

Parc y Scarlets
Hire Agreement
Terms and Conditions

1. Definitions

1.1. In these terms and conditions the following words and phrases shall have the following meaning:

'Balance' means the Price of the Event less any Deposit received by the Scarlets.

'Balance Due Date' means the date for payment of the Balance as set out in the Event Booking Form or Invoice.

'Booking' means the agreed contract between the parties as set out in the Event Booking Form and these terms and conditions.

'Client' means the person(s), firm or company stated on the Event Booking Form.

'Contractor' means any third party attending the Event pursuant to clause 6.

'Date for Final Numbers' means the date set out in the Event Booking Form.

'Date of Booking' means the date set out in the Event Booking Form.

'Date of Event' means the date of the Event set out in the Event Booking Form.

'Deposit' means the deposit states in the Event Booking Form.

'Deposit Due Date' means the date for paying the deposit and returning the signed Event Booking Forms as set out in the Event Booking Form.

'Event' means the event to be held at the Premises as set out in the Event Booking Form.

'Guest' means any person including any Contractor who attends the Event other than Scarlets representatives and agents.

'Invoice' means any invoice sent to the Client by the Scarlets in relation to the Event.

'Maximum Number of Guests' means the maximum number of Guests to attend the Event as set out in the Event Booking Form.

'Minimum Number of Guests' means the minimum number of Guests to attend the Event as set out in the Event Booking Form.

'Premises' means the whole of Parc y Scarlets including the car parks.

'Price' means the price payable by the Client to the Scarlets as set out in, or calculated in accordance with, the Event Booking Form.

'Property' means any property within the Premises.

'Room' means the room or rooms within which the Event is to be held.

'Scarlets' means Scarlets Regional Limited.

2. Booking

2.1. The Scarlets will make the Room available to the Client for the Event on the Date of Event, subject to these terms and conditions and the Event Booking Form.

2.2. The Scarlets will provide the services necessary for the Event including any catering and bar staff as agreed between the parties and set out in the Event Booking Form.

2.3. If the Client does not pay the Deposit and return a signed copy of the Event Booking form to the Scarlets by the Deposit Due Date the Scarlets may cancel the Booking.



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3. Guests

- 3.1. The Client shall inform the Scarlets of its estimate of the total number of Guests for the Event (to the nearest 10) by the Date for Final Number (which shall not be less than the Minimum Number of Guests).
- 3.2. The total number of Guests at the Event may not exceed the Maximum Number of Guests without the prior written approval of the Scarlets. The Scarlets may refuse entry to the Premises, or remove from the Premises, any number of Guests that exceed the Maximum Number of Guests.
- 3.3. The Client warrants that none of the Guests suffer from any food allergies or medical conditions that should reasonably be brought to the attention of the Scarlets other than those stated on the Event Booking Form.
- 3.4. The Client shall, and ensure that each Guest shall:
 - 3.4.1. At all times behave in an appropriate and non-abusive manner;
 - 3.4.2. Not cause any damage to the Property or the Premises or property of the Guests;
 - 3.4.3. Not attach any materials or products to any parts of the Premises and will not use any blu tac, sellotape, adhesive, drawing pins, or similar in the Premises or on the Property;
 - 3.4.4. Not smoke within the Premises other than in a designated smoking area;
 - 3.4.5. Not bring onto the Premises, or consume, any alcohol other than that provided by the Scarlets. The Scarlets or its agents may confiscate from any Guest (and retain) any alcohol not purchased from the Scarlets;
 - 3.4.6. Not bring onto the Premises, or consume, any food other than that provided by the Scarlets;
 - 3.4.7. Not bring onto the Premises, or consume, any illegal or controlled substance. The Scarlets or its agents may confiscate from any Guest (and retain) any such illegal or controlled substance;
 - 3.4.8. Not use the public elevators to transport any equipment to or from the Room, including any equipment supplied by a Contractor. Any equipment must be brought to the attention of security and transported using the service elevator;And
 - 3.4.9. Comply with all of the Scarlets health and safety requirements and the reasonable instructions of the Scarlets and its agents.
- 3.5. The Scarlets or its agents may refuse entry to, or remove from the Premises any Guest that is in breach of clause 3.4.
- 3.6. The Scarlets or its agents may refuse entry to, or remove from, the Premises any Guest that the Scarlets or its agents reasonably believe is, or may, cause a nuisance or be a threat or danger to any other Guest or person (including staff) attending the Event.

4. Price / Payment

- 4.1. The Client shall pay the Scarlets the Price.
- 4.2. The Client shall pay the Deposit in full on or before the Deposit Due Date.
- 4.3. The Client shall pay the Balance in full on or before the Balance Due Date.
- 4.4. The Scarlets may charge interest on any overdue sums due from the Clients at a rate of 2.5% above the Bank of England base rate.
- 4.5. The Company reserves the right to change any of its prices on reasonable notice to the Client to reflect any price changes imposed on the Scarlets by a supplier.



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- 4.6 Unless otherwise stated all prices quoted are exclusive of value added tax, which will be charged at the rate in force.
- 4.7 In the event that significant changes are made to an event booking within 72 hours of the event date, which result in additional charges being incurred by Scarlets Regional Limited including but not limited to additional staffing costs, the client shall be liable for those additional costs.
5. Cancellation
- 5.1. The Scarlets may cancel the Booking:
- 5.1.1. If the Client does not pay the Deposit by the Deposit Due Date;
- 5.1.2. If the Client does not return the signed Event Booking Form by the Deposit Due Date; or
- 5.1.3. If the Client does not pay the Balance by the Balance Due Date.
- 5.2. If the Scarlets cancel the Booking in accordance with clause 5.1.3 the Client shall be liable to the Scarlets as set out in clause 5.6 as though the Client had cancelled the Booking on the Balance Due Date.
- 5.3. The Scarlets may cancel the Booking due to any unforeseen or unknown circumstances at the Date of Booking including, but not limited to, sporting fixtures or entertainment events scheduled at the Premises on or around the Date of Event.
- 5.4. If the Scarlets cancel the Booking in accordance with clause 5.3 it shall immediately repay the Client all sums it has received from the Client, but shall not be liable to the Client in any other way.
- 5.5. The Scarlets may cancel the Booking immediately if the Client or any of its Guests act in any way during the Event such that the Scarlets reasonably believe that the safety of Guests or people present (including staff) or the security of the Premises or Property is at risk.
- 5.6. If the Client cancels the Booking:
- 5.6.1. Within 14 days of the Date of Booking it shall not be liable to the Scarlets;
- 5.6.2. Within 56 days of the Date of the Event it shall pay the Scarlets 30% of the Price;
- 5.6.3. Within 28 days of the Date of the Event it shall pay the Scarlets 50% of the Price;
- 5.6.4. Within 14 days of the Date of the Event it shall pay the Scarlets 100% of the Price; and
- 5.6.5. Any Deposit paid is non-refundable; and
- 5.6.6. The Client shall pay the Scarlets for any expenditure incurred by the Scarlets on behalf of the Client, including, but not limited to, the cost of any hire equipment, car hire or entertainment hire.
- 5.7. If either party cancel the Booking, they must immediately notify the other party in writing.
6. Contractors
- 6.1. The Client will not use any outside caterers or supply any food or any nature other than that provided by the Scarlets or its agents.
- 6.2. If the Client wished to arrange for any third party (including but not limited to disc jockey's, comedians, bands, singers, performers or live acts) to attend the Events it must:
- 6.2.1. Obtain the Scarlets prior written approval (which may be withheld at the Scarlets' complete discretion)
- 6.2.2. Provide Scarlets with a copy of the third party's public liability insurance (of not less than £1M liability) for the Scarlets' approval (which may be withheld at the Scarlets discretion), and
- 6.2.3. Ensure that any electrical equipment to be used by the third party has a current PAT certificate. No electrical equipment may be used within the Premises without a current PAT certificate.



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7. Damage
 - 7.1. The Client will be responsible for and liable for any and all damage to any of the Property or Premises caused during the Event by any Guests.
 - 7.2. The Client will pay for any excessive levels of cleaning necessary as deemed by the Scarlets after the Event. Any vomiting will incur a minimum charge of £250, which shall be payable by the Client.
8. Indemnity
 - 8.1. The Client shall indemnify the Scarlets and its directors, officers and employees against all charges, claims, damage, liabilities, proceedings, demands, fines, fees, costs or expenses (including legal costs) including but not limited to, loss of goodwill, loss of profit and loss of opportunity suffered by the Scarlets directly and indirectly as a result of any breach of these terms and conditions (including the warranty given at clause 3.3) and any action of inaction of any Guest.
9. General
 - 9.1. The Client will not reproduce the Scarlets logo on any material or in any media format.
 - 9.2. The Client will not advertise the Event as having any association with or endorsement from the Scarlets beyond being held at the Premises.
 - 9.3. The Scarlets does not accept responsibility for any loss of, or damage to, any property of the Client or the Guests.
 - 9.4. These terms and conditions shall apply at all times and may only be varied in the Event Booking Form or as otherwise agreed between the parties in writing.
 - 9.5. The Booking shall be governed by and construed in accordance with the laws of England and Wales.

I agree to the terms and conditions of Scarlets Regional Limited:

Type of Event: _____

Guaranteed Minimum Numbers: _____

Date of Event: _____

Print Name: _____

Signed: _____

Date: _____

Preferred Payment Method (please circle where appropriate)

CASH // CHEQUE // CARD PAYMENT // INVOICE // BACS

Invoicing Address: _____



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Nut and Food Allergies - Customer Information

Scarlets Regional Limited understands that nut and other food allergies present a serious problem to some people, and our staff will do their best to provide you with the information that you need. Please ask to speak to the catering manager if you consider yourself at risk.

The Food Information (Wales) Regulations 2014 was produced to regulate and control the labelling of allergenic food ingredients in foods. The legislation places a duty on manufacturers, where specific allergenic foods or their derivatives are used as ingredients in pre-packed foods, to indicate the relevant allergenic food on the labelling. These regulations do not however cover all potentially allergenic foods or allergenic foods that are unintentionally present in food products as a result of cross-contamination at some point during the manufacture or transportation.

Where recipes are known to contain any of the major food allergens such as nuts, these will be identified accordingly:

- In the name of the dish on menus and beside the dish on display for the benefit of regular customers
- In the name of the dish on menus or on request for occasional/waitress served customers

Note:

If the meal is prepared on site then the company cannot guarantee that our kitchens will be free of all traces of potential allergens which may cause unintentional cross contamination. If customers are highly sensitive to even small traces then they should make the chef aware before purchasing any products or ordering a meal.

It is important not to rely on information on the weekly menu because recipe ingredients may change. Selective labelling of some dishes does not imply that all other items are free from allergenic products.

Sometimes established recipes may be varied to include nuts. Regular customers who consider themselves at risk should always seek clarification before selection and consumption of foods.

Where customers have the opportunity to serve themselves, serving utensils may be transferred from one dish to another. It is also possible that nibbled nuts on desserts and sesame seeds on bread and rolls may fall off and contaminate other foods in a similar way.



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