

CARDEN PARK HOTEL LTD TERMS AND CONDITIONS FOR NON-CORPORATE AND INDIVIDUALS GROUP ACCOMMODATION

1. CONFIRMATION

The Agreement must be returned by the Client and received by the Hotel within five working days of the date of issue or, if such time is not available prior to the date of arrival, within a maximum of 24 hours. If the Hotel does not receive the Agreement within this period, the Hotel reserves the right to release the provisional booking and re-let the facilities.

1. TERMS OF PAYMENT

i. Deposits

An initial deposit of £10 per person for non-residential golf bookings or £50 per room for residential golf bookings is required to secure the event, with the remaining amount due in advance. Should the client fail to pay the outstanding balance in advance the hotel may treat the booking as having been cancelled by the client. Deposits are not refundable or transferable.

i. Final Payment

The outstanding balance of the account is payable 1 month prior to arrival date for residential breaks and 7 days in advance for non-residential bookings. Non-residential bookings do have the option to pay on the day for the agreed supplement charge stated on the contact.

3. AMENDMENTS AND CANCELLATIONS

i. In the unfortunate circumstance that you have to cancel or postpone your confirmed booking at any time prior to the event, the Hotel will make every effort to re-sell the facilities on your behalf. In the event of the Hotel being unsuccessful in the reselling the cancelled or amended booking, cancellation charges will be made as follows:

Cancellation/Partial Cancellation/Postponements

Period of Notice

365 day or longer Between 180 and 364 days Between 120 and 179 days Between 60 and 119 days Between 8 days and 59 days

Charge

Deposit is lost 25% of rates quoted 50% of rates quoted 75% of rates quoted 90 % of rates quoted

. The charges apply to:

90% of the contracted accommodation, packages & room hire revenue, 100% of any other costs e.g. equipment hire, entertainment and 70% of the contracted Food & Beverage revenue. Value added tax is deducted from cancellation charges.

- ii. Where a cancellation is made 7 days or less, clause 3.ii is not applicable and 100% of the loss of revenue will apply.
- iii. Any cancellation, postponement or partial cancellation should be verbally advised to the Hotel in the first instance and you will be advised of a cancellation reference number. All cancellations must be confirmed in writing and the facilities you have reserved cannot be released for resale until this is received and acknowledged.

Definitive cancellation charges due can only be confirmed to you after the intended date of your event, when we shall reduce the charge by any alternative business we have been able to secure on your behalf.

Should the client make significant changes to the programme or the expected number of guests, the Hotel reserves the right to amend the rates and/or facilities offered. Any guests who do not arrive, or who depart early will be charged at 100% of the guest rate or rates quoted for nights of non-attendance, unless the Hotel is able to re-let the accommodation. If the Hotel is unsuccessful the cancellation policy will be applied.

iv. Amendments or Cancellations by the Hotel

The Hotel reserves the right to cancel any booking forthwith or reserves the right to offer alternative facilities without any responsibility on its part in the event of:

- Any occurrence beyond the reasonable control of the Hotel which shall prevent it from performing its obligations in connection with the booking.
- If the booking might, in the opinion of the Hotel, prejudice the reputation of the Hotel.
- If the Hotel becomes aware of any alteration in the Client's financial situation.

I. SUPPLY OF INFORMATION

- A full rooming list/guest list is to be supplied to the Hotel 10 working days
 prior to the event. For the avoidance of doubt, the submission of this list only
 serves to provide names of guests attending the event and does not affect the
 number of rooms contracted with the Hotel.
- Any amendments, including additions, cancellations, extension to stay must be notified in writing by the Client and confirmed by the Hotel.
- ii. The rates quoted are inclusive of the rate of VAT enforced at the time of quoting however the VAT inclusive rates charged will include VAT at the rate applicable at the time of supply.

5. GENERAL

- i. The Clients shall be responsible for the orderly conduct of its guests, and shall ensure that its guests have regard to any regulations imposed by any competent authority, and that nothing shall be done which will constitute a breach of the law. The Client shall fully indemnify the Hotel against any claims, or loss or damage arising as a result of breach of this clause.
- i. Prior written approval must be obtained if you wish to fix items to the walls, floors or ceilings. The Hotel will hold the Client responsible for any damage caused through negligence by the Client, the Client's guests or the Client's contractors. An inspection of the premises before and after the event may be requested by contacting the Duty Manager.
- ii. Where any facilities or services are booked, the Hotel will not be liable to make any refunds should the guests fail or refuse to use them for whatever reason and full payment must be made.
- iii. Where the Hotel is requested to book facilities and/or services on behalf of its clients or their guests with third parties, it will do so in good faith but cannot be held liable should the standard of those services prove deficient, nor for the acts or omissions of such third parties.
- iv. Only food and beverage purchased from the Hotel may be consumed on the premises. If food or beverages are brought into the Hotel for consumption, a charge will be made equal to the Hotel's selling price for that or an equivalent product, which shall be in the absolute determination of the Hotel
- Bedrooms and meeting room space is offered to the Client for their exclusive use and for their affiliates and is not for resale to non-affiliated parties unless by prior arrangement with the Hotel.
- The event must start and finish at the times specified on the contract.
 Changes to the times must be agreed with the Hotel.
- vii. It is strongly recommended that you take out event insurance. Please contact your preferred broker.