



DONNINGTON GROVE COUNTRY CLUB

STANDARD TERMS AND CONDITIONS RELATING TO MEETINGS AND EVENTS, RECEPTIONS, BANQUETS AND SIMILAR FUNCTIONS

These Standard Terms and Conditions apply to corporate meetings & events, receptions, banquets and similar functions held at our hotels and, together with the Contract, form the terms of the legally binding contract between you and us. You should read them carefully

1. Definitions and Interpretation

In these Conditions the following words shall have the following meanings: "Agreement" the entire agreement between you and us for the Services as set out in the Contract, in these Conditions, in the Credit Agreement if applicable, in any relevant directory or other literature published by us or on our behalf and in any further written agreement between us; "Booking" reservation made by us for you of the Facilities for the date or dates of the Event; "Contract" the contract attached to, or printed on the back of, these Conditions; "Conditions" these Standard Terms and Conditions; "Credit Agreement" a credit agreement entered into between you and us in order to allow for payment for the Event; "Estimated Price" the estimated Price stated in the Contract; "Event" the occasion or function to take place at the Premises in respect of which the Services are to be provided; "External Contractor" production companies, audiovisual companies, television, video or film crews, musicians, bands, live acts and any other performer, toastmaster, photographer and designers and any other person whom you engage in connection with the Event; "Facilities" the function suite or room, within the Premises, detailed in the Contract; "Premises" the Hotel premises where the services will be provided as set out in the Contract; "Price" the sum payable by you to us in respect of the provision of the Services; "Services" the provision of Facilities and/or the supply of food and other services to be provided by us to you for the Event as detailed in the Contract and any additional or varied services provided by agreement between us and you; "Standard Charges" the charges provided for in any price list or brochure or other material published by or on behalf of the Hotel prevailing at the commencement of the Event "we", "us", "our" and so on, the company named in the Contract as the company contracting with the Client or, if none is named, Sandtrend Ltd. Trading as Donnington Grove Country Club, company number 4460633 VAT No. 825 2310 61, and "you", "your" and so on the party, named in the Contract, for whom we have agreed to provide the Services.

The headings within these Conditions and the Contract are for convenience only and shall not affect their interpretation.

2. Booking

- 2.1 If you ask us, we may make a provisional reservation of the Facilities for the date or dates of the Event and send you, for signature, an appropriately completed Contract along with a copy of these Conditions. You must then sign and return to us the Contract within 5 days.
2.2 Such a reservation shall remain provisional until you sign and return the Contract. Once we receive this, we shall make a Booking.
2.3 You must let us have final details of your requirements in respect of the Services, for example as regards the menu, drink and any special dietary requirements, 14 days (or such other period as we may agree in writing) before the Event.
2.4 You must make sure that the information required under this Clause 2 is accurate and given to us on time. If we provide any additional or varied goods or services during the Event (for example, more wine or food) because you or anyone else attending the Event asks us to do so, you will pay us for that at our relevant Standard Charges, or any other rate agreed between us in writing.

3. Payment of Charges

- 3.1 Once we have discussed your requirements, we will state the Estimated Price in the Contract.
3.2 Where there is a Credit Agreement
3.2.1 If you enter into a Credit Agreement with us then payment shall be set out as therein but for the avoidance of doubt all sums must be paid to us by 14 days from the date of the Event.
3.3 Where there is no Credit Agreement
3.3.1 If no Credit Agreement is entered into then payment shall be on the following terms:

- 3.3.11 Once we have discussed your requirements, we will state the Estimated Price in the Contract;
3.3.12 At the date of returning the signed Contract to us you must pay 10% of the Estimated Price;
3.3.13 You must pay us 50% of the Estimated Price at least 6 weeks before the date of the Event. If the event is scheduled to take place within 6 weeks of the date on which you return the signed Contract to us then you must pay this sum at the same time as returning the Contract;
3.3.14 You must pay the rest of the Estimated Price, and any further money due for additional services agreed in terms of clause 2.4, no later than 2 weeks prior to the date of the Event.

Accordingly payments shall be made by you to us as set out in the table below.

Table with 2 columns: Date, Payments to be made by you. Rows: Date of return of the signed contract (10% of the Estimated Price), 6 weeks before the Event (50% of the Estimated Price), 2 weeks before the Event (100% of the Estimated Price).

Whether or not there is a Credit Agreement the remainder of this clause 3 shall apply.

- 3.4 Except to the extent that you have agreed credit terms with us, you will pay us anything else due to us in relation to the Event before you leave the Premises.
3.5 If you are late in paying us any money that is due to us under the Agreement then we may exercise such rights to interest and other charges as are available to us under the Late Payment of Commercial Debts (Interest) Act 1998 and related or other statutory provisions.
3.6 If you have any questions or complaints about the payment of charges then you must raise them with us in writing before the date on which payment becomes due. If you do not then you cannot later refuse to pay us the charges in question.

5. Cancellation by you

If you cancel an Event then we will suffer a loss of profit and you will pay us the following sums which, you agree, are a genuine attempt to pre-estimate that loss, depending on when you cancel:

Table with 2 columns: Cancellation period prior to the Event Date Specified on the Contract, % Estimated Price or Price if Cancellation. Rows: 14 days or less (90), 15 to 28 days (80), 29 to 60 days (75), More than 60 days (40).

You can cancel only by writing to us and such cancellation will be effective on the date we actually receive that notice. We will try to mitigate our losses by advertising or taking any other steps which we think will help and you will pay us all reasonable expenses which we incur as a result of your cancellation of the Event.

6. Provision of the Services

- 6.1 We shall provide the Services to you and your guests in terms of the Agreement. We may change the Facilities to a different suite or room within the Premises but where practicable will tell you first.
6.2 We may, without telling you first, make any alterations to the Premises which we must do to comply with health and safety or similar requirements. This shall not amount to a breach by us of the Agreement as long as it does not materially affect the nature or quality of the Services.
6.3 We promise us that no-one attending the Event (including you) shall bring any food or drink into the Premises or consume at the premises any prize won during the Event (unless we specifically allow you, in writing, to do so and we will have no liability whatever in respect of the consumption at the Event of any food or drink which we have not supplied.
6.4 You must tell us about any External Contractor whom you want to engage and must first get our written consent (which we do not have to give) to do so. If we ask you, you must give us copies of all required insurance policies for the External Contractor.
6.5 If we use the services of anyone else in connection with the Event, we give no warranty, guarantee or other assurance as to their quality, fitness for purpose or anything else altogether, where we can, we will assign to you the benefit of any warranty or guarantee given by that other person.

7. Confirmation of Numbers Attending the Event and Room Lists

- 7.1 When we ask you, you must tell us how many people will be attending the Event. Even if we do not ask you, you must tell us no later than 14 days before it. If, after you tell us, you want more people than stated on the Contract to attend then you can ask us to allow that but we do not have to do so. You will have to have our written agreement, before the Event, to any such an increase in numbers and, if we have not agreed, we may refuse to allow people to attend the Event in excess of the number stated on the Contract. If fewer people than the number stated on the Contract attend the Event, you will still have to pay us the Price that would have been due for the Services for the number stated on the Contract.
7.2 Where a Booking includes bedroom accommodation, full details of the number of persons staying, together with the type of accommodation and the length of stay must be stated in writing, no less than 14 days prior to the date of the Event or sooner if required. The names of those occupying each room must be given, in writing at least 14 days before the Event.

8. Use of the Premises

- 8.1 We must comply with certain statutory and common law obligations, such as, liquor licensing rules, fire regulations and Health and Safety regulations. You will make sure that everyone who attends the Event complies with any requests that our staff may make in order that we can meet these obligations.
8.2 You are responsible for making sure that no-one attending the Event acts in an improper or disorderly manner, that they all leave promptly at the appropriate time and comply with all reasonable requests we or our staff may make of them. If they don't, you will pay us compensation for any loss that this causes us, including any legal fees reasonably incurred.
8.3 We can refuse admission to anyone, or ask him to leave, if we or any member of our staff thinks that he is behaving inappropriately.
8.4 Any property that you or anyone attending the Event brings onto the Premises is brought entirely at the owner's risk and we will not assume custody of any such items. Subject to the Hotels Proprietors Act 1956, we will not accept any liability for damage or loss to items of property that are left unattended or overnight within the Premises.
8.5 We will not be liable for damage or loss sustained by you, anyone attending the Event or External Contractors arising from the acts or omissions of anyone attending any other event at the Premises.

9. Access Times

Access to the Facilities shall only be afforded to you by us during the times stated in the Contract. We reserve the right to clear the Facilities at any other time

where we deem it to be necessary for the efficient operation of its business. We also reserve the right to make an additional charge if those attending the Event do not leave the Facilities at the agreed time.

10. Additional charges

- 10.1 We may review, and alter without notice, our prices from time to time. In the event that a reasonable price change is applied in respect of a Booking, you cannot cancel the Agreement if that increase is in line with inflation or does not exceed an additional 10% above the Estimated Price on the Contract.
10.2 Unless we agree otherwise, the Price is deemed to include Value Added Tax charged, where applicable, at the rate prevailing at the time the Price is calculated. If, through the actions of any lawful authority taken after you have signed the Contract, an increased rate of VAT or a new or additional tax or levy becomes payable in respect of the Services then you will pay us a sum equivalent to any additional VAT, tax or levy.

11. Force Majeure

We may cancel the Agreement, without liability to you, by writing to you, if we are prevented from, or delayed in, carrying out our obligations due to circumstances beyond our reasonable control including but not limited to accident or breakdown of machinery, acts of God, compliance with any law or Governmental order, riot, regulation or direction, war or national emergency, riot, civil commotion, an act or threatened act of terrorism, fire, explosion, flood, epidemic, non compliance of any subcontractor, strike or industrial action (not involving that party's employees) or failure of any service. Each of these things will be known as a Force Majeure event. For the avoidance of doubt, we shall not be liable for the occurrence of a Force Majeure event during the Event.

12. Liability

Nothing in this Agreement shall restrict the liability of either you or us for death or personal injury sustained by either of us or our employees, suppliers or any third party.

Neither we nor any associated company shall be liable to you or anyone else for any loss or damage whatever, whether or not caused by our negligence or that of any of our employees or any other party involved, whether directly or indirectly except as provided by statute (where such provision cannot be excluded by contract). Any such liability that does arise shall be limited to a sum equal to the Price.

You will indemnify us and any associated company against any claim, including legal fees, made against us as a result of anything that is said or done by you or any of your employees, or anyone attending the Event or any External Contractors hired by you for the Event.

13. Severance

Each provision in this Agreement shall be independent and severable from the remaining provisions and enforceable accordingly. If for any reason any such provision cannot be enforced then it shall either be removed from the Agreement or replaced by a clause, the provisions of which shall be as commercially close to those removed as reasonably practicable. For the avoidance of doubt, if removed, the remaining clauses shall continue in full force and effect.

14. Waiver

If we do not enforce, or delay in enforcing, any provision of this Agreement then that is not a waiver of our rights to do so.