

The contract

1. Your contract is with us, The Water's Edge Newark Limited, which is a company limited by guarantee and registered at 34 Castle Gate, Newark, Nottinghamshire, NG24 1BG, UK.

2. We appreciate that on occasions someone else (such as a parent) may wish to make payments due to us on your behalf. We are happy to accept such payments, but please note that unless we agree otherwise with you in writing you are legally responsible for any payments due to us.

3. In these terms, "venue" means The Water's Edge Bar & Kitchen, 34 Castle Gate, Newark, NG24 1BG where your event is agreed to be held, "event" also means (where applicable) a wedding, civil partnership, funeral or any other purpose for which you may be hiring, "event package" means the services relating to your event which we agree to provide to you; and "working day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Making your booking

4. We may agree to you making a provisional booking with us, but this is not legally binding on either you or us unless and until a contract is entered into in accordance with paragraph

5. If, after receiving our quotation for your event package, you want to make a booking with us, you should within 30 days of the date of our quotation return your signed booking form and pay a deposit which is set out in your event proposal document. Payments can be made in cash, by cheque or by most credit/debit cards. Please note that your deposit will not be refunded if you subsequently cancel a confirmed booking, as explained in paragraph 25 below. A contract is only formed between you and us when we accept your signed booking form and send our confirmation of booking letter to you. No booking application shall be binding on us and no contract shall be formed unless and until we send this confirmation. If we do not accept your booking application, we shall of course return your deposit.

Your event package

6. The general content of your event package shall be as set out in your quotation, or as otherwise subsequently agreed with us in writing. We may finalise certain details of your event package (for example, the exact numbers of guests to be catered for, and the menu for meals) with you in the period leading up to your event, in accordance with these terms.

7. As part of your event package, the area(s) specified in the proposal at the venue will be hired to you, for the period set out in your quotation. Public areas such as the River Frontage cannot be reserved as it is a public right of way. The venue will only be closed to the general public should you choose an exclusive use package.

Price

9. Subject to paragraphs 10 to 12 inclusive, the price of your event package shall be as set out in your quotation.

10. If not all components of the price in the quotation are stated to be fixed (for example, because they depend on the number of guests to be catered for), the final price will be determined either in accordance with the quotation (for example, the charge "per head" for meals) or as otherwise agreed with us (for example, if there are any "extra" services not set out in the quotation which we subsequently agree at our discretion to provide to you).

11. If your event date is scheduled more than 1 year after the date of our confirmation of booking, we reserve the right to increase the price of your event package by up to 5% for each complete period of 12 months between these two dates.

12. All prices are inclusive of VAT. However, if the rate of VAT changes between the date the contract is formed between you and us and the date of your event, we will adjust the VAT you pay (and hence the overall price of your event package), unless you have already paid for your event package in full before the change in the rate of VAT takes effect.

Payment of balance

13. The balance remaining for your event must be paid in full no later than 28 days before your event date.

Minimum Spend

Where the venue hire charge has been waived, we operate a minimum spend policy. Your minimum spend has been outlined in your Event Proposal for the area, package, date and time you have chosen. In the event you fail to meet the minimum spend with your own spend and that of your guests, you will be invoiced the difference. This difference is payable by you at the end of the event. **See our minimum spend guide.** Your acceptance of these terms indicates you understand the minimum spend terms.

Your responsibilities

14. It is your responsibility to co-ordinate any pre-orders that might be due to us under the terms of your proposal by the date set out to you.

15. You must confirm final catering numbers no later than 28 days before your event so we are able to raise a final proposal. Subsequent increases in numbers will be invoiced separately. Please note, no refunds will be given for any decrease in numbers after an event proposal has been agreed and the deposit paid.

16. You must provide us, by the dates we may reasonably request of you, with any other information we ask for (such as your final choice of menus) so that we may finalise the details of your event package and/or its price.

17. Unless we agree otherwise, only food and drinks supplied by us may be consumed at your event. Should you wish to provide your own beverages, our standard corkage charges will apply.

18. You must comply with, and use your reasonable endeavours to ensure that your guests comply with, all of our reasonable instructions intended to ensure the safety of property and/or people at the venue.

19. You must provide your guests with such information we may reasonably request regarding arrangements to be followed at the venue (for example, in relation to car parking or the storage of valuables).

20. Any damage caused to the Venue, its equipment, contents or fittings will be invoiced directly to the couple immediately after the event.

21. We reserve the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the venue or to risk the safety of people at the venue, and we will not tolerate any abusive behaviour by guests to any other guests or member of staff. We reserve the right to remove any persons acting inappropriately from the event.

22. If you include any images of the venue on your event invitations, you must ensure that you have the permission of the appropriate copyright holder.

23. Details of third party suppliers we provide to you are intended to help you in arranging other services to be provided in connection with your event. If you do engage these or any other third party suppliers, we accept no responsibility for their performance of services and you should take up any complaints with them directly. You are also responsible for paying their charges directly. We reserve the right not to allow into the venue any third party suppliers who do not meet our requirements intended to ensure the safety and welfare of property and people at the venue.

Cancellation by you

1. If you want to cancel a confirmed booking, you must do so in writing and the provisions in paragraph 25 shall apply.

2. We will use reasonable endeavours to "re-sell" the date to another couple. However, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell the date. Depending on when you cancel, the cancellation charges you must pay shall be determined by reference to the table below. We will tell you the exact cancellation charges once we know whether or not we have been able to resell the date, and you must pay the charges within 14 working days of our invoice. Where the final price has yet to be finalised (for example, because you have not yet confirmed catering numbers), we shall base the cancellation charges on any minimum numbers set out in our quotation.

Length of time before your scheduled event day

Cancellation charge

More than 6 months

Amount of your deposit (ie non-refundable in all cases)

Between 3 and 6 months

Up to 50% of total event package price

Less than 3 months

Up to 75% of total event package price

Less than 1 month

Up to 90% of total event package price

Cancellation by us

26. We reserve the right to cancel your booking without liability to you and without any obligation to refund your deposit if:

(a) you do not pay us the balance of your event package price by the date due for such payment; or

(b) we have reasonable grounds to believe that you may not pay us the balance of your event package price by the due date and we have requested you to explain the position and you have not done so satisfactorily; or

(c) we discover, before you have paid the balance of your event package price, that you have deliberately concealed information, or deliberately given us incorrect information, about your intended event in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your booking; or

(d) we have reasonable grounds to believe that your behaviour or that of your guests at the event is likely to result in damage to the venue or to our property and/or injury to people.

27. If we cancel your booking under paragraph 26, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell the date.

Depending on when we cancel, the cancellation charges you must pay will be determined by reference to the table set out under paragraph 25 above.

Events outside our control

28. Except as set out in this paragraph 28, we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid towards your event package.

Limitation of our liability to you

29. Subject to paragraph 30, our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your event package. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part.

30. Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

Changes to the venue and/or your event package

31. We reserve the right to make changes to the interior and/or exterior of the venue between the time we accept your booking and the date of your event. For example, we may make changes to the décor and colour schemes of function rooms, and we cannot guarantee that the venue and its surrounds will be free from additional structures (such as marquees or scaffolding).

32. We will use all reasonable endeavours to ensure that no components of your event have to be altered. However, as an event plan is normally put together a long time before your scheduled date, we reserve the

right to make changes to certain components if this is necessary to comply with safety requirements or other changes in law or relevant codes of practice, or to make other minor changes which we reasonably believe will not be to the detriment of your overall event experience.

33. We will notify you of any significant changes covered by paragraphs 31 and 32, but unless the change is one which is likely to fundamentally change the nature of your event experience we will not offer a refund, costs or compensation.

General

34. If only one person is making the event booking, that person confirms that s/he has the authority to make the booking on behalf of all persons involved in the event, for example in the case of a wedding booking. Our contract will therefore be with both such persons.

35. Any error or omission in any information or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.

36. You may not transfer any of your rights or obligations under our contract with you to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under the contract to another organisation, but this will not affect your rights under these terms.

37. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

38. No person who is not a party to our contract with you shall have any rights under or in connection with it.

39. All written communications by you to us must be sent by first class post to The Water's Edge Bar & Kitchen, 34 Castle Gate, Newark-on-Trent, Nottinghamshire, NG24 1BG or by email to info@watersedgenewark.co.uk (or to such other address that we may notify to you). We may send written communications to you at either the email or postal address set out in our quotation.

40. We regret that, other than guide dogs, hearing dogs and other assistance dogs, no pets or other animals are allowed in the venue or any of our other premises.

41. These terms shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.