

Cellar Room

AT

# Llanerch

TERMS & CONDITIONS





# Terms and Conditions

The Terms below apply to Your booking, this is a legally binding Contract between You and Us. Please read them carefully and let Us know if You have any questions before signing them.

Print Name

.....

Address

.....

Contact Number

.....

Date of Event

.....

Type Event

.....



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# 1. Information About Us and Your Contract

- 1.1 We are a company registered in England and Wales. Our company registration number is 13179994.
- 1.2 Your Contract is with Calon Lodge (UK) LTD trading as Llanerch Vineyards whose company number is 13179994 herein after referred to as “Llanerch”, “We” or “Us”.
- 1.3 If You have any questions or if You have any complaints, please contact Us. You can contact Us by telephoning Our customer service team on 01443 222 716 or by e-mailing Us at [Info@llanerch.co.uk](mailto:Info@llanerch.co.uk).
- 1.4 If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing You can send this to Us by e-mail, by hand, or by pre-paid post to Calon Lodge (UK) LTD trading as Llanerch Vineyard at:

Llanerch Vineyard, Hensol, Cardiff, CF72 8GG.

We will confirm the receipt of this. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us as set out herein.

- 1.5 The Contract is made up of Your booking form, these Terms and Conditions, prices as per the event schedule.

# 2. Booking Procedure and Confirmation

- 2.1 You may request to reserve Your preferred event date (preferred date) with Us at any time. Upon receiving confirmation from Us that Your preferred date is available, You will have 10 (ten) days (“deposit payment period”) to pay Us the booking deposit (“booking deposit”) of £100 (one hundred pounds).
- 2.2 We will hold Your Preferred Date for You during the Deposit Payment Period.
- 2.3 If You do not pay the Booking Deposit within the Deposit Payment Period, We will release Your Preferred Date.
- 2.4 If We receive Your Booking Deposit within the Booking Deposit Period, We will then send You the Contract. You have 14 (fourteen) days from the date of the Contract to sign and return it to Us. If We do not receive a signed Contract within 14 (fourteen) days We will refund You Your booking deposit and release Your preferred date.
- 2.5 Your Preferred Date shall only be deemed accepted by Us when We provide You with confirmation. This confirmation will be sent to You after You have signed and returned this Contract and You have paid the Booking Deposit.



### 3. Number of Guests

- 1.1 For a Cellar Room event at Llanerch, the minimum number of adult guests is 13 and the maximum is 30. You will have access on the day of Your Event from time on your schedule.
- 1.2 Your contracted minimum number will be as per your schedule returned with your counter signed terms & conditions.

### 4. Payment and Payment Schedule

Payment Schedule	Charge
Booking Deposit (10 Days from Booking)	£100 + CCG Card Capture
Minimum Spend (Including Deposit, Not including Service charge)	£600

- 4.1 The minimum spend out herein and will always have to be paid for in full not with standing how many guests actually attend. There will be no refunds offered for any guests who may not attend on the day or cancel in advance.
- 4.2 All payments detailed in this payment schedule must be in cleared funds on the date stated. You must settle any extra charges prior to departure and all prices include VAT at the then applicable VAT rate and if the rate of VAT changes We will adjust the VAT rate unless payment has already been made at the previous then current rate of VAT.
- 4.3 All payments must be made by a BACS bank transfer

Company number : 1317994  
Account name:  
Calon Lodge (UK) LTD  
Account number: 32081219  
Sort Code: 40-51-62

- 4.4 A compulsory 10% service charge will be added to the bill. Please note all service charge is split evenly amongst Llanerch staff based on hours worked and is controlled by a tronc master. Calon Lodge LTD do not control this.



## 5. Cancellation Policy

5.1 The following is Llanerch's Cancellation Policy:

Cancellation Period & Notification	Charge
Booking Deposit	14 days from issue of Contract to cancel, after which, non-refundable
Minimum Spend	7 Days before the event, after which, Non-refundable & card will be charged for remaining balance

- 5.2 Llanerch reserves the right to cancel any booking that does not comply with the payment schedule above or the Contract.
- 5.3 Llanerch reserves the right to cancel any booking that does not comply with the payment schedule above or the Contract.
- 5.4 All cancellations/reductions in numbers should be confirmed in writing by You as soon as possible.
- 5.5 Any costs incurred for a particular event, that otherwise would not have been incurred; will be charged in the event of a cancellation unless We are able to mitigate the cost. (e.g. audio visual equipment, staff booked for the function, food, printing, any floral decoration and any photographer(s), musicians(s) and other entertainer(s) and toastmaster(s) etc. engaged.

## 6. Event Insurance

- 6.1 We do not provide Event insurance cover and this is Your responsibility.
- 6.2 We strongly advise that You take out insurance to cover a cancellation, delay or postponement of your event for any reason such as but not limited to extreme weather or family emergencies. If for any reason You cancel, postpone or delay this Contract or Your Event, You will still be liable to make payment to Us in accordance with these Terms.
- 6.3 We have public liability and building insurance policies. Our insurance only offers cover for the services We provide; all other outside services such as entertainers, florists and other service providers must produce proof of their public liability insurance, not less than 4 (four) weeks prior to the event. We recommend that the appropriate insurances be taken out to protect payments to relevant suppliers in the event of a cancellation.



## 7. Beautiful Vineyard Surroundings

- 7.1 The Vineyard is a beautiful and unique surrounding and whilst We understand that You may want to take photographs in and around the Vineyard You must be aware that it is a hazardous and fragile place.
- 7.2 You and Your guests must not touch any of the vines, under any circumstances. You must not allow children to play in and around the vines.
- 7.3 In addition to the above, there are various other hazards in and around Llanerch including but not limited to lakes and deep water, wild animals and hazards in the woods, including various plants and berries. You must not eat any berries or plants in the woods and You must not eat the grapes from the Vineyard. You must not feed or touch any wild animals. You must stay away from the lakes and any deep water and ensure that children do so. Please note from time to time there is machinery on site, You must not touch any of this machinery and You must not allow children to do so. You are responsible for making sure that You and Your guests adhere to these rules and do not wander outside of the designated hired areas.
- 7.4 When You and Your guests are walking around the Vineyard, We expect You to be vigilant and aware of the surroundings.
- 7.5 You are responsible for any damage caused to Llanerch or the vineyard that may be caused by You or Your guests.
- 7.6 Llanerch is a public place and offers various facilities to the general public and although We will endeavour to ensure that the general public visiting Llanerch for other reasons do not stray into Your hired area We obviously cannot completely guarantee that this will not happen. Therefore, please be aware that members of the general public may wander into the hired area although We will of course ask them to move out of Your area and back to other areas of the venue.

## 8. Accommodation

- 8.1 You are responsible for booking Your own accommodation. You may book this directly with Us for your Event. Your guests are each responsible for booking their own accommodation.
- 8.2 Please be aware that We do not refuse members of the public from reserving rooms at Llanerch due to the fact We host Your Event.
- 8.3 Mobile homes / camper vans or similar are not permitted at Llanerch. Guest may only stay at Llanerch in one of Our hotel rooms.

## 9. Food and Beverage

- 9.1 Due to food safety law any buffet food will only be displayed for a limited time at room temperature and after this time the buffet food has to be removed. In addition, no food prepared by Us is to be taken off the premises.
- 9.2 All food and beverages (except Your cake) served at the event, must be supplied by Us. Unless otherwise agreed by Us, You will not be able to provide any beverages as favors.
- 9.3 You will be required to let Us know if You would like to keep some or all of Your cake. Any cake prepared and served by Us will only be available for a maximum of 2 hours and will not be available to take home the next day. We can of course store and keep any cake that We do not cut for You to take home the next day.
- 9.4 You must provide an buffet/sit down Meal for the total number of guests.
- 9.5 You may wish to provide gifts during Your speeches for some guest, Alcoholic gifts are not permitted.

## 10. Drink, Drugs and Anti-Social Behaviour

- 10.1 We reserve the right to refuse to serve You or Your guests if in Our opinion We believe that You or Your guests have consumed too much alcohol. In addition, no alcohol is to be consumed off the premises.
- 10.2 We reserve the right to remove either You or Your guests from Llanerch if We believe that there is abuse or aggression directed towards Our staff or any unacceptable type of anti-social behaviours.
- 10.3 We take a zero tolerance policy to drug use. Any actual or suspected drug use by You or Your guests will result in Us removing You or Your guests from Llanerch and notifying the police.
- 10.4 Any of Your guests who are thought to have brought in their own alcohol will be asked to leave, without exception. You will then be required to pay Our charge of £250.





## 11. Liability

- 11.1 Llanerch will only be liable for loss or damage to property caused by its negligence. You assume responsibility for equipment, vehicles and personal effects belonging to You and Your guests during Your time with Us. You will be responsible to make good any damage caused by You or Your guests to the property of Llanerch.
- 11.2 We do not exclude or limit in any way Our liability for:
  - 11.2.1 Personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
  - 11.2.2 Fraud or fraudulent misrepresentation;
  - 11.2.3 Breach of the Terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - 11.2.4 Breach of the Terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples);
  - 11.2.5 Defective products under the Consumer Protection Act 1987.

## 12. Our Liability to You

- 12.1 If We fail to comply with these Terms, We are responsible only for direct loss or damage You suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into this Contract.
- 12.2 We are not liable for any of Your property, gifts or items that are left in Our store room or at Our premises.
- 12.3 Unless there has been any prior arrangement confirmed by Us in writing, any items left behind after Your event will be disposed of by Us.



## 13. Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

- 13.1 An event outside Our control means any act or event beyond Our reasonable control, this is including but without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, any inclement weather, norovirus, closures by environmental or other third party agencies, any power surge or loss of power by whatever means, failure of public or private telecommunications networks.
- 13.2 If an event outside Our control takes place that affects the performance of Our obligations under these Terms:
  - 13.2.1 We will contact You as soon as reasonably possible to notify You;
  - 15.2.1 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended until We are able to agree a new mutually convenient date with You. Where the event outside Our control affects Our performance to You We will liaise with You.

## 14. Our Rights to Cancel and Applicable Refund

- 14.1 If We have to cancel the Contract before the booking date:
  - 14.1.1 Due to an event outside Our control or due to the unavailability of key personnel or key materials without which We cannot adhere to the Contract, We will promptly contact You.
  - 14.1.2 If You have made any payment in advance, We will refund these amounts to You.
  - 14.1.3 Where We have already started work on the Contract by the time We have to cancel, We will not charge You anything and You will not have to make any payment to Us.
- 14.2 We may cancel the Contract at any time with immediate effect by giving You written notice if:
  - 14.2.1 You do not pay Us when You are supposed to as set out herein. This does not affect Our right to charge You interest;
  - 14.2.2 You do not, within a reasonable time of Us asking for it, provide Us with with information that is necessary for Us to provide Your Wedding; or
  - 14.2.3 You break the Contract in any other material way and You do not correct or fix the situation within 7 days of Us asking You to do so.
- 14.3 How We may use Your Personal Information;
- 14.4 We will only use Your personal information as set out in Our Privacy Notice. You can find Our Privacy Notice at [www.llanerch.co.uk](http://www.llanerch.co.uk)



## 15. General

- 15.1 Access to the Cellar room at Llanerch is restricted to time stated on your schedule. Anything that needs to be delivered in readiness for the event can only be delivered during Your access times. Your access to the Cellar room at Llanerch is scheduled event time. You and Your guests must depart by your departure time.
- 15.2 Our entertainment licence requires the music to cease at midnight.
- 15.3 You are responsible for hiring Your own choice of florist, entertainers and other event service providers. Our team will be happy to advise You on this.
- 15.4 Glitter & confetti is not permitted at the venue. You will be liable for a cleaning charge of £250 should You or Your guests use either. We recommend making a clear note of this on Your invitations.
- 15.5 We do not accept any responsibility for any personal possessions including any presents.
- 15.6 No pets are allowed at the venue except certified assistant dogs.
- 15.7 You must use Your best endeavours to ensure that Your guests comply with instructions and these Terms.
- 15.8 You will be liable for any damage caused to the venue, equipment, contents or fittings.
- 15.9 Llanerch has the right to remove anything and or stop any activity that in Our opinion is likely to cause damage and or is hazardous.
- 15.10 There will be no variation to the Terms and the Contract unless agreed in writing and signed off by a Director of Llanerch.
- 15.11 We reserve the right to change the space hired if the number of guests drops below that agreed herein.
- 15.12 Certain laws must be complied with including the hotel proprietors, health and safety regulations and fire regulations. Customers must follow all rules in relation to these.



- 15.13 We may need to change some components of this Contract and the event. We have the right to do this, although We will notify You of any significant changes.
- 15.14 We have the right to assign, novate or transfer this Contract and We will endeavour to notify You of this. You cannot assign this Contract. In addition this Contract survives any change of control in Us. This will not affect Your rights or Our obligations under this Contract.
- 15.15 Any electrical equipment brought onto Llanerch must be PAT tested for safety and all safety certificates and insurance for suppliers, including public liability insurance which all suppliers must have in place must be shown and approved by Us four weeks prior to the event.
- 15.16 This Contract is between You and Us no other person shall have any rights to enforce any of its Terms.
- 15.17 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.18 If We fail to insist that You perform any of Your obligations under these Terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.
- 15.19 We reserve the right to alter and or make changes to the interior and or exterior of Llanerch from the date of this booking. We will obviously try to avoid any substantial changes, however it may be necessary for the maintenance of the property (e.g. scaffolding) We need to retain the right to alter Our venue as and when We deem necessary. We will of course try to advise You of this wherever possible.
- 15.20 Wedding events are by appointment only. We will refuse wedding events on arrival, that have not been authorised by Us or been announced at the point of booking your event. Llanerch Vineyard only host one Wedding party per day. Your event type is listed on your schedule. We reserve the right to determine what constitutes a wedding event.

## 16. Governing Law

These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English and Welsh courts.



# Signed

Print Name

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Sign

.....

Date

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Signed for and on behalf of Calon Lodge UK LTD  
trading as Llanech Vineyard.

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Ryan Davies, Director