

ONE WARWICK PARK

HOTEL

DEFINITIONS:

“Agreement” means these Terms and Conditions, the Function Sheet and any Appendices that may be attached;

“Arrival Date” means the first date that you will arrive at the Hotel for the Event, as specified in the Function Sheet;

“Customer”, **“You”** or **“Your”** means the person or legal entity responsible for the commissioning and payment of the Event, as specified in the Function Sheet;

“Estimated Total Account” means the revenue that One Warwick Park Hotel anticipates that it will gain, which is established on the estimated final numbers provided by the Customer in accordance with clause 9 of these Terms and Conditions;

“Event” means the booking using as area of our event space, public space, bedrooms, facilities and/or food and beverage, specific details of which are set forth in the Function Sheet;

“Event Agreement Issue Date” means the date that the Agreement is issued by us to you, as set forth in the Function Sheet;

“Function Sheet” means the document to which these Terms and Conditions are appended;

“Guests” means the Customer’s guests/ clients for an Event;

“One Warwick Park Hotel”, **“We”**, **“Our”**, or **“Us”** means Flexford Limited trading as One Warwick Park Hotel, Registered Office: 45 Westerham Road, Sevenoaks, Kent, TN13 2BQ, Company Number: 06197768, who owns the Venue where the Event will take place;

“Wedding Package” means the package chosen by the Customer as detailed on the Function Sheet. Details of the individual packages can be found at Appendix 1 where appropriate;

“Event Package” means the package chosen by the Customer as detailed on the Function Sheet. Details of the individual packages can be found at Appendix 1 where appropriate; and

“Venue” means One Warwick Park Hotel, 1 Warwick Park, Tunbridge Wells, Kent, TN2 5TA

1 GENERAL

- a) These Terms and Conditions shall apply to all services provided to the Customer as detailed within the Function Sheet;
- b) Customer shall inform Us for the reasons for the Event. We reserve the right to review any bookings at any time and at our discretion make any necessary adjustments; and
- c) Customer’s signature of the Function Sheet will be deemed to be acceptance of these Terms and Conditions.

2 PAYMENT

Payment shall be by cash, bankers draft, cheque, debit card or credit card as are recognised by One Warwick Park Hotel.

a) Deposits

One Warwick Park Hotel reserves the right to require payment in whole or in part as a deposit in advance prior to the holding of an Event, the amount of which will be detailed in the Function Sheet. Should the Customer fail to pay such deposit within seven (7) days of the Event Agreement Issue Date, One Warwick Park Hotel at its discretion will treat the booking as having been cancelled by the Customer. Please note deposits are non-refundable in the event of a cancellation the provisions of this clause are subject to clause 10 of these Terms and Conditions.

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b) **Weddings and Functions**

The estimated number of Guests must be provided to Us, at a minimum, 60 days prior to the Arrival Date. Customer acknowledges that the Wedding Package is subject to a minimum number of guests, if the number of Customer's Guests is less than the minimum number of guests, Customer will be held liable for costs equivalent to if the minimum number of Guests.

An invoice for payment of an amount based on the estimated number of guests attending the event will be issued four (4) weeks prior to the Event ("**Final Deposit**"). Payment should be received by One Warwick Park Hotel fourteen (14) days prior to the Arrival Date.

Following the Event an invoice, detailing any additional costs ("**Final Invoice**"), will be issued to the Customer. Payment for the Final Invoice must be made within 30 days of the date of the invoice.

3 **PRICES/INVOICING**

All prices are quoted inclusive of VAT at Standard Rate or exempt from VAT where applicable.

a) **Invoices**

Invoices will be submitted to the Customer in accordance with these Terms and Conditions.

b) **Outstanding Invoices**

One Warwick Park Hotel reserves the right to charge interest on overdue accounts at 4% (four per cent above Bank of England's Base Rate and to take legal action where necessary to recover any debt.

4 **LICENSING AND STATUTORY REGULATIONS**

Events held at One Warwick Park Hotel are subject to Statutory Regulations including those relating to health and safety, fire precautions and entertainment and liquor licensing. All Statutory Regulations must be strictly observed and copies are available from the Banqueting Office. The provisions of the Licensing Acts must also be observed. One Warwick Park Hotel will on request apply for appropriate licenses, at an additional cost to the Customer, but cannot guarantee that these will be granted as required.

5 **CLOAKS AND PERSONAL PROPERTY**

One Warwick Park Hotel excludes responsibility for the property of Customers or Guests.

Cloakrooms are provided for the convenience of Customers and Guests, but any items deposited in the cloakrooms are deposited at the owner's risk and without any obligation on the part of One Warwick Park Hotel. You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. We have no insurance for, and to the fullest extent permitted by applicable law, we shall not be responsible for, any damage to or loss of Your property.

6 **INSURANCE**

One Warwick Park Hotel also recommends You consider purchasing appropriate insurance cover for your Event.

7 **EQUIPMENT AND STORAGE**

One Warwick Park Hotel, if requested, will assist Customers where reasonably possible with the storage of equipment etc. One Warwick Park Hotel excludes liability for loss or damage to any item of equipment, stock or the like, to the fullest extent permitted by applicable law.

8 **DISCOTHEQUE MUSIC**

The policy of One Warwick Park Hotel is that guests requiring discotheque music should preferably use One Warwick Park Hotel nominated discotheque which will be engaged directly by the Customer. Should Customers prefer to use their own discotheque they will be required to sign our Bands & Disco Policy and be governed by the conditions therein.

9 **FINISHING TIMES**

The Customer acknowledges that the Event is to finish at the time stated in the Function Sheet; if the Event continues beyond this time We may at our discretion make an additional charge to cover extra expenses incurred and cover usual hire charges. Extensions beyond this Event finishing time are in any event subject to the licensing regulations referred to in Clause 4.

10 **CONFIRMATION OF FINAL CHARGEABLE NUMBERS**

The Customer shall inform Us of the estimated number of guests attending at the time of booking. The Customer shall notify One Warwick Park Hotel, in writing, not less than sixty (60) days prior to the Event of the anticipated numbers of Guests. This figure will be the minimum number chargeable for the Event. The provisions of this clause shall be subject to clause 2. The amount payable by the Customer shall be calculated on this anticipated number or the actual number attending, whichever is the greater.

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One Warwick Park Hotel shall attempt 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.

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The size of the function or conference 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, One Warwick Park Hotel reserves the right to change the allocated function room and make any additional charges. The provisions of this clause shall be subject to clause 2 of these Terms and Conditions.

11 CANCELLATION

By the

Customer:

a) Deposits

Deposits made to One Warwick Park Hotel are to be set against monies due or to become due from a Customer in respect of the Event booked. Deposits are non-refundable by One Warwick Park Hotel under any circumstances in the event of cancellation by the Customer.

b) Weddings

If the Customer cancels a wedding reception and/or ceremony, the following charges may be imposed at One Warwick Park Hotel discretion,

- i) For cancellations between thirty six (36) and twenty four (24) weeks prior to the date the charge will be fifty per cent (50%) of the Estimated Total Account for the event less VAT.
- ii) For cancellations between twenty four (24) and four (4) weeks prior to the date the charge will be seventy five per cent (75%) of the Estimated Total Account for the event less VAT.
- iii) For cancellations less than four (4) weeks prior to the date the charge will be 100% of the Estimated Total Account for the event less VAT.

c) Conferences and Functions

If the Customer cancels a conference or function, the following charges may be imposed at One Warwick Park Hotel discretion.

- i) For cancellations between twelve (12) and four (4) weeks prior to the start date the charge will be fifty per cent (50%) of the Estimated Total Account for the event less VAT.
- ii) For cancellations between four (4) and one (1) week prior to the start date the charge will be seventy five per cent (75%) of the Estimated Total Account for the event less VAT.
- iii) For cancellations less than one week prior to the start date, or failing to attend, the charge will be one hundred per cent (100%) of the Estimated Total Account for the event less VAT.

By One Warwick Park Hotel:

- a) With 28 days prior written notice;
- b) If One Warwick Park Hotel is required to do so due to events out of their reasonable control;
- c) If the Event is deemed to prejudice the reputation of One Warwick Park Hotel or the Markerstudy Group of Companies;
- d) If they become aware of any deterioration in Your financial situation such that We reasonably consider that you may not be in a position to fulfil Your express obligations under the terms of the Agreement; and
- e) If the Customer fails to pay any deposits within the time schedules as specified within the Agreement.

In the event One Warwick Park Hotel exercises their right to cancel this Agreement in accordance with the above, One Warwick Park Hotel will refund any deposit that the Customer has paid, One Warwick Park Hotel excludes all other liability. Customer acknowledges this limitation in One Warwick Park Hotel liability and waives their rights for any claim other than those in relation to any deposit paid.

12 NON-ARRIVAL CHARGES

Bedrooms reserved in conjunction with a conference or function and subsequently cancelled or not taken up will be subject to the cancellation policy set out in clause 10.

The Customer will also be liable for any expenditure incurred wholly or solely on behalf of the Customer in connection with the booking arrangements.

13 ALCOHOL, BEVERAGES AND FOOD POLICY

You may not bring outside food or drink into the Venue for use during the Event, unless agreed by Us in writing in advance of the Event.

14 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 the Customer shall pay to One Warwick Park Hotel

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on demand the amount required to make good or remedy any such damage.

15 ADDITIONAL CHARGES

The Customer shall pay One Warwick Park Hotel any charges incurred by the Customer or their guests for any food and beverage or other services supplied by One Warwick Park Hotel extra to this Agreement unless One Warwick Park Hotel has been

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instructed by the Customer in writing prior to the function to obtain payment for such charges direct from the person incurring such charges.

16 ADVERTISING

A booking for any part of the Venue does not confer on a Customer or his or her agent any right to use One Warwick Park Hotel name or One Warwick Park Hotel for advertising purposes. Any Customer or his or her agent must obtain consent from One Warwick Park Hotel before posting advertisements, direct mailing, or seeking media advertising or editorial coverage in the press, on radio or television or of any kind. One Warwick Park Hotel reserves the right to vet, amend or refuse the use of any poster, media statement or advertisement that refers to the Venue One Warwick Park Hotel's trading activities or any activity or event on One Warwick Park Hotel's premises.

17 USE OF OUTSIDE CONTRACTORS

Should the Customer wish to use any outside contractors or subcontractors ("**Outside Contractors**") at the Venue, the Customer must inform US of this intention at least thirty (30) calendar days before the Arrival Date.

Any Outside Contractors must adhere to One Warwick Park Hotel's reasonable rules (including but not limited to health and safety regulations and rules). We reserve the right, at Our sole discretion, to require any Outside Contractor to be removed from the Venue should they fail to abide by our rules or applicable laws and regulations.

In our sole discretion, we may require that the Outside Contractors provide proof insurance to be determined in our sole discretion based on the type of services the Outside Contractors shall provide. We also reserve the right to charge additional fees for this.

18 FORCE MAJEURE

Neither party shall be responsible for their failure to perform their obligations under the Agreement if circumstances beyond their reasonable control (including but not limited to, acts of God, governmental authority, declared war in the country in which the Venue is located, or terrorist attacks in the city in which the Venue is located) make it illegal or impossible for Us to hold the Event. The affected party may terminate the Agreement without liability upon providing written notice to the other party within ten (10) days of any such occurrence.

19 LIMITATION OF LIABILITY

- a) One Warwick Park Hotel will not be liable whether to the Customer, the Customer's employees, agents, representatives, guests or subcontractors or any third party for any loss of profit or of contracts or for any other consequential or economic loss howsoever caused.
- b) One Warwick Park 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.
- c) All exclusions or limitations of liability are separate and severable.
- d) Nothing in this Agreement limits or excludes One Warwick Park Hotel liability for:
 - i) death or personal injury caused by its negligence; or
 - ii) fraud or fraudulent misrepresentation.
- e) The Customer will fully indemnify One Warwick Park Hotel, its employees, agents, representatives and subcontractors against all claims howsoever raised 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 One Warwick Park Hotel 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.

20 RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

21 ASSIGNMENT

One Warwick Park Hotel may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22 SEVERANCE

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- a) If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- b) If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

23 MISCELLANEOUS

- a) Each party acknowledges that, in entering into this Agreement and the documents annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it's only liability in respect of the terms of this Agreement.
- b) This Terms and Conditions does not affect any rights which One Warwick Park Hotel or others may have under the Hotel Proprietors Act 1956 where the Act applies.
- c) These Terms and Conditions are subject to revision at the discretion of One Warwick Park Hotel.

24 GOVERNING LAW AND JURISDICTION

- a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- b) The parties irrevocably 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 (including non-contractual disputes or claims).