

Please note that for any events for which we cater at the site of Letheby & Christopher at Edgbaston Cricket Ground, our Terms of Trade, to which all quotations, estimates and agreements are subject, are as follows:-

1. **Definitions**

In these terms of trade the following words shall have the following meanings: “the Company” means “Letheby & Christopher”; “the Customer” means the person, firm or company which engages the Company to provide the Services at Edgbaston Cricket Ground; “the Services” means the provision of catering services, function services and supply of consumables; “Consumables” means the food, drink, wines and spirits supplied at the Event; “the Event” means the banquet, function, wedding, conference, exhibition or specified occasion, the date of which has been agreed by the parties and at which the Company is engaged to provide the Services.

2. **Consumables**

- a) The Company has the sole right to the provision of the Services at the Event and no Consumables may be brought into Edgbaston Cricket Ground by the Customer or its guests without the prior written consent of the Company. Where with the Company’s consent Customers consume their own beverages a corkage charge shall be applied.
- b) The Company reserves the right to charge for all opened bottles, notwithstanding the fact that they have not been consumed.
- c) When Consumables are charged on a consumption basis, the Customer shall check the opening and closing of stocks of Consumables in the presence of the Company’s representative(s). In the event of a Customer refusing or delaying to do so, the figures recorded by the Company shall be conclusive.
- d) It is the Customer’s responsibility to notify the Company of its authorised representative(s) for the Event and to ensure that all orders of Consumables are signed for by the authorised representative of the Customer. Where the Customer fails to notify the Company of its authorised representative(s) or orders are placed by persons other than a Customer’s authorised representative, the figures recorded by the Company shall be conclusive and the Customer shall be bound to pay the charges for the Services. The Company will not accept any adjustments to the price unless this procedure is followed.
- e) All Consumables offered are subject to availability. Where Consumables are not available, all reasonable endeavours will be made to offer the closest available substitute.
- f) Pre-booked alternatives to any agreed menu may be offered at an agreed supplementary charge.

3. **Numbers Attending**

- a) At the time of booking the Customer shall provide details of the Guaranteed Minimum Number of persons attending the Event on the front page of these terms and conditions.
- b) The Customer shall confirm the Expected Numbers attending not less than 14 working days (Monday-Friday, excluding bank holidays) prior to the Event. Charges for the Services will be based on that number or the number actually attending, if greater. If the Company provides the Services for any number less than the Guaranteed Minimum Number the Company’s charge to the Customer based on the Guaranteed Minimum Number previously advised, will nevertheless apply in full. However, a 10% “slippage” is allowed on attendance up to 14 days prior to the event. If under the 14 days, the contracted numbers will apply.
- c) The Customer agrees to commence the Event promptly at the time agreed with the Company and to procure that those persons present at the Event vacate the room designated for it at the time stated on the front page of these terms and conditions.
- d) The Customer shall ensure that those attending the Event are ready to be served their food at the time agreed and that meals are completed within any pre-agreed time period.
- e) The Customer agrees to reimburse all expenses incurred by the Company resulting from the Customer’s breach of its obligations hereunder including (without limitation) any additional payments to staff.

4. **Room Hire**

- a) Any rooms or areas of Edgbaston Cricket Ground made available to the Customer are by agreement with Warwickshire County Cricket Club to whose Terms and Conditions of Hire the Customer is subject. Unless otherwise stated to the contrary on the first page of these terms and conditions, charges quoted by the Company to the Customer are exclusive of the cost of any room hire charges and/or any entrance ticket charges payable to Warwickshire County Cricket Club pursuant to their Terms and Conditions of Hire.
- b) The Customer will ensure that the Event will not be conducted and that its guests will not behave in a way which will or may constitute a breach of the law or cause a nuisance or be an infringement of any premise licenses held by the Company or Edgbaston Cricket Ground. In particular (but without limitation) the Customer shall ensure that there is no illegal betting or gaming.

- c) The Company reserves the right to exclude or eject any persons from the Event who it shall reasonably consider to be objectionable (including any person engaged by the Customer to provide entertainment or perform any other duties at the Event). The Customer will be liable for any liability arising thereby and shall indemnify the Company accordingly save where the Customer establishes negligence or bad faith by the Company.

## 5. Charges

- a) All charges for the Services will be the charges quoted by the Company at the time of booking (subject to any adjustment in accordance with these terms and conditions) or where no charge is quoted, the charge listed in the Company's published price list at the date of acceptance of the Customer's booking.
- b) All charges are exclusive to Value Added Tax at the current rate, unless otherwise stated.
- c) All payments are required in pounds Sterling.
- d) The Company reserves the right to require a deposit payable at the time of booking - such deposit being equal to the amount specified on the first page of these event contract/terms and conditions. The Company also reserves the right to require 100% "Balance Payable" no less than 14 working days prior to the event where the Balance Payable is equal to the full contracted revenue as stated on the first page of these terms and conditions. The Deposit which is non-refundable and the Balance Amount will be payable as specified on the first page of these terms and conditions. A booking will not be considered confirmed until a signed contract is received by the venue. Time for payment of the amounts due is of the essence and the Company reserves the right to cancel the provision of Services to any Event for which the amounts due hereunder have not been paid by the due dates.
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|--------------------|--------------|
| 0 - 30 days out    | 100% payment |
| 31 - 90 + days out | 50% payment  |
- e) The Company reserves the right to make additional charges for Events commencing before or running on beyond the normal contracted hours as stated on the front page.
- f) Customers shall pay the balance of any additional charges over and above the amounts due pursuant to clause 5 d above within 14 days of invoice date. The Company reserves the right to charge interest on overdue accounts at a rate equal to the base rate of National Westminster Bank.
- g) If the Customer fails to make payment of any charges on the due date then, without prejudice to any other rights or remedy available to the Company, the Company shall without liability to the Customer, be entitled to cancel the provision of the Services and any orders for future Services from the Customer and charge the Customer for any charges outstanding and the cost of recovery thereof.

## 6. Cancellation by the Company

- a) The Company may cancel the provision of the Services to an Event and forthwith terminate this Agreement and the rights granted to the Customer if:-
- (i) Edgbaston Cricket Ground or part of the Edgbaston Cricket Ground has to be closed for reasons beyond the Company's control and/or the Edgbaston Cricket Ground is required for the staging of a sporting, cultural, or other entertainment event which shall be open to attendance by the general public, which event was not known by the Company to be staged at the Edgbaston Cricket Ground at the date of this Customer booking and the staging of which event shall take precedence over the Event; or
  - (ii) The Customer is already in arrears with any payment due to the Company and/or Warwickshire County Cricket Club; or
  - (iii) The Customer is in breach of any of these terms and conditions and/or Warwickshire County Cricket Club Terms and Conditions of Hire and fails to rectify such breach within 7 days of written request so to do by the Company and/or Warwickshire County Cricket Club; or
  - (iv) The Customer becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
  - (v) The Customer (being an individual) is adjudicated bankrupt or dies.

## 7. Cancellation by the Customer

- a) A confirmed booking shall only be deemed to be cancelled when the Company receives written notification of the cancellation.
- b) Where a customer cancels the provision of the Services, in addition to loss of the Deposit, the Customer shall pay to the Company the following charges (credit being given for the amount of the Deposit paid):-
  - (i) Over 24 weeks notice of cancellation –  
No cancellation charge
  - (ii) Between 24 and 12 weeks notice of cancellation –  
25% of full charge
  - (iii) Between 12 and 6 weeks notice of cancellation –  
50% of full charge
  - (iv) Between 6 and 4 weeks notice of cancellation –  
75% full charge
  - (v) Less than 4 weeks notice of cancellation  
100% of full charge

## 8. **Liability**

- a) The Company shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Services if such delay or failure is due to any cause beyond the Company's reasonable control (including (without limitation) regulations, bye-laws, prohibitions of any kind on the part of any governmental or local authority, strikes, or other industrial or trade disputes, acts of God, national or local disasters, flood, fire, accident, sabotage, insurrection, civil disturbance, war, acts of terrorism or the threat of war or terrorism or any event causing the whole or part of Edgbaston Cricket Ground to be closed to the public [or the staging of a sporting, cultural, or other entertainment event which shall be open to attendance by the general public, which event was not known by the Company to be staged at Edgbaston Cricket Ground at the date of this Customer booking and the staging of which event shall take precedence over the Event]). In such circumstances the charges payable by the Customer may be subject to abatement by a fair and reasonable apportionment.
- b) The Company shall have no liability to the Customer for any consequential loss to the Customer arising out of or in connection with the provision of the Services pursuant to the contract formed by these terms and conditions and (except in respect of death or personal injury resulting from negligence) the total liability of the Company for any other loss of the Customer shall not exceed the price payable by the Customer for the Services.
- c) The Company does not accept liability for loss or damage to any object, equipment, furniture, stock or other property of any sort brought onto the premises by the Customer or hired by the Company on the Customer's behalf howsoever such loss or damage may occur unless as a direct result of the Company's negligence. All such property will remain under the care and control of the Customer and is entirely at the Customer's own risk.

## 9. **General**

- a) The Customer will not use the name "Letheby & Christopher" or "Edgbaston Experience Ltd" or "Warwickshire County Cricket Club" or any associated brands in any of its advertising or publicity for the Event without the prior written approval of the Company.
- b) The Company reserves the right to move your event to a different function room, to that detailed in your event contract, subject to business demands. Your event/rights will not be affected.
- c) No variation to these terms and conditions shall be effective unless agreed in writing and signed on behalf of the Company and the Customer.
- d) Any notices to be given under these conditions must be given in writing and delivered personally or sent by pre-paid recorded delivery or registered post or by facsimile to the addresses of the parties stated on the front page of these terms and conditions.
- d) These terms and conditions shall prevail over any conditions offered by the Customer.
- e) The Customer may not assign, transfer or sub-contract its rights and/or obligations under these terms and conditions without the prior written consent of the Company.
- f) If the expression the Customer includes more than one person those persons shall be jointly and severally liable under these terms and conditions.
- g) These terms and conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising.

All details are correct at time of printing 15 May 2013

However you may be advised of slight variations in specification and charges should circumstances dictate.

The Customer is requested to complete the front page of these terms and conditions to signify its receipt and acceptance of these terms and conditions and to return the completed form to Letheby & Christopher at Edgbaston Stadium.