

## Vivid Experience Limited – Terms of Conditions

### 1. Booking Terms & Payments

- a. Bookings can only be confirmed on receipt of the deposit (of £10 per person)
- b. If, in the first instance, you would prefer to make a telephone enquiry, a provisional booking can be held for a maximum of 10 days
- c. Should the deposit not be received within 10 days, the booking will automatically be released.
- d. Deposit payment serves as confirmation that these Terms & Conditions have been read and that the party contracting with Vivid (hereinafter 'you') and all guests agree to abide by these terms and conditions.
- e. Deposits are non-refundable in any event and payments due can only be accepted from you.
- f. 1 final balance payment is required 8 weeks prior to the event. Bookings made less than 8 weeks prior will require full payment within the earlier of 10 days from booking or two weeks before the event.
- g. Non-payment of the final balance by the due date will render the contract void.
- h. A VAT invoice will be issued when payment has been received. A proforma invoice may be issued prior to receipt of payment.
- i. The total amount due on each invoice must be settled with a single payment. Multiple payments are not accepted.
- j. Debit/ credit card payments, bank transfer or cheque payments are free of charge.
- k. Vivid allows 16's and over into the venue. However, guests must be 18 or over to attend the 'all inclusive' evenings.

### 2. Booking Changes

- a. Booking changes are only acceptable when received from you.
- b. Places may be reallocated should a party size drop
- c. Vivid will endeavour to accommodate menu or detail changes but will not be held responsible for failure of any changes if they were communicated less than 2 weeks before the event date
- d. Vivid regrets that changes to bookings, menu choices or wine orders cannot be made on the day of the event

### 3. Refunds and Cancellations

- a. Whole booking cancellations can only be made by you and must be made in writing to Vivid at its registered office of Unit 8 Wycliffe Industrial Estate, Lutterworth, Leicestershire LE17 4HG or such other address that Vivid notifies to you in writing. Cancellations over the telephone cannot be accepted.
- b. Deposits are non-refundable and non-transferable and cannot be used for any other goods or services provided by Vivid (including but not limited to the balance payment or drinks orders)
- c. Refunds of the balance payment will be calculated as follows
  - i. Refund 100% less deposit, if cancelled more than 56 days prior to your event date

- ii. Refund 75% less deposit, if cancelled more than 28 days but less than 56 days prior to your event date
- iii. Refund 50% less deposit, if cancelled more than 14 days but less than 28 days prior to your event date
- iv. No refund, if cancelled 14 days or less prior to your event date
- d. Refunds will be paid by Vivid as soon as reasonably possible within 21 days after receiving refund details from you
- e. Refunded monies will be returned via the original method of payment.

#### **4. Tickets & Table Plans**

- a. You will be notified via email when tickets have been sent by Vivid 2 to 3 weeks prior to the event date
- b. Due to on-going changes in configurations, tables will not be allocated until the day of the event.
- c. Should individual place settings be required, you will be able to allocate these during the Pre-dinner Reception, provided that this is agreed in advance with a member of the Vivid staff.

#### **5. Menu Pre-orders**

- a. There is a set menu for this event, with a vegetarian alternative. Vivid will endeavour to accommodate any special dietary requirements if requested in advance, allergen information is held on all dishes and is available on request. Vivid must be notified of any dietary requirements no later than 2 weeks before the event to the contact email address published on Vivid's website and in its brochure for the applicable event.
- b. Menu choices must be received no later than 14 days prior to your party date.
- c. Vivid will endeavour to accommodate menu changes but will not be held responsible for failure of any changes if they were communicated less than 2 weeks before the event date
- d. If menu options are not made before the event the standard Christmas menu will be served.
- e. Vivid reserves the right to make changes to the advertised menu in the event of shortages in the supply of particular items but undertakes that a three-course meal will be served.
- f. Where a party booking is for more than 1 table, please note that, once the guests are seated, the waiting staff will check at which table the guest(s) with special dietary requirements are sitting in order to assist with service.

#### **6. Beverages**

- a. Any pre-ordered beverages, drinks vouchers or drinks packages must be paid for in advance
- b. Any drinks vouchers purchased are non-refundable after the event, cannot be exchanged for cash on the evening and are only valid for the year as stated on the

drinks vouchers.

c. No drinks are included in the ticket price except where stated

d. Pre-ordered drinks packages can only be purchased if one is purchased for each and every guest in the party. Vivid regrets it is unable to make concessions for guests who do not require the drinks package for any reason whatsoever.

e. At the event, any queries regarding a beverage order must be made with a member of staff at the time. We advise that you take your beverage invoice to the event as proof of purchase. Any issues not raised during the evening cannot be dealt with post event.

f. Guests may not, under any circumstances, bring their own drinks.

g. Vivid's license conditions do not permit beverages to be removed from the venue.

## **7. Miscellaneous**

a. Prices shown within the brochure include VAT at the rate of 20% and are subject to change should the VAT rate change.

b. Vivid reserves the right to refuse admission, and to remove from the function any person, whose condition in the opinion of the staff at the venue interferes, or is likely to interfere with, the enjoyment of the function by other participants. This includes non-compliance with the dress code stated in the brochure, on our website and on tickets.

c. Vivid does not accept any responsibility in respect of any person prevented from entering the function, or asked to leave due to their conduct

d. Vivid will take every care to honour commitments - but reserves the right to amend or alter all or part of the programme of the parties and regret that they will not accept liability for errors, changes, omissions or cancellations.

e. Vivid does not accept any liability & shall not be liable for non-completion of the event, or for any delays arising as a result of strikes, riots or lockouts affecting the owner of the event venue or any third party suppliers to Vivid and/or the event, adverse weather conditions, loss, damage or cancellation due to fire, flood, or any other cause beyond Vivid's reasonable control.

f. Although car parking areas are patrolled 24hrs a day Vivid does not accept responsibility for loss or damage to your vehicle whilst on its premises

g. Dates and timings advertised are subject to licensing approval and a sufficient level of ticket sales in the sole opinion of Vivid.

h. Pictures used in this brochure are from past events managed by Vivid - exact theme sets, costumes and entertainment vary from venue to venue and from year to year.

i. It must be appreciated that Vivid is required to book and pay for labour, entertainment and certain food items in advance.

j. Nothing in these terms limits or excludes Vivid's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by applicable law.

k. Subject to sub-paragraph (j) above, Vivid shall have no liability to you, whether in contract or tort or otherwise, for any loss of profit or of goodwill, or any loss or damage which is indirect or consequential or which does not arise as a direct result and natural result of a breach of its contract with you or which is not a reasonably foreseeable consequence of such a breach and Vivid's aggregate liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the provision of its contract with you shall be limited to the

amount of the price paid by you to Vivid under your contract with Vivid for the relevant event.

I. These terms and conditions are governed by English law and in the unlikely event of a dispute, the parties shall submit to the exclusive jurisdiction of the English courts.