



Public Halls Wedding & Hospitality Terms & Conditions

1. Introduction

- 1.1. Thank you for considering Wakefield Council for the hosting of your forthcoming event. Wakefield Council would like to direct you to the following information, which sets out the terms of any booking of our facilities. These terms and conditions aim to protect all parties through a better understanding of contractual and legal obligations of both the Client and Wakefield Council when confirming a booking.
- 1.2. Definitions: The "Venue" and "We" means the property(ies) for which a contract is agreed. The property is owned by Wakefield Council. The "Client" and "You" mean the organising body/company and organiser responsible for commissioning of and payment of the event.
- 1.3. A booking form signed by the Client shall be confirmation of acceptance of these terms and conditions and the Client will enter into an agreement with Wakefield Council.

2. Bookings / Reservations

- 2.1. All bookings are considered provisional until the Client has signed and returned the booking form along with the required deposit. All bookings are subject to these terms and conditions and once the booking form is signed, and minimum numbers agreed, this will then constitute a legally binding agreement between the Council and the Client.
- 2.2. All provisional bookings will **ONLY** be held for 14 days without a deposit, after this time the date will be released. The booking form and these terms and conditions will be sent to you and must to be returned to Wakefield Council within the 14 day period. Before receiving these signed terms, the venue may consider alternative bookings for the same facilities but will give the client who has made the provisional booking first option to confirm their booking.

3. Delegate / Guest Numbers

- 3.1. Wakefield Council needs to be advised of the estimated numbers at the time of booking and the venue reserves the right for minimum numbers to be charged. A minimum charge for guests may apply unless stated as part of a promotional offer.
- 3.2. The Client must inform the venue no less than 10 weeks prior to the date of the event of menu choice, drinks package, additional equipment, numbers of delegates, special dietary requirements and any other event details. This is the minimum number you will be charged for.
- 3.3. For a day function all guests above the age of 2 **MUST** be catered for. For an evening function 100% of the total guests **MUST** be catered for.

4. Deposits and Hire Charges

- 4.1. Full pre-payment is required for all functions; this will be invoiced 10 weeks prior to the event. If the event falls within 6 weeks of the initial booking, full payment will be required on booking the event.
- 4.2. **The client will pay a deposit of £250.00 or the full Hire Fee if the Hire Fee is less**, which must accompany the signed booking form. Where an application is not accepted the deposit will be returned in full. The deposit is non-refundable (the deposit may be transferred under exceptional circumstance please see point 6.2)
- 4.3. All prices are inclusive of VAT at current rate and are subject to the rate in operation at the time of the function
- 4.4. Prices are subject to annual review and clients (including clients who have confirmed bookings) will be subject to any change in prices as a result of a review. Written confirmation will be supplied to all affected parties notifying of any changes.
- 4.5. If account bars are requested then full pre-payment must be received in advance for the total amount allowed. The venue will not exceed the limit unless authorised and paid for beforehand by the organiser.
- 4.6. The organiser shall be responsible for the payment of all fees and royalties, which may be due in, respect of the event to the Performing Rights Society, Phonographic Performance Ltd, the Copyright Licensing Agency Ltd the Education Recording Ltd or any other relevant person, film or organisation.
- 4.7. If the client requires an extension of the permitted supply of alcohol hours, Wakefield Council will endeavour to obtain such extension at the expense of the client at an extra charge.

4.8. For Civil Marriages to take place within the venue the client must arrange for Registrars to be present for the Ceremony, for which there is a separate fee which is not included in the relevant room hire charge. Without the Registrar presence, there can be no marriage and any arrangements made with Wakefield Council depend on their availability.

5. Payments

5.1. All payments due will be invoiced to the client stating payment options

5.2. All postal orders & Cheques must be made payable to "Wakefield Council".

5.3. Full payment is required within 28 days of the invoice date.

6. Cancellations and Amendments

6.1 Upon acceptance and confirmation of your booking by Wakefield Council, a legally binding contract exists. If you are forced to cancel your booking for any reason this must be made in writing to Wakefield Council and we reserve the right to make a cancellation charge.

Cancellation of event	- loss of deposit.
Cancellation 12 – 6 months prior to the event	- 30% of total anticipated cost plus deposit
Cancellation 6- 3 months prior to the event	- 60% of total anticipated cost plus deposit
Cancellation less than 3 months of the event	- full anticipated cost of event

6.2 Request to transfer dates must be made in writing to the venue no later than 6 months prior to the event taking place and be accompanied with any supporting evidence. The new proposed date must be within 12 months of the original event date. All requests are subject to availability and at the discretion of the venue. Outside of these date parameter the event will be dealt with as a cancellation – see 6.1.

7 Cancellation by Wakefield Council with refund

7.1 The Council may cancel the booking if the Venue is required for any purpose in connection with a Parliamentary or Local Government Election or any other Local Government activity or any national/local emergency or if the Venue is rendered unusable by any such event to cause a temporary closing of the Venue. If the booking is cancelled for any such reason as mentioned in this clause Wakefield Council will give to the client the maximum practicable notice and refund the client fee but will not otherwise be liable to the client.

7.2 The Council reserves the right to change the Venue to an alternate Council Venue with comparable function and facilities as previously outlined by these terms and conditions subject to such a venue being available. In such instances the Council will give to the client the maximum practicable notice. The Councils Liability to the hirer shall be no greater than the amount paid by the hirer to the Council in respect of the booking.

7.3 Wakefield Council, or any part of the venue, is closed due to circumstances beyond our control. Failure to supply the venue with gas, electricity or water. Fire, lightening, aircraft, riot or civil commotion, malicious damage, storm, tempest, flood, burst pipes, earthquake or impact resulting in the venue being unable to supply booked facilities.

8 Cancellation by Wakefield Council without refund

8.1 The Council may cancel the agreement in whole or in part at any time without payment of compensation or refund if: - the booking form or any supporting documents contain an omission, or false or misleading statement as to the intended purpose/use of the Venue.

8.2 It should be found that the Hire is likely to be of an objectionable or undesirable nature or if the hire of venue relates to any purpose that the Council has not approved.

8.3 The Client is in more than 28 day arrears with payment to the venue

8.4 The Client is subject to any insolvency proceedings or makes arrangements with its creditors.

8.5 The event may in the opinion of Wakefield Council prejudice the reputation of the Council or the Council has reasonable belief that the Client may breach any of these terms and conditions.

- 8.6 The Council has a reserved right to refuse or cancel any booking if it believes that the venue is to be used for promoting or inciting religious, sexist or racist violence that may seek to cause exacerbate or exploit tensions or misunderstandings within the local community.
- 8.7 In the event of this agreement being cancelled, the Council shall not be held liable to the client for any damages or loss sustained as a result of or in any way arising out of the cancellation.
- 8.8 The Council has a reserved right to refuse or cancel any booking.

9 Loss or Damage

- 9.1 The Council shall not be responsible for any loss or damage to any property of the Client or of any other person, left, deposited in or brought onto the site and the client shall indemnify the Council, its officers, servants and agents all actions, claims, cash damages expenses and penalties arising out of, or in any way connected with such loss or damage or the use of the facilities by the client.
- 9.2 The Client shall not cause damage to any of the facility, or equipment and shall, on demand, pay to the Council the cost of making good such damage. The Client shall on demand pay to the Council all costs and expenses incurred by the Council as a result on the non-observance or non-performance of any of these conditions.
- 9.3 Wakefield Council will not be liable to you and your guests/delegates for loss and damage to property.
- 9.4 Wakefield Council strongly recommends taking out adequate insurance to cover costs of cancellation and other liabilities.

10 Licensing & General regulations

- 10.1 Guests / delegates using the facilities of Wakefield Council must comply with all regulations concerning licensing, fire, health and safety. Wakefield Council will supply an enforcement officer for evening functions within the cost of the event, should further security be required to attend this will be at the cost to client.
- 10.2 No wine, beers, spirits or food may be brought into the venue or its grounds by the client, guests or representatives for consumption or sale on the premises without the express prior consent of the venue and for which a charge will be made by the venue. This is at the venue's discretion.
- 10.3 Due to local government and fire regulations the venue must be informed of any displays being placed within the venue (including its grounds) to ensure their compliance with any such regulations. Only with express permission from the venue in writing should displays be placed or erected.
- 10.4 The venue population limit set by the Council shall not be exceeded in any circumstances. If these figures are exceeded the Council has at its discretion, the right to refuse admission of excess numbers or to terminate this contract forthwith without incurring liability to the client. In such instances the Council shall not refund the Client fee.
- 10.5 Wakefield Council operates a non-smoking policy throughout the whole of its venues.
- 10.6 Hazardous or dangerous items may not be brought into the venue without prior permission. Wakefield Council reserves the right to approve any externally arranged entertainment, services or activities that you have arranged.
- 10.7 Prior consent of the venue must be sought for any entertainment or service contracted for the event by the Client. The venue reserves the right to judge acceptable levels of noise or behaviour of the Clients, guests/delegates or representatives and the client must take all necessary steps to correct. In the event of failure to comply with management requests the venue reserves the right to terminate the contract and stop the event.
- 10.8 It is the responsibility of the third party to provide all risk assessments and insurance for all activities conducted on site, all must be provided on request to the venue.
- 10.9 The client, if employing the services of an outside contractor, entertainment, will indemnify the council against any loss of or damage to property or death or illness or injury to any persons and against all claims, demands, and proceedings arising as a result.
- 10.10 The venue may in its absolute discretion refuse access to any contractor in appropriate circumstances.

- 10.11 No bolts, nails, tacks, screws, bits, pins or other similar objects will be driven into any part of the venue.
- 10.12 Use of candles is not permitted in Wakefield Council Venues
- 10.13 The use of confetti or any form of compact streamer is not permitted inside the venue

11 Etiquette & Punctuality

- 11.1 The event must start and finish at the times specified on the booking form. Changes to these times may not be possible unless previously agreed with the venue.
- 11.2 The venue cannot be held responsible for the quality of food or refreshments if not served at the scheduled time due to late arrival.
- 11.3 Wakefield Council reserves the right to charge for any additional services requested during the event if you do not adhere to agreed timings.
- 11.4 Should guests/delegates act in an improper or disorderly way, or refuse to comply with reasonable requests from our staff, Wakefield Council reserves the right to terminate the event. Should this occur, no fees will be refunded to the Client. The Venue Manager's decision is final.

For further details or clarification on these terms and conditions please contact Wakefield Council, Events and Functions Team on 01924 305830 or email eventsandfunctions@wakefield.gov.uk