

# **Events & Functions**

## **Terms and Conditions**

### **1 CONTRACT**

An unconditional confirmation either in writing is required, in the form of an acknowledgement by signing the enclosed function sheet and Terms & conditions. This is regarded as acceptance of our Terms of Business which apply from the date of this correspondence, to the exclusion of any others.

### **2 PAYMENT**

Payment shall be by cash, credit or debit cards or Bank transfer as recognised by Hamlets Hotels Limited ("Hamlet Hotels")

#### **a) Deposits**

Hamlet Hotels reserves the right to require payment in whole or in part in advance prior to the holding of a function or conference, the amount of which will be determined by Hamlet Hotels. Should the customer fail to pay such deposit within fourteen days of being requested to do so Hamlet Hotels will treat the booking as having been cancelled by the customer.

Please note deposits are not refundable in the event of a cancellation.

#### **b) Weddings and Functions**

A non-refundable deposit of 20% of the total minimum guaranteed is required within fourteen days of initial booking to secure.

An interim (Second) Payment of 30% should be received within eight weeks prior to the event. Final numbers must be confirmed to the Events co-ordinator 28 days prior to the event, these will then be the minimum number of persons chargeable.

Client agrees to stay within the parameters of their rental space unless permission is granted on the day of the event.

Hamlet Hotels Limited is a rental facility that can accommodate weddings, receptions, corporate events, and individual renters. As a result, the rental of the facilities will not secure exclusive use unless the client rents all hotel spaces. All efforts will be made on behalf of Hamlet Hotels Limited to keep the rental space private.

Hamlet Hotels reserves the right to inspect and control all parties, meetings, receptions, etc. Client agrees to keep musical entertainment at a reasonable level throughout the course of the event. Hamlet Hotels Limited reserves the right to monitor and require adjustment of sound levels.

Hamlet Larkfield Priory Hotel is licensed for civil ceremony, additional charges may apply for civil ceremony.

Use of all tape, pins, staples, nails, balloons, confetti, glitter, birdseed, flower petals, bubbles, etc., must be approved by Hamlet Hotels prior to use.

### **3 LICENSING AND STATUTORY REGULATIONS**

Hamlet Hotels and functions and conferences within it are subject to Statutory Regulations including those relating to Health and Safety, fire precautions and entertainment and liquor licensing. All regulations must be strictly observed. The provisions of the Licensing Acts must also be observed.

### **4 CLOAKS AND PERSONAL PROPERTY**

Hamlet Hotels Limited does not accept responsibility for the personal property of customers or guests..

### **5 EQUIPMENT AND STORAGE**

Hamlet Hotels Limited will assist customers where reasonably possible with the storage of equipment etc. Hamlet Hotels Limited does not accept any liability for loss or damage to any item of equipment, stock or the like.

### **6 ACCOMMODATION**

Any bookings over 5 rooms will be considered as a Group booking, a 20% non-refundable deposit is required to guarantee the booking, the remainder of the payment will be required 4 weeks prior to arrival, this will apply to all special rate given for the Event, conference or weddings. All room blocks will be released 4 weeks prior to the event day. When a guest of the party calls to confirm a room, they will need to do so with a credit/debit card.

### **7 FINISHING TIMES**

Functions are required to finish at the time agreed when the booking is made and in the event of the function continuing after the specified time Hamlet Hotels Limited reserves the right to make such additional charge as they in their absolute discretion shall consider appropriate in the circumstances to cover extra expenses incurred and cover usual hire charges. Extensions to this time are in any event subject to the licensing regulations referred to in Clause 3.

### **8 CONFIRMATION OF FINAL CHARGEABLE NUMBERS**

The estimated number of guests attending shall be notified at the time of booking. The client shall notify Hamlet Hotels Limited not less than 28 days prior to the function, the final number of expected guests. This figure will be the minimum number chargeable to the function or conference account. The amount payable by the customer shall be calculated on this number.

Hamlet Hotels Limited shall use reasonable endeavours to provide for any increase in numbers but cannot be held responsible for any failure whatsoever to provide for such increased numbers beyond the capacity of the space originally booked. Capacity is controlled by fire and other regulations as well as physical capability.

The size of the function space allotted is based on the estimated number of attendees, and in the case of more than a 10% reduction on the estimated number of attendees at the time of notifying the anticipated number of expected guests, Hamlet Hotels Limited reserves the right to change the allocated function room or levy an additional charge on the agreed price per attendee for the shortfall in numbers.

## **9 CANCELLATION**

### **a) Deposits**

Deposits made to Hamlet Hotels Limited are to be set against monies due or to become due from a customer in respect of accommodation or functions booked. Deposits are non refundable by Hamlet Hotels Limited under any circumstances in the event of cancellation by the customer,

### **b) Weddings**

An enquiry date for a wedding reception and/or ceremony will be held as provisional for a maximum of two weeks within which time a deposit requires as per 2.b. If the customer cancels a wedding reception and/or ceremony, the following charges may be imposed.

- i) For cancellations between 36 and 24 weeks prior to the date, Guest will be liable for 50% of the estimated total account for the event.
- ii) For cancellations between 24 weeks and 4 weeks prior Guest will be liable for 75% of the estimated total account for the event.
- iii) For cancellations less than four weeks prior to the date the charge will be 100% of the estimated total account for the event.

### **c) Functions**

If the customer cancels a function, the following charges may be imposed at Hamlet Hotels Limited discretion.

- iv) For cancellations between 16 and 8 weeks prior to the start date the charge will be 50% of the estimated total account for the event.
- v) For cancellations between 8 & 2 weeks prior to the start date the charge will be 75% of the estimated total account for the event.
- vi) For cancellations less than 2 weeks prior to the start date, or failing to attend, the charge will be 100% of the estimated total account for the event.

## **10 NON-ARRIVAL CHARGES**

Bedrooms reserved in conjunction with a function and subsequently cancelled or not taken up will be subject to the cancellation policy set out in clause 6.

## **11 ALCOHOL POLICY**

No Beers, Wines or Spirits may be brought into Hamlet Hotels Limited by customers or guests for consumption on the premises.

## **12 DAMAGE**

The customer shall be responsible for any damage caused to the allocated rooms or the furnishings, utensils and equipment therein by any act, default or neglect of the customer, subcontractor or guests of the customer and shall pay to Hamlet Hotels Limited on demand the amount required to make good or remedy any such damage.

## **13 ADDITIONAL CHARGES**

The customer shall pay Hamlet Hotels Limited any charges incurred by the customer or their guests for any food and beverage or other services supplied by Hamlet Hotels Limited to this Agreement unless Hamlet Hotels Limited has been instructed by the customer in writing prior to the function to obtain payment for such charges direct from the person incurring such charges.

## **14 ADVERTISING**

A booking for any part of Hamlet Hotels Limited accommodation or grounds does not confer on a customer any right to use Hamlet Hotels Limited name or Hamlet Hotels Limited for advertising purposes.

Any customer must obtain consent from Hamlet Hotels Limited before posting advertisements, direct mailing, or seeking media advertising or editorial coverage in the press, on radio or television of any kind. Hamlet Hotels Limited reserves the right to vet, amend or refuse the use of any poster, media statement or advertisement that refers to Hamlet Hotels, its premises, grounds, trading activities or any activity or event on Hamlet Hotels Limited premises.

## **15 LIMITATION OF LIABILITY**

- i) Hamlet Hotels Limited will not be liable whether to the Customer, the Customer's, representatives, guests or any third party for any loss of profit or of contracts or for any other consequential or economic loss howsoever caused.
- ii) Larkfield Priory Hotel shall not be liable for any loss, damage or expense howsoever arising from any delay or failure of performance arising from circumstances beyond its reasonable control including but not limited to earthquake, flood, storm, Act of God or of public enemies, national emergency, invasion, insurrection, riots, industrial disputes, boycott, interruption of services rendered by any public utility or interference from any Government agency or official.
- iii) All exclusions or limitations of liability are separate and severable.

- iv) The above limitations will not apply insofar as any liability may not be excluded under the Unfair Contract Terms Act 1977. The Customer will fully indemnify Hamlet Hotels Limited its employees, agents, representatives and subcontractors against all claims howsoever by third parties (including the Customer's employees, agents, representatives, guests or subcontractors) or by any such employee, agent, representative, guest or subcontractor in relation to the services provided (save to the extent of Hamlet Hotels Limited liabilities set out in this clause). For the avoidance of doubt this indemnity extends to all contractual and tortious claims in any part of the world and includes claims in respect of property damage and personal injury or death arising from negligence.
- 16 This Agreement does not affect any rights which Hamlet Hotels Limited or others may have under the Hotel Proprietors Act 1956 where the Act applies.
- 17 The hirer is responsible for the behaviour and actions of their guests. Inappropriate behaviour may result in your event being stopped early or cancelled
- 18 Any variations to the original contract would need to be changed on function sheet as an accepted variation. All variations are recorded in writing only by updating the function sheets; verbal conversations are not accepted as change to the contract. An updated function sheet would be sent to you detailing any requests for variation agreed to. We regret that no verbal agreements will be accepted or recognised if not confirmed on the function sheet.
- 19 We recommend that all our clients take out insurance for their event.
- 20 These Terms of Business are subject to revision at the discretion of the Management.