

Terms and conditions – Cont'd/1

CONFERENCE & EVENT BOOKING
STANDARD TERMS AND CONDITIONS

1. Definitions

In this document:

'Booking Contract' means the attached Booking Contract which sets out your requirements and the price payable.

'Booking Value' means the total price payable as shown on the Booking Contract.

'Booked Numbers' means the estimated numbers likely attend the event as shown on the Booking Contract and on which the 'Booking Value' is based.

'Minimum Booking Numbers' means the minimum numbers which will be charged for.

'Minimum Booking Value' means the booking value based on 'Minimum Booking Numbers'.

'Final Numbers' means the final numbers as at 30 days prior to the event unless increased by you and agreed by us. This is the numbers which will be charged for.

'Revised Booking Value' means the total price payable based on the final numbers as at 30 days prior to the event.

'The Company' means Richmond and Hampshire Ltd (T/A The Elvetham Hotel)

"The hotel" means The Elvetham Hotel

'The Client' is the Corporate entity (contracting Client) on who's behalf the signatory has signed and which will be fully responsible under all Terms and Conditions of this Booking Contract.

"Event" means the event as set out in the Booking Contract.

'Force Majeure' means any circumstance not within the hotel's reasonable control.

"We" and "Us" means The Winchester Hotel.

2. Confirmation of Your Booking

- 2.1 The hotel shall be unable to confirm your booking until it has in its possession the signed Booking Contract and any required booking deposit and/or prepayment(s). The hotel is unable to guarantee that it will be able to confirm the booking upon receipt of the signed Booking Contract and deposit and/or prepayment(s) and it will only be once you have received written notification from the hotel that your booking is confirmed that the Booking Contract will become effective.

Confirmation of your booking shall always be subject to clauses 2.2 and 2.3. Until such time that your booking becomes a confirmed booking the hotel reserves the right to release the booking without prior notification to you and in which event the hotel shall have no liability whatsoever for any related expense or other commitment you may have entered into prior to your booking becoming confirmed.

- 2.2 Any deposit/prepayment(s) paid will be held by the hotel until the date of your event subject to the provisions of clause 3. All deposits and/or pre-payments are non transferable and non refundable for any reason other than as covered in clause 2.3. By paying any deposit/prepayment(s) you indicate your acceptance of and agreement to all the hotel's booking terms and conditions. All deposits and / or prepayments made to us in connection with Your booking will be deemed to have been paid by The Client *irrespective* of from whom we actually receive these funds.
- 2.3 It is agreed that in the event that the hotel is unable to confirm the Booking Contract, you will have no claim against the hotel or The Company save for the return of any deposit and/or pre-payments paid pursuant to clause 3.
- 2.4 When making your booking by electronic means (including but not restricted to 'third party' websites) the bookers will be required to accept the booking Terms and Conditions as part of the booking process. This acceptance is considered to be the bookers electronic 'signature'.

3. Cancellation and amendment by the client

- 3.1 In the unfortunate circumstance that you have to cancel your confirmed booking you must tell Us in writing. The event can only be considered cancelled by You when You are in receipt of a written acknowledgement to this from the hotel. Upon receipt by the hotel of any such cancellation from the client it is not the responsibility of the hotel to contact any other interested parties in this booking except any suppliers the hotel has directly engaged in connection with the cancelled booking.

Terms and conditions – Cont'd/2**The following cancellation charges will be levied :**

where the Cancellation Notice is provided in 180 days or more in advance of the Event, 10% of the Price;
 where the Cancellation Notice is provided between 120 and 179 days in advance of the Event, 25% of the Price;
 where the Cancellation Notice is provided between 60 and 119 days in advance of the Event, 50% of the Price;
 where the Cancellation Notice is provided between 22 and 59 days in advance of the Event, 75% of the Price; and
 where the Cancellation Notice is provided 21 days or less in advance of the Event, 100% of the Price,

Where any deposits and / or pre-payments paid already exceed these amounts 100% of the deposits will be retained by the hotel as detailed in clause 2.2.

3.2 Reduction/Increase in Booking Numbers

The minimum booking numbers for your event (on which basis the hotel has accepted your booking) will be as stated on your Booking Contract and this will be the minimum numbers charged for. An increase in the booked numbers as stated on the Booking Contract may be requested by you at any time and in which event the hotel will use its best endeavors (but not guarantee) to accommodate the request.

4. Cancellation By The Hotel

The hotel may cancel any booking if it considers that the event or any person(s) associated with it might damage the reputation or goodwill of the hotel or in any other way cause damage to the business of the hotel or to the property itself

In the event of cancellation by the hotel for the above reason the hotel shall not be liable to refund any deposits and/or prepayments already paid to Us by the Client. The hotel shall not have any further liability in this situation including for any costs incurred by the Client.

5. Payment Terms

- 5.1 The payment terms are as set out on the Booking Contract.
- 5.2 Full payment of any outstanding balance due under the Terms and Conditions of this Booking Contract must be received by the hotel (as cleared funds) a minimum of five full working days prior to the start of the event.
- 5.3 If you have an existing credit arrangement with the hotel the balance settlement is required 30 days from the date of invoice (which will be sent to you following your event).
- 5.4 We reserve the right to charge 2% interest per month (pro rata) on overdue accounts once your credit terms have been exceeded.
- 5.5 All applications for credit should be made via a hotel credit application form which is available on request from the hotel. Completion of the form does not imply that credit facilities will necessarily be granted. The application process takes approximately 14 days and agreed credit must be in place prior to the start of the event.
- 5.6 If you have a query on the final bill the undisputed element of the bill must be settled in accordance with the hotel's normal payment terms. The finally agreed outstanding amount must then be paid immediately upon the query being resolved.
- 5.7 Deposits and pre-payments should be made by direct bank transfer and appear as cleared funds on the hotel's account in accordance with the above payment schedule. The hotel reserves the right without liability to cancel the event should these payment terms not be adhered to. In such an event, all monies paid to the hotel as of that date will be forfeit and retained by the Hotel.
- 5.8 When making your booking by electronic means (including but not restricted to 'third party' websites) the booker will be required to make full payment in advance via the booking portal / media / website used.

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6. Insurance

Clients are advised to source their own insurance to cover any event or situation which might interfere, disrupt or result in the cancellation or curtailment of their event.

7. Exclusion/Limitation of Liability

The hotel shall not have any responsibility or liability for any of the following:

- 7.1. Illness or other condition resulting from the consumption of any food or drink supplied or provided by the client, irrespective of whether consent has been given by the hotel for such food and/or drink to be brought into the hotel and consumed on the hotel premises.
- 7.2 The care and security of any personal items belonging to any member, event guest or anyone associated with the event.
- 7.3 The set up, storage, safety, condition or general well - being of any items supplied directly by the client or on behalf of the client. The client assumes full responsibility for the care of these items at all times including delivery, storage and collection. Any items delivered to or accepted into the hotel by any person including any employee of the hotel is done so entirely at the client's own risk.
- 7.4 Any dispute arising between the client and any third party supplier used by the client in connection with the event.
- 7.5 Any incident, act or omission caused by the negligence of the hotel or any supplier/provider used by the hotel in connection with the event (eg disco) shall be limited to a financial liability not exceeding the actual retail cost element charged/chargeable to the client in respect of the item(s) not provided/supplied in accordance with the Booking Contract.

8. Third Party Liability

Any third party supplier used by the client in connection with the event will be required to evidence a minimum £5m third party insurance cover plus compliance evidence for all statutory requirements including but not limited to such matters as Portable Appliance Test Certificates (where applicable) and public liability insurance. The hotel reserves the right to approve any third party arranged entertainment or activities that have been arranged by the client. It will be the responsibility of any third party supplier/provider to provide all required risk assessments and insurance for all activities to be conducted on the hotel premises.

9. Miscellaneous

- 9.1 Unless otherwise agreed in writing by the hotel, all equipment and belongings owned by the client, any event guest, supplier or provider, must be removed from the function suite and/or public areas of the hotel within one hour of the termination of the event.
- 9.2 If any member of the event party or any external supplier or contractor appointed by the client behaves in an inappropriate manner, the hotel reserves the right to request any such person(s) to leave the hotel premises.
- 9.3 The client shall be responsible for agreeing and approving all items requested by the client relating to any 'theming' of the event, including but not limited to materials, colours, quality, and general suitability for the chosen theme. The hotel reserve the right to request any third party suppliers certificates of insurance.
- 9.4 The hotel reserves the right to change or vary any physical aspect or décor of the hotel or any part thereof (including the function suite being used for your event) prior to your event without prior notification to you.
- 9.5 Each clause listed in these Terms and Conditions shall be read and construed independently of one another so that if one or more are found to be void or unenforceable for any reason, the remaining clauses shall not be affected; and if any clause is found to be void but would be valid and enforceable if some part of it were deleted, that clause shall be deemed valid and enforceable with such deletion as may be necessary to make it so.
- 9.6 The hotel is required to comply with various licensing and statutory regulations and the client undertakes to act in accordance with the hotel's reasonable requests in complying with such regulations, rules and requirements.
- 9.7 Unless otherwise stated all money amounts are inclusive of VAT at the prevailing rate. Any change in the prevailing rate of VAT will be passed on to the client.
- 9.8 All residents guests and visitors to the hotel are required to dress in an appropriate manor especially when dining in the hotel restaurant.
- 9.9 The client shall be responsible for the payment of all fees and royalties which may be due in respect of the event to the Performing Rights Society, Phonographic Performances Ltd, The Copyright Licensing Agency Ltd, The Educational Recording Agency Ltd or any other person firm or organization.
- 9.10 For safety reasons the use of candles, tea lights and any other items using naked flames are unable to be used in the hotel at any time. This is in accordance with the hotels Fire Safety policy and advice received from our Fire Authority.

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- 9.11 If you require information regarding the presence of allergens in any of our food or drink, please ask a member of the team. Whilst a dish may not contain a specific allergen, due to the wide range of ingredients used in our kitchen, foods may be at risk of cross contamination by other ingredients.
- 9.12 If you require a fireworks display please note that this must be finished by 22:30 hours. Any external events with music must be complete by 22:00 hours due to council restrictions.

10. Indemnity

The client shall indemnify the hotel from and against any and all liability and claims, costs, demands, proceedings and damages resulting or arising directly or indirectly from the event. This shall include any act or omission by the client or any third party contractor or supplier appointed by the client.

11. Damage

The client shall be liable to the hotel for any physical damage caused to the hotel by the event or any activity related to the event.

12. Third Parties

The Booking Contract is made for the benefit of the parties to it and is not intended to benefit or be enforceable by any other party.

13. Force Majeure

Whilst the hotel will use all reasonable endeavours to mitigate the effect of any Force Majeure situation, should such a situation occur at the hotel or elsewhere before or during the event at the hotel, the hotel shall not be responsible or liable in any way (including financial) for any interference with or disturbance to, including cancellation or curtailment of the event, resulting directly or indirectly from the Force Majeure situation.

A Force Majeure situation is any circumstance not within the hotel's reasonable control including but not limited to:

- a) Acts of God, flood, drought, earthquake or other natural disaster
- b) Epidemic or pandemic
- c) Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo
- d) Nuclear, chemical or biological contamination or sonic boom
- e) Any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition or failing to grant a necessary license or consent
- f) Collapse of or damage to building(s) or part thereof, arising from fire, explosion, water or accident
- g) Any labour or trade dispute, strikes, industrial action or lockouts
- h) Any non performance by suppliers or sub contractors
- i) Any interruption or failure of any utility service

14. Entire Agreement

This Contract constitutes the entire agreement and understanding of the parties to it and supersedes any previous agreement between the parties relating to the subject matter of this agreement

15. Governing Law

This agreement shall be governed by and construed in accordance with the law of England and Wales. Each party to the agreement irrevocably agrees to submit to the sole jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement or the legal relationships established by this agreement.

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I HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

(There can be only ONE signatory to these Terms and Conditions)

Your Name _____

Your Signature_____

Acting as Authorised Signatory on behalf of (contracting Client) _____

Date of Signature_____

Date of Event_____

The Elvetham Hotel

Name_____

Position at The Elvetham Hotel_____

Signed_____

Date_____