

terms and conditions

In these terms and conditions ("terms"), which apply to all bookings, the expression "the Hotel" means the Hotel specified in the Clients confirmation and "the Client" means the person, firm or company booking the Hotel.

1 Booking Confirmation

- 1.1 Any booking is provisional until the Hotel receives a signed copy of these terms from the Client or written confirmation of booking from the Client, of which will be deemed to be the Client's acceptance of these terms.
- 1.2 Payment of the deposit will also be deemed as acceptance of these terms.

2 Numbers

- 2.1 Provisional minimum numbers will be required at the time of booking and the Hotel's minimum charge will be based on those numbers.
- 2.2 Day and residential conference packages are based on a minimum of 10 persons and the size of the function space allocated is based on the expected number of attendees.
- 2.3 At least 36 days prior to arrival, the Client will provide the Hotel with up to date guest numbers and if appropriate, a rooming list.
- 2.4 At least 28 days prior to arrival, the Client will provide the Hotel with final guest numbers. The final charge to the Client will be calculated using this number or the actual number attending, whichever is the greater, provided that the minimum charge is exceeded.
- 2.5 If the actual number attending is 90% or less of the final number booked, the Hotel may change the allocated function space.
- 2.6 All functions, weddings, banquets etc. will agree to a minimum charge for the hire of the Riverhead Suite. Details on request.
- 2.7 90% of all guests must be catered for on evening buffets.

3 Cancellation and Postponement

- 3.1 Cancellations or postponements of the event will result in the charges as below becoming due. In each case, the percentage charged is based on the advance notice of cancellation given and applies to the estimated total cost of the booking. Conferences: Weddings, banquets and other functions: up to 40 weeks 25% from 28 weeks to 16 weeks 50% from 40 days to 7 days 50% from 15 weeks to 6 weeks 75% Less than 7 days 100% less than 6 weeks 100%
- 3.2 The Hotel will try to re-let the allocated conference or function space and any related bedrooms and a reduction of the cancellation charge may be made at the Hotel's discretion.
- 3.3 In addition to the charges payable Clause 3.1 the Client agrees to reimburse the Hotel for any costs incurred by it arising from the consequential cancellation of the Hotel's arrangement with third parties.
- 3.4 Clients will be subject to the cancellation charges in Clause 3.1 if bedrooms reserved by the booking are not taken up or cancelled.
- 3.5 A charge will be made for anticipated lost bar revenue.

4 Changes and Cancellation by the Hotel

- 4.1 The Hotel reserves the right, without prior notice, to change the Client's assigned room(s) for one(s) of equal suitability without affecting any minimum or other charge.
- 4.2 The Hotel may cancel the booking at any time and without liability to the Client if:
 - 4.2.1 The Client is more than 28 days in arrears with payment to the Hotel.
 - 4.2.2 The Client is unable to pay the debits as they fall due.
 - 4.2.3 Any part of the Hotel is closed or unable to operate for the specified designation.

5 Deposits

- 5.1 For weddings, banquets and social functions, deposits are payable as follows:
 - On booking a wedding £500
 - On booking a function £500
 - 28 days before the event the outstanding balance
- 5.2 For bookings other than those in Clause 5.1, such as conference and meetings, the Hotel reserves the right to require payment of a deposit at any time prior to arrival, the amount being determined by the Hotel. In all cases, if the Client fails to pay a deposit within seven days of being requested to do so then the Hotel may treat the booking as cancelled.
- 5.3 In the event of cancellation by the Client, any deposit paid will be non-refundable.

6 Prices and Payment

- 6.1 Prices quoted are subject to variation up to 12 weeks prior to arrival after which, except for variations due to Client requirements, they may only vary due to changes in Value Added Tax or other reasons outside the Hotel's control, in which case they will be immediately notified to the Client.
- 6.2 Payment is by cash, cheques or such credit cards as are recognized by the Hotel and to limits accepted by the Hotel from time to time. 2% surcharge applies to Amex cards.

- 6.3 Credit facilities with the Hotel are available to corporate accounts. Completed credit application forms are required at least 28 days prior to the date from which credit is required. The Hotel is under no obligation to grant credit. Credit facilities are not offered to private individuals.
- 6.4 All sums payable under this agreement are due for payment on presentation of the invoice. In the event of any query relating to the invoice, the Client must notify the Hotel within 7 days of the invoice date and the Client's obligation to pay any outstanding balances immediately will not be affected.
- 6.5 The Hotel reserves the right to charge interest at a rate of two percentage points per year above HSBC Bank base rate on any outstanding balance.
- 6.6 For weddings the payments should be made as:
 - £500 – deposit
 - 50% 3 months before
 - Remaining balance 1 month before

7 Corkage

- 7.1 No wines, spirits, beers or food may be brought into the Hotel or its grounds by the Client, guests or representatives, for consumption or sale on the premises without the express written consent of the Hotel and for which a charge will be made by the Hotel and indemnity forms completed.

8 Etiquette and Controls

- 8.1 The Hotel reserves the right to judge acceptable levels of noise or behaviour of the Client, guest or representatives and the Client must take all necessary steps for corrective action. In the event of failure to comply with management requests, the Hotel reserves the right to terminate the booking or stop any event without being liable for any refund or compensation.
- 8.2 It is the Hotel's policy not to discriminate on the grounds of race, colour, nationality, creed, sex, marital status, ethnic origin or disability. The Client, its guests and all sub-contractors engaged by or on behalf of the Client are expected to adhere to this policy, and the Hotel reserves a right, without incurring any liability to the Client, to remove from the Hotel any person or persons offending against this policy.
- 8.3 The Hotel and the events it hosts, are subject to statutory controls, including those relating to fire, licensing and entertainment, and must be strictly observed by Clients and their guests and representatives. If for any reason an event is closed by an outside official source, the Hotel will not be liable for compensation in any way.

9 Outside Services

- 9.1 Prior consent of the Hotel must be received for any entertainment or services contracted by the Client.
- 9.2 The Client will ensure that any outside contractor reports to the Hotel Duty Manager and signs a contractor indemnity form. The Hotel may, in its absolute discretion, refuse access to any contractor.
- 9.3 Prior consent of the Hotel must be received for any display to be fixed and all displays must comply with statutory codes and regulations.

10 Liabilities

- 10.1 Other than for death or personal injury caused by negligence, the Hotel, its manager and staff will not be liable for any loss, damage or expense to any person or thing however caused.
- 10.2 Unless the Hotel is liable under Clause 10.1, the Client will indemnify the Hotel from and against any and all liability and any claims, costs, demands, proceedings and damages resulting or arising from the booked event or function, the Client, its guests and any outside contractor.
- 10.3 The Client is responsible for any damage caused to the allocated rooms, furnishings, utensils and equipment in them by any act, default or neglect of the Client, its guests or sub-contractors and shall pay to the Hotel on demand the amount required to make good or remedy any such damage. (This includes bedrooms).

11 General

- 11.1 The Hotel's name, telephone and facsimile numbers, logo and the name BEST WESTERN Donnington Manor Hotel and derivatives must not be used in any advertising or publicity without the express prior written consent of the Hotel's General Manager.
- 11.2 This contract is not assignable by the Client without prior written consent of the Hotel.
- 11.3 Any notice or invoice under these terms will be duty served on either party if delivered to their address as last notified in writing to the other party.
- 11.4 This contract will be constructed in accordance with English Law and the Hotel and Client submit to the non-exclusive jurisdiction of the English courts.

N.B We recommend you take out insurance on your event.