

## **TERMS AND CONDITIONS OF CONTRACT**

**Client :**

**Date and Time of Event:**

### **1 Interpretation**

1.1 In these Terms:

“Booking Contract”; means the Booking Contract setting out the specific details of the Client’s Reservation;

“Cancellation Charges” means the charges to be paid by the Client pursuant to clause 6;

“Client” means the person(s) or corporate entity for whom the Hotel has agreed to provide the Services in accordance with these Terms;

“Contract” means the contract between the Client and the Hotel for the supply of the Services in accordance with these terms

“Deposit” means, subject to clause 3, the deposit required by the Hotel to secure the Services;

“External Supplier” means any supplier contracted by the Client, who shall have access to the Hotel, or whose equipment shall be used in the Hotel, including without limitation, musicians, performance artists, florists, photographers and any other party who is contracted by the Client in connection with any of the Services;

“Hotel” means Cedars Hotel Ltd

“Information” means any information reasonably requested and required by the Hotel to fulfil the provision of the Services, including, where applicable, the information set out in the Schedule;

“Package Charges” means the fixed price charges for the provision of Services on specific dates, as detailed on the Hotel’s website or literature;

“Reservation” means a reservation for the provision of Services;

“Schedule” means the schedule attached to these Terms detailing information relating specifically to weddings;

“Services” means function room hire and associated services, including where applicable accommodation, dining and beverages, and any other services agreed in writing between the Hotel and the Client;

“Standard Charges” means the charges in force from time to time for the Services, detailed in any brochures or other published literature, or on the Hotel’s website;

“Terms” means the terms and conditions set out in this document.

1.2 Headings do not affect the interpretation of these Terms.

### **2 Basis of sale**

2.1 The Hotel consider these Terms, the Schedule, the Information and the Booking Contract to set out the whole agreement between the parties in respect of the provision of the Services. The Client should ensure that they read and understand these Terms before they make a Reservation, and check that the details of their Reservation and the Booking Contract are complete and accurate, because they will be bound by the Terms, and the Contract will be formed, once the Hotel has confirmed the Reservation in writing.

2.2 The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Hotel which is not set out in these Terms. Any samples, drawings, descriptive matter or advertising issued by the Hotel, and any descriptions or illustrations contained in the Hotel's brochures or on its website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract between the Hotel and the Client for the supply of the Services, and the Hotel reserves the right to alter, substitute or withdraw any Service, facility or amenity so detailed.

2.3 These Terms apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 The Hotel has the right to revise and amend these Terms from time to time.

### **3 Reservations and Deposit Payments**

3.1 All Reservations are accepted at the Hotel's discretion and are conditional on the Client supplying credit/debit card details and giving their authority for the Standard Charges or Package Charges to be withdrawn from their bank account (including Cancellation Charges) in accordance with clause 5 and the Schedule (where applicable).

3.2 If credit/debit card details and withdrawal authority as set out in clause 3.1 are not given by the Client, the Reservation may not be accepted by the Hotel.

3.3 Provisional reservations will be held for 14 days. If a letter of confirmation of the reservation and the Deposit is not received by the Hotel within that period, the provisional reservation may be cancelled. Upon confirmation of the reservation and receipt of any required Information, the Hotel shall send the Client a Booking Contract.

3.4 The Hotel will advise the Client of the amount of Deposit required at the time of making a Reservation (unless otherwise detailed in the Schedule, where applicable). The Deposit is non-refundable.

#### **4 Supply of the Services**

4.1 The Hotel shall provide the Services to the Client in accordance with these Terms, the Information and the Booking Contract.

4.2 The Client shall ensure the accuracy of the Information provided to the Hotel, and the details of the Booking Contract. The Hotel shall not be liable for any loss or damage resulting from its reliance on the Information and the Booking Contract.

4.3 The Hotel may at any time, and at its discretion, make any changes to the Services which do not materially affect the nature or quality of the Services or which: (a) are necessary to comply with any applicable safety or other statutory requirements; (b) arise as a result of any event beyond the Hotel's reasonable control, including without limitation external supply difficulties. In such circumstances, the Hotel shall use reasonable endeavours to communicate any such changes to the Client as soon as reasonably practicable.

4.4 The Hotel, and all events held within the premises and grounds, are subject to statutory controls, including those relating to fire, licensing and entertainment, which must be strictly observed by the Client and all their guests.

#### **5 Charges and Payment**

5.1 The Standard Charges or Package Charges payable by the Client shall be confirmed by the Hotel.

5.2 The Hotel may vary the Standard Charges or Package Charges from time to time, although price changes will not affect Reservations that the Hotel has already confirmed in writing.

5.3 All charges quoted to the Client for the provision of the Services are inclusive of any VAT unless otherwise stated.

5.4 Payments to be made by the Client in respect of the Deposit and the Standard Charges or Package Charges are to be made on the date(s) and in the amounts as directed by the Hotel, or as otherwise specified in the Schedule, where applicable.

5.5 Any additional charges due to the Hotel from the Client for the Services or otherwise as set out in these Terms shall be paid by the Client on presentation of an invoice. All invoices are payable within 14 days of the date of the invoice.

5.6 If the Client does not make any payment due to the Hotel by the due date for payment, the Hotel may charge interest on the overdue amount at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. Interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgement.

5.7 Without limiting any other remedies or rights that the Hotel may have, if the Client does not make a payment on time, the Hotel may cancel or suspend performance of the Services until the Client has paid the outstanding amounts.

#### **6 Cancellations and Cancellation Charges**

6.1 All cancellations must be notified in writing to the Hotel. The cancellation notice shall not be valid until an acknowledgment has been sent by the Hotel to the Client.

6.2 If notice of cancellation is given by the Client in accordance with clause 6.1 less than 6 months but more than 4 months prior to the date on which the Services are required or shall commence, the Hotel will invoice the Client for 20% of the anticipated final balance. If notice of cancellation is given less than 4 months but more than 2 months prior to the date on which the Services are required or shall commence, the Hotel will invoice the Client for 40% of the anticipated final balance. If notice of cancellation is given less than 2 months prior to the date on which the Services are required or shall commence, the Hotel will invoice the Client for 80% of the final balance. In each case, the anticipated final balance shall be based on the later of (i) the minimum number of guests required as detailed by the Hotel when the Reservation was made, or (ii) where anticipated numbers

have been provided by the Client, the anticipated number, or (c) where final numbers have been provided by the Client, the final number.

6.3 The Hotel may change/cancel the booking at any time and without liability to the Client, if:

- (a) the Client is unable to pay its debts, or if the Hotel becomes aware of any changes to the Client's financial situation;
- (b) the Client makes any significant changes to the Information or Booking Contract that may result in amendments to the Services offered by the Hotel;
- (c) if the booking or reservation might, in the opinion of the Hotel, prejudice the reputation of the Hotel;
- (d) any part of the Hotel is closed or unable to operate for any reason beyond the Hotel's control.

## **7 External Suppliers**

7.1 The Client must obtain the prior written permission of the Hotel if they wish to book any External Supplier. The Hotel reserves the right to refuse access to any External Supplier.

7.2 The sole responsibility for the transportation and setting up of any cakes, displays, fountains or any other external product lies with the client. After the Clients have cut the first slice of the cake, the Hotel staff will, if required, cut the remainder of the cake, but clear written instructions must be given on how much of the cake should be cut, when it should be served, and whether the client wishes to take any unused/uncut cake home. Any unused cake that you wish to keep must be removed from the Function Room at the end of the Event. The Hotel will not accept responsibility for the cake once the Event has finished.

7.2 Any electrical equipment the Client/External Supplier wishes to use that is not the property of the Hotel can only be used with the Hotel's prior written permission. All such equipment must comply with all relevant regulations and safety standards. The Hotel may at its discretion arrange for its own contractors to inspect any such equipment. The cost of such inspection shall be borne by the Client. The Client will comply with any requirement or direction imposed by the Hotel following such inspection.

7.3 The External Supplier shall be solely responsible for any loss or damage to any property, or injury to any persons, arising as a result of any act, omission or negligence of the External Supplier, and/or their equipment, whether electrical or otherwise, brought or used at the Hotel.

7.4 If so requested by the Hotel, the Client must supply to the Hotel copies of the External Supplier's relevant insurance policies, and any other documentation required by the Hotel.

7.5 The Client will comply with any requests of the Hotel in connection with the construction of any displays, signage, exhibition stands and equipment that the Client and/or an External Supplier, wishes to bring into the Hotel.

## **8 Hotel Liability**

8.1 Subject to clauses 8.2 to 8.4, if either party fails to comply with these Terms, neither party shall be responsible for any losses that the other suffers as a result, except for those losses which either party could reasonably foresee would result from the failure to comply with these Terms.

8.2 Neither the Hotel nor the Client shall be responsible for losses that result from their failure to comply with these Terms, including but not limited to losses that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of anticipated savings;
- (d) loss of data.

However, this clause 8.2 shall not prevent claims for foreseeable loss of, or damage to, either party's physical property, provided caused by the other party's act, omission or negligence, or in the case of the Client's guests (for which the Client is responsible for), the guest's act, omission or negligence.

8.3 Subject to Clause 8.4, the Hotel's aggregate liability under the Contract (including any liability for the acts or omissions of its employees, agents, consultants or subcontractors) whether in respect of breach of contract, breach of statutory duty, misrepresentation, tort (including negligence) or otherwise, shall not exceed [the Standard Charges or Package Charges charged by the Hotel for the Services]. [Note: it is a commercial decision for you as to the level of the financial cap that you want to place on your liability. However, consideration should be had to the risk to you under the contract and the value of a contract, but also, the cap should not be so low that it would be unreasonable in the context of what a Client's losses may be].

8.4 Nothing in this Contract shall limit or exclude the Hotel's liability (if any) for:

- (a) breach of section 2 of the Supply of Goods and Services Act 1982;

- (b) fraud or fraudulent misrepresentation; or
- (c) personal injury or death resulting from the Hotel's negligence.

8.5 The Hotel will not be responsible for loss or damage to the property of the Client or any of their guests, if applicable, including without limitation, gifts and decorations, whilst on the Hotel's premises, unless caused by the negligence of the Hotel.

8.6 The Hotel reserves the right to charge the Client for the cost of rectifying damage, caused by the Client or any of their guests, if applicable, to the Hotel's property, decoration or structure. In such an event, the Hotel shall have the right to make a charge to the Client's credit/debit card, or send an invoice for the amount to the Client. The Hotel will, however, make every effort to rectify any damage internally prior to contracting specialists to make the repairs, and therefore will make every effort to keep any costs that the Client incurs to a minimum.

8.7 The Hotel reserves the right to charge the Client the cost of replacing any items belonging to the Hotel which are removed from the Hotel by the Client or any of their guests without consent (including any carriage charges). In such an event, the Hotel reserves the right to make a charge to the Client's credit/debit card, or send an invoice for the amount to the Client.

8.8 It is the Hotel's policy that all of its guests have the right to be treated with dignity and respect, and as a responsible host the Hotel believes that it has a duty to its guests to protect them from inappropriate behaviour. Should any actions by a Client or any of their guests be deemed inappropriate by the Duty Manager of the Hotel, or if any inappropriate behaviour is brought to the attention of the Duty Manager of the Hotel, the Hotel reserves the right, after any allegations have been investigated, to take action against the Client. Depending on the severity of the actions, the Police may become involved at the Hotel's discretion, or the Client and/or their guest(s) responsible may be asked to leave the Hotel.

8.9 All vehicles parked at the Hotel are parked at the owners' risk, and the Hotel accepts no responsibility or liability for any loss or damage to such vehicles. If a vehicle is left in the Hotel car park without the Hotel's written consent for more than 8 hours after the owner has checked out, the Hotel reserves the right to remove the vehicle at the owners' expense.

## **9 Events outside the Hotel's control**

9.1 The Hotel will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by events outside of its reasonable control (Force Majeure Event), including (without limitation), the following:

- (a) strikes, lock-outs or other industrial action; or
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- (d) problems with suppliers, employees, contractors; or
- (e) impossibility of the use of public or private telecommunications networks.

9.2 The Hotel's obligations under these Terms are suspended for the period that the Force Majeure Event continues, and the Hotel will extend the time to perform these obligations for the duration of that period. The Hotel will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which its obligations under these Terms can be performed despite the Force Majeure Event.

## **10 Termination**

10.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other party if the other party commits any material breach of these Terms, or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed. In addition, the Hotel may terminate the Contract by giving written notice to the Client if the Client fails to make any payments due under the Contract in accordance with these Terms.

10.2 A change of date or postponement of the wedding will be treated by the Hotel as a cancellation, and as such

Cancellation Charges will apply. Payments cannot be transferred to alternative dates. The Hotel cannot make any commitment regarding availability of any alternative dates.

## **11 Notices**

All notices sent by the Client to the Hotel must be sent to the Hotel's registered office address, being Needham Road, Stowmarket IP14 2AJ. The Hotel may give notice to the Client at either the email or postal address provided to the Hotel. Notice will be deemed received and properly served, in respect of an e-mail, 24 hours after being sent, and in respect of post, two days after the date of posting.

## **12 Variation of Contract**

Any variation of the Services as originally agreed, or the Terms, must be agreed by the Client and the Hotel in writing.

## **13 General**

13.1 The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other conditions and warranties (other than set out in the Contract), express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

13.2 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

13.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.4 The Client may not transfer any of their rights or obligations under these Terms to another person without the Hotel's prior written consent, which the Hotel will not withhold unreasonably. The Hotel can transfer all or any of its rights and obligations under these Terms to another organisation, but this will not affect the Client's rights under these Terms.

13.5 A person who is not a party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

13.6 The Contract, 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 English Law, and the parties consent to the non-exclusive jurisdiction of the English Courts in all matters regarding it.

## **14 Payments**

14.1 The Hotel accepts all major credit cards, although confirmation may be obtained from the Hotel directly prior to making payment. Bank automated transfer, cleared Cheques and cash are also accepted.

## **15 Final Numbers**

15.1 Final chargeable numbers must be confirmed in writing at least 14 days prior to the Client's Event date and accompanied by a signed copy of the Booking Contract. The Hotel requires that you cater for 100% of Guests who will be attending your event, unless you specifically request, in writing, that you wish the Hotel to cater for a lesser number.

15.2 The numbers stated in the Final Contract will be the number that is catered for and no further supplies of food can be provided on the day.

## **16. Entertainment**

16.1 The Hotel may provide details of bands / D.J.'s and other entertainment but will not make reservations on behalf of the Client.

16.2 The Hotel will not accept any liability for any delays, sound problems, electrical problems or failure to show for the event.

16.3 The finish time for entertainment and dancing is 12:00 midnight on a Saturday or 11 pm otherwise

16.4 Unfortunately the Hotel are unable to hold fireworks displays.

## **17. Bar Times**

17.1 The Hotel's function bar last orders are 11.45 pm on Saturdays or 11 pm otherwise.

**18. Accommodation**

18.1 The Hotel may offer special accommodation rates for wedding guests which may be amended from time to time. Rooms may be block booked for up to 30 days prior to the date of the Event. Any room bookings not confirmed by that date will then be released for general Booking.

I/We agree to be bound by the Terms:

.....  
Signature of Client Date

.....  
Name of Client (print)