

The Sapley Lodge Booking Request

Date of service		Time of Service	
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Name of deceased

Time slot is **2 hours,** commencing straight after the service. Please contact the crematorium office to ensure that the Lodge is available at the time required

Menu Option Required (Please tick option below)

Menu A		Menu B		Menu C	
Please state if any persons have dietary requirements or food allergies and describe the requirements in the space below					

	Drinks Package Required :-	
	Package A	
Yes 🗆 No 🗆	Number of Packages required	
	(1 drinks package will cover 10 people £72)	
Number of Guests expected:		
	and drink is catered for the exact number of guests, turn up, there is no additional food or drink provided	

Media	I do not wish to have any background music	
Requirements	I would like the Sapley Lodge playlist (a standard playlist with a range of genres)	

Please note that on receipt of the completed booking form, an invoice which will include the cost of the room hire fee (£100 for an individual room, £120 for both rooms) and the number of covers requested, will be sent to the email supplied. This invoice will need to be paid before booking can be confirmed.

1 would like to book the Sapley Lodge with the options chosen and numbers stated above. 1 have read and agree to the terms and conditions overleaf.
Email address (for invoice):
Full name of applicant:
Signature: Date:
The Sapley Lodge

Booking Terms & Conditions

These are the conditions governing the hire of premises owned by the Huntingdon Town Council (HTC) and incorporated into the agreement for hire. You are requested to read the conditions carefully before completing your booking form.

Definitions:

- 'The Owner' means Huntingdon Town Council (HTC).
- 'The Caterer' means Housden Outside Caterers (sole caterer at The Sapley Lodge).
- 'The Building' means the building specified in the Contract being a building owned by the HTC and 'the Hired Premises' means that part or parts of the Building specified in the Contract as the subject of the hiring.
- 'The Hirer' means the organising body/company and organiser responsible for commissioning of and payment for the event and includes, where the context so requires, such persons who have made provisional bookings.
- 'The Contract' means the agreement between the Owner and the Hirer for a specific booking as the same is recorded in writing in a document to be signed by both the Owner and the Hirer, such document being referred to here as 'the Booking document'.
- (The event' means the event and catering services, meeting or other purpose for which the hiring is arranged.
- 'The facilities' means the Hired Premises and attendant facilities

1. Use of Premises

The Hirer, its servants, agents and visitors may use only those parts of the premises specified in the Contract and including only those means of access and egress as are signposted on the day of hire.

2. Charges

The hire charges are as set out in the Proforma Invoice. Accounts should be settled within 14 days of the date of all invoices. Payment must be made in pounds sterling, either by BACS payment or cheques being made payable to the 'Huntingdon Town Council' for hire of the premise and to the caterer for catering services. Where the times of events are exceeded, a surcharge may be levied by the Owner.

3. Application for Hire

3.1 Applications for hiring will not be accepted from persons acting on behalf of a third party without the Owner's express agreement to identification of such third party declared at the time of application and then only on terms under which the Hirer acts as agent for such third party with the intention that the third party shall be bound to these conditions. The Owner, whether by its own notice or that of its agents, reserves the right to refuse any application.

4. Confirmation by the Hirer

4.1 All bookings are considered as provisional and non-binding until a document setting out the terms of the Contract is signed by both the Hirer and the Owner. Once such a document has been signed by parties, all facilities and services reserved for the Hirer will be subject to the terms and conditions of the Hire Agreement and to these conditions.

4.2 The Contract document, once signed by the Hirer, must be returned by the Hirer and received by the Owner within five working days of the date of issue, or if such time is not available at least 72 hours prior to the commencement of the hiring. If the document is not received by the Owner within this period, the Owner reserves the right to cancel the Hire Agreement and to enter into an agreement for the hire of the premises by another hirer.

4.3 No event for which a contract has been made shall be permitted to take place within the Premises without a signed Contract document expressed to have been made between the Owner and the Hirer.

4.4 Numbers of persons participating in the event for which the Premises have been hired must, unless the Owner specifically agrees to accept an estimate of numbers, be provisionally advised to the Owner at the time of booking and will be identified subsequently in the Contract document. Final numbers, subject to the same proviso as to estimates, must be confirmed to the Owner at least 4 working days prior to the event for all catering.

5. Amendments by the Hirer

5.1 Amendments to information provided to the Owner at the time of provisional booking must be confirmed to the Owner in writing. Amendments to information upon which a confirmed booking is made may only be made with the agreement of the Owner.

5.2 Reductions in the duration or contracted value of a confirmed booking will normally be agreed only subject to charges being made as follows:

5.3 No charges will be made for any reductions in numbers of participants in the event of less than 10% from those stated on the Contract, provided that details of the anticipated reduction are received in writing by the Owner at least 3 working days before the event takes place.

5.4 Any reductions in numbers of participants or value, in other respects of the Contract of 10% or more, made at any time before the event, will be treated for the purposes of clause 7 as a partial cancellation, the proportionate part being such as may be apparent or if uncertain as may be reasonably determined by the Owner, and the cancellation charges described in clause 7 will be applied to the reduced value of the Contract as appropriate. The Owner will endeavour to resell any facilities released and such revenue to be offset against the cancellation charges.

5.5 Final numbers notified at least 3 working days before the event (see clause 4.4) will be the minimum number for which the Hirer will be charged in any event. Should the number of guests attending reduce below the stated minimum, the Owner reserves the right to move the function to a more suitably sized room.

5.6 In the event that cancellation charges may otherwise arise under this clause, but the facilities released are hired to an alternative hirer, the Hirer will be given credit for the sums thereby recovered by the Owner against any cancellation charges otherwise applicable and will refund any such charges or part thereof already paid.

5.7 This clause shall not apply in a case in which the Owner has exceptionally agreed to accept estimated numbers of participants in the event. In those circumstances, charges for late reductions in the facilities for which a confirmed booking has been made, if any, shall be as the Owner has specifically agreed.6. Amendments or Cancellation by the Owner

6.1 Should the Owner, for reasons beyond its control, need to make any amendments to any confirmed booking, all reasonable efforts will be made to offer suitable alternative facilities in which event the hire charges shall remain payable subject only to these conditions

6.2 The Owner reserves the right to cancel the booking:

(1) If the booking might, in the opinion of the Owner, prejudice the reputation of the Owner

(2) If the Hirer is more than 30 days in arrears of previous payments to the Owner

(3) If the Owner becomes aware of any material alteration in the Hirer's financial position such as may, in the opinion of the Owner, affect the Hirer's capacity to pay the hire charges or otherwise meet its commitment under the Contract including these conditions

7 Cancellation by the Hirer

7.1 Cancellation of confirmed bookings by the Hirer within 5 days prior to the event shall be subject to forfeiture of the deposit paid. In the event that a deposit has not been paid, a cancellation fee of 50% of the room hire charge shall apply

7.2 Cancellation of confirmed bookings by the Hirer within 3 working days prior to the event are subject to a cancellation fee of 75% of the room hire and catering charge, due credit being given for any deposit paid.

7.3 Cancellation of confirmed bookings by the Hirer within 24 hours prior to the event are subject to a cancellation fee of 100% of the room hire and catering charge due credit being given for any deposit paid.

7.4 In the event that cancellation charges may otherwise arise under this clause, but the facilities released are hired to an alternative hirer, the Hirer will be given credit for the sums thereby recovered by the Owner against any cancellation charges otherwise applicable and will refund any such charges or part thereof already paid.

8. Access

The Owner's Facilities staff are responsible for letting people in and out of the building. Keys will not be provided to the Hirer.

9. Cleanliness/Breakages/Usage Rules

a) Hirers must leave the premises in a clean and tidy condition,

b) Hirer's personnel and participants in the event leave the building via the main exit only (except in the case of a fire alarm when the fire exits should be used or for disabled access/egress).

c) Hirers must familiarise themselves with the location of the fire exits and take responsibility for advising participants of the location of these exits

d) Any loss, theft, damages, breakages or spillages must be reported to the Office immediately they are discovered and, in any event, within 24 hours.

e) The Hirer must notify the Owner in advance of the event of any items of equipment to be brought into the Building for use during the period of hire. All such equipment must, whenever relevant, have an up to date PAT certificate.

f) The Hirer may not fix any items to walls, floors or ceilings by use of any form of adhesive including blu-tac. Any damage arising from breach of this condition will be recharged to the Hirer.

g) The Hirer must require all participants in the event to register at the Owner's Reception desk upon entry to the building as a condition of participation and, if required, to supply the Owner with a list of names of participants. The Owner reserves the right to refuse entry to any intending participant who refuses to comply with this requirement.

h) The Hirer must ensure that the fire evacuation procedures for The Sapley Lodge (copy available by the entrance door) are made known to all participants in the event.

i) The Hirer shall not store or place on the perimeters or in the premises, any flammable, combustible or objectionable substances or liquids. Further, the Hirer shall not deliver materials or equipment to the premises in advance of the event without the express permission of the Owner.

10. Indemnification

The Hirer indemnifies the Owner and Caterer from and against:

10.1 all claims, demands or actions, whether for death or personal injury or of loss or damage to property which may be brought or threatened against or suffered by the Owner arising as a consequence of the non-observance or non-performance of any of these conditions or of any act, neglect, default or omission of the Hirer, its agents or servants.

10.2 any claim alleging breach of copyright or breach of or interference with any right of intellectual property committed by the Hirer its agents or servant during the course of or in any way connected with the hire of the Hired Premises.

11. Performance Rights

Music can be sourced and downloaded through the Maestro Lite system which allows for only copyright music to be played any personal equipment being used by the 'Hirer' must make arrangements directly with the Performing Rights Society or Mechanical Copyright Protection Society or other appropriate body for any licence required for the use of material in which relevant rights of intellectual property may subsist.

12. Contracted Services

The Owner and its Caterer reserve the right to refuse permission for any externally arranged services or activities that the Hirer may commission and cannot accept liability for any cost arising to the Hirer as a result of approval not being given.

Any approved contractors are responsible for evidencing documentation appertaining to applicable legislation including copies of risk assessment documentation appertaining to the event.

13. Conduct

The Owner may refuse to allow an event to continue if, in the opinion of the Owner's servants or agents, the behaviour of any of the Hirer's personnel is considered to be offensive, abusive constituting a risk to health and safety or otherwise unacceptable. The Owner may likewise refuse to allow an event to continue in the event that the behaviour of any participant in the event is similarly unacceptable and the Hirer has not itself caused that person or persons to leave the Building. Condition 21 of these conditions shall then apply as if the conduct complained of constituted a breach of these conditions. **14. Catering**

1) Menu Packs are valid for six months from 1st October – 31st March and 1st April – 31st September during normal working hours i.e. 10:00 am to 17:30 pm thereafter the Caterer has the right to re-quote. All charges are subject to VAT at the current rate.

2) Confirmation of final numbers to be confirmed in writing 4 working days prior to your event. Cancellation by the Hirer See clause 7.

3) Staff are included in menu pack A, B and C during normal working hours i.e. 10.00am to 17:30pm.

4) Food is freshly prepared, and we aim to use only the freshest, finest and best ingredients. We reserve the right to make price changes or substitutions due to market fluctuations. Due to health and safety, no left over or wasted food can be taken home by the Hirer, client or staff. It remains the property of Housden Outside Caterers to dispose of in a correct and proper manner. Only food and all beverages supplied by Housden Outside caterers may be consumed on the premises.

5) Any complaint should be made verbally to Housden Outside Caterers staff at the time of the event. It must then be followed up in a written format and emailed to <u>Huntingdon.crematorium@huntingdontown.gov.uk</u> within 48 hours after your event, which will be dealt with by the Manager of Huntingdon Crematorium and the Owner of Housden Caterers.

6) All invoices are due for payment within the date given on the invoice and are required in sterling by cheque (payable to Huntingdon Town Council or bacs payment.

7) Non-Payment of invoices will attract a surcharge of 10% for every calendar month (calculated on a daily basis) until full payment is made and for this calculation the calendar month in which the account should have been paid will be included. The cost of any legal action or debt recovery that involves outstanding accounts will be charged to the Hirer.

8) Accidental damage at an event should be covered by the client's own insurance and no claim can be accepted by the Owner or Caterer. We do not accept responsibility for the personal property of clients or guests.

15. Non-performance

The Owner shall not be liable for any failure to provide, nor for delay in providing, any of the facilities by reason of circumstances beyond its control.

16. Licence regulation

The Owner is obliged to comply with licensing, planning and statutory regulations and may at any time require the Hirer to comply with these requirements and to rectify anything which may appear to the Owner to be in violation of these requirements.

17. AV Equipment

The Hirer may not use any of the Owner's AV equipment unless this has been previously arranged with the Owner, whose staff will undertake to set up and monitor such equipment. Appropriate charges will be made for the use of such equipment. Hirers may bring in their own equipment for use in The Sapley Lodge provided it has an up to date PAT test label.

18. Breach of Conditions

The Owner or their nominee, reserves the absolute right to terminate the hiring forthwith if, in their opinion, the Hirer, its servants or agents or participants or any of them, are in breach of any of these Conditions. In that event, the Hirer, its servants, agents and all participants in the event will be required to leave the Building immediately, taking with them their possessions and equipment. In the event that the hire is terminated under this clause, the Owner will not be responsible for any claims, actions, losses or damages incurred by or on behalf of the Hirer, their servants, agents or visitors, in respect of such premature termination of use. All charges will remain payable notwithstanding such premature termination.

19. The Owner may delegate the management of any hiring and of its rights, powers and obligations under the Contract and under these Conditions to its agents as it thinks fit, provided only that it shall remain liable in law for breach of any such obligations by its agents.

The laws of England and the jurisdiction of English courts will apply to any dispute.