

## **MARY'S LTD - TERMS AND CONDITIONS FOR VENUE HIRE**

(MARY'S LTD is a wholly-owned subsidiary of TWI Ltd.).

---

1. Written confirmation of the booking by Mary's Ltd constitutes a Contract with Mary's Ltd.
2. Any correspondence, including the Customer's terms of purchase, received by Mary's Ltd from the Customer shall NOT take precedence over these Terms and Conditions unless specifically accepted by Mary's Ltd and confirmed in writing.
3. Confirmation of final numbers attending the function must be notified by the Customer to Mary's Ltd no later than 7 days before the date of the function; failure to do so shall entitle Mary's Ltd to charge for the numbers previously notified by the Customer or the total number attending, whichever is the greater.
4. All accounts are payable in full within 30 days from the date of invoice. Cheques must be made payable to Mary's Ltd.
5. In the event of a cancellation of any booking by the Customer, the Customer shall pay Mary's Ltd a cancellation fee as follows:
  - a) The total charge for the event if notice of cancellation is received less than 7 days prior to the event
  - b) 50% of the total charge if notice of cancellation is received between 21 and 7 days prior to the event
  - c) 25% of total charge if notice of cancellation is received between 22 and 31 days prior to the event
  - d) 10% of the total charge if notice of cancellation is received more than 31 days prior to the event.
6. All prices quoted are subject to the addition of VAT at the prevailing rate.
7. No food or beverages of any kind are permitted to be brought into the venue by the Customer.
8. Mary's Ltd permits the Customer to use the facilities solely for the purposes of the function. The Customer must undertake to comply with the UK Laws relating to the service of liquor and provision of entertainment and any other reasonable request of Mary's Ltd Manager, its staff or agents.
9. The Customer must fully comply, and ensure the compliance of their guests, staff or agents, with Mary's Ltd Health & Safety policy, a copy of which is available on request.
10. Mary's Ltd shall not be liable, whether in tort or otherwise for any damage to Customers', or their guests or agents property, including vehicles, or to any indirect, consequential or economic losses or loss of profits howsoever caused.
11. The Customer shall be liable for and indemnify Mary's Ltd against any loss or damage caused to the premises, its furniture, fixtures and equipment which may arise as a result of the function or from items being brought onto the premises by the Customer, their guests, staff or agents or otherwise but excluding any such loss or damage caused by Mary's Ltd, its staff or its agents.
12. Mary's Ltd management and security staff reserve all rights of admission to Mary's Ltd and may at any time in their absolute discretion, (without explanation and without any right to a refund):
  - a) deny entry to any persons; and/or
  - b) eject any personswho, in their opinion behaving in a disruptive or threatening manner or who are intoxicated or who appear to be participating in the sale or use of illegal drugs or any other illegal substances or activity.
13. Mary's Ltd reserves the right to amend prices without prior notification except where a fixed price has been agreed by Mary's Ltd with the Customer in writing. Fixed prices may, however, be varied without notice by Mary's Ltd in the event of changes in rates of VAT and Excise Duties and any other taxes or duties.
14. This Agreement shall be governed by and construed in accordance with English Law and each Party agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Agreement.
15. Special Offers:
  - a) Any special offer is not valid for bookings already received and is only valid for events taking place before the date stated on that special offer leaflet.
  - b) Only one booking per company can be made at the special tariff rate
  - c) Any special offer cannot be used in conjunction with any other offer
  - d) Any special offer will be subject to availability