



## National Memorial Arboretum Corporate Event Terms and Conditions

The venue is provided by The National Memorial Arboretum Enterprises Limited, registered in England and Wales with company number 4259701 and its principal office at Croxall Road, Alrewas, Staffordshire DE13 7AR ("the **NMA** ").

The NMA is part of The Royal British Legion. Therefore, references to "us" mean the NMA and The Royal British Legion, and references to "we" and "our" shall be construed accordingly. Reference to "you" means the entity completing a booking request, and references to "your" shall be construed accordingly.

All booking made are subject to these Terms & Conditions.

### 1. Confirmed Date

Booking dates will be held on option for up to 56 days, after which time they will be released for re-sale. If during this time other parties request the booking dates, we will ask for an earlier decision from you. The confirmed date is the date specified in the booking form. The date(s) specified in the booking form is/are the only date(s) for which this contract is valid. Should you wish to alter your booking date(s), another booking form must be completed.

**Please note that your booking date(s) is/are provisional until we confirm that we have received your signed booking form and have accepted your booking.**

### 2. Minimum Numbers

You must confirm at the time of your booking the number of attendees. If, after your booking is confirmed, there are fewer attendees, the booking fee will not be reduced. The admission and acceptance of any increase over the initially advised numbers will be at the NMA's sole discretion. Any additional attendees will be charged at the agreed rate unless a larger room is required to cater for the increase in attendees. In this event, you will incur additional room charges. Final numbers should be confirmed no later than ten working days prior to the event.

Where there is fewer than the contracted number of attendees at the event, the NMA reserves the right to alter any room allocations in order to use facilities in the most efficient manner.

### 3. Pricing

All pricing, unless otherwise stated, includes VAT at the prevailing rate of the total value where applicable. All pre-booked items and services are outlined in the booking form.

Please check the booking form and these Terms and Conditions carefully to ensure your requirements have been properly outlined and documented.

If the first event date in your booking is at least 12 months after the date of booking confirmation, the NMA reserves the right to increase the price of your catering package by at least a sum equal to 5% of the total catering price.

### 4. Payment

If the event is taking place within 30 days of the date of your booking, full payment is required upon confirmation of your booking.

If the event is taking place in more than 30 days of the date of your booking, the following payment terms apply:

25% deposit upon confirmation.

75% remainder 30 days prior to the event.



If you have sufficient credit facilities with the NMA, we can invoice the remaining 75% for payment within 30 days of the invoice date. Credit is available, subject to status, on application to the NMA Finance Department. Application forms can be obtained by emailing [info@thenma.org.uk](mailto:info@thenma.org.uk) or calling 01283 245100. Accounts 30 days past their due date will be charged interest at 3% above the Bank of England Base Rate. We reserve the right to check your credit status at any time whilst the credit account is open. By applying for credit you explicitly consent to us doing so.

Payment can be made by credit card (UK major credit cards accepted with the exception of American Express), cheques payable to National Memorial Arboretum (Enterprises) Limited or BACS transfer:

HSBC Bank Plc, Lichfield  
Sort Code: 40-28-18  
Account Number: 81624652

## 5. Cancellation

The NMA reserves the right to cancel a booking at short notice due to circumstances outside of our control (for example, flooding) or due to an emergency. We will tell you as soon as possible and, if there is time before your event we will:

- a) offer an appropriate alternative if an alternative is available
- b) refund any payments less non-refundable payments made to third party suppliers, by us, on your behalf.

You are advised to consider event insurance in respect of (b) above.

You may cancel or postpone your event in writing and within the time periods set out in the table below. You shall be liable to pay us a late cancellation charge, including any taxes, calculated as follows:

Period before event	Cancellation Fee Payable
12-6 months	20% Room Hire or equivalent allocation for day delegate rate package.
3-6 months	30% Room Hire or equivalent allocation for day delegate rate package.
1-3 months	50% Room Hire or equivalent allocation for day delegate rate package.
<1 month	70% Room Hire, 30% Food and Beverage or 50% contracted day delegate packages.
Fourteen days or less (including cancellation on the day or non arrival)	100% of the total contracted cost

The NMA will endeavour to resell the date(s) and if successful any payments received for such booking sold will be taken into account based on the applied percentage when calculating your cancellation fee.

## 6. Cancellation For Cause

We reserve the right to cancel your event and the agreement without liability under the following circumstances:

We become aware that there has been a change in your financial circumstances and, by continuing with your event, the NMA is exposed to financial risk;

- You fail to make the agreed payments;
- You, or the behaviour of any party associated with your event, commits an illegal, immoral or socially inappropriate act which will damage the reputation of the NMA; or
- Where we are legally obliged to do so to comply with the law.



## 7. Cancellation due to COVID-19 Restrictions

If, within eighteen months from booking, your event is materially affected by the restrictions imposed by the United Kingdom government for the purposes of controlling the COVID-19 pandemic (the “COVID-19 Restrictions”), you may cancel or postpone your event by writing to us.

For the purpose of this clause, “materially affected” by the COVID-19 Restrictions means the following:

- 1) it impossible to put on your event due to the COVID-19 pandemic;
- 2) delivery or performance of your event is significantly hindered due to the COVID-19 pandemic, including but not limited to material reduction in participants, significant delays or cancellations of logistics.

Where an event is cancelled by you under this clause, you shall:

- be entitled to a full refund of any deposit or payments paid by you to us without deduction less any expenses the NMA has incurred in preparation for the event/ non-refundable payments made to third party suppliers; and
- not be liable to pay us a cancellation charge.

Subject to availability, at your request your booking and any deposit and/or payment may be transferred to another date within 12 months of your original event date. We will use our reasonable endeavours to move your booking to an alternative date.

This clause is limited to cancellation or postponement due to the COVID-19 Restrictions. It does not apply to cancellation for any other reason under the agreement, for which a late cancellation charge is payable.

## 8. Impossibility

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party may terminate this agreement without liability upon providing written notice to the other party within ten (10) working days of any such occurrence.

Where an event is cancelled by you under this clause, you are entitled to a full refund of payment received less any expenses the NMA has incurred in preparation for the event.

## 9. Amendments and Additional Requirements

Whilst every effort is made to comply with your booking requirements, occasionally we may need to make changes to agreed bookings where necessary. Where possible, in the event of a significant change, we will contact you in advance in writing.

Subject to these Terms and Conditions, no variation of the booking or these Terms and Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

You are permitted to request additional requirements. However, only authorised representative(s) can submit a request for additional requirements. Therefore, you must submit a list of authorised representatives at the time of your booking.

Any request for additional requirements must be provided at least seven (7) working days before your event. Additional requirements requested after full payment has been received will be charged separately. The NMA will provide an invoice for additional requirements and payment is due within 30 days of the date of the invoice.

## 10. Timings

Day time events are considered to take place between 8am and 6pm. Evening events are considered to take place between 6pm and midnight, or 2am by prior agreement. Where set up or break down is required outside of these times, additional room hire charges will be incurred where the NMA is unable to sell the space to a third party. All additional set up and break down times must be agreed in advance; access will otherwise not be agreed unless the room is considered vacant and available by the NMA on the day.



#### **11. Non attendance/delay**

Please contact the switchboard on 01283 245 100 if you are running late. Please note that should you fail to arrive, you will be liable to pay the booking cost in full.

#### **12. Outside Food and Beverages**

You may not bring any outside food or beverages on to our premises for use during your functions/meetings unless agreed by us in writing at the time of booking.

#### **13. Deliveries**

Arrangements for delivery of packages should be made through your designated events manager. No packages will be accepted if we are required to pay shipping costs. All deliveries must be correctly labelled as per our guidelines available from the Conference & Events Team prior to shipping your packages. We shall not be responsible for any damage to or loss of your package(s).

Storage facilities must be booked in advance of the event. Where large volumes of deliveries are made without prior agreement or without confirmed storage solutions, the NMA reserves the right to decline the delivery. Where agreed items are stored at the NMA prior to or after an event, you are responsible for ensuring adequate insurance is in place.

#### **14. Compliance with Law**

You will use best endeavours to ensure that attendees using the facilities comply with all regulations concerning licensing, fire, and health & safety.

Hazardous or dangerous items may not be brought into the facilities without prior written permission from the NMA.

You are responsible for the conduct of your event attendees in respect to the use of the Internet and illegal websites.

You are responsible for ensuring all event attendees, administrators and contractors comply with British Law governing terrorism, corruption and money laundering.

#### **15. Indemnification**

You shall indemnify the NMA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the NMA arising out of or in connection with your use of any of the services or facilities provided by the NMA or which shall otherwise be attributable to your acts or omissions or as a result of your breach of these Terms and Conditions.

#### **16. Insurance**

You will obtain and keep in force the appropriate insurance reasonably commensurate with all activities arising from or connected to your event.

The NMA is not responsible for any damage to or loss of property within the facilities or its grounds.

#### **17. Limit of Liability**

Nothing in these Terms and Conditions shall limit or restrict the NMA's liability for death or personal injury caused as a result of the NMA's negligence nor does the NMA restrict its liability for fraudulent misrepresentation.

#### **18. Use of Facilities**

You must only use the site and hired spaces for the purpose of the agreed and contracted activities. As a nationally-significant site of Remembrance, you must respect the nature of the NMA grounds and the assets within them. We reserve the right to



expel anybody from site who acts in an inappropriate manner. This includes, but is not restricted to, inappropriate team building, activity which may result in damage to memorials, trees or gardens and any activity which may offend, injure or distress members of the public, staff or volunteers on our site.

Appropriate team building is permissible by prior agreement. Our standard terms and conditions of entry apply at all times.

#### **19. Damage to NMA property**

You shall take all reasonable precautions to ensure that no damage occurs to the property of the NMA. In the event of any damage occurring, the NMA must be advised as soon as possible on the day and reserves the right to render you liable for the replacement or repair of any and all property damaged.

In the event that any NMA property is damaged or employees are injured by you as a result of equipment that you provide or the unauthorised actions of your attendees, you will be liable for any claims arising therein.

You shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the premises by means of nails, screws, drawing pins or any other means unless agreed in writing by the NMA prior to the function.

We do not accept liability for any loss of or damage to any item of property, equipment or furniture whatsoever which is brought to the venue by you, any person authorised to do so on your behalf or by any member of your party. All such items of property must be removed from the venue at the end of the event.

#### **20. Conduct of Event**

You shall procure that each of the delegates at your event shall not act in an improper or disorderly way, shall leave the facility promptly and at the appropriate time and comply with all reasonable requests by the NMA's employees or its sub-contracts, agents or representatives.

#### **21. Data Protection**

The Royal British Legion and NMA are data controllers and shall comply with its obligations in relation to the personal data which it controls and which you supply pursuant to the General Data Protection Regulations ("GDPR") and the Data Protection Act 2018. Where the NMA is required during the proper performance of its obligations under these Terms and Conditions to supply personal data to you, you agree that you will only process such personal data in accordance with the GDPR and the Data Protection Act 2018.

#### **22. Outside Contractors**

No outside contractors or equipment may be brought on site without our prior permission. Each contractor must provide a signed and dated risk assessment together with method statements. Every contractor must provide evidence that they have adequate public liability insurance of no less than £10million.

Access to the site must be agreed prior to the date. All contractors must adhere to the standard terms and conditions of entry. It is your responsibility to ensure the appropriate conduct of the contractor whilst on site.

#### **23. Security**

If required, in order to maintain adequate security measures in light of the size and/or nature of your event, you will provide, at your expense, security personnel supplied by a reputable licensed security agency doing business in the jurisdiction in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons and shall comply with local laws applicable to such security personnel.

#### **24. Event Promotion**

You undertake to consult with the NMA before using its logo and other intellectual property. Logos may only be used as outlined by the brand guidelines available from the NMA Marketing Department. The NMA reserves the right to enforce the removal of



any promotional items using its logo or other intellectual property which have not been properly approved. You agree not to use the NMA's brand assets or name in a manner which may cause reputational damage to the NMA.

Your logos and your partners may be used on site to help navigate attendees to the correct event space. Logos must not be used for charity fundraising purposes with the exception of the hired space itself.

Bookings for events specifically targeting/selling to NMA visitors will not be accepted.

## **25. Press & Media**

Any correspondence with members of the press, television or online media must be cleared with the NMA in instances where information other than the NMA name is shared i.e. any contextual information on the site.

Press and media are permitted on site to cover your event but filming and/or photography outside of your event, in the wider NMA grounds, must be approved by the NMA.

## **26. Photography**

The NMA grants you with permission to undertake appropriate filming and photography of your event. Any photography or filming undertaken of the wider NMA grounds must not be used for commercial gain without the prior consent of the NMA. Photographs of the memorials and grounds remain the intellectual property of the NMA and/or the commissioning organisation and/or the artist/sculptor.

Photography or filming of children and young people in your hired space should only be carried out with the appropriate parental/guardian permissions in place, pursuant to proper Safeguarding measures, and in accordance with General Data Protection Regulation 2016/679 (GDPR).

It is your responsibility to ensure that any photography or filming complies with the GDPR and the Data Protection Act 2018.

## **27. Fundraising**

Fundraising for charities other than the NMA is only permitted within the space you have hired. Fundraising is not permitted within the wider NMA grounds or visitor-facing areas (Remembrance Centre, Coffee Shop or Outposts). This includes any non-agreed charity branding.

## **28. Accommodation**

Where accommodation is booked via a partner hotel or other accommodation provider, we accept no responsibility for any services or products provided by that partner hotel or accommodation provider. It is your responsibility to confirm final accommodation requirements and payment details and any concerns regarding the levels of service provided directly with the partner hotel or accommodation provider.

## **29. Miscellaneous**

Communication between the parties, signatures sent or received by email with a scanned document with signature attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing.

These Terms and Conditions and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims, or the terms and conditions) shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.