

The Elvetham – General terms and conditions

These general terms and conditions will apply to and govern your Booking; (not applicable to weddings) 'Booking' means the provisional booking made by you and confirmed by you and accepted by us (which booking will set out details of the Event, the number of attendees and the facilities, rooms and bedrooms required for the Event and any other special requirements); 'Event' means that which is detailed in the provisional booking; 'we' or 'us' means The Elvetham Hotel Ltd; 'Venue'; 'Venue' means The Elvetham Hotel Ltd; 'you' means the person, firm or company booking the Event.

1. BOOKINGS

- 1.1 Provisional bookings will be held for a maximum of 7 days from the date made by you and acknowledged by us and if not confirmed by you by the end of that period, except where we have agreed an extension of this period the conference/Event facilities, rooms and bedrooms provisionally booked will be released and the provisional booking will lapse.
- 1.2 Provisional bookings must be confirmed in writing to the addresses overleaf and a legally binding contract will exist between us once we have accepted your confirmation.
- 1.3 Notwithstanding the above, not less than 10 days prior to the date of the Event you must notify us in writing, by e-mail or by telephone of any changes in the particulars of your confirmed booking (including final numbers).
- 1.4 The Event facilities, rooms and/or bedrooms allocated to your Booking is based on the number of attendees set out in your Booking. If you notify us pursuant to clause 1.3 above that the number of attendees is less than 80% of your Booking, we reserve the right to change or reduce the facilities allocated to your Booking proportionately.
- 1.5 We may require the payment of a deposit of up to 100% of the full amount payable by you for the Booking before extra chargeable services/items either when making a provisional booking or on the confirmation of your provisional booking.

2. PAYMENT

- 2.1 For Private clients, a deposit of £500.00 or £1000.00 (depending on the size of booking) is requested. All bookings will need to be guaranteed by a credit card in order to confirm a reservation. We will obtain authorisation for the full 'estimated' amount based on the provisional booking one week prior to the event. Following the event an accurate invoice will be calculated and sent. Payment is respectfully requested within 14 days. In the event of cancellation charges or late payments, the authorised credit card will be used to cover these amounts.
- 2.2 For corporate clients credit facilities may be available, by prior arrangement and by completion of the Credit Account Application Form. Credit terms must be agreed at least 7 days prior to the Event.
- 2.3 Extra charges will be payable at the rates published from time to time and in force at the date of the Event, details of which will be provided to you at or prior to the commencement of the Event or on request.
- 2.4 We will invoice you for the Event and extra chargeable services/items used/consumed, to the extent that the liability for such extra chargeable services/items has not been settled in full by the attendees incurring them on or prior to their departure from the Venue. Our invoice(s) must be settled in full within 14 days of the invoice date (pursuant to clause 2.1).
- 2.5 We reserve the right to charge interest at 2% above the base rate of HSBC from time to time on all outstanding balances (including in respect of extra or additional charges) from the date due until the date of payment in full.
- 2.6 All prices or charges are exclusive of VAT where applicable.

3. CANCELLATION OF THE BOOKING BY YOU

- 3.1 If you cancel the Booking, the following charges will apply:-

- Between 16 and 12 weeks prior to the date of the Event (pursuant to clause 3.2)	25%
- Between 12 and 8 weeks prior to the date of the Event (pursuant to clause 3.2)	50%
- For cancellation less than 8 weeks prior to the date of the Event (pursuant to clause 3.2)	100%

in each case the percentage of the amount set out in your provisional booking or the confirmed booking whichever is the higher.
- 3.2 If you cancel the Booking we will use our reasonable endeavours to re-let the Event facilities, rooms and bedrooms allocated to your Booking and we will reduce the cancellation charge proportionately to the extent that we are successful in re-letting the Event facilities, rooms or bedrooms.
- 3.3 Once the booking has been confirmed pursuant to clause 1.2 any reduction in the numbers attending the event will be charged fully at the appropriate rate.

4. CANCELLATION OF THE BOOKING BY US

- 4.1 It may be necessary due to circumstances beyond our reasonable control to change or cancel your Booking in which case we will notify you of such occurrence and use our reasonable endeavours to offer alternative arrangements of a similar standard. You can accept the alternative arrangements, or cancel your Booking and if you cancel we will refund all monies paid by you to us in respect of the Event.
- 4.2 We reserve the right to cancel your Booking if (i) the Venue or part of the Venue is closed; or (ii) you become insolvent or bankrupt or otherwise unable to pay your debts as they fall due; or (iii) you are more than 30 days in arrears with any payment due to us; or (iv) in our reasonable opinion your proposed activities or the Event might prejudice the reputation of the Venue.
- 4.3 Events are requested to finish at the time agreed when the booking is made. Extensions to this time may be chargeable and are at the sole discretion of the Venue.

5. YOUR RESPONSIBILITIES

- 5.1 You will use your best endeavours to ensure that your attendees their guests/invitees, your staff comply with our reasonable instructions in the event of an emergency.
- 5.2 You will provide a full list of names of attendees not less than 7 days before the Event. The number of attendees shall not exceed the number set out in your original booking without our prior written consent.
- 5.3 You will be responsible for any damage howsoever caused to the Venue and its contents by bringing onto its premises or the removal from its premises of any item of equipment, and shall be liable to make good any damage so caused and you will be responsible for the conduct of your staff, attendees their guests/invitees/your staff at or during the Event or prior to your or their departure from the Venue and shall be liable for any loss, costs or expenses incurred by us as a result of any act or omission of such person.
- 5.4 You will use your best endeavours to ensure that your attendees, your or their guests/invitees/your staff do not affix anything to the walls, floors or ceilings of the Venue without our prior consent.
- 5.5 You will use your best endeavours to ensure that your staff do not display any posters, directional signs or other material at the Venue without our prior consent.
- 5.6 You will not and will use your best endeavours to ensure that your attendees, their guests/invitees or your staff do not bring any food or beverages into the Venue and only food and beverage supplied by us shall be consumed on or at the Venue.

6. LIMITATION OF LIABILITY

- 6.1 We, The Elvetham, its Directors and/or its/their associated companies accept no responsibility whatsoever in respect of theft, damage, accident, death, or loss of any kind, howsoever caused to you, your attendees/staff, their guests/'invitees' and your/their property, possessions. No liability is accepted in respect of our provision of the venue or any liability whatsoever in respect of any third party supplier independently arranged by yourselves or arranged and/or recommended by us.
- 6.2 We reserve the right to refuse to admit to the Venue or Event any attendee, their guests/invitees, or your staff for any reason whatsoever.

7. DATA PROTECTION

- 7.1 We may wish to access any information you provide when making or confirming a Booking or which is provided by you to us for marketing purposes such as sending you latest offers and new brochures. If you do not wish to receive these communications please notify us when confirming your provisional booking or write to our Marketing Department.
- 7.2 If you do not wish us to pass information referred to in 7.1 above to third party service providers in order that they may send you information on products they feel would be relevant to you, please notify us when confirming your provisional booking or write to our Marketing Department.

8. GENERAL

- 8.1 If any part of these terms and conditions is found to be invalid or unenforceable, then the remainder of these terms and conditions will not be affected but will remain valid and enforceable.
- 8.2 These terms and conditions shall be governed and construed in accordance with English law.