

# The Elvetham – Christmas Parties Terms and Conditions 2010

These terms and conditions will apply to and govern your Booking. 'Booking' means the provisional booking made by you and confirmed by you and accepted by us. 'Event' means that which is detailed in the provisional Booking; 'we' or 'us' or 'venue' means The Elvetham Hotel Limited; 'you' means the person, firm or company booking the Event.

## 1. BOOKINGS

- 1.1 Provisional bookings will be held for a maximum of 10 days and if not confirmed by you at the end of that period, except where we have agreed an extension of this period, will be deemed to have been cancelled.
- 1.2 Provisional bookings must be confirmed in writing.
- 1.3 Bookings made less than 8 weeks prior to the event will be confirmed only on receipt of full payment for the total booking value.

## 2. PAYMENT

- 2.1 Until 30<sup>th</sup> June 2010, we require a non-refundable non-transferrable deposit payment of 25% of the total booking value at the time of confirming a provisional booking. Thereafter, 50% deposit is required, on the same basis as above and the balance to be paid 8 weeks prior to the event.
- 2.2 The non-refundable and non-transferrable final balance of the booking value is due 8 weeks prior to the event. Non payment of this balance will result in the booking being deemed cancelled by you, without refund of any deposit already paid.
- 2.3 Credit facilities may be available, by prior arrangement by completion of a Credit Account Application Form.

## 3. CANCELLATION OF THE BOOKING BY YOU

- 3.1 All cancellations must be received in writing.

## 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 and in which case we will notify you of such an occurrence and use our reasonable endeavours to offer alternative arrangements of a substantially similar standard. You may then accept the alternative arrangements, or cancel your Booking without charge and we will refund all monies paid in respect of the Event.
- 4.2 We reserve the right to cancel your Booking if (i) you become insolvent or bankrupt or otherwise unable to pay your debts as they fall due; or (ii) you are in arrears with any payment due to us; or (iii) in our reasonable opinion your proposed activities or the Event might prejudice the reputation of The Elvetham.

## 5. YOUR RESPONSIBILITIES

- 5.1 You will use your best endeavours to ensure that your attendees/guests/invitees/staff comply with our instructions in the event of an emergency.

- 5.2 You will provide a full list of names of the attendees who are to have pre-booked accommodation not less than 7 days before the Event.
- 5.3 You will be responsible for any damage caused to the Venue and its contents. You shall be liable to make good any damage caused and you will be responsible for the conduct of your attendees/guests/invitees/staff. You 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/guests/invitees/staff do not affix anything to the walls, floors or ceilings without our prior consent. You will also ensure that your staff do not display any posters, directional signs or other material without our prior consent.
- 5.5 You will use your best endeavours to ensure that your attendees/guests/invitees/staff do not bring any food or beverages onto the premises and only food and beverage supplied by us shall be consumed on the premises.

## 6. LIMITATION OF LIABILITY

- 6.1 We, The Elvetham Hotel Limited, its Directors and or its/their associated companies and personnel 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 and accept no liability arising in respect 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 admission to the Venue for any reason whatsoever.

## 7. DATA PROTECTION

- 7.1 We may wish to use any information you provide for marketing purposes such as sending you latest offers and new brochures. If you do not wish to receive these communications please notify us.

## 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.

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Christmas 2010