

Corporate Contract

Hertfordshire Community NHS Trust Tuesday 24/06/2025

Contact Information EVNT015481

Contact: Susan King **Booking made on:** 04/12/2024

Address: 14 Tewin Road Purchase Order:

Event Status: Provisional Welwyn Garden City

AL7 1BW Co-ordinator: Rebecca Lucas

Telephone: 01707 388105

Email: susan.king18@nhs.net

Final details required no later than 48 hours prior to arrival date. Any changes requested after this time cannot be guaranteed

Contact on the Susan King

Event Details

From	То	Function Name	Room	Layout	Delegate	s Date
08:00	- 12:00	Set Up	09 Meadow Barn	See Notes	200	24/06/2025
12:00	- 16:30	Meeting	09 Meadow Barn	All Round Table	es 200	24/06/2025
16:30	- 18:30	Bar Facility	09 Meadow Barn		200	24/06/2025

Set UpDay:TuesdayDelegates:200Start 08:00End 12:00Room:09 Meadow BarnLayout:See NotesRate:3,500.00

Function Details

LAYOUT

Meadow Barn

Room to be set x TBC round tables of 10 - white linen, informal as opposed to conference set up. Jugs of water in middle of tables.

The first shutter closest to the bar to be down, all other shutters to be up

Stage

Lectern

microphone

2 x 6ft tables with tablecloths - one each side of stage

2 chairs at each table

space at the back for some poster boards

x2 extra tables next to registration desk



End 16:30

Meeting Day: Tuesday Delegates: 200

Layout: All Round Tables

Rate:

Room: 09 Meadow Barn

Function Details

Start 12:00

Awards to take place at 15.00pm

Manager on the day to call tables up to buffet station to avoid long wait

14:00 <u>Afternoon Tea</u> £22.00 pp

2pm -3pm Rolling A/T Buffet on platters

Sandwiches

Egg Mayonnaise & Cress Cucumber & Cream Cheese Honey Roast Ham & Mustard

Scones

A Homemade Farmhouse Scone per person

50 / 50 mixture Plain & Fruit, Tiptree Strawberry Preserve, Clotted Cream (to be pre filled by chefs)

Cakes

Macaroon

Lemon Meringue Pie

Carrot Cake

Tea & Coffee station

Bar Facility Day: Tuesday Delegates: 200

Start 16:30 End 18:30 Room: 09 Meadow Barn Layout: Rate: £0.00

Function Details

Bar open TBC

Notes

£0.00

Event Billing Summary

EVNT015481

Function: Set Up	Posting Ref. TBF097376		Date: 24-Jun	
Item Name / Description		Quantity	Price	Total Price
Room Hire		1	£3500.00	£3500.00
Function: Meeting	Posting Ref. TBF097377		Date: 24-Jun	
Item Name / Description		Quantity	Price	Total Price
Afternoon Tea		200	£22.00	£4400.00
Function: Bar Facility	Posting Ref. TBF097378		Date: 24-Jun	
Item Name / Description		Quantity	Price	Total Price

Total Cost: 7900.00

Deposit Paid: 0.00

Balance: 7900.00

Purchase Order Ref:

Company Ledger: Hertfordshire

Additional Billing Instructions

PO to be sent for contracted amount - drinks invoiced separately Invoice to be sent to Susan

BACS Transfer

Bank: Barclays Bank, 78 Turners Hill, Cheshunt, Hertfordshire. EN8 9BW

Account Name: Tewin Bury Farm Hotel LLP

Sort Code: 20-20-45

Account Number: 53223078 IBAN: GB03BARC20204553223078

BIC: BARCGB22

Tewinbury Farm Hotel LLP Booking Terms & Conditions

1 Definitions

- 1.1 "Business Day" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.2 "Client" means the person, firm or company named overleaf making the reservation with the Company.
- 1.3 "Company" means Tewin Bury Farm Hotel LLP a limited liability partnership having registered number OC404169 and having its registered office address at Tewinbury Farm, B1000 Hertford Road, Tewin, nr Welwyn, Herts AL6 0JB.
- 1.4 "Conditions" means these terms and conditions that apply to the Order and the Services.
- 1.5 "Conference Contract" means the conference contract detailing the Client's conference booking details which are subject to these Conditions.
- 1.6 "Contract" means the conference contract between the Company and the Client for the supply of Services in accordance with these Conditions.
- 1.7 "Order" the Client's order for Services as set out in the Conference Contract.
- 1.8 "Services" means the provision of conferencing services, supplied by the Company to the Client as set out in the Conference Contract.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Client's obligations

- 3.1 The Client shall:
- (a) ensure that the terms of the Order and any information it provides in it is complete and accurate;
- (b) co-operate with the Company in all matters relating to the Services;
- (c) provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
- (d) comply with all applicable laws, including health and safety laws.
- 3.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
- (a) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 3.2; and
- (c) the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

4. Accounting & Prices

- 4.1 The Client shall pay each invoice submitted by the Company:
- (a) within 14 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 4.2 All amounts payable by the Client under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company such amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 4.3 If the Client fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 12 (Termination), the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 4.3 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 4.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.5 All prices quoted by the Company are based on the prices ruling at the time and do not constitute an Order. The Company regularly reviews its tariffs and reserves the right to adjust prices prior to the Service being provided.
- 4.6 If the total event cost exceeds £5,000.00 including VAT, the company requires either a) a non-refundable deposit equivalent to 50% (as a minimum) or b) the full contracted amount of the booking. Whichever amount must be stipulated in writing by the company.
- 4.7 Where the Company has a) not afforded the Client credit facilities or b) if stipulated by the company in writing, the Client must provide a credit or debit card as guarantee, pre-authorised for all charges associated with the event. For any balance that remains 2 Business Days after the event finishes, the Company reserves the right to charge the card.

5. Confirmation of Booking

- 5.1 All reservations are regarded as provisional by the Company, until confirmed in writing by the Client or by the Client signing and returning the Conference Contract and arranging payment.
- 5.2 If written confirmation is not received in accordance with Condition 5.1 within 14 days of the provisional reservation, then the Company reserves the right to cancel the provisional reservation without notifying the Client and resell the accommodation and/or conference room(s).



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3.3 in the Case of DOOKings Thade less than 14 days prior to event commencement, a specific cut-off date will be agreed with the Client. If that date is not met the Company reserves the same rights as set out in Condition 5.2

6. Cancellation Charges

- 6.1 In the event of a reservation having been confirmed in writing and then cancelled, the following cancellation charges will apply, and the Client will be required to pay for accommodation, function room hire, food, special equipment and any loss of revenue suffered by the Company:
- (a) cancellations received within less the 14 days of the commencement of the event 100% charge of the total event costs;
- (b) cancellations received within 15 days to 30 days of the commencement of the event 75% charge of the total event costs;
- (c) cancellations received within 31 days to 60 days of the commencement of the event 50% charge of the total event costs; and
- (d) cancellations received within 61 days to 90 days of the commencement of the event 25% charge of the total event costs.
- 6.2 All cancellations or changes in minimum numbers must be communicated to the Company in writing. In the event that the Client cancels goods/services that the Company has ordered on their behalf, the Client shall pay any cancellation charges due.
- 6.3 The Company does not accept liability for the cancellation or curtailment of an event due to adverse weather conditions or other unforeseen causes. In the event the Client cancels or curtails an event, clause 6.1 applies.
- 6.4 Group bedroom bookings (5 bedrooms or more) cancelled with 10 calendar days or less notice, 100% of the first night's stay will be charged.
- 6.5 If the Company alters or cancels the event, the Company will do its best to offer the Client a reasonable alternative choice of facilities at the Company or at another suitable hotel in the area.

7. Minimum & Final Numbers

- 7.1 Guaranteed minimum numbers will be stipulated in writing.
- 7.2 Final numbers must be confirmed 3 working days prior to the day of the event commencing.
- 7.3 The Company will charge the Client based on the final numbers (subject to clause 5.1 & 5.2).
- 7.4 The Company cannot guarantee to supply goods and services to guests that are in excess of the final numbers.

8. Client's use of Company Premises

- 8.1 The Client will be liable for the cost of repairs or replacements carried out as a result of any damages caused to any part of the Company's. premises or equipment thereon by the negligence or wilful act of any person invited by the Client or on his behalf to the Company's premises.
- 8.2 The Client will be responsible for all property brought onto the premises by themselves, quests and/or contractors.
- 8.3 If the Company incurs cleaning costs after an event/stay, that are above what the Company usually incurs following an event, being £150, the Client will be liable for this additional cost. Such additional costs to include cost of additional staff hours as well as third party cleaning costs & materials.

9. Indemnity

9.1 The Client will indemnify the Company, its owners/Directors, officers and employees against all charges, claims, damage, liabilities, proceedings, demands, fines, fees, costs or expenses (to include legal expenses), including but not limited to loss of goodwill, loss of profit and loss of opportunity suffered by the Company, directly or indirectly as a result of a breach of these terms and conditions and/or the negligence or wilful default. of the Client or any of its quests.

10. Force Majeur

- 10. 1 The Company shall incur no liability to the Client if performance of the contract is prevented or hindered by any case whatsoever beyond the Company's control and in particular but without prejudice to the generality of the foregoing by Act of God, war, riot, civil commotions, Government controls, restrictions or prohibitions or another Government act or omissions whether local or national, fire, flood, subsidence, sabotage, accident, strike or lock-out and shall not be liable for any loss or damage resulting there from by the Client.
- 10.2 There will be a charge of £5.00 per key made on the final invoice for any accommodation keys not returned by delegates/guests.
- 10.3 The Company reserves the right to arrange alternative accommodation of a similar or higher standard off site if the circumstance arises.

11. Limitation of liability:

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 11.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence.
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.2 The Company's total liability to the Client shall not exceed the cost of the event booked as set out in the Conference Contract.
- 11.3 Except in relation to clause 6 (Cancellation charges) and clause 9 (Indemnity), the following types of loss are wholly excluded:
- (a) loss of profits
- (b) loss of sales or business
- (c) loss of agreements or contracts
- (d) loss of anticipated savings
- (e) loss of use or corruption of software, data or information
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.
- 11.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.5 Unless the Client notifies the Company that it intends to make a claim in respect of an event within a period of 14 days from the date of the event as set out in the Conference Contract; the Company shall have no liability for that event.
- 11.6 This clause 11 shall survive termination of the Contract.

12. Termination

- 12.1 The Company will be entitled to cancel the event/reservation and terminate this agreement without liability to the Client at any time if:
- (a) The Company did not receive a copy of this form signed by the Client by the relevant dates;
- (b) The event/reservation might, in the reasonable opinion of the Company prejudice the Company's reputation



B1000 Hertford Road | Nr Welwyn | Hertfordshire | AL6 0JB
T: 01438 717793 E: conferences@tewinbury.co.uk W: www.tewinbury.co.uk

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(c) The Company or any part of it is closed due to circumstances beyond its control.

- 12.2 In any such event as listed in clause 12.1, the Company will refund any advance payments made but will have no further liability to the Client.
- 12.3 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.
- 12.4 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Contract or any other contract between the Client and the Company if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any insolvency event, or the Company reasonably believes that the Client is about to become subject to any insolvency event.

13. Consequences of termination

- 13.1 On termination of the Contract the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt.
- 13.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

 13.3 Any provision of the Contract that expressly or by implication is intended to come into force or continue in force on or after termination of the Contract shall remain in full force and effect.

14. Confidentiality

- 14.1 Each party undertakes that it shall not at any time, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2. 14.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause 14.2; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

15. Entire agreement

- 15.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or verbal, relating to its subject matter.
- 15.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

16. Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict further exercise of that or and other right or remedy.

18. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19. Third party rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

20. Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

21. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Client Agreement									
	Signed by:								
Client Signature	Susan king	Client Name	Susan King						
Date	17/12/2024 16:03:16								