

## MEETINGS AND EVENTS CONTRACT TERMS AND CONDITIONS

ALL BOOKINGS AT FOXHILLS ARE ACCEPTED BY WINDSOR HOLDINGS LTD (HEREINAFTER CALLED “THE COMPANY”) UPON THE FOLLOWING TERMS AND CONDITIONS. THESE FORM THE CONTRACT BETWEEN THE COMPANY AND THE CLIENT  
Covering: Conferences, Events, Weddings, Group Golf days and Group Accommodation, (hereinafter called ‘The Event’)

### 1. GENERAL

1a. The Company reserve the right to cancel any booking forthwith and without liability on its part in the event of damage or destruction by fire or any other cause beyond the control of The Company which shall prevent it from performing it’s obligation in connection with any booking. In these circumstances every effort will be made to accommodate The Event elsewhere. Should this not be possible, any payments made to The Company in advance of The Event will be refunded in full, unless an overdue account exists. The Company will agree all arrangements for The Event with a representative of The Client.

1b. The Company reserves the right to review and amend prices to reflect cost increases that are beyond its control. If a price change is applied to a confirmed booking, the Client shall not be entitled to terminate the contract, provided such increases are in line with inflation including but not limited to VAT increases or changes as set out by the HMRC.

1c. The Company reserve the right to cancel The Event or to decline any booking if, i) an overdue account exists, or ii) The Client enters Administration or Receivership.

1d. All Events include public liability insurance cover with a limit of £5 million. The Client shall be liable for any third party claims involving personal injury or property damage when The Client has been negligent.

### 2. DEPOSITS AND CONTRACTS

2a. The Event Contract is the appendix to this document; setting out the details of The Event specifying dates, minimum attendee numbers, anticipated attendee numbers, venue, facilities requested and associated costs.

2b. A minimum of 10% deposit of the overall contracted cost of The Event will be required unless The Client is an Account Holder. Further payments will be required prior to The Event as set out in the contract. Should agreed payments or remittance not be received as set out in the contract, The Company reserves the right to refuse entry to the contracted function rooms or spaces until received.

### 3. DEPOSIT AND PAYMENT METHODS

3a. Deposits can be made by i) BACS Payment, ii) Credit or Debit Card (subject to a 3.5% processing fee for business debit/credit cards). No other form of deposit payment is acceptable. The final amount must be processed via BACs.

3b. All deposits held will be deducted from the final invoice OR used against any cancellation charge that may be levied.

3c. All bookings without credit facilities must be pre-paid in line with payment terms on the contract.

3d. Bookings within a 48 hour arrival period, require immediate payment.

3e. Any extras ordered on the day, are to be settled on departure or at the time of purchase. If these have not been settled within a 48 hour departure window, an admin fee of an additional 12.5% will be applied.

### 4. CANCELLATION POLICY

Cancellation charges will be calculated as a percentage, based on the date of cancellation and the minimum attendee numbers listed below.

The Company will make reasonable efforts to re-sell the cancelled Event and/or accommodation therefore The Company will confirm definitive cancellation charges after the intended date of the Event. The Company shall reduce The Clients cancellation charges by the profit of any like-for-like business The Company is able to secure on The Clients behalf.

All notices of cancellation must be received in writing from The Client and will take effect from the date of receipt by The Company. All charges will be based on confirmed attendee numbers and rates detailed in the Event Contract.

Cancellation charges will be a set out based on 90% of contracted accommodation, room hire and golf green fees (“ARHGF”) and 65% of contracted food and beverage (“F&B”).

Applicable Cancellation Period Total Event	Number of Total Guests			
	50 or fewer guests	51 to 150 guests	151 to 250 guests	251 or more guests
365-274 days prior to Arrival	N/A	N/A	N/A	90% ARHGF 65% F&B
273 - 182 days prior to Arrival	N/A	75% ARHGF 50% F&B	90% ARHGF 65% F&B	90% ARHGF 65% F&B
181-91 days prior to Arrival	75% ARHGF 50% F&B	90% ARHGF 65% F&B	90% ARHGF 65% F&B	90% ARHGF 65% F&B
90 - 29 days prior to Arrival	90% ARHGF 65% F&B	90% ARHGF 65% F&B	90% ARHGF 65% F&B	90% ARHGF 65% F&B
28 days or less prior to Arrival	100% ARHGF 100% F&B	100% ARHGF 100% F&B	100% ARHGF 100% F&B	100% ARHGF 100% F&B

Following confirmation of an Event, should the total attendee numbers increase, so that a new applicable cancellation period becomes valid, then the new cancellation period will automatically supersede the previous. Should attendee numbers decrease at any time following confirmation the original applicable cancellation period will remain valid.

### 5. FOOD & BEVERAGE

5a. An Event must have catering attached, which must cater for 100% of the expected attendees.

5b. Any special dietary requests including details of any food allergens must be supplied by The Client to The Company when confirming final attendee numbers.

5c. All food and beverage consumed at The Event must be provided by The Company unless otherwise agreed.

5d. External catering suppliers are to be agreed with The Company. A site visit must be conducted with the external supplier prior to confirmation. All relevant certifications and insurances must be submitted to The Company prior to the arranged site visit. Corkage will be charged by The Company at the same rate as the selling price for the same product. If you fail to advise us about bringing the product onsite from another supplier, The Company reserves the right to charge The Client on the day or return the items on your departure, unopened.

5e. A discretionary service charge of 12.5% will be applied to all contracted food and beverage (excluding any cash bar provided and paid at the time of the Event).

5f. No food or beverage menu tastings are permitted at Foxhills by external suppliers/caterers (e.g. for dry hire events) unless otherwise agreed.

### 6. ADDITIONAL CHARGES

6a. The Client will be liable for all unpaid and uncollected charges incurred by all attendees.

6b. On or before the arrival date, The Client will confirm to the Company in writing the names of those attendees who The Client considers to be authorised to sanction additional spend at the Event over and above the contracted amounts.

### 7. NON ACCOUNT HOLDERS - PAYMENT ON DEPARTURE

Payment of the final balance is due on completion of The Event. Only major credit and debit cards are accepted as methods of payment.

## 8. ACCOUNT HOLDERS

8a. Clients who have credit facilities must settle final invoices within 30-days of the date of invoice, failure to make payment on time will result in interest being charged at the rate of 8% above the base lending rate of the Bank of England on the amount outstanding on the invoice in question due for payment.

8b. A Client may apply for “Account Holder” facilities. The Company requires at least 30-days notice prior to the booking date to arrange credit facilities. The Company reserves the right to accept or decline a request for such account facilities and The Company’s decision in this matter is final.

## 9. LATE CHARGES

9a. The Company reserves the right to make additional charges after The Event should any omissions be discovered.

9b. Any late payments, past 14-days from your departure date will incur a 3% administrative fee and a 5% late payment fee added to the booking. Should we receive a remittance to support pending payments, we will waive until 7-days after the time this was received to charge the additional fee.

## 10. AGENTS

10a. Commission will only be paid on contracted items at 8% excluding VAT (on the Net rate) unless otherwise agreed.

10b. Commission will only be paid once the Event is completed, full payment received and upon receipt of an invoice containing a purchase order number; supplied by The Company. Payment is processed on 30-day terms to the closest end of month payment run. Invoices must be addressed to Windsor Holdings Ltd, Trading as Foxhills, Stonehill Road, Ottershaw, Surrey, KT16 0EL.

10c. No commission will be paid on cancelled bookings which may incur cancellation charges.

## 11. ANIMALS

No animals of any type are allowed on The Company’s property at any time. Support and Guide dogs are permitted by prior arrangement with The Company.

## 12. VALUABLES

Residents of Hotel Bedrooms should keep all valuables in the bedroom safe. The Client is responsible for the security of valuables in their meeting/event rooms.

## 13. DAMAGE

13a. Any damage to The Company’s property inflicted by any individual or third party connected to The Client will be the responsibility of The Client. The Client will incur charges for said damages. A charge will also be made for any property removed.

13b. The Company accepts no responsibility for loss or damage to the property or vehicles of The Client unless caused by the negligent acts or omissions of the Company.

## 14. PRIOR CONSENT

Prior consent of The Company is required for any entertainment or services contracted by The Client to ensure compliance to any relevant statutory codes and regulations.

## 15. STORAGE AND EQUIPMENT

Equipment and personal possessions such as gifts will only be stored by prior arrangement at the risk of The Client. Whilst the Company will take reasonable endeavours to store them safely, they cannot be held responsible for any items left in our care.

## 16. MEETING/EVENT ROOM CHANGES AND CHARGES

16a. Room changes shall be made from time to time at the discretion of The Company. The Client will be informed as soon as possible.

16b. Failure to vacate meeting/event rooms will incur an hourly charge of £100 including VAT with payment required on departure by the organiser or signatory.

## 17. ACCOMMODATION

17a. At least 14-days prior to the arrival date The Client shall provide to The Company with a rooming list detailing guest name, date of arrival and departure.

17b. Upon check-in personal credit or debit cards will be required from each guest to cover any personal extras. Late charges (e.g. laundry etc.) that may not have been available at checkout will be charged to the credit card held for that guest.

17c. Early check-in and late check-out are subject to availability and charges. (Check-in from 2.00pm and check-out by 11.00am) Country club facilities are accessible to hotel residents during these times only.

## 18. BAD WEATHER POLICY

In the event of an outdoor event being cancelled due to bad weather, The Company cannot be held responsible. Should The Client cancel an event due to bad weather, The Company does not agree is necessary the cancellation policy will apply.

## 19. SMOKING

The Company operates smoking and non-smoking areas on the property. The Client is responsible for their guest’s adherence to these rules.

## 20. HEALTH AND SAFETY

20a. Whilst every care is taken by The Company to ensure the health and safety of all guests, whilst on the premises by complying with all applicable relevant legislation, including without limitation, safety, food safety, food quality and food hygiene, The Company takes no responsibility for the well-being of any guest who behaves in a careless manner which may cause either danger to themselves or others.

20b. The Client accepts responsibility for ensuring that all contracted sub-contractors at The Event have adequate, relevant insurance cover in place.

20c The Company does not allow confetti to be thrown on the property, both real petals and artificial petals. No lanterns or balloons are to be released.

## 21. SECURITY

The Company reserves the right to demand at any time prior to The Event that adequate security be arranged with The Client to bear all associated costs.

## 22 CLIENT RESPONSIBILITIES

The Client accepts full responsibility to inform attendees about the Companies policies on Health and Safety, Fire Safety procedures, Valuables and Personal Charges. Relevant signage is displayed within each building.

## 23 PAVILION PARTIES - MEMBERS ONLY

23a. If the number of children falls below twenty (20), the package price will remain the same.

23b. If you wish to cancel the party, the cancellation fees shown in section 4 will apply.

23c. Following The Company’s protocols, accidents and injuries must be reported to your Foxhills coordinator immediately.

23d. Children must wear appropriate sportswear or casual clothing.

23e. When children feel unwell, we ask them not to participate in any play sessions and may be asked to go home to avoid cross contamination with other children.

23f. Parents and Guardians are required to provide their own party accessories including decorations, shop bought birthday cakes, party bags, lighters and candles.

23g. No external food or beverage may be consumed on the premises unless the appropriate documentation including but not limited to allergen sheets are provided by the Client prior to the Event. The Company reserves the right to charge corkage or refuse service of external food or beverage should you fail to advise and complete required documentation.

23h. All final details including final numbers, dietary requirements, and food & beverage choices must be provided to the Foxhills coordinator no later than 30-days prior The Event.

23i. Balance payment to support the final numbers is due no later than 30-days prior to The Event. Failure to pay prior to arrival will result in no entry to the Pavilion.

23j. Any catering ordered on the day is to be settled on departure, no balance is to be left on the account upon departure. Failure to pay on departure will result in an additional admin fee as stated in section 9.

23k. Set up and tear-down times are at the discretion of the Foxhills coordinator. Please note that The Company has allocated timeframes in which to setup the room. Once this setup is completed, The Client may commence additional setup as agreed with the Foxhills coordinator.

23l. The organiser & all adults present are responsible for every child in the party.