

## Waterfall Terms And Conditions

### 1. Definition

In these Terms and Conditions the following definitions apply. Booking means the reservation by a Client of function rooms, bar area, tables, equipment, tickets, hospitality or other facilities for a certain date or dates. Booking Form means the Company's standard booking form setting out details of a Booking.

Client means the Organisation, Person or Company by whom a Booking is made and named on a Booking Form.

Contract means the agreement between the Company and the Client for a Booking set out in a Booking Form under these Terms and Conditions.

Event means an Event to be held by the Client at the Company's premises detailed on a Booking Form

Company means Waterfall Leisure Ltd. registered office Lasyard House, Underhill Street, Bridgenorth, Shropshire. WV16 4BB.

Guest means representative of a Client attending Events.

### 2 General

2.1 These Terms and Conditions are confirmed as accepted by a Client once the Client has completed and signed a Booking Form.

### 3. Bookings

3.1 Upon receipt of an enquiry from a Client the Company will make a provisional booking of an Event and shall then send a Booking Form to the Client for signature. The return of a signed Booking Form shall bind the Client and Company to a Contract. These Terms and Conditions will take precedence over any others proposed by the Client.

3.2 The Booking shall remain provisional until the return of a signed Booking Form. If a Booking Form is not returned by the Client to the Company within seven days of issue or if time does not allow then 48 hours prior to an Event the Booking shall lapse and the Company shall be entitled to re-let the facility.

### 4 Payment

4.1 The Company requires a non-refundable deposit of £150.00, or full payment if less than £150.00, at the point of a confirmed Booking.

4.2 Full payment of any booked items shall be received at least 14 days prior to the event.

4.3 The company may request a refundable deposit of £250.00 against damages and breakages

4.4 All charges quoted include VAT, at the prevailing rates.

## 5 Amendments or Postponements by the Client

5.1 Any request to transfer the date of an Event is required in writing from the Client.

5.2 A fee of 10% will be incurred for each Event transferred.

5.3 Events can only be transferred twice before becoming automatically cancelled.

5.4 Events transferred and subsequently cancelled are subject to cancellation fees as per clause 6.

5.5 Any requests to amend the date of an Event less than 30 days prior to the Event taking place will incur the full cost of the Event as per the Booking Form

5.6 Final Guest numbers for a Booking must be confirmed to the Company at least 3 weeks prior to an Event. This will be the minimum number for which the Client is charged.

5.7 If the Guest numbers are reduced then the Company reserves the right to allocate the Client to a different room  
5.8 Additional Guests are welcome subject to room availability and within the constraints of its facilities and invoices will be rendered as per Clause 3.2.

## 6. Cancellation by the Client

6.1 The Client is advised to take out insurance against any cancellation of a Booking

6.2 In the event that the Client needs to cancel a Booking the Client will forfeit any deposit paid.

6.3 The Client will also have to make the following payments as a percentage of the anticipated total charges as specified on the Booking Form or amended by a later correspondence, less any deposits paid or charges made under clause 5: Less than 30 days prior to the Event 100% Between 30 and 60 days prior to the Event 50% More than 60 days prior to the Event 25%

6.4 The Client agrees to the specified amount being deducted from the credit card taken at the time of the booking.

## 7. Cancellation by the Company

7.1 The Company may cancel a booking if an Event might: i. Prejudice its reputation. ii. The Client is more than 7 days in arrears with any payment to the Company. iii. The Client becomes bankrupt or goes into liquidation.

7.2 The Company will endeavour to run all advertised Events but due to unforeseen circumstances it may be necessary to reschedule or cancel a particular Event. In such cases the Company will not accept any consequential liability irrespective of notice given.

7.3 Full refunds will be made when an Event is cancelled by the Company.

## 8 Food & Drink

8.1 The Company reserves the right to amend menu choices if items are not available

8.2 When the Client brings their own catering the Company accepts no

responsibility for it.

8.3 The Company does not provide crockery or cutlery when the Client supplies their own catering unless organised prior to the event, for which there will be a charge.

8.4 The Company does not allow any drinks to be brought onto its premise by the Client or any of their Guests.

## 9. Indemnity

9.1 The Client shall indemnify and hold harmless the Company for any claim resulting from injury to persons and damage or theft to third party property or people except as a direct result of the negligence of the Company or its employees. The Company shall not be liable for any financial, economic or consequential losses of any kind that may be incurred by the Client or their Guests either directly or indirectly in the performance of the Contract. In any event the maximum liability of the Company shall not exceed the value of the services paid.

## 10. General

10.1 Should any of the Clients Guests be unwilling or unable to cease any unacceptable behaviour then the Company reserves the right to immediately cease the Event and request that they leave the premises without refund or waiver of monies either already paid or due.

10.2 The Client will be responsible for any loss or damage sustained by the Company as a result of an act, omission or negligence of itself or any other third party.

10.3 The Client will supply details of all personnel attending upon request.

10.4 All equipment brought in by the Client should be NICEICI Tested.

10.5 Guests are responsible for making themselves aware of the building evacuation procedures.

10.6 Approval must be obtained by the Client from the Company for any items to be fixed to walls, floors and / or ceilings.

## 11 Jurisdiction

11.1 These Terms and Conditions of Business shall be interpreted in accordance with English Law and the parties agrees to submit to the jurisdiction of the English Courts.

## 12 Entire Agreement

12.1 These Terms and Conditions apply to any Event offered by the Company.

12.2 If there is any conflict between these Terms and Conditions and any others then these Terms and Conditions shall prevail unless expressly otherwise agreed in writing by a Director of the Company.