

Standard Terms and Conditions

These terms and conditions apply to all Events held at the Premises and for events at which we provide Outside Catering. You agree to be bound by them by booking an Event at the Premises as the organiser of that Event, purchasing tickets to attend an Event held at the Premises and organised by us or someone else or by booking us to provide Outside Catering at an event held elsewhere other than the Premises.

Definitions

Agent	- means any person, company or unincorporated association acting as our sales agent in respect of Ticket sales.
Customer(s)	- means any person, company or unincorporated association booking an Event or purchasing Tickets to attend an Event at the Premises.
Deposit	- means the amount of money we ask you to pay and you agree to pay at the time of booking to guarantee an event.
Event	- means any event, party, function, gathering, assembly, meeting or similar happening or held at the Premises.
Event Organiser(s)	- means any person, company or unincorporated association organising an Event and contracting with Us as a Customer.
Guest(s) or guests	- means any person attending an Event organised by an Event Organiser.
Outside Catering	- means the supply of food, beverages, equipment and staff provided by us at premises not normally operated or owned by us such as a Customer's home, other venue or marquee on land not owned or leased by us.
Premises	- means the licensed function and banqueting premises operated by us at which the Event has been booked.
Price	- means the price of any tickets, goods, food, beverages or services provided or to be provided by Us to You.
Ticket	- means entry to an Event organised by us held at the Premises for which payment must be made to Us or our Agent.
We/Us/Our or we/us/our	- means Wilshaws of Bexton Limited (Company Number: 07761036) whose registered office is EFCIS Suite 21 Edwin Foden Business Centre, Moss Lane, Sandbach, CW11 3AE as operators of the Premises and its successors and assigns.
You/Your or you/your	- means the person, company or unincorporated association completing a booking form to hold an Event or purchasing Tickets to

attend an Event at the Premises.

Terms Which Apply to All Customers

1. If we accept your booking request and agree to enter into a contract with you, we may keep a record of the transaction for a period of 6 years.
2. All charges and amounts due to Us from You will be paid by You without deduction, set-off or withholding as a debt due on demand as if it were a charge for the Event.
3. All food and beverages consumed on the Premises are only available from us and Customers or Guests must not provide their own food or beverages for consumption on the Premises unless we agree in writing. If we do allow you to bring food or beverages onto the premises or you bring or any person attending an event organised by you brings food or beverages onto the premises without our consent we reserve the right to make a reasonable and appropriate charge as if we had supplied the food which you agree to pay. We also reserve the right to charge corkage in respect of any beverages we do allow you to bring on to the Premises and for the avoidance of doubt we shall not be under any obligation whatsoever to allow you to do so.
4.
 - (i) Food and beverages provided are subject to market availability and prices may be altered. In the event we need to alter the price after the contract is formed we will write to you and give you the opportunity of accepting the amendment of the price or an alternative ingredient or item at the original price agreed. Whilst we make every effort to produce the exact menu agreed, we reserve the right to alter particular ingredients or items on the menu if they are not available, and replace them with suitable alternatives.
 - (ii) We provide information about food allergies and intolerances so as to comply with the Food Information Regulations 2014 on request and it is your responsibility to inform us of the dietary requirements of your guests. We will provide suitable dietary alternatives for guests providing we have notified of their relevant allergies or intolerances at least 48 hours before an event.
 - (iii) As we use fresh ingredients in the preparation of meals you and your guests are advised that fish may contain small bones and fruits may contain seeds and stones and we ask you take reasonable care when eating these foods.
5.
 - (i) We operate a strict "Challenge 21" age policy in relation to the sale of alcoholic beverages and reserve the right to refuse to serve any Customer, Guest or any person attending an Event who cannot prove their age by way of International Passport, UK

Photo Driving licence or Proof of Age Scheme Card with PASS accredited Hologram logo ("Relevant ID") or who we suspect is purchasing alcohol for consumption by a person who cannot prove their age by way of Relevant ID. We further reserve the right to refuse to serve or remove from the Premises any Customer or person whose behaviour is disruptive, unruly or abusive at our sole discretion. Nothing in these Terms and Conditions shall oblige us to serve alcoholic beverages to anyone.

- (ii) We operate a zero tolerance policy with regard to the misuse of drugs and reserve the right to remove any person from our Premises we suspect of misusing or dealing in drugs.
 - (iii) We operate a zero tolerance policy, whereby abusive, offensive, aggressive or violent behaviour towards our staff will not be tolerated under any circumstances and we reserve the right to remove any person from our Premises whose behaviour at our sole discretion either is or is likely to cause upset, distress or harm to any of our staff or contractors.
 - (iv) We reserve the right to engage the services of door supervisory staff if at our absolute discretion it is necessary for door supervisory staff to be present at your Event to ensure the objectives set out in the Licensing Act 2003 are maintained or this clause 4 to be complied with. You must pay us for the cost of any door supervisory staff we engage.
6. Any confirmation or agreement under or in connection with your booking must be made in writing (which shall include e-mail).
7. Nothing in these Conditions shall serve to limit or exclude our liability to you in respect of fraud or death/personal injury caused by our negligence.
8. Our liability (whether arising from an action in contract law, tort (including negligence) or otherwise) shall be limited as follows:
- (a) we shall not be liable to you in respect of any loss of profit, loss of anticipated savings, loss of goodwill or injury to reputation, loss of business opportunity, loss suffered by third parties or any form of indirect, consequential or special loss;
 - (b) our total liability to you shall be limited to the amount of the Price paid by you.
9. If any provision of these Terms and Conditions is held to be invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected.
10. These Terms and Conditions, written booking process referenced in these Terms and Conditions and any other document issued by us and expressly stated to be incorporated into the terms of the contract

between us constitutes the entire agreement between us and you. In entering into a booking with us you acknowledge that you have not relied upon any statement or representation from us save as set out in these Terms & Conditions or as stated in writing as part of the booking process. No terms contained within any purchase order or purported by you in any correspondence shall form part of a contract between us unless agreed by us in writing.

11. No term of any contract between us arising from these Terms and Conditions is intended to confer a benefit upon or be enforceable by any third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
12. The language of any contract formed will be English. The Terms & Conditions shall be construed in accordance with English Law and you agree to submit to the exclusive jurisdiction of the English Courts.
13. We may change the terms upon which we make Events and Tickets available from time to time without notice to you and any subsequent booking requests you may make will be subject to those changes.
14. We use your personal information to keep you informed about events, news and offers, which we think will be of interest to you. We will also use your information to provide you email bulletins and other email alerts letting you stay up to date about relevant events and offers. We may also use the information to process any transactions you undertake with us and for internal administration and analysis. We do not sell, rent or trade your personal information to third parties for marketing purposes but we may make it available to other companies within the same group of companies as us. If you do not wish to receive such information and wish to have your details removed from our database you can write to us at any time to:

The Data Controller, Wilshaws of Bexton Limited, EFCIS Suite 21, Edwin Foden Business Centre, Moss Lane, Sandbach, CW11 3AE.

15. In the event you do not pay us in accordance with these Terms and Conditions we reserve the right to charge where appropriate late payment charges and late payment interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2013.

Terms Which Apply to Customers Organising Events

16. Details of the Event you are booking will be recorded on a booking form or letter produced by us which is incorporated into the contract between you and us and it is your responsibility to ensure the details recorded on the booking form are accurate and complete.
17. Once we accept your booking a contract is formed between us which incorporates these Standard Terms and Conditions. Upon the formation of the contract the date specified for the Event will be

reserved but will not be guaranteed until we have received the Deposit we have requested from you in cleared funds.

18. You must pay the Deposit within fourteen days from the day after we send you confirmation of the contract between us. We reserve the right to cancel the contract without liability to us if you do not pay the Deposit and you shall be liable for those payments set out in clause 30. If the Event is scheduled to commence less than fourteen working days from the day after we send you confirmation of the contract between us then the Price is payable in full immediately.
19. You must pay the full price of the Event (including all food and beverage consumed at the Event) before the end of the Event or earlier if we request you to make earlier payment. We may offer you an arrangement to pay in advance by instalment and you agree to pay by instalment if asked to do so. Any delay or failure on your part to pay any instalment payment when due shall entitle us to demand the total remaining balance of the Price in full. We may at our sole discretion grant credit facilities when dealing with you as a business customer subject to status and satisfactory credit checks.
20. Your confirmed booking includes the guaranteed minimum number of people you must pay for within the Price and this number cannot be reduced. There shall not be an obligation on us to provide food or beverages to any persons attending an Event over and above the number of persons you confirm either at the time of booking or in accordance with this clause 20 although we may agree to for you to increase the number of Guests attending an event at our sole discretion at any time. We shall however charge you for the minimum number of guests or the quantity and amount of food and beverages provided or the quantity and amount of food and beverages ordered whichever is greater. We reserve the right to charge a supplement in respect of late changes to numbers or menu selections or late requests for dietary alternatives.
21. Your confirmed booking includes the use of the room or rooms we have specified commencing and ending at the times we have specified. We will also provide you and your contractors with up to 2 hours of additional time to decorate the room or rooms and for Acts to set up any equipment required (the Set-Up) subject to clauses 30 and 31 on the day of the Event. You must follow any instruction given to you during the Set-Up by us and our decision on the Set-Up, the positioning of any item on the Premises and the suitability of any item brought on to the Premises is final. Please be aware that our staff may also need to set-up the room or rooms during the Set-Up and you must not hinder or obstruct them in any way. You must not move any item or piece of furniture belonging to us during the Set-Up and you must act responsibly and safely at all times during the Set-Up and must not work at height. Children under the age of 16 are not permitted on the Premises during the Set-Up under any circumstances.
22. Any equipment or other items you require for your event must be delivered during the Set-Up time and must not be delivered at any other time unless we agree otherwise.

23. In the event you require access to the Premises the day before your Event then this is provided only at our sole discretion and subject to availability. You will be charged at the prevailing rate for hiring the Premises in order to provide such access.
24. All your property must be removed from the Premises within 2 hours of the end of the Event and we accept no liability for anything left behind. Any item left behind which is of no obvious inherent value or which is perishable will be disposed of immediately and any lost property will be kept by us for a period of 90 days and destroyed or disposed of at our sole discretion if not claimed
25. If at our sole discretion you do not remove your property from the Premises in accordance with clause 24 with the intention of returning to collect it later we will charge you a minimum of £240 to facilitate its later removal which will be on a date and at a time set by us.
26. In agreeing to purchase food and beverages from us you agree to make your Guests attending the Event aware of the contents of clauses 3, 4 and 5 of these Terms and Conditions.
27. If an Event is cancelled by us, other than pursuant to clauses 23 or 24 we will credit the sum paid by you as soon as reasonably practical. If the time, date, venue or subject of the Event is changed subsequent to your booking, you will be notified and given the option to cancel your booking. Our liability is excluded pursuant to clause 8 herein.
28. We may (at our option) terminate the contract without liability to us if at any stage it appears to us (acting reasonably) that you have not complied with these Conditions and you will not be entitled to repayment of any monies paid or due to us and the cancellation charges set out in clause 30 will apply as if the Event had been cancelled by you.
29. We reserve the right to cancel, suspend or vary the operation of our contract with you if events occur which are outside of our reasonable control without liability and all sums paid to us will be forfeit.
30. If you cancel the Event after we accept your booking the following charges will apply (calculated from the first day of the month of the Event):
 - **More than 12 months before the stated start of the Event** – Loss of Deposit.
 - **Within 12 to 6 months before the stated start of the Event** – 25% of the total Price plus the Deposit.
 - **Within 6 months to 4 weeks before the stated start of the Event** – 50% of the total Price plus the Deposit.
 - **Within 4 weeks to 7 days before the start of the Event** – 75% of the total Price plus the Deposit.
 - **Within 7 days of the start of the Event** – 100% of the total Price.

You expressly agree that these cancellation charges shall apply irrespective of when an Event is booked and that all sums payable whether by way of forfeit or otherwise are a genuine pre-estimate of our loss.

31. Any typographical, clerical or other similar accidental error or omission made by us in respect of your booking shall be subject to correction without any liability on our part.
32. We agree to provide the Event using our reasonable skill and care. Except as otherwise provided in these Conditions, and except where the booking is made on behalf of a person dealing as a consumer (within the meaning of the Unfair Contract Conditions Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the booking of an Event is made on behalf of a person dealing as a consumer, nothing in these Conditions shall affect his or her statutory rights.
33. You will be liable for any loss or damage to equipment or property caused by you or your Guests. We will try to mitigate any loss as far as possible and will pass on any charges at cost.
34. We reserve the right to prohibit or limit the use of decorations brought on to the Premises by you, your Guests or any third party supplier acting on your behalf including but not limited to flowers, balloons, streamers, candles or similar if at our sole discretion any such decorations are unsuitable for use at the Premises. You or your Guests must not attach any form of decoration, sign, poster or picture to any painted or decorated surface at the Premises.
35. Fireworks, sky lanterns (sometimes known as Chinese lanterns) and toy balloons can be dangerous to aviation these are not allowed at any of our Premises under any circumstances and especially at Leicester Warren Hall and Tabley House which are underneath and within 5 nautical miles of the flightpath in to and out of Manchester International Airport. As their use is strictly controlled the police take very seriously the unauthorised release of fireworks, sky lanterns and toy balloons which may result in a charge of "endangering the safety of an aircraft" which carries a prison sentence of up to five years. You MUST NOT, and you MUST ensure your Guests do not, set off or release any fireworks, sky lanterns and toy balloons and as the organiser of an Event you will be liable for any civil or criminal sanction or penalty arising from any such set off or release.
36. You may enter into a contract with disc jockeys, entertainers, musicians or other performers ("Act(s)") to attend an Event organised by you at Leicester Warren Hall subject to the following conditions:
 - (i) Acts will not be permitted to play or perform unless they contact us not less than 7 days before the event is scheduled to commence and agree to abide by the rules and regulations in force for the performance of entertainment at the Premises, and
 - (ii) the use of bass bins is not permitted under any circumstances at Leicester Warren Hall, and

- (iii) speakers must not be situated directly onto the floor and must be mounted on professional quality tripod stands placed on sound absorbent matting provided by us, and
- (iv) speakers and amplification equipment must not be connected to any power sockets not designated by us for that purpose, and
- (v) all amplified music must be played through speakers connected to an amplifier with pre-set levels provided by us unless we agree otherwise in writing, and
- (vi) no speaker may be situated such that it is pointed at an angle of less than 90° towards White House Farm Cottage adjoining Leicester Warren Hall, and
- (vii) the levels of any amplified music or voice must be set and maintained at our sole discretion and we reserve the right to limit the level of any amplified music or voice by means of automated level controls or manual intervention and to interrupt the power supply to any speaker or amplifier or terminate any performance which at our sole discretion does not comply, and
- (viii) no entertainment may continue after the time specified on the Premises Licence issued by Cheshire East Council pursuant to the Licensing Act 2003 or any earlier time specified by us. You acknowledge and agree that the electrical supply to the stage at the Premises will be automatically switched off two minutes after the time entertainment must finish.
- (ix) no live music will take place after 10.00pm, and
- (x) all external doors and windows at the Premises must be kept closed after 10:00pm to conform with a condition imposed on our Premises Licence by Cheshire East Council pursuant to the Licensing Act 2003 and you agree to be responsible and liable for you and your guests and Acts in complying with this condition, and
- (xi) For the avoidance of doubt we reserve the right to cease without liability any performance of a licensable activity at the Premises (as defined by the Licensing Act 2003) if at our absolute discretion that performance is likely to cause or is capable of causing a nuisance to our neighbours or others or is likely to cause a breach of the Licensing act 2003 or the Environmental Protection Act 1990, and

You warrant that you have read and understood the terms of this clause 30 and that you have communicated it to your Guests and Acts and you further warrant to indemnify us against any loss whatsoever and howsoever arising out of a breach of this clause 30 by you, your Guests and Acts.

Terms Which Apply to Customers Purchasing Tickets

37. A contract incorporating the terms below is formed when we confirm your purchase by email. The invoice we will send you is/are the actual ticket(s) for the event.
38. Entry to an event at Leicester Warren Hall is upon presentation of a valid ticket only. We reserve the right to refuse admission to any ticket holder if, in our reasonable opinion, admission of the ticket holder might be a risk to the safety of other guests and/or our employees, and/or affect the enjoyment of other guests by way of being a nuisance, annoyance or otherwise.
39. We reserve the right to alter the advertised content of any event due to any unforeseen or unavoidable circumstances and, except where content alteration is material, no refunds, exchanges or alternative use of tickets shall be offered or made available in such circumstances. Save for material alteration of content/cancellation or as aforementioned tickets may not be exchanged nor money refunded after purchase. If tickets are returned to us prior to the date of performance we will attempt to resell such tickets on your behalf subject to the deduction of an administration fee. Such re-sale is not guaranteed and we shall not be liable for any refund or loss if tickets remain unsold.
40. If a ticket is resold or offered for resale by anyone other than us or one of our authorised Agents it will become void and the holder may be refused entry to the event. For the avoidance of doubt, this includes resale or attempted resale on the internet. Tickets may not be used for advertising, promotion (including contests and sweepstakes) or for any other trade purposes.

Terms Which Apply to Customers Taking Food from the Premises

41. The food at the Premises has been prepared for the purpose of immediate consumption at the Premises and NOT for takeaway. We do not operate a safe system of transportation for food and leftovers to be taken away for later consumption. If you or any person attending an event organised by you requests pre-served leftover food to take away from the Premises you agree that it is NOT our policy to allow food to be taken away to be eaten at a later time due to potential risks to health and therefore you and any person attending an Event organised by you do so entirely at your/their own risk. We and our employees, agents and suppliers do not accept liability for any loss, claim or damage, whether direct or indirect howsoever arising from any food taken away by the Customer or any other person attending an Event at the Premises.
42. In the event you or anyone attending an event organised by you does take food away from the Premises you understand that restaurant leftovers can be potentially unsafe if kept at a temperature in the "danger zone" between 4°C and 65°C. Leftovers may become unsafe if they stay in the danger zone for too long during transportation or storage or are contaminated with bacteria from, for example, unclean hands or implements used on other foods, drips from raw meat or contacting unclean surfaces and a number of

other situations. Some of our food may have been previously frozen and therefore is not suitable for freezing. You expressly warrant that you will ensure that any person attending an event organised by you and taking away food from the Premises is made aware of these clauses 35 and 36 herein.

43. In consideration of any food taken away by you or anyone attending an event organised by you, you fully and irrevocably indemnify us against any claim or loss howsoever arising from any food taken away from the Premises.
44. We give no warranty and make no representations whether express or implied as to the fitness of any food taken away by the Customer for any purpose.

Terms Which Apply to Customers for Outside Catering.

45. Where we agree to provide Outside Catering in your premises or premises hired or leased by you we shall bring with us and charge you for all the food and beverages you have agreed to pay for and anything we may reasonably need to prepare and serve it together with the necessary staff at the Price agreed. We reserve the right to charge you and you shall pay as a debt due without deduction or set off any additional charges we are forced to incur because additional equipment is required due to nature of the premises in which you have asked to provide the Outside Catering.
46. We do not accept any liability howsoever arising in the event any facilities, equipment or services you have told us are available or which we have asked you to provide at the premises are not working or are not available at the time we require them. It is your responsibility to ensure there are working and adequate supplies of electricity, gas and water (unless we have advised you we do not require them).
47. We do not accept any liability arising as a result of any inability whatsoever preventing access to any Premises at which you have asked us to provide Outside Catering and it is your responsibility to ensure we have adequate and timely access to any such premises.
48. The food we provide as part of any Outside Catering is intended for immediate consumption by you and your Guests and we will take away and dispose of any leftovers. In the event you or any person attending an Outside Catering Event organised by you requests pre-served leftover food to be left behind by us for later consumption then the terms of clauses 35 to 38 above shall apply as if the food had been provided at our Premises.
49. You must ensure you have adequate public liability insurance for any Event at which you have asked us to provide Outside Catering as neither we nor our insurers accept any liability whatsoever in respect of you and your Guests other than liability which is reasonably foreseeable in the supply of our goods and services and for which we or our insurers have either agreed to be liable save for any exclusion or limit of such liability.