

Please read the following important terms and conditions before you place an order with us.

These terms together with our Privacy Policy and Terms of Website Use tells you information about us and the legal terms and conditions (Terms) on which we Hire our Venue to you for the Event. Further information about this can be found on our website at www.constellations-liv.com/hire-us. Further details about the order that you have placed with us can also be found on the Order.

Please read these Terms carefully. You should print off a copy of these Terms or save them to your computer for future reference. Please note that before placing an order with us you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to place an order with us to Hire our Venue.

Please note that we amend these Terms from time to time. Every time you place an order with us, please check these Terms to ensure that you understand which terms will apply at the time you place an order with us.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- ‘We’, ‘us’ or ‘our’ means Greenland Venue Management (UK) Limited, incorporated in England and Wales under company number 08911145 and whose registered office is at 35 – 39 Greenland Street, Liverpool, L1 0BS.
- ‘You’ or ‘your’ means the person(s) placing an order for us as detailed in the Order.

If you don’t understand any of these Terms and want to talk to us about it, please contact us by:

- email us at info@constellations-liv.com; or
- telephone us on 0151 345 6302.

Please note that we can’t guarantee that we will always be available to answer your enquiries immediately. If you leave a message, we will get back to you as soon as we can.

If we have to contact you we will do so by telephone or by writing to you by the email or postal address provided for in your Order.

1 Interpretation

1.1 Interpretation

- (a) a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to writing or written means a written form of communication, including letter, fax and email.

1.2 Definitions

Additional Service: any additional service other than the Hire which we may provide, including but not limited to sound tech equipment, visual displays, flowers, decorations, music, DJ and professional photography.

Business Day: a day other than Saturday or Sunday or public holidays in England when banks in London are open for business.

Charges: the charges payable by you for the Hire of the Venue as detailed in the Order, including the Deposit and the cost of any Additional Service.

Contract: the contract between us and you for the Hire of the Venue and for any Additional Services.

Date of Event: the day which you have booked the Venue for the Event as detailed in the Order.

Deposit: the non-refundable payment made in advance of the Event and paid to reserve the Date of Event when booking the Venue for Hire and as detailed within the Order.

Event: an event which you have booked to Hire the Venue for.

Event Outside Our Control: any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of a terrorist attack, war (whether declared or not), threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

Final Payment: the outstanding balance as shown in the Order, being the Charges plus the cost of any Additional Services minus the Deposit.

Final Payment Date: the due date for Final Payment as set out in the Order.

Hire: the exclusive or non-exclusive right to use the Venue during our Opening Hours for your Event, as set out in the Order.

Opening Hours: means the usual opening hours of our Premises, depending on the Date of the Event as advertised on our website.

Order: an order form and/or invoice sent to you detailing the Event Date, the Event, our Charges, the Deposit and any Additional Services that have been ordered at the date of Order.

Premises: means all parts of our building known as Constellations, 35 – 39 Greenland Street, Liverpool, L1 0BS, including any and all parts of the Venue.

Term: shall mean the date of the Order to and including the Date of the Event.

Venue: any part or all of our Garden, Café/Bar and/or Event Space areas which have been booked for Hire by you as detailed in the Order and/or invoice.

2 Introduction

2.1 When you place an order with us you are legally bound by these Terms. You agree to be bound by these Terms for the Term.

2.2 Any drawings, descriptions, pictures, advertisements and any other promotional material used on our website or in other brochures, catalogues or leaflets are issued for the sole purpose of giving you an approximate idea of our Venue. They shall not form part of the Contract nor will they be relied upon by you.

2.3 Any quotation given by us shall not constitute an offer and is only valid for a period of 20 Business Days from the date of issue.

2.4 When placing any order you also agree to be legally bound by our website terms and conditions and any documents referred to in them. These documents form part of this Contract as though set out in full here.

3 Hire of our venue

3.1 The Order constitutes an offer by you to Hire the Venue from us in accordance with these Terms. The Order shall only be deemed accepted when we issue written acceptance or acknowledgment of the Order

by email (Confirmation Email), at which point and on which date the Contract will come into existence.

3.2 When placing your Order you must inform us of the purpose for the Event. This will be included in the Order. You agree that you will only use our Venue for this purpose. The Event will not be in connection with any business dealings, nor will it involve any corporate or other

sponsorship of any kind. Please note that any misrepresentation by you surrounding the Event may result in the Event being cancelled in accordance with clauses 3.4.

3.3 You can change your booking after the Order provided you have made a request in writing to us and we have provided you with a Confirmation Email accepting the same.

3.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:

(a) the Venue is already booked; (b) the Venue will be closed or otherwise unavailable; (c) there has been a mistake on the pricing of our Charges; (d) there has been a breach of clause 3.2; or (e) there has been a material breach of these Terms.

3.5 If clause 3.4(a) to (c) apply we will notify you as soon as possible and offer you an alternative Date of Event or a refund of the Charges. In the event that clauses 3.4(d) to (e) apply, no repayment of the Charges will be due as per clause 8.3.

3.6 In agreeing to these Terms you hereby grant us permission to take photographs, videos and/or other recordings of your Event and guests to be used for our own advertisement, marketing, promotional and any other internal uses as we may reasonably require.

4. Your responsibilities

4.1 When placing a booking with us, you must inform us of the Date of Event and give us an estimate of the number of guests that will be in attendance at the Event. This allows us to provide you with our Charges.

4.2 You must contact us to confirm the final number of guests for your Event no later than 20 Business Days before the Date of Event. If this final number exceeds the estimate given to us in accordance with clause 4.1, an additional invoice may be raised by us in respect of our Charges to account for the increase in guests. For the purposes of this clause any increase in the number of guests shall be treated as an Additional Service.

4.3 Please note that our Charges will not decrease in the event that the final number of guests is less than the estimate given to us in accordance with clause 4.1.

4.4 Unless agreed otherwise with us in writing, no food or alcohol may be consumed by you and/or your guests unless supplied by us.

4.5 You are responsible for ensuring that you and your guests comply with any relevant health and safety law and any instructions given by us or requirements of our Premises. We will not be responsible for any injury and/or loss caused in breach of this clause. You are responsible for obtaining an appropriate insurance policy for the Event.

4.6 You will be responsible for any damage caused to the Premises or for any damage or theft to any equipment, contents, fixtures or fittings contained in our Premises or provided to the Venue as part of an Additional Service.

4.7 You will be responsible for ensuring that you and your guests conduct yourselves in a responsible manner with due consideration to other guests, our staff, members of the general public who may be in our Premises and those residents and visitors to any of our neighbours.

5 Our responsibilities

5.1 Provided you have complied with clauses 4 and 11, we will ensure that a reasonable amount of staff are available at the Venue. A minimum amount of staff can be agreed expressly with you for your Event if required and in the event that you require further staff, we reserve the right to charge you further costs for the extra staff as an Additional Service.

5.2 Our bar will be open for the purchase of drinks by you and your guests until approximately 30 minutes before the end of our Opening Hours, unless agreed otherwise with you in writing.

5.3 Our kitchen will be open for the order of hot and cold food by you and your guests until approximately 2 hours before the end of our Opening Hours, unless agreed otherwise with you in writing.

5.4 Please note that we reserve the right to require proof of identity and/or invitation to your guests. In the event that a guest is unable to prove their identity and/or invitation, we reserve the right to refuse them access to the Venue and/or our Premises.

6 Catering

Please note that clause 6 will only apply if we are catering for the Event

6.1 When placing an Order with us we will discuss and provide you with the various catering

options. You must confirm to us in writing no later than 20 Business Days before the Date of the Event what food you want to order for the Event. Please note that no food will be ordered by us until Final Payment has been made.

6.2 We reserve the right to use our preferred suppliers and contractors for the supply of any food for the Event.

6.3 We endeavour to take reasonable steps to cater for any dietary requirements that we are notified of before the Event, provided we are given at least 20 Business Days notice of the same before the Date of Event.

6.4 Sometimes it is not always possible for us to provide the food you have ordered. We reserve the right to substitute any food provided by us and ordered by you with similar products. If this happens, we will try and notify you of the same before the Date of Event.

6.5 Any leftover food supplied by us may be collected and taken away by you at the end of the Event if agreed with us in writing before the Date of Event.

7 Right to cancel this contract

7.1 If you are entering into this contract by telephone or online, or otherwise not at our Premises, and the Date of the Event is not less than 20 Business Days after the date of the Order, you have the right to cancel this contract within 10 Business Days of the date of the Order without giving any reason. If the Date of the Event is less than 20 Business Days after the date of the Order, your right to cancel without giving any reason will be limited to 5 Business Days before the Date of the Event.

7.2 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email).

7.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

7.4 If you are entering into this contract at our Premises, you will not have a right to cancel the contract after the Order has been made. You can still however cancel the Contract. Please see clause 8.2 for the consequences of this.

7.5 You also have the right to cancel this contract after the periods given in clause 7.1. Please see clause 8.2 for the consequences of this.

7.6 We also have the right to cancel the Contract if clause 3.4(d) to (e) apply or there is a breach of clauses 4 or 11 of these Terms.

8 Effects of cancellation

8.1 If you cancel the Contract in accordance with clauses 7.1, we will reimburse to you all Charges received from you, including the Deposit. We will make the repayment without undue delay and in any event within 10 Business Days of us acknowledging that you have cancelled the Contract.

8.2 If you cancel the Contract in accordance with clauses 7.4 or 7.5 or after Final Payment has been made, or if we cancel the Contract in accordance with clause 7.6, we will not repay any of the Charges paid by you unless we are able to book an alternative and comparable Event on at least the same terms as your Order.

8.3 Such a refund in accordance with clause 8.2 will only be paid when the Final Payment of the alternative and comparable Event has been made to us and has cleared in full.

8.4 Please note that in the event that clause 8.2 applies, no refunds will be made to you for the cost of any food and/or Additional Services, regardless of whether we are able to book an alternative and comparable Event.

8.5 When cancelling this contract, you will no longer be entitled to the Hire and we reserve the right to pursue an alternative booking of the Venue. We are under no duty to actively pursue an alternative order.

8.6 We will make any refund owed to you using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

9 Access and equipment

9.1 We note that you may want access to our Venue to deliver equipment, goods, decorations or make preparations

for the Event. Provided there is not an alternative Event or Hire in progress or otherwise booked, you may be entitled to supervised, non-exclusive and restricted access to the Venue to make such deliveries during our opening hours and within 24 hours of the Date of Event, subject to us agreeing in writing of the same. Please note that we may charge you a fee for such additional access, which will be charged as an Additional Service.

9.2 You will only be entitled to access the Venue in accordance with clause 9.1 if you contact us before hand. Please see our contact details on the front of these terms.

9.3 You are responsible for any equipment, goods, property or items left at our Premises by you and/or your guests. At no time do we accept responsibility for any loss or damage for the same, nor will any risk pass to us to care for or keep safe any equipment, goods, property or items left at our Premises.

9.4 Any equipment, goods, decorations or other items delivered by you for the Event should be collected and taken with you at the end of the Event. We do not accept responsibility for any equipment, goods, decorations or other items left at our Premises after the Event, nor shall we indemnify you or any of your guests for any loss, damage or theft to the same.

9.5 Please note that no equipment, goods or other decorations should be delivered to our Premises unless agreed with us before hand. We reserve the right to refuse delivery of any equipment, goods or decorations in breach of this clause or in the event that such items are dangerous, unlawful or prohibited elsewhere in these Terms.

10 Event

10.1 The Event will take place on the Date of the Event.

10.2 You will be entitled to access the Venue for the length of time that you have decided to Hire our Venue for, as set out in the Order.

10.3 Only food and/or drinks supplied by us may be consumed in the Venue unless agreed with us in writing before the Event, whereby additional charges will be incurred as an Additional Service.

10.4 You agree that the Venue will be clear from any equipment, goods or decorations as described in clause 9 or other property belonging to you and/or your guests, and that the Venue will be in a clear and useable condition upon you leaving the Venue.

10.5 Please note that your use of our Venue on the Date of the Event will not grant any express or implied rights or access to any other parts of the Premises.

10.6 Please note that no children or persons under the age of 18 can be permitted in the Venue or on our Premises from 9:00PM, unless agreed with us in writing before hand.

10.7 Unfortunately no pets or other animals save for guide dogs, can be allowed in the Venue or on our Premises at any times, unless agreed with us in writing before hand.

11 Payment

11.1 We accept various methods of payment as set out in our Order.

11.2 Please note that whilst we acknowledge that friends and/or family may pay all or part of the Charges on your behalf, you will be responsible for paying the Charges and complying with these Terms.

11.3 You agree to make payment for of the Charges as detailed in our Order. The Final Payment is due by the Final Payment Date. Time is of the essence for paying our Charges.

11.4 In the event that we accept your offer to provide Additional Services to you after placing the initial Order, such Additional Services will be detailed and paid for in accordance with a separate Order.

11.5 Please note that in the event that the Charges and/or Additional Services are not paid in accordance with the terms of the Order, we may cancel the contract without any repayment to you in accordance

with clause 8.2.

11.6 We will do all that we reasonably can to ensure that all of the information you give us when paying for the booking is secure. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

11.7 If you do not pay our Charges in accordance with the terms of the Order, we may charge interest to you on the outstanding amounts at the rate of 4% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from when the Charges are due and until actual date of payment. You must pay us any interest in accordance with this clause in addition to our Charges.

11.8 Nothing in this clause affects your legal rights to cancel the contract during the ‘cooling off’ period under Clause 7.

11.9 The price of the Charges:

(a) is in pounds sterling (£)(GBP); and

(b) includes VAT at the applicable rate;

11.10 At any time before the Final Payment Date, on giving notice to you, we may increase the Charges to reflect one or more of the following:

(a) any increase in the cost of any Additional Service which is beyond our control; or

(b) any change in the Date of Event.

11.11 Any increase in the Charges shall be limited to an amount equivalent to 10% of the Charges, subject to us providing you with written notice of the same. In the event that clause 11.10(a) applies, we will discuss alternative and substitute Additional Services that may be available to you before providing that Additional Service.

12 Your rights

12.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as ‘statutory rights’), for example;

12.1.1 we must use reasonable skill and care to ensure the Venue and/or any Additional Services are suitable; and

12.1.2 any Additional Services are of satisfactory quality, match their descriptions and/or are fit for purpose where appropriate.

12.2 We must provide you with services that comply with your legal rights.

12.3 The display or layout of the Venue and/or any Additional Services may be different from that shown on our website or as inspected by you.

12.4 If we can’t supply the Venue to you in accordance with clause 3.4(a) or 3.4(b), we may request that the Date of Event is changed. In this case:

12.4.1 we will let you know if we intend to do this but this may not always be possible; and

12.4.2 you can refuse to accept a change in the Date of Event, in which case we will offer you a refund of the Charges.

12.5 If we can’t supply any Additional Services to you, we may need to replace them. In this case:

12.5.1 we will let you know if we intend to do this but this may not always be possible; and

12.5.2 you can refuse to accept such substitutes, in which case we will offer you a reasonable proportionate refund or a replacement and let you know how long such an offer remains open for.

13 End of the contract

If this contract is ended it will not affect our right to receive any Final Payment or other monies which you owe to us under this contract.

14 Limit on our responsibility to you

14.1 Nothing in the Contract shall limit or exclude our liability for:

(a) death or personal injury caused by our negligence, or the negligence of our

employees, agents or contractors; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or any other liability which cannot be excluded or limited by applicable law.

14.2 Subject to clause 14.1, we will not be liable to you, whether in contract, tort, for breach of

statutory duty or otherwise, arising under or in connection with the Contract for any indirect or consequential loss suffered by you.

14.3 Subject to clause 14.1, our liability to you whether in contract, tort, for breach of statutory duty or otherwise, arising under or in connection with the Contract shall be limited to the total of the Charges.

14.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

14.5 Without limiting any other rights or remedies, we may terminate the Contract with immediate effect by giving notice to you if you fail to pay any of the Charges in accordance with the terms of the Order.

14.6 This clause 14 shall survive termination or cancellation of the Contract.

15 Events outside our control

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

15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

a. we will contact you as soon as reasonably possible to notify you; and

b. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects the Date of Event, we will arrange a new date with you after the Event Outside Our Control is over or refund the Charges to you in accordance with clause 8.1.

16 Disputes

16.1 We will try to resolve any disputes with you quickly and efficiently.

16.2 If you are unhappy with:

16.2.1 the Venue;

16.2.2 our Charges;

16.2.3 our service to you;

16.2.4 any Additional Service; or

16.2.5 any other matter;

please contact us as soon as possible.

16.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

16.3.1 let you know that we cannot settle the dispute with you; and

16.3.2 give you certain information about our alternative dispute resolution process.

16.4 In entering into these Terms you agree that in the event of a dispute, the Parties will firstly attempt to settle the dispute by means of mediation or another suitable form of alternative dispute resolution, before they are entitled to commence court proceedings.

16.5 If you want to take court proceedings, the relevant courts of the England and Wales will have exclusive jurisdiction in relation to this contract.

16.6 Relevant England and Wales law will apply to this contract.

17 Third party rights

No one other than a party to this Contract has any right to enforce any term of this Contract.