

Terms and Conditions of Greyfort Hotels Ltd

All accommodation, functions, events, conferences, dinners and weddings contracted with The Company shall be subject without exclusion to the following Terms and Conditions. In these Terms and Conditions, the following definitions apply:

“The Agreement” is the Events Contract and all Terms and Conditions

“The Company” is Greyfort Hotels Ltd t/a Chateau Impney Hotel & Exhibition Centre

“The Hotel” is the Chateau Impney Hotel & Exhibition Centre, including all sites located within the premises boundary of The Hotel i.e. Regent Centre, Chateau Impney, Royal Suite, Elizabethan Suite, Impney Apartments, Impney Court

“The Event” is the function, event, conference, dinner or wedding in respect of which The Client has made a booking

“The Client” is the person, organisation, company or other body responsible for booking The Event, paying for The Event and complying with all Terms and Conditions issued by The Company

“The Deposit” is the sum required to confirm, and secure any space and / or accommodation held in respect of The Event and will be offset against the final balance payable

“The Bond” is the sum required by The Company to be paid at the same time as The Deposit, the balance of which will be returned to The Client after The Event has concluded, either in full, or subject to any deductions made by The Company in respect of any damage caused by The Client or their guests, agents or contractors, or to offset any costs incurred by The Company in respect of The Event which were not agreed in the Event Contract or incurred because of any act or omission of The Client or their guests, agents or contractors

Failure to sign and return the Events Contract and all Terms and Conditions, and pay any applicable Deposit and/or Bond to The Company within the timescales laid out in the Events Contract may cause The Company to release the reservation and any accommodation associated with The Event, and re-sell the space to another client.

1. RESERVATIONS

All reservations will be held on a provisional basis for a period of time, as outlined by The Company in the Event Contract. If the signed Event Contract and any applicable Deposit and / or Bond have not been received by the last day of the provisional period all accommodation and events space are subject to release without further notice. The Company will continue to accept reservations after this date only on a ‘space available’ basis and subject to The Hotel’s full, published rates.

2. PAYMENT

Unless otherwise agreed in writing; - The Company reserves the right to seek payment of The Deposit at any time prior to The Event, the amount of which will be determined at the sole discretion of The Company. For all weddings, a non-refundable Deposit of £1500.00 is payable at the time of booking. For any event classified by The Company as a ‘Speciality Wedding’ and to be held in the Regent Centre, the Royal Suite or the Elizabethan Suite, a non-refundable Deposit of £2500.00 is due at the time of booking. For Speciality Weddings, a Bond in the amount of £1500.00 is also due at the time of booking. Refund of all or part of the Bond is subject to the conditions set out above under “The Bond”. For any event, The Company may require full pre-payment for all booked services outlined in the Event Contract. In these instances, the payment schedule is as follows:

- 50% of the total value for all booked services outlined in the Event Contract is required at the time of booking
- The remaining 50% of the balance will be required no later than the date which is 90 days prior to the date of The Event
- Should The Event be booked at a date which is less than 90 days prior to the date of The Event, then 100% of the total value for all booked services is payable upon booking

The Company reserves the right to retain any payments received following the cancellation of The Event in accordance with the cancellation charges set out in Clause 3 (below), in addition to the points stated above. For any charges, which fall outside of the scope of booked services as outlined in the Event Contract, The Company requires pre-authorisation of a valid credit or debit card to be provided by The Client not later than the day of The Event. If The Client has established a credit facility with The Company ahead of the date of The

Initialed by The Client or their duly appointed representative: _____

Event, The Company will send to The Client an invoice for all outstanding charges as soon as is practicable following The Event. Payment of such invoices shall be made within fourteen days of the date of the invoice. The Company may, without prejudice to any other rights it maintains, charge interest at the rate of 4% above the base rate of the Bank of England for any outstanding sums not received within the fourteen day period.

3. CANCELLATION BY THE CLIENT

If The Client cancels any function, event, conference, dinner or wedding or accommodation reserved in conjunction with a function, event, conference, dinner or wedding, the following charges will be due. In each case the percentage charges below apply to the estimated total revenue to be generated by The Event outlined as pre-booked services in the Event Contract:

- for cancellations between 52 weeks and 48 weeks prior to the start date of The Event – 40%
- for cancellations between 47 weeks and 43 weeks prior to the start date of The Event – 60%
- for cancellations between 42 weeks and 35 weeks prior to the start date of The Event – 80%
- for cancellations less than 35 weeks prior to the start date of The Event – 100%

The Company will waive, discount or refund at its absolute discretion all or a portion of assessed cancellation fees in the event that lost revenue can be recovered by the sale of cancelled or released space to another client.

4. CANCELLATION BY THE HOTEL

Should The Company need to make any amendments to The Client's booking it reserves the right to use another venue (within reasonable proximity as defined by The Company) in the same category or higher than that booked without incurring any liability to The Client. The Company will notify The Client of such amendments in writing as soon as possible.

The Company may cancel The Event at any time or any booking made by The Client at any time without incurring liability to The Client:

- if The Hotel or any part of it is closed due to circumstances beyond the control of The Company
- if the hotel is sold or no longer under the management or control of The Company
- if The Client becomes insolvent or enters into Liquidation, Bankruptcy, Receivership, Administration, Administrative Receivership or if The Company has reasonable (as defined by The Company) grounds for believing that The Client is unable or unlikely to be in a position to make payment
- if The Client is more than fourteen days in arrears with any payments to The Company
- if The Event may prejudice the reputation of The Hotel or The Company

5. CONFIRMATION OF BOOKINGS

Minimum guaranteed numbers are as agreed in the Event Contract. The Client shall give written confirmation of numbers attending The Event not less than 90 days prior to The Event. The final numbers for which The Hotel will prepare must be notified to The Hotel in writing via letter, fax or email, not less than fourteen working days (working days are Monday thru Friday excluding Bank Holidays in England) prior to commencement of The Event. Any failure to pay the requested Deposit or Bond may result in The Event being cancelled by The Company and would be subject to the Terms and Conditions identified in section 3 "CANCELLATION BY THE CLIENT" above.

6. CORKAGE

In circumstances where The Client wishes to provide their own alcohol for The Event, The Company will charge a corkage fee as set out below:

- for any event with 450 attendees or less, a charge of £2500 inclusive of VAT will be made
- for any event with 451 attendees or more, a charge of £2900 inclusive of VAT will be made

The provision of a corkage facility at The Hotel is subject to the following conditions:

- due to licensing regulations, only staff employed or contracted directly by The Company will be allowed to dispense alcohol and such will be dispensed from one of The Hotel's bars
- once dispensed, if alcohol is required to be served to guests ie served to tables, The Client is responsible for arranging appropriate staffing in order to serve their guests. In the case of

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- Speciality Events, The Client is responsible for ensuring that their catering contractor has sufficient staff in place to serve drinks to their guests
- no bottles of spirits are allowed to be placed in such locations as to allow guests of The Client to serve themselves
 - should The Client wish The Company to provide staff in order to serve alcohol to tables once dispensed, such staffing is subject to the Terms and Conditions laid out below:
 - o 1 member of staff will be provided per 30 guests attending The Event
 - o staff members are charged at a rate of £15.00 per staff member per hour
 - o the minimum length of shift for contracting any staff member is five hours

7. LICENSING AND STATUTORY REGULATIONS

The Hotel and any function, dinner, event, conference or wedding are subject to Statutory Regulations including those relating to fire precautions and entertainment. Such regulations must be strictly adhered to. The provisions of the Licensing Act 1964 as amended must be observed. The Hotel and The Company reserve the right to:

- eject any person from The Hotel or any premises in the control of The Company for any behaviour which contravenes or threatens to likely contravene their obligations under any Statutory Regulation to which they are subject
- immediately halt either temporarily or permanently any Event which through its nature, the behaviour of The Client or any of their guests, agents or contractors is likely to contravene any Statutory Regulation to which The Hotel and The Company are subject

8. LIABILITY

This clause sets out the entire financial liability of The Company (including any liability for any acts or omissions of its employees, agents, consultants and subcontractors) to The Client in respect of:

- any breach of the agreement as outlined in the Event Contract; and
- any representation, statement or tortious act or omission (including negligence) arising under or in connection with the agreement as outlined in the Event Contract

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Event Contract and these Terms and Conditions

Nothing in these Terms and Conditions or the Event Contract limits or excludes the liability of The Company:

- for death or personal injury resulting from negligence; or
- for any damage or liability incurred by The Client as a result of fraud or fraudulent misrepresentation by The Company

Subject to the above:

- The Company shall not be liable for any special, indirect, consequential or pure economic loss including but not limited to loss of profits, loss of business, depletion of goodwill and / or similar losses
- The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the agreement outlined in the Event Contract shall be limited to the value of the Event Contract

The Company does not accept liability for loss or damage to any object, equipment, furniture, stock or any other property brought onto the premises by The Client or persons authorised by The Client. Cloakrooms are provided for the convenience of The Client and guests but any property deposited there is entirely at the users own risk

The Company will endeavour to assist The Client with storage of their equipment etc. but it excludes liability for any damage to or loss of such equipment

9. ENGAGEMENT OF EXTERNAL CONTRACTORS

The Company reserves the right to refuse access or eject without prejudice any persons who it considers to be objectionable (including any person engaged by The Client to provide production, entertainment or perform any other duties at The Event). All contractors and sub-contractors must abide by these Terms and Conditions and The Client will remain ultimately responsible for their acts or omissions. In addition to these Terms and

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Conditions, any contractor engaged by The Client to perform any duty or service at The Hotel must provide the following information to The Company not less than seven days prior to the date on which they are scheduled to perform their duty or service:

- a valid, current certificate of public liability insurance displaying coverage of not less than five million pounds sterling
- in the case of any contractor involved in catering or the provision, service or cooking of any food to be served to any person at The Hotel, a valid and current certificate of food hygiene as issued by the Local Authority under whose jurisdiction their business is registered
- valid, current electrical certification (PAT) for any appliance which they intend to bring into The Hotel and will subsequently require power to be drawn from any of the integral electrical systems and networks of The Hotel
- current, detailed risk assessments and method statements including but not limited to lone working, 'HOT' works, manual handling and any other activity or process or procedure which they intend to carry out and which The Company deems to be subject to an assessment of risk or a detailed method statement

The Client nor their contractors, guests or agents may enter any area of The Hotel other than that necessary and designated for The Event. Entry onto any area of The Hotel must be by prior arrangement with The Company and approved by a manager of The Company and fire exits, escape routes or automatic door closers which form an integral part of The Hotel's fire safety and warning system must never be blocked, held open or obstructed in any way

10. DAMAGE

The Client shall be responsible for any damage howsoever caused to the allocated space or furnishings, utensils or equipment within The Hotel for The Event by any act, default or neglect of The Client, their guests, agents or contractors and shall pay to The Company on demand the amount required to make good or remedy any such damage

11. ROOM CHANGE

The Company reserves the right to move The Event in order to maximise business potential of all space within The Hotel. Any alternative space allocated to The Client for The Event will be suitable for the purpose of The Event as outlined in the Event Contract and The Client will be advised immediately of any such move and the name of the alternative space allocated

12. FINISH TIMES

The Event is required to finish at the time agreed when the booking was made. Extensions to this time may be possible and are at the sole discretion of The Company and are in all cases subject to Statutory Licensing Regulations referred to in section 7 "LICENSING AND STATUTORY REGULATIONS" above

13. ADVERTISING

The Company reserves the right to refuse the use of its name, logo, corporate identity and all contact details including telephone number, fax number and email addresses in any form of advertising or publicity. The permission to use all such information related to The Company and The Hotel or any other businesses of The Company remains solely with The Company at all times

14. HOTEL PROPRIETORS ACT 1956

These Terms and Conditions do not affect any rights, which The Client may have under the Hotel Proprietors Act 1956, where this Act applies

15. FORCE MAJEUR

The Company shall not be in breach of this Agreement if it does not provide the services under this Agreement due to the following circumstances:

- industrial action by The Company's employees
- industrial action by the staff of one of The Company's suppliers

Initialed by The Client or their duly appointed representative: _____

- fire, lightning, explosion, riot, civil commotion, malicious damage, extreme weather conditions, storm, flood, burst pipes, earthquake, terrorism and The Hotel being damaged or destroyed
- postal bookings which do not reach The Company
- breakdown of machinery, or any failure to supply The Hotel with gas, electricity, water and so on, outside the control of The Company. If any of the above occurs, The Company will do their best to avoid any inconvenience to you or your guests, employees, agents and sub-contractors

16. ASSIGNMENT

The Company shall have the ability to assign, sub-contract or transfer any of its rights or obligations under this Agreement as it sees fit

17. THIRD PARTY RIGHTS

None of the terms of the Agreement are intended to be enforceable by any third party nor is it intended that this Agreement will confer any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999

18. VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by, or on behalf of, each of the parties

19. WAIVER

Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement by law to The Company shall not constitute of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy

20. SEVERANCE

If any provision of this Agreement (or part of any provision) is found by a court to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected

21. RIGHT OF SET OFF

The Company shall have the right to deduct any sums owed to it by The Client any sums it owes whether any such sum is present or future (whensoever arising), liquidated or unliquidated, under this Agreement or not. Any exercise by The Company of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise

22. ENTIRE AGREEMENT

This Agreement and any documents referred to in it constitute the whole Agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement

23. PARTNERSHIP

Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have the authority to act in the name of or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power)

24. JURISDICTION

This Agreement shall be governed by the laws of England and Wales, and the parties agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation

Initialed by The Client or their duly appointed representative:_____

I confirm that I have read and understood the above and agree on behalf of The Client that I am authorised to sign on their behalf and that I agree that The Client will be bound by the Terms and Conditions above:

On behalf of The Client

Name: _____

Position: _____

Date: _____

Client details:

On behalf of Chateau Impney

Name: _____

Position: _____

Date: _____

You must include full name, address and, if not signed by The Client, your relationship to The Client

**Corkage fees as outlined in section 6 above do not apply in the month of December. For events taking place in December and requesting a corkage facility, a separate fee will be negotiated with The Client at the time of booking, the sum of which will be at the discretion of The Company*

Initialed by The Client or their duly appointed representative: _____