VAAL & VAAL

TERMS AND CONDITIONS

SUMMARY OF TERMS & CONDITIONS & SUPPLIER INFORMATION

VENUE

Hire of the venue of up to 6 hours which will be agreed upon booking. Additional hours are charged at £100per hour.
We do not allow confetti in the venue unless agreed in advance in which the client shall incur a £150 cleaning charge from deposit.
We do not accept liability for any loss or damage of personal belongings, including gifts, cake, and any other items.
Any damages caused by the booker or his/her guests as a result of improper use of the venue (incorrect use of furniture/standing on chairs, non-accidental damage to glassware, violence between guests and toward staff will all result in a loss of deposit to cover the cost of damages, and any loss of sales due to early closure of the event.
We do not allow for any bottles to be bought into the venue unless agreed by management which is the use of (wines, spirits, champagnes & soft drinks) for a dry hire package only, which we include our corkage price for a dry hire.
Should any guests be found to have brought in drinks outside of the above terms then the venue reserves the right to hold back deposit as this will have an adverse effect on bar sales and is against the terms of your hire. Our security staff will endeavour to ensure that no guests bring in beverages, however it is ultimately the responsibility of the booker.

SUPPLIER ACCESS

Suppliers Can access the venue 2 hours prior to the event and must remove all items within 45 minutes of the end of the booked/allocated hire time. Any items left may be disposed of, or carry a storage/cleaning fee.
We do not allow the following in the venue; paper, foil or plastic cups/plates & cutlery or buffet stations. Should any caterer’s not leave the kitchen as it is found, we also have the right to deduct a cleaning fee of £350 from your deposit or may request a cleaning deposit from your caterer in advance.
All caterers need to provide allergen information to the venue 1 week prior to the event.
Menus with allergen information will also need to be provided for guests.
Caterers must supply a valid Public Liability Certificate and either a level 2 or 3 food hygiene certificate or premises food hygiene rating from where they operate.
Wings and such items that leave bones of any sort are not accepted as canapes.

KITCHEN INFORMATION

Access: Kitchen entrance via Raglan Street where you are able to load and unload straight in to the kitchen by parking on the pavement. Vehicles must be moved immediately after loading. Please alert a member of staff when you arrive so they can let you in.

o Kitchen dimensions; total area: 2.5m x 5m o 2 x stainless steel prep tops; total prep top size:

o 3100mm x 700mm

o Refrigerators (advanced notice if space is required)

o Freezers

o Microwave 1850w

o Stainless steel sink and Drainer o Extraction hood

All other heating equipment is to be brought in by caterer if required (equipment larger than table top instruments must be approved by the venue.

Rubbish and food waste is to be bagged and placed in the allocated area and will be removed from Vaal & Vaal staff at the end of the night

Vaal & Vaal Terms & Conditions CATERING

CORKAGE (DRY HIRE ONLY)

Where the hirer is permitted to supply their own wines & spirits; these must be approved brands that are on our approved list. The stock/inventory of drinks must be supplied to our supervisor in advance of the event start. Under no circumstances are guests at the event permitted to 'bring their own drinks'. All menus/beverages must be approved prior to your event, and we reserve the right to not allow beverages to ensure the building. We do not constitute this as inclusive in our agreement.

DÉCOR

Décor suppliers including photobooths, casino table suppliers etc must supply a valid public liability insurance certificate.

We do not accept liability for any damage to any items such as backdrops, centre pieces or any other decorative items bought in by any external suppliers or by the booker. Backdrops, centre pieces or any other items bought in by any suppliers must be removed on the night of the event. We do not allow backdrops to be picked up the day after the event as a standard practise, however access the following day can be granted for an additional fee of £50.00 if required.

Any items left on the premises will be removed unless agreed by management. However, we do not accept any liability for and damages that may be caused.

DJ & ENTERTAINERS

DJ's need to bring in their own laptops, laptop stand, decks & microphones. However, we can supply any items at an additional cost, which will be agreed during the time of booking should that be required.

The controllers/mixer that DJ's use are required to have two XLR inputs to enable us to plug our XLR cabling in to controllers/mixers. Should they not have the correct inputs, they should ensure that they have the correct adapters as required.
DJ's are not permitted to bring additional lighting, sound, screens or pyrotechnics without prior permission of the venue.
We can help source additional light sound and staging at an additional cost. Although the sound and lighting we currently have is to a high spec, we do not provide stages. However, we can help source at an additional cost should this be required.

GIFTS & PERSONAL BELONGINGS

Whilst we endeavour to assist with storage and management of gifts & personal belongings; We do not accept liability for any loss or damage to any personal belongings or gifts of the clients or their guests.

DAMAGES & DEPOSIT

Should there be any damage caused by client or guest of a client or anyone involving, including Vaal & Vaal team we have the right to retain the deposit. This includes any damages to the venue, upholstery, soiling, emesis & other hard to remove stains.

Deposit is refundable within 7 working days after the event.

Venue Hire Contract

Date of agreement: 2024 terms

This agreement is between: **The Company**
Club Vaal Limited
Attwood Building, Raglan Street
Wolverhampton
WV3 0QH

The Client:

Name(s):

Address:

I.D Type provided:

The Company shall grant the Client the use of:

The Premises
Club Vaal Limited t/a Vaal & Vaal
Attwood Building, Raglan Street
Wolverhampton
WV3 0ST

The hireable area known as: Vaal & Vaal
Event Date:
Event Time:
Event type: On-Premise Event

NOW IT IS HEREBY AGREED as follows:

- THE CLIENT AGREES:

▪ That the key to the Property shall remain at all times the property of and under the direction of the Company.
▪ The Client to use the Premises only for the purpose of Business .
▪ Number of guests (not to exceed) the maximum amount as specified in the event brochure specific to each event style, final number of guests to be given to the Company no less than three weeks prior to event date.

Should on the day of the event the number of guests increase, then there will be either a further charge per extra guest calculated at the per person initial pricing or accept that the Company may cancel the event or refuse entry once capacity has been reached.

DEPOSITS AND FEES

That in consideration of the granting of this Contract the Client shall pay to the Company

▪ A total fee of (as per quote) for the _____agreed_____Package is selected, such to be paid to the Company. Full and final payment of the total estimated charge is to be paid no later than 2 weeks prior to the event. (Unless, otherwise arranged/agreed in writing).

▪ A non-returnable deposit of £1,000.00 is payable, of which will be deducted from the final due balance

▪ The Company shall charge such costs, charges and expenses as may be agreed in order to complete the Contract, unless otherwise stated.

CANCELLATIONS

Cancellation by the Client

Please note that any cancellations made before the event will be charged as follows:

- Cancellation by writing 12+ months in advance of the event date will be issued with a full deposit refund.
- Cancellation by writing 6 to 12 months in advance of the event date will be issued with a 50% deposit refund.
- Cancellation 0-6 months in advance of the event date is non-refundable and the full agreed package invoice will need to be paid in full.

In all instances we will endeavour to offer you an alternative date for your event. If we are able to fill the date of your original event booking with a similar event we will refund your deposit as a gesture of good will. In this instance the full remaining balance of your event must be paid in advance of your event date in order for us to offer you an alternative date as mentioned above.

▪ A Letter or email by the Client must confirm all cancellations. In the event of a cancellation of a booking by a Client, for whatever the reason, the Company is not liable to refund any payments made by Client.

Cancellation by the Company

The Company reserves the right at all times and without liability to the Client to cancel the Clients booking if it appears to the Company that: -

▪ The Client is in material breach of the terms of the hiring agreement, including the standard conditions

▪ The Client had failed to provide cleared funds, any payments due at the time stipulated

in the hiring agreement.
▪ The advertising or proposed conduct of the event gives rise to risk of damage to the Property or other property owned by the Company.
▪ The event is a type substantially different from that stated in the hiring agreement.

CLEANING
The Client shall pay to the Company £350.00 for the cleaning costs if the venue is deemed to be un clean beyond reason (see below) . All such costs shall be recoverable from the Client as a deduction from there deposit. (If the Client has chosen a 'Package Price' then this cost is included in the Package Price).

The Client shall keep the Property clean and free from rubbish and debris provided that if any structures goods chattels rubbish or debris which it is the Client's responsibility to remove from the Property and are not so removed to the reasonable satisfaction of the Company then the Company shall be entitled to arrange for their removal from the Property at the expense of the Client. The Client shall ensure that all items, equipment, decorations, DJ equipment and goods belonging to the Client, are taken away at the end of their Hire Period (Hire Period being the timings stated on the contract, unless arranged with the management of the Company). **Use of any kind of confetti in the venue will occur a £100.00 cleaning charge from deposit paid.**

DAMAGES
The Client shall pay £300 (Damages Deposit), in addition to the Deposit outlined above (which is a refundable amount) to the Company. This amount will be refunded after the event subject to the clause below.
The cost of repair of any damages will be deducted from the Damages Deposit paid by the Client. The Client will be responsible for all repair costs plus any loss resulting from loss off booking, including incitement to any third party that results in any damage loss (note sickness, spillage, fabric tears, cigarette burns, chewing gum). The Client shall be held responsible for any losses or damages sustained by the Company in respect of the Property, Premises, furnishings, utensils or equipment, whether the same is caused willfully or by negligence or default, and shall be liable for the cost of replacement or repair plus compensation for loss of business caused thereby. No sale, auction or business shall be transacted at the Property save with the express prior and written consent of the Company.

CATERERS
Any external caterers must be on a list pre-approved by the Company. Any caterers that do not feature on a pre-approved list must be vetted by the Company in writing prior to the event taking place. A fee of £_____is to be paid for the usage of the kitchen for re-heating any serving by the caterers. (If the client has chosen a 'Package Price' then this cost is included in the package price). The Client can use an outside caterer provided they have been approved by the Environmental Health Department and are an established and professional organisation specialising in large scale catering. All food handlers must be in possession of a

basic food hygiene certificate. They must be in possession of Public Liability Insurance. Food must be transported in a refrigerated vehicle. The Company does not take any responsibility of the services provided by the caterer. The Client and the service staff must remove all service items and rubbish from the main function room otherwise extra cost will be incurred.

WAITERS
The Company shall provide waiters and bar staff if a package price has been selected. Where waiters are provided by external caterers they must adhere to the rules and conduct as set out by the Company and the management team of the Company.

SECURITY
The Client to pay the cost of such security/personnel arranged by the Company :-

a) Wedding / private parties / private functions – personnel (if the Client has chosen a 'Package Price' the cost is enclosed in the package price).
b) Public functions – £_____ per security/personnel x the number of security/personnel the Company insists that is required for the event.

The Company reserves the rights for security purposes to stop and search any person, object or package entering the Property and shall be entitled to refuse to allow any person, object or package to enter into the Property which the Company reasonably considers to be a risk or likely to be a risk the safety or the security of the Property or the people in it. The Company may refuse admission to the Property to any person who is unable to present authority from the Client to enter the Property. The Company reserves the right to eject any person or thing from the Property at any one time and for any reason. The Company reserves the rights for security purposes to ask any visitor/guest to present valid Identification before entry to the Property, and reserves the right to refuse entry.

ATTENDANCE
The Company must be advised of the maximum and minimum numbers of guests expected to attend at least three weeks prior to the Event to deal with staff requirements, to ensure the safety and good order of persons admitted to the Property and to prevent unauthorised admission during the Hire Period.

PAYMENTS
Payments shall be made in accordance with the Company's prescribed terms. The Contract will define any Deposit due and the payment of this Deposit will act as you acceptance of the terms of your booking agreement. The Company cannot guarantee performance of the Contract should payment not be received on the specified due date, however the full balance will still be due in full.
All accounts are due and payable upon receipt of invoice. In any event of non-payment by the specified dates, the booking of any function or event will be cancelled. The Client shall pay, on demand, the Company interest at the rate of 4% per year over the base lending rate from time

to time of The Central Bank of England on any money due under this Agreement which remains unpaid from the date when such money first becomes due and payable until such time as it shall be paid. Charges per person are quoted on the expected number of persons attending. Smaller numbers will be catered for with price adjusted accordingly.

HIRE PERIODS

All times must be strictly adhered to – unless otherwise agreed with the management of the Company. The Company accepts no responsibility neither can it be held liable in any way whatsoever for delays howsoever caused. The Client may have access to the Premises between the opening and closing times stated in the hiring agreement. The Client may not alter the starting time of the event without the Company's prior consent and the event must end no later than the finish time. Any over-run of booked time must be paid in advance in cash or credit card at the time of hire with the rate being £___per hour plus additional expenses if agreed with the Company.

ALCOHOL

The Property is licensed for the sale and consumption of beers, wines, spirits, cider and soft drinks. The Client may bring only bring in bottles of spirits and wines if a self-catered package has been booked, however corkage fee will be charged accordingly. Corkage is only payable if it has not been included in a Package. A deposit of £____ must be paid before any drinks are served from the bar if an account is to be kept. The Property has a Public Entertainments Licence and Performing Rights Society Licence. The consumption of alcohol must end when asked by the management and bar staff of the Comnpany.

HEALTH AND SAFETY

The Client shall comply with all health and safety legislation. The Client shall comply with all health and safety and emergency procedures and instructions notified to the Client by the Company. It shall be the Client's responsibility to notify its guests, contractors, staff and agents of these procedures and instructions and ensure their compliance.

CAR PARK

The on-street parking around the building is available to the Client and guests, as well as the council owned car park on Clifton Street. All vehicle parked are the responsibility of it's owner.

EQUIPMENT, APPLIANCES AND FITTINGS

All electrical appliances, equipment or fittings owned and brought in for usage by the Client must have a Portable Appliance Test (PAT) Certificate/Label issued within the last twelve months and must be presented to the Duty Manager before use. Any other third-party caterer/entertainer used by the Client should be made aware of this equipment. The Company shall not be liable for any damage occurring to these items by reason of their removal nor will it be responsible for their subsequent safe keeping or storage.

DECOR

All external Decorations will not be permitted to be brought into the Property by the Client, guests or invitees unless pre-approved in writing or otherwise permitted by the Company.

CROCKERY
No Crockery will be permitted to be brought into the Property by the Client, guests or invitees unless otherwise permitted by the Company.

D.J. & OTHER ENTERTAINERS.
The Company shall be responsible for ensuring that the D.J etc turn off the sound or P.A. system at___am/pm & to clear the stage area by____am/. The Client shall ensure that the D.J understands that he is only able to use the Company's internal sound system. The Property has an automated power cut off switch fitted
which activates at the end of the Hire Period. The Client ensures to make this known to the D.J./Entertainer.

EXITS
Passageways and gangways to emergency exits must be kept clear at all times. This regulation is rigorously enforced in the interests of the safety of the Client and his guests and invitees.

FORBIDDEN ITEMS
The following are excluded from admission to the building- a) Explosive materials, b) Live animals (except guide dogs), c) Motorbikes, d) any illegal substances, e) confetti of any kind Any Client found disobeying these rules will have their contract terminated immediately. The Company reserves the right to refuse participation on any programme if participants are believed to be by the instructing staff, under the influence of alcohol or drugs, and that their participation may be harmful to themselves or others on the programme.

FLOOR
No powder, chalk, polish or any other preparation to be applied to the floor. No drawing pins or other fixtures on the walls, table etc without permission. Use of canned string spray, foam, glitter, confetti/cannon confetti etc is strictly forbidden. The use of indoor pyrotechnics is permitted if pre-approved by the Compan. The Client is responsible for any damage caused by any Third party/Person that they have hired to provide any services on their behalf.

SMOKING
Smoking is strictly forbidden anywhere in the Property .

The Company reserves the right to refuse any application to hire any part of the Property without assigning any reason. The Client must not allow any persons, other than those genuinely attending the event, to use the Property. The Company reserves the right to separately hire any other parts of the building at any time. The Company reserves the right to

change the Clients assigned function rooms for others or comparable suitability. If in the opinion of the Company, either the Client or any of its invitees, guests, or representatives act in a manner considered to be prejudicial to the good name of the Company, including the orderly vacation of the Property at the end of the Hire Period, the Company has the right to take whatever steps thought necessary including termination of the hire. The Company requires knowing of any proposed third party contracts for entertainment or services for a function and reserves the right to prohibit the same. The Company does not accept any responsibility for third party contracts and performance of the same. The Company also reserves the right to determine the level of noise at a function and the Client is obliged to adjust to this level. The Client agrees to be bound by the reasonable instruction of duly authorised representatives of the Company in respect of the conduct of the event and shall further ensure that those attending shall similarly comply.

The Client shall not:

a) make any alterations to the structure, internal layout, fittings, decorations or furnishings of the Property/Premises
b) do anything, or fail to do anything, which might offend against any law, statutory regulation or any of the conditions, requirements and regulations of the Company or which might in any way imperil any licence or statutory or other consent granted in respect of the Company
c) issue any ticket of admission except those provided or approved by the Company d) publish, display or erect any advertisement, poster, programme or literature which may be reasonably considered by the Company to be in bad taste, obscene or harmful to the reputation of the Company e) do or say anything which may injure or tend to injury the Company's reputation or which may break or infringe any licence, statute, bye-law or regulation.

The Client shall be responsible for the orderly and safe conduct of the event, for ensuring that nothing that it, its contractors or agents (or their employees or guests) do, interferes with any other persons use or enjoyment of the Property, causes nuisance, is an infringement of or renders possible the forfeiture of the Company's licences for the sale of intoxicating liquor or for music and dancing or other permissions attaching to the Property (or part of it).

The Company reserves the right to make additional charges incurred as a result of-

a) changes and additions ordered by the Client after the acceptance of the Company's estimate, proposal and schedule.
b) increases in the costs of materials, equipment or other services necessary for the completion of the contract. Any such charges will be advised to the Client either in writing or such other form as appropriate and agreed between the parties.

Complaints

If for any reason the Client has a complaint, the Company should be notified immediately, who will do what it can do to help. Any written information made available to the Client by the Company will be deemed to be incorporated herein and in the event of a dispute these Terms and Conditions will prevail.
The Company shall not be responsible for any accident, accidental death or damages affecting the Client's goods of invitees during the use of the Property hereby authorized.
The Company shall not be liable for its failure to fulfil any of its contractual obligations if such is caused by reasons beyond its control.
Proposals may contain confidential information provided by the Client. The Company agrees not to convey such information to any third party.
Similarly, the Client proposal may contain concepts, notions and designs specifically prepared for the Client. The Client undertakes not to disclose or use contents or parts thereof except with the prior written approval of the Company.

Except in respect of injury to or death of any person (for which no limit applies) the liability of the Company for this booking in respect of each occurrence or series of connected occurrences shall not exceed the value of the contract. Notwithstanding anything else contained in the contract, The Company shall not be liable to the Client or any third party for loss of profits or contracts or any indirect or consequential loss arising from negligence, breach of contract or howsoever.
The standard conditions can only be changed or amended by the Company's written agreement.

Disputes
Every question, dispute or difference arising between the parties to this Contract with reference to this Contract or the rights, duties or liabilities of either party under this Contract or with regard to the construction of any of the contents of this Contract or as to any act or thing to be done in pursuance thereof arising out of anything contained in this Contract, whether during the continuance of this Contract or upon or after the determination of this Contract by effluxion of time or by any act of either party to this Contract or otherwise, shall be referred to a single arbitrator to be appointed in the case of difference by the President for the time being of the Institute of Arbitrators at the instance of the party first applying to him and this shall be deemed to be an arbitration agreement within the provisions of the Arbitration Act 1996 which shall continue in force notwithstanding the termination or cancellation or repudiation by either party to this Agreement. The Company reserves the right to determine the Arbitrator.

RIGHTS OF THIRD PARTIES
A person who is not a party to this Agreement may not rely upon or enforce any rights pursuant to the Contracts (Rights of Third Parties) Act 1999

The standard conditions can only be changed or amended by the Company's written agreement.

GOVERNING LAW AND JURISDICTION
This Agreement shall be governed by and construed in all respects in accordance with the laws of England whose courts are the courts of exclusive jurisdiction.

The Laws of England shall govern this Contract and any dispute referred to the English Courts.

VENUE ADDRESS FOR PRINTING OR INVITATION PURPOSE:

VAAL & VAAL
Attwood Building
Raglan Street
Wolverhampton
WV3 0ST