event and if necessary remove people from the premises if we feel our license to be at risk through extreme bad behaviour, drunkenness, or the possession or taking of illegal substances.

With respect to your wishes on the subject, we reserve the right to close/end an event at a time that we feel appropriate.

We have a zero-tolerance policy on parking in the courtyard of the Left Bank Village. All items needing to be delivered and set up prior to your event, must be dropped off through the front doors of the Left Bank Village, with vehicles being immediately removed to an appropriate parking space before setting up is started. You may not park on Left Bank Village property while setting up your event. When dropping off items intended for use or display in De Koffie Pot or Gwynne House, the courtyard can be accessed by a vehicle to deliver but that vehicle must be immediately removed and parked elsewhere in one of the many car parks adjacent to the Left Bank Village before setting up is

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commenced.

No event may take place before a proposal/plan has been put in writing and agreed and accepted in writing. Verbal agreements will be counted as null and void.

Cancellation by you

If you want to cancel a confirmed booking, you must do so in writing and the provisions outlined below shall apply.

You must pay us any losses and costs we suffer because of the cancellation, 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. You must pay the charges within 20 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. Charges are calculated as a percentage of the total booking value including extras at the time of cancellation. The cancellation charge is calculated on the full estimated final invoice (including food and drink).

Length of time before your scheduled event Cancellation charge More than 9 months Up to 25% of total event package price Between 4 and 9 months Up to 50% of total event package price Less than 4 months Up to 100% of total event package price Cancellation by us

We reserve the right to cancel your booking without liability to you and without any obligation to refund your deposit if: (a) you do not pay us the balance of your event by the date due for such payment; or (b) we have reasonable grounds to believe that you may not pay us the balance of your event package price by the due date and we have requested you to explain the position and you have not done so satisfactorily; or (c) we discover, before you have paid the balance of your package price, 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 (d) we have reasonable grounds to believe that your behaviour or that of your guests at the event is likely to result in damage to the venue or to our property and/or injury to people.

If we cancel your booking, 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 above.

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Events outside our control

Except as set out in this paragraph 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 package.

Limitation of our liability to you

Subject to the below, our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your event package. 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.

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

The Left Bank Village reserves the right to place you in the space that we feel is best suited to your event requirements. For example, a space that we feel is fitting for your type of event and the number of persons attending, as indicated by prior ticket sales and not based on number predicted by you the organisers.

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 event. 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).

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 event, 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 event experience and which will not increase the price.

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We will notify you of any significant changes covered in the paragraphs above, but unless the change is one which is likely to fundamentally change the nature of your event experience we will not offer a refund, costs or compensation.

General

If only one person is making the event booking, that person confirms that s/he has the authority to make the booking on behalf of the company / organization / both persons intending to be married. Our contract will therefore be with all such persons.

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.

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.

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.

No person who is not a party to our contract with you shall have any rights under or in connection with it.

All written communications by you to us must be sent by first class post to Left Bank Village, Bridge Street, Hereford, HR4 9DG or by e mail to enquiries@herefordleftbank.com (or to such other

address that we may notify to you). We may send written communications to you at either the e mail or postal address set out in our quotation.

These terms shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.