



DRAYCOTT EDUCATION CENTRE

Terms and Conditions

1. **Definitions**

In these terms and conditions, "The Client" means the person, firm or company making the booking, and 'the Booking' means the function to be catered for by Draycott Education for the Client; and 'the Quotation' means Draycott Education's quotation of price based on the estimated number of persons who will be attending the booking.

2. **Quotation**

A quotation is valid for three months from the date thereof unless otherwise stated.

3. **Numbers**

All prices quoted are for a specific number of guests. Confirmation of final minimum numbers must be given five working days prior to the date of the event.

4. **Deposits**

Draycott Education will ask for a deposit, to be paid using the attached credit card details, which is 50% of the Quotation amount, at the time of the booking, to secure the booking.

5. **Payments**

Unless otherwise agreed by prior arrangement, all invoices are due for settlement within 7 days of the date of issue.

6. **VAT**

Vat at the current rate is payable on all charges.

7. **Cancellation**

If a booking is cancelled by the Client five working days prior to the event, any liability to sub contractors or other costs or expenses incurred by Draycott Education on behalf of the Client will be charged to the Client and the deposit will be retained. **If a booking is cancelled within 48 hours of the event, the Client will be required to pay the full amount, and any liability to sub contractors or other costs or expenses incurred by Draycott Education, for the event.**

8. **Variations**

The contents of menus, wine lists, decorations or any other items Draycott Education shall supply are subject to market availability. Any alteration will be notified to the client.

9. **Food**

Draycott Education cannot be held responsible for the safety of any food supplied directly by the client.

10. **Cloakroom**

Draycott Education can provide staff for cloakroom facilities at the Client's request; however Draycott Education does not accept responsibility for guests' possessions.

11. **Smoking**

Draycott Education Centre is a non smoking establishment and smoking is prohibited at all times.

12. **Complaints**

Any complaint must be made verbally within 24 hours of the event concerned and followed in writing not more than 48 hours after the event date. Where after it shall be deemed to be unjustified.

13. Client's property

No liability is accepted for the Client's property whilst stored or transported by Draycott Education (i.e. beverages, table gifts, cakes etc.) The client should insure any property themselves if they deem this to be necessary.

14. Loss or Damage

Any breakage, loss or damage, however caused, will be charged to the Client at the full replacement cost. The Client will be responsible for and will indemnify Draycott Education fully against all claims, costs, loss, damage or liability arising due to the act, neglect or default of the Client or those the Client is responsible for.

15. Force Majeure

No liability is accepted for failure of performance due to strike, lockout, accidents, fire, floods, ice, obstruction or other such events beyond the control of Draycott Education.

16. Limitation of liability

16.1 This condition sets out Draycott Education's entire financial liability (including any liability for the acts or omissions of Draycott Education's employees, agents, consultants, and subcontractors) to Clients in respect of any breach of our contract with each Client, any use made by Clients of Draycott Education's services and any representation, statement or tortious act or omission (including negligence) arising under or in connection with each contract.

16.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from each contract.

16.3 Nothing in these conditions limits or excludes Draycott Education's liability for death or personal injury resulting from our negligence for any damage or liability incurred by a Client as a result of fraud or fraudulent misrepresentation by us or for any liability incurred by a Client as a result of any breach by us of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

16.4 Draycott Education warrants that our services will be of a satisfactory quality.

16.5 Draycott Education's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of each contract shall be limited to the total price paid for the services as specified in Appendix I.

16.6 Subject to condition 1.2 and condition 1.3, Draycott Education shall not be liable to each Client for any indirect or consequential loss that a Client may suffer, even if the loss is reasonably foreseeable or we have been advised of the possibility of a client incurring it.

16.7 To the extent permitted by law, Draycott Education will not be liable by reason of breach of contract, negligence or otherwise for any loss or consequential loss occasioned to any person acting, omitting to act or refraining from acting in reliance upon our services and our liability for any such loss arising from or connected with any error or omission in Draycott Education's services shall not exceed the total price paid for the services as specified in Appendix I.

17. Law of the Contract. The contract which incorporates these Terms and Conditions shall be governed by British law and the parties agree to submit to the exclusive jurisdiction of the English courts.

I agree to these terms, conditions and rates.

Name.....Date.....

Signature.....

Payment terms - 7 Days

Payment due within 7 days by credit/debit card or by BACS. Please telephone 020 7351 5953 to settle your account by card. For BACS payments, please use the following details: Royal Bank of Scotland Sort Code: 16 00 84 Account Number: 10172055.