

TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1. In this Contract the following words have the following meanings:
- 1.2. **Actual Revenue** - the disbursements incurred by the Venue in relation to the Event plus the food and beverage costs actually incurred by the Confirmed Guests.
- 1.3. **Anticipated Revenue** – means any disbursements incurred by the Venue in relation to the Event plus the forecasted food and/or beverage for the Contracted Numbers as itemised in the Booking Confirmation.
- 1.4. **Anticipated Guests** – means the number of Guests anticipated to attend and identified in accordance with clause 4.1.
- 1.5. **Booking Confirmation** – means the written confirmation of the Event booking as described in clause 2.1 or such other booking confirmation issued pursuant to clause 5.
- 1.6. **Business Days** – means a day other than a Saturday, Sunday, bank or public holiday in England.
- 1.7. **Charges** – means the fixed charges itemised in the Booking Confirmation plus either (as applicable) (a) the Anticipated Revenue where the Confirmed Guests are less than either the Contracted Numbers or Anticipated Guests, or (b) the Actual Revenue.
- 1.8. **Confirmed Guests** – means the number of Guests who attended the Event.
- 1.9. **Contract** - means the contract for the provision of accommodation and/or function facilities and associated services by the Venue to the Customer.
- 1.10. **Contracted Numbers** - means the number of persons booked for the accommodation and / or the Event per day as specified in Booking Confirmation.
- 1.11. **COVID-19** – means the coronavirus disease declared as a global pandemic in 2020.
- 1.12. **Customer** – means the company, firm, partnership, principal or individual booking the Event (as detailed in the Booking Confirmation).
- 1.13. **Deposit** - means 50% of the Estimated Total Price.
- 1.14. **Estimated Total Price** - means the price specified in the Booking Confirmation excluding VAT unless otherwise stated.
- 1.15. **Event** - means the event booked by the Customer, specific details of which are set out in the Booking Confirmation as varied in accordance with the terms of the contract.
- 1.16. **Event Date** – means the commencement date of the Event as specified in the Booking Confirmation or as may be varied in accordance with clause 5 or any other term of these conditions.
- 1.17. **External Contractor** - means any third party hired by the Customer to provide goods and/or services at the Venue in relation to the Event.
- 1.18. **Guest** - means any person attending the Event.
- 1.19. **Manager** - means the Venue's manager in control of the Event from time to time.
- 1.20. **Venue** - means the venue specified in the Booking Confirmation or such other venue agreed by the parties in accordance with clause 5.

2. RESERVATIONS, BOOKINGS AND DEPOSIT CONDITIONS

- 2.1. This Contract and all reservations shall be on and subject to these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, order confirmation, specification or other document) & any variation to these conditions or statements about the Event must be expressly agreed in writing and signed by the Manager. No Event order shall be accepted by the Venue until this Contract and the Booking Confirmation are issued & signed by the Manager pursuant to clause 2.3 or, if earlier, the Event is held by the Venue.
- 2.2. Any third party entering into this Contract or purporting to enter into this Contract on behalf of a third party undertakes that it has the requisite authority to act on behalf of such third party and that it has provided a copy of this Contract to the relevant third party.
- 2.3. Confirmation of the Event booking shall be made by the Venue in writing following the Customer's acceptance of this Contract and, on request, payment of the Deposit or advance payment in accordance with clause 2.8.
- 2.4. Save as set out in clause 5.3, any Deposit paid is not refundable or transferable and shall relate solely to the Event specified.
- 2.5. Subject to clauses 5 and 6, the Event shall be notified to and agreed by the Venue at the time of the booking. Any changes are at the Manager's discretion.
- 2.6. Unless otherwise expressly confirmed in writing by the Manager, the Venue makes no warranty or guarantee that the Customer will have exclusive use of the Venue or its facilities.
- 2.7. The Venue may charge the Customer for any additional reasonable costs and expenses incurred by the Venue caused by the Customer's/Guest's instructions, failure to provide instructions, or failure to comply with their obligations under this Contract.
- 2.8. At the time of booking, the Venue reserves the right to require that the Estimated Total Price is paid to the Venue in advance of the Event Date unless the Venue has agreed in writing that any remaining balances incurred by the Customer or its Guests may be settled after the Event Date.

3. CHECK IN & CHECKOUT

- 3.1. Unless otherwise specified by the Manager in writing:
 - 3.1.1. The Venue accommodation check-in time is 15h00 on the arrival date specified in the Booking Confirmation; and
 - 3.1.2. The Venue accommodation check-out time is 11h00 on the departure date stated in the Booking Confirmation.

- 3.2. Entry and vacation times for all function rooms and/or facilities set out in the Booking Confirmation are to be strictly adhered to. The Venue reserves the right to make further charges for late vacation at the then prevailing rate.
- 3.3. The Venue reserves the right to move or vary any rooms allocated to Guests.

4. AMENDMENTS TO GUEST NUMBERS

- 4.1. It is the Customer's responsibility to confirm in writing the anticipated Guest numbers, a room allocation list, any special requirements and full details of any Guest food allergens, at least 14 days before the Event Date. Late notifications may result in the Venue being unable to comply with your requests.
- 4.2. The Contracted Numbers may be increased subject to any maximum capacity numbers specified in the Booking Confirmation. See clause 7 for additional fees that may apply.
- 4.3. Any increase in Guest numbers will be charged on a pro-rated basis as set out in the Booking Confirmation.
- 4.4. Subject to clause 5, the Contracted Numbers may be reduced by the Customer without charge where the reduction complies with the following scale, including giving written notice of not less than the required number of days' notice set out below. The Venue has the absolute right to refuse any request for reductions in Guest numbers if the required amount of notice is not provided. Following any permitted reduction, the Booking Confirmation and Estimated Total Price shall be deemed to have been amended accordingly:

FOR EVENT DATES BEFORE AND INCLUDING 30 th June 2021	FOR EVENT DATES FROM AND INCLUDING 1 st July 2021	Number of days' notice required
PERMITTED REDUCTION OF CONTRACTED NUMBERS		
up to 20%	up to 15%	91 days or more
up to 15%	up to 10%	31 days to 90 days
up to 10%	up to 5%	8 days to 30 days
Nil	Nil	0 to 7 days

- 4.5. Any reduction over and above that permitted by clause 4.4 shall remain chargeable at the relevant rates specified in the Booking Confirmation.

5. POSTPONEMENT

- 5.1. If the Customer's Event is impacted in the manner described in clause 5.2 the Customer may postpone the Event Date by providing the Venue with written notice not less than 35 Business Days prior to the original Event Date. Such notice must specify a proposed alternative Event Date.
- 5.2. A Customer Event is only deemed to be impacted for the purposes of clause 5.1 where (a) the original Event Date is on or before 30th June 2021 and (b) all of the Anticipated Guests are unable to attend the Event on such original Event Date directly due to any (i) law, (ii) legally binding rule, (iii) government regulation or (iv) mandatory restrictions on travel or movement, in each case (i)-(iv) which is imposed as a direct result of the impact of COVID-19.
- 5.2. Subject to clause 5.3, if the Event is not rescheduled to a date within 12 months from and including the original Event Date the Customer shall forfeit any Deposit paid and the Venue shall be entitled to retain the Deposit.
- 5.3. Any request to reschedule an Event Date will be subject to Venue availability on the proposed rescheduled Event Date. If the Venue has no availability in the period of 12 months from and including the original Event Date which is reasonably acceptable to the Customer then the Venue may offer to host the Event at an alternative venue. If (i) (where applicable) any alternative venue offered by the Venue is not reasonably acceptable to the Customer and (ii) the Venue (or any other venue offered by it) has no availability in the 12 months from and including the original Event Date then the Venue shall refund any Deposit paid to the Customer within a reasonable time of the Venue confirming to the Customer that they are eligible for a refund. Such payment to be made by the Venue to the Customer by bank transfer to the bank account, details of which as are provided by the Customer and this Contract will come to an end and the Venue will have no further or additional liability to the Customer. If the Venue (or any other venue offered by it) has availability for the proposed rescheduled Event date the Venue will issue a new Booking Confirmation confirming the new Event Date.
- 5.4. Any payment dates set out in the Booking Confirmation will be amended and the payment dates set out in the new Booking Confirmation will apply.
- 5.5. Save as otherwise set out in this clause 5, no other terms and conditions, or details set out in a Booking Confirmation will change as a result of a postponement of the Event Date or change of venue pursuant to this clause 5, including in respect of the minimum number of guestrooms.
- 5.6. No amendments to the Event Date or venue will be binding on the Venue unless and until the Venue has issued a revised Booking Confirmation in the manner prescribed in clause 2.
- 5.7. Where the parties agree to the Event being hosted at an alternative venue pursuant to clause 5.3 then any reference to Charges shall be to those charges payable in respect of the alternative venue.

6. CANCELLATION

- 6.1. The Venue reserves the right to cancel the Event or any part thereof if:
 - 6.1.1. The Customer or its Guests fail to comply with or breach any term of this Contract and, where possible, fail to remedy this within 7 days;
 - 6.1.2. The Customer or its Guests fail to comply with any permission, licence or consent relevant to the Event;
 - 6.1.3. The Customer, is insolvent or unable to pay its debts as they fall due (if a

corporate body) or is deemed either unable to pay its debts or as having no reasonable prospect of so doing so (if an individual), or if the Venue has any reasonable grounds to believe that this is likely to apply at any time whilst sums will remain owing to the Venue;

- 6.1.4. In the opinion of the Venue the Event may prejudice or detrimentally affect the reputation of the Venue; or
- 6.1.5. If at any time before the Event it becomes clear that the Event would be unsuitable to the Venue or its other guests.
- 6.2. If the Customer notifies the Venue in writing that it wishes to terminate the Contract, the following charges shall apply:

FOR EVENT DATES BEFORE AND INCLUDING 30 th June 2021	FOR EVENT DATES FROM AND INCLUDING 1 st July 2021	PERCENTAGE OF ANTICIPATED REVENUE
TIMING OF CANCELLATION (BEFORE EVENT DATE)		
More than 12 months	More than 12 months	0%
6 months to 12 months	6 months to 12 months	50%
3 months to 6 months	4 months to 6 months	75%
Less than 3 months	Less than 4 months	100%

- 6.3. The Venue will attempt to resell any accommodation, facilities and services booked by the Customer in connection with a cancelled Event. The Venue may in its sole discretion make a proportional reduction in any relevant cancellation charges.
- 6.4. The Deposit taken (if any) will be held until the Event Date. Any cancellation charges levied under clause 6.2 shall be offset against the Deposit (and the Deposit will be automatically forfeited to the Venue) provided that for the avoidance of doubt, the Customer acknowledges that the Deposit paid shall not limit its liability to pay the full balance due under clause 6.2.

7. PAYMENT

- 7.1. Unless otherwise specified in the Booking Confirmation, the Customer is directly and primarily liable to the Venue for the Charges incurred by Guests. Details of available payment methods are available upon request.
- 7.2. The Charges are calculated by reference to the number of Guests and further details as to how the Charges are calculated are specified in the Booking Confirmation. For the purpose of calculating the Charges due from the Customer, the Charges will be based upon the higher number of persons/Guests specified in either:
 - 7.2.1. The Contracted Numbers; or
 - 7.2.2. The number of Anticipated Guests or
 - 7.2.3. The number of Confirmed Guests.
- 7.3. In the event that an invoice raised under this Contract is not paid within 30 days of the invoice date, the Venue reserves the right to charge interest on the outstanding amount at a rate of 3% above the base rate of the Allied Irish Bank.
- 7.4. If the customer requires incidental charges to be covered, then they must request that at least 1 guest per accommodation must produce a valid credit card for incidental charges during the event.
- 7.5. All sums payable by the Guest or Customer under this Contract shall be paid in full without any deduction, set off or counterclaim.

8. GUEST CONDUCT, ENTERTAINMENT, BANDS AND LIVE ACTS

- 8.1. External Contractors are admitted to the Venue at the sole discretion of the Manager and subject to production of valid public liability insurance with a reputable insurer (that is acceptable to the Venue) and any other safety certifications that the Manager may deem appropriate (such as the Institute of Electrical Engineer Regulations).
- 8.2. The Customer undertakes to indemnify and keep indemnified the Venue against all liabilities, claims, losses, costs and expenses incurred by the Venue and arising in respect of an External Contractor and/or the equipment supplied by an External Contractor.
- 8.3. The Customer and External Contractors shall comply at all times with all regulations (whether statutory or otherwise) which apply to the goods or services provided by them, including the Health and Safety at Work Act 1974 and any local regulations or requests made by the Venue or its staff. The Customer acknowledges that it is responsible for ensuring that all External Contractors comply with this clause and the relevant terms of this Contract.
- 8.4. The Customer acknowledges that its Guests are required to comply with the requests made by the Venue or its staff in relation to their conduct and behaviour whilst at the Venue and that noise levels are to be maintained at a reasonable level throughout the duration of the Event.
- 8.5. Should any Guests or External Contractors behave in a manner that is considered unacceptable to the Venue, the Venue, in addition to any other rights that the Venue may have, reserves the right to remove such party (together with any property) from the Venue and/or terminate the Contract. In this event, no monies will be refunded to the Customer or any Guest.
- 8.6. The Customer shall indemnify the Venue against all claims, liabilities, losses, costs and expenses arising from or relating to any personal injury (including death) to any person or damage to, loss or destruction of any person's real or tangible property caused by the negligent acts or omissions of, or breach of

this Contract by the Customer, its Guests or External Contractors.

9. QUALITY

- 9.1. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.
- 9.2. The Customer and its Guests acknowledge and agree that all marketing information, quotations, specifications, descriptions or drawings issued by the Venue or contained in the Hotel's brochures are issued for the sole purpose of giving an approximate idea of the available Rooms and shall not form part of this Contract.
- 9.3. In the event that an accommodation or any part of the Event is deemed to be unsatisfactory the Venue may, at its sole discretion and subject to availability, provide an alternative accommodation and/or offer Venue credit to the Guest to the appropriate level determined by the Manager.
- 9.4. If the Venue complies with clause 9.3 (to the extent possible) the Venue shall have no further liability in respect of any alleged breach of warranty or claim.

10. LICENSING AND CONSENTS

- 10.1. On written request and subject to the Customer providing adequate notice and discharging all relevant disbursements, the Venue will apply for such additional licences, consents and permits as may be necessary to perform the Event. The Venue shall not be responsible for any unsuccessful application and the Customer acknowledges that this Contract is not conditional upon the acquisition of any consent, permits or licences unless expressly specified in the Booking Confirmation.
- 10.2. The Customer shall comply with the terms of all licences, consents and permits and any decision or recommendation by the licensing officer or other licensing or entertainment authority.

11. HEALTH AND SAFETY

- 11.1. The Customer and its Guests shall comply at all times with (and ensure External Contractors comply with) all fire, electrical, health and safety regulations (whether statutory or otherwise) including (but not limited to) the Fire Precautions Act 1971 (as amended) and all directions issued by the Venue or its staff.
- 11.2. All External Contractors and Guests shall be required to sign-in on arrival.
- 11.3. No fireworks (including silent or smokeless fireworks) are permitted at the Venue at any time.
- 11.4. The Venue operates a strict fire and emergency policy to protect all persons present at the Venue. The Venue does not accept any liability or loss caused to the Customer or its Guests as a result of any fire alarm and other emergency procedures taking place (whether planned or unplanned).
- 11.5. No items or equipment may be fixed to the walls, floors and/or ceilings nor may the Customer, External Contractors or Guests use smoke machines, lasers, cracked oil, dry ice or any form of pyrotechnic matter without the prior written consent of the Manager or the relevant public authorities.
- 11.6. The Venue reserves the right to refuse access by any person, equipment or material if in the Venue's absolute opinion the same fails to comply with the provisions of clauses 8 and 11 (as applicable) or if it considers that access and/or use of the proposed person, equipment or material may cause damage to the Venue's premises.

12. LIABILITY

- 12.1. Subject to clause 12.4, the Venue is not liable to the Customer or its Guests in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise for any claims, losses or damages, whether direct or indirect, and even if such losses and/or damages were foreseen, foreseeable or known, or the Venue was advised of the possibility of them in advance, in relation to (a) loss of business opportunity, (b) loss of anticipated savings, (c) loss of goodwill or (d) loss or damage to vehicles or any other property brought onto the Venue's premises by the Guest or his guests or External Contractors.
- 12.2. Neither the Customer nor the Venue shall be liable to the other for any indirect, special or consequential loss or damage howsoever caused.
- 12.3. The entire liability of the Venue under or in connection with the contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited in respect of each event or series of connected events to the higher of the Charges, the Estimated Total Price or £1,000,000.
- 12.4. Nothing in this Contract shall operate to exclude or restrict either party's liability for death or personal injury resulting from the Venue's negligence or as a result of any fraud on the part of the Venue.
- 12.5. Otherwise than as expressly provided by the Hotel Proprietors Act 1956, the Customer and Guests acknowledge that the Hotel does not accept any responsibility for the personal effects of Guests stored in the Venue accommodations or vehicles parked or driven on Hotel property. The Customer acknowledges (and confirms it has advised its Guests) that event rooms may not be secure and that Guests are responsible for taking all reasonable security measures.
- 12.6. For note the Exclusive Collection's current group products and liability cover is £50,000,000.

13. FORCE MAJEURE

- 13.1. The Venue shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of

diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any 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 licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade disputes, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and interruption or failure of utility service. In such circumstances, the Venue shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 30 consecutive days, the Customer may terminate this agreement 7 days' written notice.

14. GENERAL

- 14.1. The Customer shall not (and shall ensure that all guests and External Contractors do not) (a) permit external food or beverage to be brought into the Venue without payment of agreed corkage charges or (b) display individual company or function signage within the public areas of the Venue.
- 14.2. If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract, which shall remain in full force and effect.
- 14.3. Any waiver by the Venue of any breach or default under any provision of this Contract shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Contract.
- 14.4. A person who is not party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 14.5. All notices between the parties shall be in writing and delivered by hand or sent by pre-paid first class post or e-mail to the address notified to the other party from time to time. Receipt is deemed to be 2 Business Days after posting or on the day of delivery or transmission if delivered/sent by hand or e-mail.
- 14.6. This Contract constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 14.7. Save as set out in clause 5, no variation or alteration of any of the Contract shall be effective unless it is in writing and signed by the Manager on behalf of the Venue.
- 14.8. This Contract shall be governed by the laws of England & Wales and the parties submit to the exclusive jurisdiction of the English courts.
- 14.9. If the client requires a non compete clause to be inserted into the contract, all competitors must be listed prior to confirmation of the booking.
- 14.10. We hope you have an amazing event with us and this isn't legal jargon, more to test you've been paying attention all the way through.

By signing this contract you are entering into a legally binding agreement with the Venue and confirming that you are duly authorised to sign the contract.

Signature

Name

Position

Date

If this is being signed for multiple events, please complete:		
<i>First Event</i>	<i>Final Event</i>	
<i>Start Date</i>	<i>End Date</i>	<i>Initials</i>

