

Terms and Conditions, Christmas, New Year and Party Nights

Lynford Hall

Standard Terms and Conditions for Christmas Seasonal Events

Lynford Hall Limited ask the Client to be aware that these conditions shall apply to all contracts for the provision of goods and services for Christmas Seasonal Events to the exclusion of all other terms and conditions including any which the Client may purport to apply or which may appear in promotional literature.

1. **Confirmations**

- a) All bookings take effect immediately upon acceptance of the booking by BOTH the Client and Lynford Hall, whether verbally, electronically or in writing ("Confirmation"). The fact that the contract has not been signed or returned is not sufficient to invalidate the booking or acceptance of these terms. The Hotel will then acknowledge receipt of confirmation.
- b) Lynford Hall shall be entitled to treat the number of guests detailed in the Client's confirmation as the contractual number of guests to be charged and catered for. Any reduction of 10% or more in this number will incur the cancellation charges as detailed in Clause 2.
- c) Anticipated numbers for Christmas seasonal events must be given to Lynford Hall at least 6 weeks prior to the event. At not less than 4 weeks prior to arrival, the customer shall provide the final numbers attending. The amount payable by the Client will be calculated on the contracted number (see clause 1b) or the number who actually attended, whichever is greater. Note: if the Client's booking is accepted by Lynford Hall on the basis that a minimum number of persons will attend the function, the amount payable by the Client shall be calculated on such minimum number or the number actually attending, whichever is the greater, (see clause 2d).

2. **Cancellations/Reductions in Numbers**

- a) Should you have to cancel, or reduce the numbers, for your booking, a charge will be made, calculated as a percentage of the total booking value, according to the scale highlighted below:

Cancellation/Notification Period	Percentage
6 months – 90 days prior to the event	25% of remaining balance
89 days – 29 days prior to the event	50% of remaining balance
28 days or less prior to the event	100% of remaining balance

- b) All cancellations/reduction in numbers should be confirmed in writing by the Client.
- c) Any costs incurred for a particular event, that otherwise would not have been incurred, will be charged in the event of cancellation unless Lynford Hall are able to mitigate their loss.
- d) Certain function rooms can only be reserved on the basis of a minimum number of guests. The Hotel will notify you of such minimum numbers. If at any time your function falls below the notified numbers required, Lynford Hall reserve the right to charge for not less than the full value of the function for the stated number of minimum guests.
- e) Charges for cancellations/reductions in numbers will only be levied to the extent that the Hotel concerned fails to mitigate its loss in this respect, having used reasonable endeavours to do so. It is possible to take out insurance cover for cancellation charges incurred with certain types of events.

3. **Deposits and Payment**

- a) Lynford Hall reserve the right to require payment of a deposit at any time prior to the holding of a function, the amount of which will be determined by Lynford Hall
- b) All deposits are non-refundable and non-transferable.
- c) Lynford Hall may request that a schedule of payments be made.
- d) Full payment will be required prior to the event.
- e) Where either full or final balance is required prior to/or after the event, the amount as invoiced must be received within 7 days of request.
- f) If paying by credit card please note a 3.5% surcharge will apply, with American express a 5% surcharge will apply.

4. **Interest**

Interest on overdue invoices shall accrue from the date when payment becomes due, from day to day, until the payment at a rate of 4% above Lloyds Bank plc's base rate from time to time in force and shall accrue at such a rate after, as well as before any judgement.

5. **Contract**

Attached to these terms and conditions is an Order Confirmation schedule for the event booked, which forms part of the contract with Lynford Hall

6. **Damage**

The Client is responsible to Lynford Hall for any damage caused to the allocated rooms or the furnishings, utensils and equipment therein or to the Hotel generally by an act, default or neglect of the Client, subcontractor, employee or guests of the Client and shall pay to Lynford Hall on demand the amount required to make good or remedy any such damage.

7. **Corkage**

No wines, spirits or food may be brought into the allocated rooms by Clients or guests for consumption on the premises.

8. **Postponements**

Any postponement of confirmed and contracted business will be considered as a cancellation in accordance with clause 2 above.

9. **Non-Arrival Charges/Early Departures**

Bedrooms reserved in conjunction with functions are regarded as guaranteed bookings and, in the event of non-arrival, any additional nights for this reservation will then be cancelled and appropriate cancellation charges will be levied as detailed in clause 2. Similarly, Lynford Hall reserve the right to charge for early departures as above.

10. **Agents**
Should the Client contract with the Hotel through an agent, the agent acts in that capacity for the customer, not Lynford Hall. The Client therefore accepts full responsibility for payment of the Hotel's account.
11. **Finishing Times**
Functions are required to finish at the time agreed when the booking is made. Extensions to this time may not be possible unless previously agreed with the Hotel Manager.
12. **Price Variations**
In the event of circumstances beyond Lynford Hall's control (eg increases in the standard rate of VAT), Lynford Hall reserve the right to vary the prices quoted to an extent which reflects such changed circumstances.
13. **Health and Safety**
All Client's running or organising a conference or banquet at Lynford Hall are responsible for, and must ensure full compliance with, Lynford Hall's Health and Safety policy, a copy of which is available upon request.
14. **Licensing and Statutory Regulations**
Hotel's are required to comply with the regulations regarding the Fire Precautions Act 1971 and London Government Act 1963 relating to music, dancing and entertainment covering all functions held in Hotels. Clients shall maintain free access to fire exits at all times. The provisions of the Licensing Act 1964 (as amended) must also be observed by the Clients.
15. **Guests' Clothing and Personal Property**
Lynford Hall do not accept responsibility for the property of Clients or their guests. Cloakrooms are provided for the convenience of Clients and guests but any goods deposited in the cloakrooms or left unattended on Hotel premises are deposited at the owner's risk and without any liability on the part of Lynford Hall.
16. **Equipment Storage**
The Hotel will assist Clients, where reasonably possible, with the storage of equipment etc. Lynford Hall does not accept liability for loss or damage to any item of equipment, furniture, stock or the like.
17. **Professional Bodies and Performing Rights**
Lynford Hall reserve the right to object to the employment by Clients and guests of any photographer, toastmaster, band, musician or other persons in connection with any function and will, without obligation, be pleased to give Clients and guests the benefit of their advice or recommendations in this connection. It shall be the responsibility of the Client to ensure that where applicable, Performing Rights Society forms and Phonographic Performance forms are completed by any band or musicians employed by the Client.
18. **Third Party Personal Insurance**
Clients may like to consider taking out an insurance policy to cover cancellation, damage, third party liability and other eventualities beyond their control.
19. **General liability**
 - a) Subject to clause 19d Lynford Hall shall not be liable, whether in contract, tort or otherwise for any indirect, consequential or economic losses or loss of profits whatsoever arising (including negligence).
 - b) In no event will Lynford Hall's liability for any loss or damage in contract or tort (including negligence) or howsoever otherwise arising, exceed the total amount paid by the Client for the function.
 - c) Lynford Hall do not hereby exclude or restrict their liability in respect of death or personal injury resulting from their negligence.
 - d) Lynford Hall shall not be liable for any breach of terms and conditions or delay or failure in providing services as a result of causes beyond reasonable control including but not limited to fire, floods, strikes, embargoes, power failure, delays in transportation, failure of services or inability to obtain necessary information or regulations from any authority.
20. **Assignment**
This contract shall not be assignable by the Client, but may be assigned by Lynford Hall.
21. **Governing Law**
This contract shall be governed by and construed in all respects in accordance with the laws of England and this contract does not affect any rights which the Client may have under the Hotel Properties Act 1956 where that Act applies.
22. **Time of Essence**
For all time scales imposed by these conditions, time shall be of the essence.
23. **Alterations**
It is Lynford Hall's aim to provide the Client with the service they have requested for their function, but in the unlikely event that Lynford Hall for any reason need to change any aspect of the function they reserve the right to do so at any time. Lynford Hall will notify the Client immediately this happens and will use their reasonable endeavours to provide alterations to an equal or higher standard.

OTHER INFORMATION

All prices **include** VAT, unless otherwise stated

By paying a deposit I confirm the booking of the facilities and rates as quoted in the aforementioned quotation reference/letter. I have read and fully understand that the contract is subject to the terms and conditions set out.