

# Terms & Conditions Function contract

These are the Terms and Conditions ("Terms") on which De Vere agrees to hire out its premises to hirers ("you" and "your") for functions and events. Please read these Terms carefully as, by placing a booking with us, you will be entering into a contract on the basis of the Terms. Please pay particular attention to the limitation of liability provisions in clause 8.

## 1. Introduction

- 1.1. De Vere ("we", "us" and "our") is not just one company, but is the trading name of a collection of companies which own and/or operate luxury hotels and conference venues. These Terms are used by each company which makes up De Vere group, though the particular company you are contracting with will be set out on the Function Sheet. For details of our companies please visit our website: [www.devere.co.uk/company-registration](http://www.devere.co.uk/company-registration)
- 1.2. The following definitions will apply throughout these Terms.
  - "Affiliates" means us, our affiliated companies (including our subsidiaries, our holding company, and any other subsidiaries of our holding company), our subcontractors and our business partners;
  - "Attendees" means any person attending the Event;
  - "Booking" means your booking of the Function Room and associated facilities as detailed on the Function Sheet
  - "Booking Personal Data" means any Personal Data processed in relation to the Booking;
  - "Data Protection Law" means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);
  - "Function Sheet" means the form used to make your Booking;
  - "Charges" means all charges payable by you in connection with the Contract;
  - "Contract" means the agreement incorporating these Terms and the Function Sheet;
  - "Event" means your event, function or conference;
  - "Function Room" means the room(s) or location(s) specified in the Contract (or an appropriately sized room or location at the Venue);
  - "Hire Period" means the period for which you have booked the Function Room;
  - "Personal Data" means any information relating to an identified or identifiable natural person;
  - "Services" means any services we agree to provide in connection with your Booking; and
  - "Venue" means the Hotel or property where the Function Room is located.
- 1.3. In consideration of the parties' respective obligations under this letter, the parties agree as follows:
  - 1.3.1. For the purposes of this clause 1.3, a "COVID Event" shall be limited to:
    - 1.3.1.1. If De Vere is forced to close due to an outbreak of the 2019 novel coronavirus disease ("COVID 19") at De Vere; or
    - 1.3.1.2. If there is a local lockdown that includes De Vere due to COVID 19; or
    - 1.3.1.3. If there is a national lockdown across the United Kingdom due to COVID 19.
  - 1.3.2. For the avoidance of doubt, the following events (without limitation) will not amount to a COVID Event:
    - 1.3.2.1. If there is a local lockdown that does not include De Vere;
    - 1.3.2.2. If government restrictions are introduced in the area surrounding De Vere but they do not require De Vere to close; or
    - 1.3.2.3. If the area surrounding De Vere is placed on the government's COVID 19 watch list.
- 1.4. Any words following the terms including, include, in particular, for example or any similar expression will be construed as illustrative and will not limit the sense or extent of the words, description, definition, phrase or term preceding those terms.

## 2. YOUR BOOKING

- 2.1. In order to book the Venue you must complete and return the Function Sheet and Contract to us. Your Booking will be confirmed (and become final) when we provide you with a countersigned copy of the Function Sheet incorporating this contract. Please note this is not the same as our acknowledging receipt of the Function Sheet (which is not confirmation of a Booking).
- 2.2. Once your Booking is confirmed, a binding contract will come into existence even if any or all the Charges have not yet been paid. The Contract is final and can only be cancelled or varied in accordance with these Terms.
- 2.3. All Bookings are accepted at our discretion and we reserve the right to refuse any Booking request.
- 2.4. If your Booking includes bedrooms, you must provide us with rooming lists (identifying the guests) as soon as possible and at least two weeks prior to the event. If you need to amend a rooming list you have already submitted then please contact us.
- 2.5. Shortly before the Event we may ask for additional information and details about you, the Event and the attendees. It is your responsibility to provide as much detail as possible so we can help make the Event a success. You must also carefully review any correspondence from us and ensure you respond promptly to any requests for information.

### 3. ACCESS TO AND USE OF VENUE

- 3.1. In exchange for you paying the Charges, we will provide you with the right to access and use the Function Room (and/or any other external or internal areas which we agree you can use) for the Hire Period, subject to and in accordance with the terms of the Contract.
- 3.2. You must ensure the Function Room and any other parts of the Venue used in connection with the Event are vacated by the end of the Hire Period.

Failure to vacate the Function Room (including by failing to remove all your property and equipment) and/or the Venue will result in the following:

  - 3.2.1. you will be liable for additional Charges to extend the Booking (these shall be calculated as a pro-rata increase to the original hire fee based on the duration of the extension to the Hire Period) and;
  - 3.2.2. if your failure to vacate the Function Room and/or the Venue interferes with any other events or activities (for example, a subsequent event to be held in the same room), you will be liable for any costs, expenses or compensation (whether payable by us or any third party) which arise as a result of or in connection with your breach of clause 3.2.
- 3.3. The activities below are only permitted if we have agreed to them in the Function Sheet:
  - 3.3.1. consumption of drinks (including alcohol) or food not supplied by us at the Venue; any consumption of alcohol is dependent upon your ensuring responsible drinking by Attendees
  - 3.3.2. assembly or erection of temporary structures, items or equipment, or affixing anything to the Venue;
  - 3.3.3. use of equipment (electrical, presentational or otherwise) at the Venue. Electrical equipment not supplied by us must be PAT tested and certificated as meeting applicable regulations (such as health and safety rules); or
  - 3.3.4. having an independent third party ("Third Party") provide services in relation to the Event (such as catering or entertainment). We accept no responsibility for the acts or omissions of any Third Party and you are responsible for ensuring that it (and its' personnel) comply with these Terms and any policies or instructions that we provide. In the event that the Third Party fails to do so, we may refuse its' personnel access to Venue or have them removed.
- 3.4. Where we decide to provide permission under clause 3.3, you may be required to pay extra Charges (such as corkage or service charges) and agree to additional terms and conditions. The activities set out in clauses 3.3.1 to 3.3.4 (inclusive) are carried out at your own risk and you are responsible for meeting any costs, expenses, or liabilities which we incur as a result of such activities.
- 3.5. You must not do any of the following
  - 3.5.1. use the Venue or the Function room for any purpose which is unlawful or which could be reasonably considered as offensive or contrary to public taste;
  - 3.5.2. bring animals (except guide-dogs, hearing dogs or assistance dogs) into the Venue without prior agreement
  - 3.5.3. allow the noise level of the Event to inconvenience or disturb occupiers of nearby spaces or properties;
  - 3.5.4. set up or install any equipment without first providing us with up to date safety documentation (including risk assessments, method statements, relevant insurance policies and any other relevant certifications and agreed safe systems of work) specific to the Event; or
  - 3.5.5. allow Event contractors to commence works until they have signed in, agreed to any applicable safety rules and policies and familiarised themselves with hazards specific to the Venue.
- 3.6. You are responsible for, and must meet any costs or expenses which arise in connection with, any of the following in relation to the Event:
  - 3.6.1. unpaid charges;
  - 3.6.2. damage to the Venue or our property caused by Third Parties or Attendees;
  - 3.6.3. any breaches of applicable law or third party rights (including intellectual property rights);
  - 3.6.4. the use of catering contractors not approved by us (and who will need to be independently vetted at an additional cost to you); and
  - 3.6.5. the removal and disposal of any waste materials, equipment and any other items left behind after the Event.

### 4. DEPOSIT AND PAYMENTS

- 4.1. Unless otherwise agreed, all Charges are payable in advance of the Event in the form of a deposit. You can either pay the entire deposit when placing a Booking, or by instalment in the following amounts:

Date	Total deposit due
If more than 26 weeks before Event	50%
26 weeks before Event	75%
12 weeks before Event	90%
8 weeks before Event	100%

- 4.2. To apply for credit facilities you must use our credit facilities form. Approval is subject to a credit check which can take up to 14 days. If credit is refused, not available for any reason (including because the invoice is under GBP500 plus VAT) or the credit check has not been completed then, unless otherwise agreed, all Charges (including the entire balance of the room hire fee) must be paid at the time of Booking.
- 4.3. If you would like any portion of the Charges to be settled on your behalf by individual Attendees, you must obtain our agreement to this in the Function Sheet. Where we agree to recover Charges from Attendees, you will still be liable for any unpaid amounts.

- 4.4. Attendees who check-into one of our hotels as guests (including as group check-ins) will be required to provide their full personal details in order to attend and may also be required to provide a credit card pre-authorisation to cover any personal expenses which are not within the Charges.
- 4.5. Invoices are payable within 14 days of the date shown on them.
- 4.6. Unless otherwise stated, all room hire fees shown include applicable VAT (at the then prevailing rate). If there is an increase or decrease in the prevailing rate of VAT, future invoices shall be amended to reflect that change. For example, if you pay via two instalments (which are invoiced separately) and the rate of VAT increases after the first instalment, the second invoice shall be increased to reflect the increase in the rate of VAT.

## 5. OUR OBLIGATIONS

- 5.1. We shall allow you access to the Function Room (and other relevant facilities at the Venue) for the duration of the Hire Period and provide any agreed Services, subject to and in accordance with the terms of the Contract.
- 5.2. The only Services we agree to provide are those set out in the Function Sheet. If we are unable to provide any of the Services, we will use reasonable endeavours to find a suitable alternative. If the alternative is likely to have a material adverse effect on the nature or quality of the Services, we will notify you beforehand and seek your agreement. If you agree (or if you do not object within 5 business days of receiving our notice, in which case you are deemed to agree) we will provide the alternative Services instead. If no alternative can be agreed then your Booking will be cancelled and our only liability will be to refund any Charges already paid.
- 5.3. Reference all catering requirements we can offer accurate information on ingredients, however due to the open plan nature of our kitchens, we are unable to guarantee that dishes are “free from” allergens.

## 6. AMENDING OR CANCELLING YOUR BOOKING

- 6.1. If you wish to increase the number of Attendees you must notify us in writing at least 5 days before the Event. Depending on the size of the proposed increase, we may need to change the Function Room and/or the Venue, which may result in the Charges being increased. We will use reasonable efforts to accommodate your request, provided you agree to meet any additional Charges
- 6.2. If you wish to cancel your Booking entirely you must notify us in writing. You will be liable for a cancellation charge (“Cancellation Charge”). The amount of the charge depends on how far in advance of the Event you request cancellation. If we are able to mitigate our loss by hiring the Function Room to a third party, we will reduce the Cancellation Charge by that amount (up to its entire amount). The Cancellation Charges payable are as follows:

Date of request (weeks before Event)	Percentage payable
Over 52 weeks before Event	0%
52 to 26 weeks before Event	25%
25 to 12 weeks before Event	75%
12 to 8 weeks before Event	90%
Less than 8 weeks before the Event	100%

- 6.3. If you wish to decrease the number of Attendees and/or move the Event to a different Function Room, you must notify us in writing as soon as possible. We will use reasonable endeavours to accommodate your request and, if the Event is allocated to a less expensive Function Room, the Charges will be reduced accordingly. However, you will also be liable to pay a partial cancellation charge (“Partial Cancellation Charge”) which is calculated as a percentage of the following:
  - (1) (if changing Function Room) the cost of the original Function Room minus the cost of the replacement Function Room plus
  - (2) (if decreasing the number of Attendees) any per Attendee charges for the persons no longer attending the Event.
 The percent of the Partial Cancellation Charge payable depends on when you notify us of the change of room/decrease in Attendees. The amount payable is calculated in accordance with the table in clause 6.2 (date of request versus percentage payable). The earlier we are notified, the lower the charge. If you change Function Room and we are able to mitigate our loss by hiring the original Function Room to a third party, we will reduce the Partial Cancellation Charge by that amount (up to its entire amount).
- 6.4. You agree that the Partial Cancellation Charges and the Cancellation Charges are a genuine and reasonable estimate of the loss we would suffer due to of the Booking being amended or cancelled, taking into account the amount of notice we receive and the likelihood of our being able to find a replacement hirer.
- 6.5. Please consider the below additional clause part of your event terms and conditions for your event.
 

We will not apply a cancellation Charge for any Booking if the reason for cancellation of your Event is a public health emergency as declared by Public Health England, the Chief Medical Officer for England or any law or any action taken by the UK Government or UK Public Authority, in each case that directly affects the operation of the Event.

## 7. OUR RIGHT TO CANCEL OR AMEND A BOOKING

In some situations, as set out below, it may be necessary to cancel your Booking. Provided you are not at fault for the cancellation (as set out in clause 7.1), we will refund the Charges already paid to us. However, you will not be entitled to further compensation and we recommend you insure your Event against cancellation (please see clause 9).

- 7.1. We may cancel a Booking and terminate the Contract for any of the following reasons (in which case we will refund any portion of the Charges already paid, though we will have no further liability and you shall not be entitled to compensation):
  - 7.1.1. the Venue is no longer available or fit for use due to an event outside our control;
  - 7.1.2. we suspect that the Event, or any of the Attendees, may cause damage to our property, personnel, business or reputation; or
  - 7.1.3. the number of Attendees is reduced by 30% or more
- 7.2. We may cancel a Booking and terminate the Contract immediately without liability or having to pay any compensation if:
  - 7.2.1. any of our invoices have not been paid when due;
  - 7.2.2. you breach the terms of your Contract with us; or
  - 7.2.3. you become unable to pay your debts when due and/or are subject to any form of bankruptcy or insolvency procedure.
- 7.3. If the Venue or Function Room are unavailable for any reason (for example, due to emergency maintenance works) then (without prejudice to our rights under clause 7.1.1 above), we may reallocate your Event to an alternative Function Room or Venue of an equivalent or higher standard.

## 8. OUR LIABILITY

This clause sets out the extent of our potential liability to you under the Contract, therefore please read it carefully.

- 8.1. Nothing in the remainder of this clause 8 excludes or limits our liability where it would be unlawful to do so (including liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation).
- 8.2. Subject to clause 8.1:
  - 8.2.1. We will not be liable for a breach of Contract arising due to an event outside of our control, this includes situations where we cannot provide access to the Function Room, or we have to cancel a Booking or Event due to events such as fires, floods or utility failures or a public health emergency as declared by Public Health England, the Chief Medical Officer for England or any law or any action taken by the UK Government or UK Public Authority.
  - 8.2.2. We shall not be liable for any indirect or consequential loss arising out of or in connection with the Contract and the Event; and
  - 8.2.3. Our total aggregate liability under or in connection with the Contract and the Event in respect of all other losses will not exceed the amount of the Charges paid to us.

## 9. INSURANCE

- 9.1. You must ensure that you have public liability insurance to cover the Event. This insurance must be with a reputable insurer and provide at least GBP5,000,000 worth of cover
- 9.2. We strongly recommend that you consider obtaining insurance for your Event which covers risks such as cancellation due to circumstances outside our control.

## 10. INTELLECTUAL PROPERTY

- 10.1. All intellectual property rights relating to the Venue (including our logo) are reserved to us and our licensors, and nothing in these Terms shall grant or assign any right, title or interest in such rights.
- 10.2. If you wish to use our logo or any other of our intellectual property rights (for example, by featuring them on invitations to the Event) you must obtain our written permission first.
- 10.3. We possess PRS and PPL licences for the playing of recorded music at the Venue. However, it is your responsibility to check whether any other licences are required and, if so, to obtain such licences.

## 11. DATA PROTECTION

- 11.1. In order to process your Booking and provide you with use of the Venue and Services, we may collect and process Personal Data as set out in Schedule 1.
- 11.2. Each party shall ensure that it only processes Booking Personal Data in accordance with and as permitted under applicable Data Protection Law.
- 11.3. Booking Personal Data may be stored by us or our Affiliates, and this may result in it being transferred outside of the European Economic Area.
- 11.4. Further information on how we use and protect Personal Data can be found in our privacy policy at [www.devere.co.uk/privacy-policy](http://www.devere.co.uk/privacy-policy)

## 12. BOOKING AGENTS

- 12.1. If a Booking is made or organised by an agent (whether on behalf of a third party hirer) then the agent will be required to comply with the De Vere Agency Terms [www.devere.co.uk/agency](http://www.devere.co.uk/agency)
- 12.2. By making a Booking on behalf of a hirer, the agent warrants and represents that it has authority to do so on the hirer's behalf and that the hirer has agreed to enter into the Contract with us on these Terms (and accepted such Terms in their entirety).

- 12.3. The hirer acknowledges and agrees that, even though the agent may make the Booking and arrange for payment of the Charges, the Contract will be between us and the hirer. The hirer shall remain fully liable for the performance of its obligations under the Contract (including those set out in clauses 2, 3 and 4 of these Terms).

### 13. GENERAL

- 13.1. We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these Terms to another person with our written consent.
- 13.2. A delay or failure to enforce any provision in the Contract shall not constitute a waiver of that right or remedy, or of any preceding, subsequent or continuing breach of the Contract.
- 13.3. If any part of the Contract is held to be invalid or unenforceable, the validity of the other provisions (and the remainder of the provision in question) shall be unaffected.
- 13.4. The Contract is between you and us and is not intended to confer a benefit on any third party. The Contracts (Rights of Third Parties) Act 1999 is excluded.
- 13.5. The Contract is governed by English law and any disputes arising out of or in relation to it (including non-contractual disputes) must be brought in the English courts.