

## Terms and Conditions for Group Bookings at the Parsonage

### DEFINITIONS

In these terms the following expressions have the following meanings:

<b>"Agreement"</b>	means the agreement between The Parsonage and the Customer whereby The Parsonage has agreed to provide the Services for the benefit of the Customer for the Booking in return for the Customer paying the Price.
<b>"Booking"</b>	means the event at The Parsonage for which the Parsonage has agreed to provide the Services as detailed in the Booking Form
<b>"Booking Form"</b>	means the Printed Parsonage Booking Form only.
<b>"Customer"</b>	means the customer whose details are specified.
<b>"Price"</b>	means the price set out in the Booking Form plus the Service Charge and shall include all amounts payable by the Customer to The Parsonage for the Services;
<b>"The Parsonage"</b>	means Wayne Lowrey trading as The Parsonage of 6 - 10 High Street, Tarring, Worthing, West Sussex BN14 7NN;
<b>"Services"</b>	means the catering services agreed to be provided by The Parsonage to the Customer as per the Booking including the supply, preparation and service of the food and drink detailed in the Booking Form or as otherwise later agreed between the parties at the Function;
<b>"Service Charge"</b>	means the sum to be added to the Price for the services provided at a rate of 10%

### 2. OBLIGATIONS OF THE PARSONAGE

The Parsonage shall be responsible for providing the Services as per the Booking with reasonable care and skill.

### 3. OBLIGATIONS OF THE CUSTOMER

3.1 The Customer grants to The Parsonage with effect from the date of this Agreement the exclusive right to supply the Services of the Booking and shall be responsible for:

- 3.1.1 payment of the Price and any additional costs in accordance with clause 4 of these terms;
- 3.1.2 providing The Parsonage with notice immediately on becoming aware of any changes to any matter which will effect the Services to be supplied by The Parsonage (including but not limited to change in the number of guests, in the facilities required to be supplied by The Parsonage, the Menu etc.)
- 3.1.5 fully indemnifying The Parsonage for all costs incurred by The Parsonage on behalf of the Customer in respect of the provision of the Services and the facilities limited to the Price.

### 4. PAYMENT BY THE CUSTOMER

- 4.1 The Customer shall pay a sum equal to 10% of the total Price ("the Deposit") to The Parsonage at least 14 days before the Booking. In the event that this Agreement is made within 14 days of the Booking, the Customer shall pay the Deposit on entering into this Agreement.
- 4.2 The Customer shall pay the Service Charge at a rate of 10% to be added to the Price as per the Booking Form. If the Customer believes that the Service Charge should not be included, the Customer must immediately raise any complaints with the Manager of The Parsonage. It is at the Parsonage's discretion as to whether the Service Charge will be removed as a result of any complaints by the Customer.

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4.3 The Customer may amend the contract by informing The Parsonage of a decrease in numbers up to 24 hours before the Booking, but the Customer agrees that the Deposit for those who are unable to attend shall be forfeited in its entirety.

4.4 The Customer may cancel this contract at any time up to 24 hours before the Booking and will forfeit the deposit. If the Customer cancels the Booking or amends the booking by a decrease in numbers within 24 hours prior to the Booking the Customer will pay the whole of the Price less the Service Charge and any amounts which The Parsonage acting reasonably would have but did not spend on materials, equipment or labour.

### **5. LIABILITY**

5.1 Except to the extent permitted by law, The Parsonage will not be liable to the Customer for any indirect or consequential loss, damage or expenses howsoever arising out of any negligence or breach of the contract and The Parsonage shall have no liability to pay any money to the Customer by way of compensation other than to refund to the Customer the price the Customer has paid to The Parsonage.

5.2 Any provisions in this Agreement which seek to exclude or limit the liability of The Parsonage for breach of the terms implied by the Supply of Goods and Services Act 1982 shall not apply where the Customer is a consumer.

### **6. ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written express or implied other than those contained in this Agreement. Each of the parties irrevocably and unconditionally waives any right it may have to claim damages or to rescind this Agreement for any misrepresentation not contained in this Agreement or for any breach of warranty not contained in this Agreement unless the misrepresentation or warranty was made fraudulently.

### **7. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.