



## Terms of Business - Events

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### Bookings

1. Once you have decided on a suitable date and have checked availability with The Bury St Edmunds & Farmers Club (“we/us”), you can make a provisional booking.
2. The provisional booking will be held for seven days, or (if earlier) until another request is made for that date.
  - a. If another request is received, we will contact you by telephone or email to give you the opportunity to confirm your booking before we accept the alternative booking.
  - b. If you do not confirm within 48 hours, your provisional booking will be cancelled.
  - c. It will, in any event, be cancelled after the seven-day preliminary reservation period.

### Confirming Provisional Bookings

3. To confirm your provisional booking, we must receive:
  - a. Written confirmation, by post or email, from the person who is paying for the event. By sending that confirmation, they will be deemed to have accepted the terms set out in our email to you and these Terms of Business.
  - b. The appropriate deposits:
    - i. An initial deposit of 25% of the anticipated cost of the event. This is non-refundable.
    - ii. For events where the likely cost is over £1,000, we require a further deposit of 40% of the anticipated cost of the event, 28 days before the date of the event. This is non-refundable.
    - iii. Failure to make these payments will result in your provisional booking being cancelled.

### Payment

4. Final payment is required on the day of your event. This will be taken by debit or credit card.

### VAT

5. All prices are inclusive of VAT at the current rate. We reserve the right to vary our prices if there is a change in the rate of VAT.

## **Cancellation by You**

6. In the unfortunate event that you have to cancel your booking, there needs to be an agreed “cancellation policy”, as cancellations cost the Club a lot of money.
  - a. Any cancellation must be confirmed to us in writing, sent by recorded delivery post or sent by email AND ACKNOWLEDGED BY US BY EMAIL.
  - b. If you cancel more than seven days in advance of your event, your deposit(s) will be forfeit.
  - c. If you cancel seven or fewer days before your event, 100% of the anticipated cost of the event (less the deposits already paid) will be payable.
  - d. If you have to cancel, we will try to find another booking. If we do, we will waive a proportion of the cancellation charges. The closer the cancellation is to the date of the event, the more difficult it is to find a replacement booking.

## **Cancellation by Us**

7. If, due to circumstances beyond our control, we are unable to host your event, we will endeavour to find you an alternative venue and refund your deposit(s).
8. If we are unable to do this, we will give you a full refund of the deposit(s) you have paid in full satisfaction of our obligations to you.

## **Damage**

9. You will be responsible for all damage caused to the Club by you, your guests or your contractors.
10. Any property of any nature brought to the Club by you, your guests or your contractors is at your risk and we accept no liability for loss or damage to such property.
11. We will only be responsible in respect of death or personal injury caused by our negligence. All other responsibility of any kind to you, your guests or third parties is excluded.

## **Disputes**

12. Your contract with us comprises our confirmatory email to you and these terms & conditions.
13. You acknowledge that in entering into the contract you have not relied upon any representations, statements or matters other than those expressly set out in the contract.
14. The contract is governed by the laws of England and Wales.
15. If there is any dispute arising out of our contract, it shall be settled in accordance with the provisions of English law and, if no amicable settlement can be reached, it shall be subject to the exclusive jurisdiction of the Courts having jurisdiction in Bury St Edmunds.