

Terms and Conditions of Banqueting

At all times “the Company” is acting in the course of business.

These terms and conditions constitute the entire “Contract” between “the Client” and “the Company”. The Contract has come into effect upon the receipt of the Deposit at and by which time these terms and conditions shall have been disclosed to and accepted by the Client. No written or oral express terms, other than these terms and conditions, shall be taken to be part of the Contract, except as referred to herein.

Bookings

There is no “Provisional” Booking available. The Contract is created, as above, upon receipt of the non-refundable Deposit.

Terms and Conditions - On Booking, the Company will ask the Client to provide written confirmation of the Terms and Conditions, and to sign a copy of these Terms and Conditions. **The Company will hold the Booking for a maximum of 10 working days awaiting the signed copy of the Terms and Conditions.** During this time, should a further enquiry be received, the Company reserves the right to ask for immediate return of the Terms and Conditions, failing which the contract will be terminated and an administration charge will be levied.

Exclusive use This can be arranged, subject to availability, and at the discretion of the Company.

Payments

a. Sole Occupancy or Exclusive Use:

A non-refundable deposit of £750 is required to confirm the Booking.

28 days after booking a further non-refundable payment of £1500 is required.

9 months prior to the function a further non-refundable payment of £3500 is required.

The balance of payment is due 14 days prior to the function and no refunds are applicable.

b. Room Hire:

An initial non-refundable deposit of £750 is required to confirm the Booking.

28 days after booking a further non-refundable payment of £500 is required

9 months prior to the function a further non-refundable payment of £1000 is required

The balance of payment is due 14 days prior to the function and no refunds are applicable.

Final numbers for charging purposes should be advised 21 days prior to the function. The Company reserves the right to charge the Client interest at 5% above HSBC Bank plc base rate, for any delayed payment.

Cancellation

The Client cannot cancel this agreement without the Company’s consent.

In remuneration for this consent, the Client shall pay a penalty payment equal to the Company’s potential loss. This pre-estimate of potential loss has been worked out as follows:

Anytime after booking, loss of £750 booking fee.

Anytime after the 2nd payment, loss of total payments.

12 months prior to the function, loss of total payments plus 25% of anticipated revenue

6 months prior to the function, loss of total payments plus 50% of anticipated revenue

3 months prior to the function, loss of total payments plus 75% of anticipated revenue

1 month prior to the function, loss of total payments plus 100% of anticipated revenue

The loss of revenue figure is calculated by not only looking at the work that has gone into the Booking at that stage and the actual loss by way of pre-payment for services, but also the fact that it is the case that these events are usually booked two years in advance and it is unlikely that there will be someone to replace the Booking if cancelled. These figures are based on 1 arrival drink, a 3 course wedding breakfast, half a bottle of wine and one toast drink per person.

In the unfortunate circumstance that the Client has to cancel his confirmed Booking at any time prior to the event, The Company will use reasonable endeavours to replace a cancelled function and if successful in doing so may waive or reduce appropriately the cancellation charges. Any cancellation or partial cancellation must be confirmed in writing and the facilities that the client has reserved cannot be released for resale until this is received and acknowledged.

Reduction in the number of guests

A minimum number of adult guests are agreed at the time of booking and this is the minimum number for charging purposes. Once final guest numbers are agreed at the meeting 8 weeks prior to the Wedding, reductions will incur penalty charges in line with the following:

<i>Period of notification</i>	<i>reduction in numbers</i>	<i>penalty charge (non-vatable)</i>
Any time after final guest numbers have been agreed	of 12% or more	(loss of profit £55 based on (1 arrival drink (3 course wedding breakfast (half a bottle of wine (1 glass of brut cava

Non Arrival Charges/Additional Attendees

Any guests who fail to arrive, the Company will charge the client for at the full rate for the duration of the stay/function. No refunds are applicable.

Any additional attendees, services or goods provided to the Client on the day of the function shall be invoiced to the Client who shall make payment to the Company before departure or by Credit card details held on file to cover such additional charges.

Amendments or cancellation by The Company

The Company reserves the right to cancel any bookings forthwith, and without any liability on The Company(s) part, in the event of:

- Any damage or destruction of the Hotel and/or its facilities by fire, flood, storm, explosion, Act of God or by any other cause beyond its control
- Shortages of materials, food supplies or goods; or
- Strike, walkout, lockout or industrial unrest; or

- Any other causes beyond the control of the Company, which shall prevent it from performing its obligations in connection with any booking.

In these circumstances, every effort will be made to accommodate the booking in another establishment and all monies shall be transferred or refunded.

The Company reserves the right to cancel any booking forthwith or reserves the right to offer alternative facilities without any responsibility on its part if:

- The booking might, in the opinion of the Hotel, prejudice the reputation of the Hotel
- The Client is more than 30 days in arrears of previous payments to the Hotel
- The Hotel becomes aware of any adverse/ detrimental alteration in the Client(s) financial situation

The Company will not be liable to Clients or anyone claiming through Clients, for any loss or damage caused by or arising from its failure to carry out any obligations under this agreement, due to anything beyond the control of The Company.

Charges/Payments

The Client or Guests must always sign charge dockets presented.

All outstanding charges must be settled by the guests prior to departure. In the event that the Client's guests have not settled, all outstanding charges must be settled by the client prior to departure.

Function times

Functions are required to finish at the time agreed when the booking is made, as extensions to this time may not be possible on the day. The Company reserves the right to levy additional charges where the client fails to vacate the room at the contracted time.

Conduct

The Client shall be responsible for the orderly conduct of its guests, and shall ensure that its guests have regard to any regulations imposed by any competent authority, and that nothing shall be done which will constitute a breach of the law. The Client shall fully indemnify The Company against any claims, or loss or damage arising from a breach of this clause.

Damage

The Client shall be responsible for any damage caused to the allocated rooms, the fixtures, fittings, furnishings, utensils or equipment, or any part of the Hotel, grounds or the Company property in/on the grounds therein by any act, default or neglect of the Client, subcontractor or guest of the Client and shall pay to The Company on demand the amount required to make good or remedy any such damage and for any loss of business caused as a result.

The Company shall not be liable for any loss or damage to property owned by, or in the custody of, the Client or its guests, except as provided by statute. The Client is advised to obtain adequate insurance cover.

Third Parties

(i) Where the Client employs sub-contractors or third parties to assist them with their function, it is their responsibility to ensure that they comply with all Terms and Conditions laid down by The Company and any current Health and Safety legislation. The Client must advise the Company of all details regarding the engagement of a third party and a copy of their public liability must be provided.

(ii) Where The Company is requested to book facilities and/or services on behalf of the Client or Guests, with third parties, it will do so in good faith but cannot be held liable should the standard of these services prove deficient, nor for the acts or omissions from such third parties.

(iii) The Company reserves the right to object to the employment by Client or guests of any photographer, toastmaster, band, musician, or other persons in connection with any function and will, without obligation, be pleased to give Clients and guests the benefit of their advice or recommendation in this regard

Corkage

It is not the Policy of the Company to offer corkage facilities. Only food and beverages purchased from The Company may be consumed on the Premises. With the exception of Wedding Cakes, or any other specific food agreed prior to the event.

Miscellaneous

The Company reserves the right to change the Client's event to a different room in the Hotel if numbers of Guests fall from those originally contracted for or if due to unforeseen circumstances the room originally specified cannot be used.

The Client must obtain prior consent for all signs, exhibitions and displays inside and outside the Hotel. The Company reserves the right to remove signs that are unauthorised unlawfully displayed or which may be deemed to cause offence.

The Client will not remove or change the location of the Company's property such as flowers, furniture, paintings, etc or deface the property with drawing pins, nails, or other form of attachment.

Last orders at the Bar will be called as specified on the function sheet - 11pm for room hire and 12.30am for sole occupancy or exclusive use functions. The Bar will close 15 minutes after last orders and all non-residents must leave the Hotel by 11.30pm for room hire functions and 1am for exclusive use functions. The Management will offer one last round of drinks to be served **only to residents and only if all the non-residents have departed at the stated time and at the discretion of the Duty Manager.**

The Client accepts liability for any extra charges incurred at any time during their function.

All payments shall be in £Sterling/GBP, unless otherwise agreed by the Company. The Company may exercise its discretion and agree to accept part payment in one currency and part in another currency or currencies.

All Prices quoted are inclusive of VAT at the current rate, unless otherwise stated. The Company reserves the right to change prices due to increases in suppliers costs, tax, duty and any changes in VAT. Gratuities are at the discretion of the customer.

The Company shall not be liable to the Client for any disturbance, disruption or inconvenience caused to the client or any member of the Client(s) party by virtue of any alterations or decoration to the Hotel or any part thereof (including the creation/construction of new structures at the Hotel) or any other event/function being conducted at the Hotel on the same day(s) as the Client(s) arrival/function.

The Company shall not be liable to the Client for any failure to have any planned marriage ceremony conducted/concluded at the Hotel if this failure shall be due to the action of the Client/Bride/Bridegroom or any one of the guests at the ceremony (whether or not they be a guest included in the numbers stated on the confirmation letter or any subsequent amendment thereto as provided for above.

These Terms & Conditions must be read and understood in conjunction with any letters of contract and the Final Function Details agreed.

Save as expressly provided none of the provisions of this agreement are intended to or will operate to confer any rights or benefit (pursuant to the Contracts (Right of Third Parties) Act 1999) on a person who is not named as a party to this Agreement.

This agreement shall be covered by the Laws of England and Wales.

All bookings arising out of this agreement will be deemed subject to the above conditions.

I accept the Terms and Conditions as set out above.

On behalf of the Client:

Signed: Print Name:.....

Date Signed:..... Date of Function:

On behalf of Stanhill Court Hotel:

Signed..... Print Name:.....

Position:..... Date:.....