



## **Hoghton Leisure Ltd** **Terms & Conditions – Events**

This agreement is between you, the Client and us Hoghton Leisure Limited trading as Oak Royal Hotel Golf & Country Club, where “Event” such as conferences, banquets, weddings, functions or lettings including special occasions such as anniversaries, birthdays, dinner and dinner dances.

### **Hotel**

These Terms & Conditions apply to the Oak Royal Hotel, Golf and Country Club owned and operated by Hoghton Leisure Limited “The Hotel”.

### **Booking**

Any booking that you make will be treated as provisional and will be automatically released within 7 days from the date that the provisional booking was made unless the booking has been confirmed by the Hotel receiving from you a signed copy of the Booking Form and this Agreement, as well as the deposit and unless you have a Credit Facility, full credit or debit card details.

### **Minimum Numbers**

We will agree with you at the time of your booking the “Minimum Numbers” for your Event. However, if the numbers go down significantly, the cancellation charges will be applied. If you give us more than 35 days notice, you can reduce your numbers by up to 5% without charge.

At least 35 days prior to the arrival, you will provide the Hotel with final guest/participant numbers.

If you provide less than 35 days notice, the contracted numbers will be charged. If numbers are reduced, the Hotel reserves the right to re-allocate the room to one more relevant to the size of your Event.

If you wish to increase numbers at your Event, this will be entirely at the discretion of the Hotel and you will pay the Hotel such an amount of the price, as is due in respect of the increased numbers.

### **Arrival & Departure**

The Hotel’s facilities will be available as per your confirmed booking requirements 30 minutes prior to and after the scheduled start and finish times. Extensions for early arrival or late departure must be agreed with the Hotel prior to the Event and a supplementary charge may be payable.

Although the Hotel is not obliged, bedrooms will usually be available after 2pm on the day of arrival and must be vacated by 11am on the day of departure. Failure to vacate at this time shall entitle the Hotel to charge an additional night accommodation.

### **Price**

We regret any price increases, but, unfortunately, in certain circumstances where our suppliers, may impose increases and or surcharges, it may be necessary to pass on these prices increases as we have no control over many of these items. Therefore in such circumstances, the prices quoted are subject to variation up to 12 weeks prior to arrival after which, except for variations due to Client requirements, they may only vary due to changes in Value Added Tax or other reasons outside the Hotel’s control, in which case they will be immediately notified to the Client.

Should you make changes to your booking after the initial deposit has been paid, additional charges may apply and the Hotel may request an additional deposit to be paid prior to your Event. The Hotel may also invoice you at any time in respect of any sums due for goods and service provided for your Event by the Hotel.

### **Availability**

All the rooms, facilities and rates offered by the Hotel are subject to availability at the time of the booking. The Hotel reserves the right to relocate the Event to an alternative hotel or room of a similar standard in the same locality or within the same Hotel, should the Hotel not have the number and types of room available on the dates of the Event.

### **Cancellation**

#### **For all meetings and Events, our “Cancellation Policy” is as follows:**

For weddings and special occasions cancellation charges payable by you:

- More than 26 weeks loss of Non-Refundable Deposit
- Between 26 and 16 weeks before the Event is scheduled to take place 50% of the total booking value
- Between 16 and 4 weeks before the Event is scheduled to take place 70% of the total booking value
- Between 4 and 2 weeks before the Event is scheduled to take place 80% of the total booking value
- Less than 2 weeks before the Event is scheduled to take place 100% of the total booking value

#### **For conferences, banquets and other corporate events:**

- Up to 4 weeks before the Event is scheduled to take place 25% of the total booking value
- Between 4 and 2 weeks before the Event is scheduled to take place 50% of the total booking value
- Less than 2 weeks before the Event is scheduled to take place 90% of the total booking value
- Less than 72 hours before the Event is scheduled to take place 100% of the total booking value

You will also be subject to the above rate of cancellation charges for bedrooms reserved by the booking that are not taken up or are cancelled. Unless we are able to re-let the bedrooms you will be charged the full rate of bedrooms vacated before the booked departure date for the remaining period of the booking or where the booking is not taken up or is cancelled, you will be charged the full rate of the bedroom for the period which the booking was made.

The Hotel will try to re-let booked rooms and facilities and a reduction in the cancellation charge (excluding the non-refundable deposit) may be made if the Hotel is successful.

Should you wish to postpone your Event, the acceptance of this will be at the sole discretion of the Hotel and maybe subject to an administration charge up to the value of the cancellation charge due at the date when the postponement is made.

You agree to reimburse the Hotel for any costs incurred by it arising from the consequential cancellation or postponement of the Hotel’s arrangement with third parties.

VAT charges are not payable on cancellation charges.



### **Cancellation by the Hotel**

In the unlikely event that the Hotel has to cancel your booking, you will receive all your advance payments, although the Hotel and Houghton Leisure Limited will not have any other liability.

However, the Hotel may only cancel if:

- Any part of the Hotel is closed or unavailable due to events beyond our control.
- If you, or we, become insolvent, or in the case of an individual, becomes subject to a bankruptcy petition and/or you are unable to pay your debts as they fall due whether to the Hotel, its subsidiaries and associated companies or to and any third parties.
- The booking, the person associated with the booking and/or the purpose of the meeting might damage the reputation of the Hotel or the company.
- Save for the terms of any credit granted to you by us you are more than 14 days in arrears with payment to the Hotel or any of its subsidiaries and associated companies for previously supplied services.
- Postponement by you of the Event.

### **Payment Terms**

You will need to give us a Non-Refundable Deposit of £500 or for Events with a value of less than £2000, a deposit equivalent to £10 per person attending the event when you confirm your booking. The only exception to this is if you have booked a wedding with us, then the minimum Non-Refundable Deposit is £500 or 20% of the total booking value – whichever is greater, with a further deposit equal to 50% of the balance 26 weeks before the wedding day.

Full payment of the balance is due 35 days before the Event, unless you have arranged credit facilities with the hotel. Credit is not available for wedding parties.

At the Hotel's sole discretion, a credit facility maybe available upon request, up to 28 days prior to the Event. If you are not confirmed as a Credit Customer, separate conditions apply, which can be found on this form. Where credit is extended, a purchase order number is required and all payments are to be made to the Hotel within 28 days of the date of invoice. The Hotel reserves the right to amend or withdraw credit facilities at any time. Credit is not available for wedding parties.

Without prejudice to the above, all other payments and outstanding invoices must be settled prior to departure from the Hotel.

If you fail to pay any amounts due under this Agreement on the due date, the Hotel may charge interest at annual rate of 8% above the base rate of Bank of England base rate for the period up to the due date and up and including the date of receipt.

### **Liability and Insurance**

You - the Client, will become liable to pay the full sum of the price of the booking and are therefore strongly advised to insure this sum against cancellation or substantial reduction.

Other than the death or personal injury caused by the negligence of the Hotel, the Hotel's liability to you, your guests, representatives and third party contractors is limited to the price of the booking. The Hotel does not accept responsibility for loss of, damage to, or theft of your, your guest and your representative's personal property - including gifts, equipment, presentation material and vehicles parked on the hotel premises. The Hotel is not liable for failure to perform its obligations to the extent that the failure is caused by any factor beyond its reasonable control.

The Hotel reserves the right to evacuate the Hotel in the event of a Fire Alarm or other emergency - irrespective of whether it is a genuine emergency or not, in order to protect all guests and staff and in this event, the Hotel does not accept any liability for any consequent delay, disruption, refund or compensation whatsoever to the Event.

Liability is limited to Houghton Leisure Limited.

### **General Matters**

For certain Events, the Hotel may charge a deposit of £500 against the cost of possible damage to the hotel or hotel property, which could occur during the course of the Event. Should any damage occur to the hotel or hotel property during your Event, then this deposit, or the hotel on account of the cost of such damage thereof, will retain an appropriate part of the deposit.

As per our premises license, the Hotel reserves the right to ask you - the Client, to provide door security for evening functions that accommodate over 100 guests.

The Hotel reserves the right to judge acceptable levels of noise or behaviour of you and your guests, invitees and representatives and you must take all steps necessary for corrective action as requested by the Hotel. In the event of failure, refusal or neglect in complying with management requests, the Hotel may immediately terminate the booking or stop the Event without being liable for any refund or compensation.

Access to the Golf Course and Putting Green is not permitted for any other reason than their intended purpose. It is expected that Clients, their guests and/or representatives will respect the golf facilities and our golf members' privacy.

It is the policy of Houghton Leisure Limited and associated companies not to discriminate on grounds or race, colour, nationality, religion, sex, marital status, age, ethnic origin or disability.

It's agreed that you're not acting on behalf of someone else and that this Agreement is non assignable without the Hotel's prior written consent.

If you ask us to get a supplier to provide you with anything, you and not the Hotel must settle the bill. It is your responsibility to ensure any supplier fully complies with all regulations, and in the case of bands/singers, discos and entertainment, the required "Public Liability Insurance" is in place.

All food and drink consumed at the Event must be supplied only by the Hotel unless it is within Houghton Leisure Limited written agreement whereupon the Hotel may charge a corkage or similar fee for all food and drink including prizes won at an Event consumed on the premises. The only exception to this shall be for wedding cakes but the Hotel will not be liable for loss or damage arising from the storage and consumption of a wedding cake at the Hotel.

Should you wish to bring your own equipment into the hotel, you must ensure it has been tested and is safe to use. Houghton Leisure Limited accepts no liability for any equipment you bring to the hotel and you are to comply with the rules set out in the Health & Safety at Work Act. For any 3<sup>rd</sup> party contractors visiting the Hotel (such as Bands and Entertainers) under your instruction, you must ensure current and adequate "Public Liability Insurance" is in place. Copies of electrical testing certificates and insurance policies must be made available on request. Should you have any queries, the Hotel will be happy to help.

You will ensure that any third party contractor reports to the Hotel's duty manager to sign a contractor's indemnity form. The Hotel may in its absolute discretion refuse access to any contractor.



If you do not wish to deal with matters arising on the day, you must name in writing a representative (24 hours in advance of the Event), who the Hotel should liaise with during the Event. In doing so, you acknowledge that you will be wholly responsible for any additional costs and variation to the Event, arising from any instruction given by your representative to the Hotel and to staff at the time of the Event.

The Hotel's name, the Company's name, telephone and facsimile numbers, logo and website address shall not be used in any advertising or publicity without the express prior written consent of the General Manager of the Hotel.

The information provided by you may be processed by Hoghton Leisure Limited for the purposes it has notified to the Data Protection Registrar. By confirming the booking, you consent to the processing of the information.

The terms of the Agreement are deemed to incorporate Hoghton Leisure Limited general terms of business, copies of which are available on request. In the event of any Inconsistency, the terms of this Agreement shall prevail.

Any notice required to be sent under the terms of these terms of business, must be in writing and must be sent by way of recorded delivery addressed to the Hotel at its trading address, as notified to you at the time of booking.

These terms will be construed in accordance with English law and the Hotel and you submit to the exclusive jurisdiction of the English Courts.

**Please sign and return the copy of this Agreement to confirm that you have received and agreed to our terms of business so we can proceed with your booking.**

**The Client**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Event type: \_\_\_\_\_

Event date: \_\_\_\_\_

**On behalf of the Hotel**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_