

TERMS & CONDITIONS OF BUSINESS

These Terms and Conditions govern any Booking you make with us and govern any liability we may have in relation to the Booking. No variation to these Terms and Conditions shall be binding unless agreed in writing between both parties

Definitions

The Company (We/Us/Our): Parade House Enterprises Ltd, company registration number 13926303

The Client (You/Your): the person(s) as specified on the booking form who is/are entering into this contract for the provision of services pursuant to these Terms & Conditions

The Premises (Venue): Parade House at 70 Fore Street, Trowbridge BA14 8HQ

Booking: your Event

Guest: a person who is attending your Event including any third-party supplier required to be present during the Event

Accredited Suppliers: We have a number of approved suppliers to help you make the most of Parade House. Please contact us for further details.

1. GENERAL

1.1 Where the Client is made up of more than one person or entity, those persons or entities constituting the Client shall be jointly and severally liable under the Contract.

1.2 You recognise that your personal data has been given to us for the purposes expressed in our Privacy Policy and, in providing us with your contact details you consent to our use of these contact details in all later correspondence between you and us. Please ensure that the contact details you have provided are correct and advise us immediately if those details change. For a full description on how we process and keep safe your personal data please see our Privacy Policy at: <https://www.paradehousetrowbridge.co.uk/privacy-policy>

1.3 We operate a security and surveillance system at the Venue for the purpose of safeguarding our Client and any Guests, as well as safeguarding the Venue. Data will only be stored for the purposes of the Venue and Booking.

2. Making Your Booking

2.1 You must honestly declare and fully represent at the outset the purpose for hiring the Venue. Any actual or apparent misrepresentation may result in cancellation of the Event by us without further liability whatsoever to you.

2.2 If you want to book your reserved date and enter into a contract with us, you will be required to pay the Reservation Deposit. If the Reservation Deposit is not paid by the expiry of a 7-day period then we shall be entitled to release your reserved date at our absolute discretion and without any liability on our part.

2.3 Except in the event that we fundamentally breach the agreement with you, the Reservation Fee shall be non-refundable in order to cover our administration costs and any initial work undertaken.

3. Arrangements

3.1 The person named as your Contact in the Proposal is responsible for co-ordinating all necessary arrangements relating to the Event with us. During the Hire Period your Contact and our Representatives shall both remain present at the Venue and shall liaise throughout in relation to the conduct of the Event. You warrant that the person named as your

Contact in the Proposal has authority to agree all aspects of the use of the Venue for the Event, and to agree amendments to the Proposal, with us from time to time.

4. Payments

4.1 You agree to pay the Reservation Deposit, in accordance with these terms, in consideration for which we agree to provide the services specified in these terms

4.2 You agree to pay the Venue Hire Fee by way of the Payment Schedule (see Booking Form).

4.3 You agree to pay all invoices for any Additional Hires you have chosen for your Event.

4.4 If you fail to pay any Scheduled Payments due under these Terms and Conditions on the due date for payment and you remain in default not less than 7 days after being notified in writing to make such payment, we reserve the right to terminate the contract.

6. Use of the Venue

6.1 In consideration of the payment by you for the hire and your compliance with these terms and conditions we grant you and your Guests a license to use the premises on the Date. This license only allows you and the Guests to use the Venue for lawful and proper activities connected with the Event.

6.2 This license will last only for the Date and any period expressly permitted by us for you to perform any preparatory work setting up for the Event prior to the Date

6.3 We shall be entitled to refuse entry to the Premises to any Guest or to ask you or any Guest to leave the Premises if, in our reasonable opinion, you or any of your Guests are acting in any manner which we deem inappropriate

7. Our Obligations To You in respect of the Premises

7.1 We undertake with you:

(a) To give access to the Premises, its fixtures, fittings and furniture contained therein, on the Hiring Date to you and your Guests (up to a maximum of the number that you have notified us of) free from obstructions and in good condition

(b) To comply with the Applicable Laws and the rules and regulations of any local or other competent authority where a breach of which would restrict or prevent the staging of the Event

8. Your Obligations To Us in respect of the Premises

8.1 You undertake with us:

(a) To pay all fees in accordance with the Payment Schedule

(b) To use the Premises only for the purpose of staging your Event in accordance with the Agreement.

(c) Not to use the Premises or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to us or our neighbours, or other persons attending at the Premises

(d) Not to do anything which might invalidate any insurance maintained by us in respect of the Premises or its contents fixtures or fittings or which might increase the insurance premium payable for the Premises

(e) To observe all applicable laws, licences and the regulations relating to the use of the Premises for staging the Event.

(f) To use your best endeavours to ensure that your Guests behave in an appropriate manner

(g) To confirm final Guest numbers no later than 14 days prior to the Date.

(h) To provide a final draft of the Event programme (to the extent not already agreed with us) no later than 7 days prior to the Date in order for us to confirm its conformity to the services we are able to offer.

9. The Venue, Access and Occupation

Parade House is a Grade I listed building and therefore there are a number of controls to which we require all hirers to adhere.

9.1 Smoking and vaping is prohibited everywhere on the Premises. The use of naked flames, candles, strobes, smoke or haze machines, dry ice, internal fireworks, party poppers, crackers, balloons, soil, sand or similar items is not permitted within the Premises.

9.2 No changes, additions or alterations in or to the Venue (interior or exterior) and/or the contents thereof may be made except as agreed in writing in advance by us, all of which shall be of a temporary nature only and strictly necessary for the purposes of the Event. You may not erect scaffolding or affix screws or nails to any wall, structure or object at the Venue and you may not display any advertisement, signboards, nameplate, banner, signs or notices inside or outside the Venue unless freestanding and with the prior written consent of the Company.

9.3 No equipment or structures of any kind may be erected on or attached to any part of the Premises, its contents or our equipment.

9.4 Furniture, paintings, display cases or other contents in or at the Venue may not be moved without our prior written consent, and then only by our staff or under their direct supervision and at your additional cost.

9.5 You must take precautions to prevent damage to floors or floor coverings. For example, equipment may need rubber-tipped feet or protective boards underneath, and heavy work-boots or stiletto heels may be forbidden in particular areas.

9.6 We may substitute and otherwise alter displays of art and/or objects in the Venue at any time without prior notice and without liability to you.

9.7 We may enter any part of the Venue at any time during the Hire Period and interrupt or terminate the Event, without liability to you, if we believe that the structure or content of the Venue is at risk of damage or the safety of the Guests or other persons is at risk.

9.8 Should the nature of your Event be deemed by us (at our absolute discretion) to require additional security, this shall be chargeable over and above the Venue Hire Fee as an Additional Hire.

10. Suppliers, Equipment, Catering and Entertainment

10.1 Unless otherwise agreed with us, you may only use our Accredited Suppliers for the provision of services in connection with the Event. You acknowledge that any agreement with a third-party Accredited Supplier is between you and the relevant Accredited Supplier. We are not party to that agreement and not responsible for the Accredited Supplier or its performance; and breach of this obligation will entitle us to terminate under clause 14.2 below.

10.2 If we are providing catering services to you, you must work with our Representative to ensure that all dietary requirements or allergen information of any Guests have been communicated to us accurately and in good time prior to the Event, within such timings as we may specify. If you have not done so, it will be your responsibility and not ours to ensure that any special dietary requirements are met. You must also ensure that you have obtained the express consent of each Guest to the disclosure to us of their dietary requirements. We do not guarantee that we will be able to accommodate all dietary requirements.

10.3 Food and drink may only be consumed in the designated areas within the Venue. Guests may not bring any food or drink to the Venue or consume any food or drink at the Venue other than as provided by us or by an Accredited Supplier.

10.4 You shall ensure that no alcohol is served at the Event or brought into the Premises (except where supplied by an Accredited Supplier) without our prior written consent.

10.5 We, or any relevant third party caterer, may verify the age of any person consuming alcohol in the Venue and may instruct bar staff not to serve any person behaving in an inappropriate or unseemly manner.

10.6 You may only bring equipment into the Premises for use at the Event with our prior written consent, and upon provision by you or the relevant supplier of a valid certificate showing that the equipment has been tested in accordance with applicable health and safety regulations.

10.7 You must ensure that all equipment is removed from the Premises in accordance with our instructions within one hour of the End Time of the Event.

10.8 You must provide us with a full list of suppliers and equipment to be brought on site at least two weeks prior to the Event. All suppliers must provide us with a copy of their public liability insurance valid at the time of the Event together with risks assessments and method statements for the work to be carried out.

10.9 If you are providing any form of audio visual entertainment (ie music, both live and recorded or film or video) you are responsible for obtaining any relevant entertainment license, performing rights licence, copyright licence and/or any other permission necessary for activities to be conducted at the Venue or in Parade House during the Hiring Period. A copy of all relevant licences and/or permissions must be provided to the Company prior to the commencement of the Hiring Period. You must adhere to any specified maximum level of sound or time restrictions specified by us in playing music or in any other entertainment.

11. Damages & Breakages

11.1 Parade House is furnished with many antique furniture and objects. We require a security deposit to cover the possibility of damage, breakages or theft. This will be refunded 48 hours following the Hire Date provided no damage, breakage or theft has occurred. In the event of any such damage or theft you will be responsible for full reimbursement to us. This applies even if such damage is the fault of a Guest or sub-contractor. Any damage must be reported and recorded to a member of the Venue staff on duty immediately. Where any damage exceeds the security deposit, we reserve the right to make an additional charge to you for such loss or damage and you agree to pay any such additional charge notified to you within 14 days of the Hire Date.

12. Conduct

12.1 You are responsible for your and your Guests' and your Suppliers' behaviour. While your Event is likely to be a celebration, we operate a zero-tolerance approach towards the possession and/or use of illegal drugs, illegal gaming or betting, violence and drunken, abusive or threatening behaviour (both verbal and physical) and we expect all our staff to be treated with respect.

12.2 If at any point before, during or after your Event we or our representatives have reason to believe that your, your Guests' or your Suppliers' behaviour is discourteous, unacceptable, dangerous or unlawful or fails to comply with the licensing laws, regulations or conditions or any planning conditions governing the use of the Venue, we or our representatives will at our absolute discretion be entitled to take such action against you, your Guests or your Supplier (as the case may be) as may be necessary to prevent such behaviour continuing and in order to safeguard our staff, including cancellation or termination of the Event.

13. Publicity

13.1 You may not use our name, trade marks or logos, or the names, trademarks or logos of the Venue without our prior written consent, except as necessary for inviting and directing Guests to the Event; nor hold yourself out as a representative of or in any way connected with or affiliated with us or the Venue. You may not advertise the Event to the public by any means without our prior written approval.

14. Cancellation and Termination

14.1 You may cancel the Agreement by written notice to us. In the event of cancellation, we shall be entitled to retain the Deposit and:

- (a) Cancellation between twelve and sixteen weeks before the date booked will incur a charge of 25% of the total invoice
- (b) Cancellation between eight and twelve weeks before the date booked will incur a charge of 50% of the total invoice
- (c) Cancellation between four and eight weeks before the date booked will incur a charge of 80% of the total invoice
- (d) Cancellation four weeks or less before the date booked will incur a full charge.

14.2 We may terminate the Agreement by written notice to you, and may retain the Deposit, if:

- (a) you commit a material breach of the Agreement and (in the case of a material breach which is capable of remedy) fail to remedy that breach within such a reasonable period of time as we may specify; or
- (b) you become insolvent or bankrupt, or are the subject of an administration, or enter into any voluntary arrangement with creditors, or are subject to any equivalent event or proceedings.

14.3 We may terminate the Agreement by written notice to you, and shall return the Deposit to you, if:

- (a) we are, or reasonably believe we will be, unable to perform the Agreement for reasons outside our control including but not limited to the Force Majeure events set out herein; or
- (b) we otherwise require any material changes in the arrangement of the Event which are not acceptable to you (other than any substitutions we may make under clause 9.6).

14.4 In the event of cancellation by us our sole liability shall be to refund any monies paid by you. In no circumstances shall We be liable for any loss (including consequential loss) or damage suffered by you resulting from such cancellation howsoever the same may be caused.

15. Force Majeure

15.1 An event of force majeure is an event or circumstance which is beyond our control and includes but is not limited to: (a) strikes or industrial action; (b) riot, war, civil disturbance, acts of terrorism, rebellion, or compulsory acquisition by any governmental or competent authority; (c) acts of God, earthquakes, flood, storm, hurricane, fire, sinkholes or other physical natural disaster; (d) pandemics, epidemics and quarantine; (e) compliance with any law or governmental order, rule, regulation or direction; (f) failure of a utility service, or interruptions or problems occurring from gas, electricity or water pipelines; (g) theft, burglary or malicious acts of third parties; and (h) any other events including emergencies and non-emergencies

15.2 Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.

16. Notices

16.1 All notices under the Agreement shall be in writing and delivered by hand, sent by pre-paid first class post or sent by email (with an automatic confirmation of receipt) to the address given for the recipient party's contact person identified in the Proposal or to such other address as shall be notified by the recipient party to the other.

17. Assignment and sub-contracting

17.1 You may not assign, sub-contract or otherwise dispose of any of your rights or obligations under the Agreement without our consent.

18. Variation

18.1 Any variation of the Agreement must be in writing and signed by the parties or their authorised representatives.

19. Law

19.1 The Agreement and any connected claims (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and subject to the exclusive jurisdiction of the English courts.