

The Olde Barn Hotel Terms and Conditions for Events

These Terms and Conditions apply to all Event Agreements (contracts) for the provision of all Event Types. These are to be applied to the exclusion of all other terms and conditions to which the Client may purport to apply or which may appear in any promotional literature.

1.0 DEFINITIONS

- 1.1 The Hotel & 'We' means the property for which a contract is agreed. The property is either owned by or managed by The New Barn Hotel Ltd trading as The Olde Barn Hotel.
- 1.2 'The Client' and 'You' mean the organising body/company responsible for commissioning and payment of the Event.
- 1.3 The 'Event Agreement' means the agreement between 'the Hotel' and 'The Client' for a specific booking or a series of bookings (each an 'Event'). These terms & conditions will form part of the 'Event Agreement', together with any other specific terms stated in the 'Event Agreement'.
- 1.4 An 'Event' means any type of booking that is using any area of the Hotels event & public space, accommodation and facilities.
- 1.5 An 'Arrival' means the first day of the Event.

2.0 CONFIRMATION BY CLIENT

- 2.1 You are requested to review these terms & conditions and the attached Event Agreement, and to sign both and return to the Hotel within 7 days of the Event Agreement Issue Date as defined in the Event Agreement or by the date specified in the Event Agreement if agreed otherwise.
- 2.2 We reserve the right to release these facilities if the confirmation referred to in clause 2.1 is not received by the date stated. No cancellation fee shall apply in circumstances. If other enquiries are received for the same dates we may contact you earlier for confirmation, at the sole discretion of the Hotel.
- 2.3 Once both You and We sign the Event Agreement, all provisions reserved on your behalf will be confirmed and therefore subject to the terms & conditions of the Event Agreement.
- 2.4 The facilities contracted in the Event Agreement are for the exclusive use of the Client and its subsidiaries, and resale of the facilities is not permitted without prior written consent from the Hotel.

3.0 GUEST NUMBERS

- 3.1 The Event Agreement shall specify the 'anticipated number' of guests 'You' expect to attend the Event and the 'minimum number' of guests 'We' will accept for the Event.
- 3.2 The 'final number' of guests attending must be notified at least 3 working days prior to the arrival date of the Event. Any changes after this time will only be accepted at the sole discretion of the Hotel.
- 3.3 The chargeable amount will be calculated according to the highest of either the 'minimum number' or the 'final number' of guests attending the Event.

4.0 EVENT DETAILS

- 4.1 The Hotel grants a licence to the Client to use the Hotel's premises strictly for the purpose of the Event as stated in the Event Agreement.
- 4.2 Any amendments to the arrangements as detailed in the Event Agreement shall be notified to the Hotel at least 3 working days prior to the arrival date of the Event. Any changes after this time will only be accepted at the sole discretion of the Hotel.
- 4.3 The event space allocated is dependent on guest numbers. If either the 'Anticipated or Final Numbers' drop below the 'minimum number', the Hotel reserves the right, in its sole discretion, to: (i) change the event space allocated; (ii) relocate the Event to an alternative venue; or (iii) implement additional charges.
- 4.4 The Hotel reserves the right to change the Client's assigned event space for one of equal suitability if the Hotel has, in its sole discretion, a reasonable operation reason for doing so. We will endeavour to give prior notice.
- 4.5 The Event shall start and finish at the time set out in the Event Agreement, failing which the Client shall be liable for additional charges.
- 4.6 The Client may not bring any food or drink into the Hotel for use during the Event, unless agreed, in writing, in advance with the Hotel. When agreed that such food and drink can be brought into the Hotel, additional disclaimers and charges will apply, at the sole discretion of the Hotel.
- 4.7 The Client shall pay the Hotel for any food, beverages and other services not provided for in the Event Agreement but made available on request of the Client during the Event.
- 4.8 Any special dietary requirements should be notified to the Hotel at least 3 working days prior to the Event.
- 4.9 The Client will always comply with the statutory laws concerning licensing and entertainment provisions relevant to the Event.
- 4.10 For 'Wedding Events' the Hotel may apply additional terms & conditions which shall be incorporated within the Event Agreement. These additional clauses shall prevail and supersede clauses 6.6 and 9.3.
- 4.11 The Hotel operates in compliance with the Disability Discrimination Act.

5.0 BEDROOM ACCOMMODATION

- 5.1 Accommodation allocations, room types, rates and release dates (where appropriate) are set out in the Event Agreement. All unallocated rooms will be released 30 days prior to the event unless otherwise stated in the Event Agreement.
- 5.2 Rooming lists must be received by the Hotel, in writing, at least 14 days prior to the arrival date of the Event, unless specified as otherwise in the Event Agreement.
- 5.3 Any rooms guaranteed for arrival that fail to arrival will be charged 100% of the agreed rate and any subsequent night will be charged in accordance with clause 6.

6.0 CANCELLATION BY THE CLIENT

- 6.1 If the Client has to cancel or postpone a confirmed Event, or part of the Event (eg: a meal, accommodation, duration of the event or hire of event space) cancellation charges may apply in accordance with 6.6 or 6.9.
- 6.2 All cancellations must be received in writing from the Client and will take effect from the date of receipt by the Hotel.
- 6.3 All charges will be based on guest numbers & rates contracted in the Event Agreement: (6.3.1) If no specific rates are stated the prevailing rates for such services and/or products available at the Hotel, will be applied. (6.3.2) If no specific guest numbers are stated the charging will be based on the maximum guest numbers, theatre style, for the event space contracted.
- 6.4 All cancellations are ex-VAT at 20%

- 6.5 Cancellation charges will be a genuine pre-estimate of the Hotels profit loss, in line with MIA (Meeting Industry Association) guidelines.

- 1 90% of pre-booked Accommodation & Room Hire ("ARH"); and
2 65% of pre-booked Food & Beverage ("F&B")

- 6.6 Cancellation charges will apply according to the cancellation notice period given by you and will be based on the 'total number' of guests attending the Event. ('total number' is the sum of the highest guests numbers, for each day of the Event). Cancellation charges will be applied to each day of the Event and for all parts of the Event. By way of an example, if you book an Event for 100 guests for the whole day with 50 Guests for dinner, cancellation charges shall apply and shall be calculated by reference to the 100 Guests for whom the Booking was made. If the relevant Booking was for a period of three days, then such cancellation charges shall apply to each of the three days. Following confirmation of an Event should 'total guest numbers' increase, so that a new applicable cancellation period becomes valid, then the new cancellation period will automatically supersede the previous. Should guest numbers decrease at any time following confirmation the previous applicable cancellation period will still remain valid.

- 6.7 The Hotel will make every effort to re-let the Event and accommodation space cancelled. The Event or accommodation space cancelled will be classed as last let and therefore the Hotel will confirm definitive cancellation charges after the intended date of the Event. We shall reduce your cancellation charges by the profit of any alternative business we have been able to secure on your behalf.

- 6.8 In addition to the event cancellation charges due under this clause, the Client must reimburse the Hotel for any expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the Event.

- 6.9 Alternative 'Convention/Large Event' cancellation clauses are available and such clauses shall prevail over clauses (6.6 & 6.7). This business is defined as: (a) 'Convention' means a minimum of 150 guests per day with event space, food & beverage and accommodation; and (b) 'Large Event' means a minimum of 150 C&B guests per day with event space and food & beverage.

7.0 CANCELLATION BY THE HOTEL

- 7.1 The Hotel may cancel the booking if (a) the booking may prejudice the reputation of the Hotel; (b) the Hotel becomes aware of any deterioration in the client's financial situation such that the Hotel reasonably considers the Client may not be in a position to fulfil its obligation under the terms of the Event Agreement.
- 7.2 The Hotel may charge the event cancellation charges detailed in Clause 6.0 in the event of any cancellation under this Clause 7.0.

8.0 CREDIT

- 8.1 Credit facilities will only be made available subject to a satisfactory check on the Client's current credit status. Credit facilities must be finalised at least 2 weeks prior to Arrival date. A Credit Application Form is available on request from the Hotel.

- 8.2 The Hotel reserves the right to re-check the Client's credit status at any time before the commencement of the Event and reserves the right to increase the amount of deposit and/or pre-payment, should there be a negative change in financial status. You expressly consent to the Hotel conducting any such checks.

- 8.3 On conclusion of the Event, or in the circumstances of a cancellation by the Client in accordance with clause 6.0, the outstanding balance is payable in full within 7 days of the date of the invoice. If payment is not received within the specified time, We reserve the right to charge 4% interest above the Barclays Banks plc base rate on the outstanding amount or a rate of interest in line with Late Payment of Commercial Debts (Interest) Act 1998 as appropriate.

9.0 DEPOSIT AND PRE-PAYMENT

- 9.1 If the Client has agreed sufficient Credit facilities then no deposit or pre-payment is required. Exceptions apply for all Convention/Large Event business where a initial 10% or £600 deposit, (whichever is the greater) is payable 90 days prior or at time of confirmation if Arrival date is within 90 days and a further 40% is payable 30 days prior or at time of confirmation is arrival date is within 30 days.

- 9.2 If no credit facilities are agreed and the Event is taking place within 30 days, full pre-payment is payable upon confirmation.

- 9.3 If no credit facilities are agreed and the Event is taking place more than 30 days prior to Arrival, a deposit of 50% will be payable on confirmation with the full balance payable 30 days prior to Arrival.

- 9.4 Should the Client fail to pay any such deposit or pre payment within 7 days of the due date, the Hotel may treat the booking as cancelled by the Client.

10.0 COMMISSION - APPLICABLE TO AGENTS ONLY

- 10.1 Commission will only be paid to a certified agent where: (a) the initial enquiry to the Hotel was made by the agent; and (b) where subsequent written confirmation is received from the same agent.

- 10.2 If two or more agencies are involved in the enquiry and booking process, commission will only be paid to the agency selected by the Client at the time of confirmation and notified to the Hotel in writing

- 10.3 Commission is payable on pre-booked business only, based on the 'final number' of guests confirmed and as per the commission percentage stated on the Event Agreement.

11.0 GENERAL

- 11.1 The Hotel shall not be liable for any loss or damage to property of the Client (or any of its attendees or guests) except as set out in the Hotel Proprietors Act 1956 ("The Act"), subject to Clause 11.4 in no circumstances shall be liable to You in respect of any indirect or consequential losses or any loss of profits howsoever arising.

- 11.2 Attendees and guests shall not enter areas of the Hotel which are indicated as being closed to the public, the Hotel shall not be responsible for death, personal injury or loss or damage to property, suffered by an attendee or guest in such areas except as set out in Clause 11.4.

- 11.3 Neither party shall be liable to the other party for (i) any failure or delay in performing any of its obligation under this Agreement; or (ii) in the case of the Hotel, liable to an attendee or guest for any loss or damage to property, if the failure or delay was due to any cause beyond its reasonable control, including (without limitation) terrorist activity (Threatened or actual) or serious potential for terrorist activity (as determined by the Hotel in its sole discretion) where within the proximity of the Hotel or in the UK or world-wide and directly affecting the UK, misconduct or negligence of an attendee, guest of external third party, war or threat of war, civil or potential action or disturbance, riot, natural disaster, fire, epidemic, bad weather, military activity, government or regulatory action, industrial dispute, Act of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events outside the unaffected party's control.

- 11.4 For the avoidance of doubt, the Hotel does not exclude its liability, for death or personal injury caused by the Hotel's negligence.

- 11.5 The Hotel may instruct qualified subcontractors to carry out any work on its behalf and in such circumstances use its reasonable endeavours to procure that such subcontractor(s) meet applicable statutory legal requirements.

- 11.6 For the avoidance of doubt all attendees or guests at the Hotel must comply with the Hotels standards Terms & Conditions of use whilst on the Hotels premises. The Hotel reserves the right to refuse (in its absolute discretion) entry to a Guest.

- 11.7 The Client shall at all times use its best endeavours to ensure that:
a) The Guests do not cause any property damage in the relevant Event space; and

- b) the conduct of: (i) it (including its agents and/or subcontractor); and/or (ii) any entertainers hired by or on behalf of the Client or the Guests; and/or (iii) the Guests, during the period of the Event is appropriate. For the avoidance of doubt, any statement or conduct that (in the Hotel's absolute discretion) is defamatory, racist, likely to cause or stir any threatening behaviour or may bring the Hotel and/or name into disrepute shall not be appropriate.

- 11.8 The Client shall at all times be liable for, indemnify and hold harmless the Hotel (together with its employees, servants and agents) from and against any and all claims, liability, loss, damages, fines, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Hotel arising out of or in connection with:

- a) any property damage suffered by the Hotel in the Event space used by the Client;

- b) the acts or omissions of (i) the Client (including its agents and/or sub-contractors); (ii) any entertainers hired by or on behalf of the Client or the Guests; and/or (iii) the Guests, including without limitation any statement or conduct that (in the Hotel's absolute discretion) is defamatory, racism likely to cause or stir any threatening behaviour or may bring the Hotel and/or name into disrepute.

- 11.9 This Event Agreement shall be governed by and construed in all respects in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts. The Event Agreement does not affect any rights the Client may have under the Act where that Act applies

Hotel Signature: _____

Authorised Signatory

Name: _____ Date: _____

Client Name:

Client Signature: _____

Authorised Signatory

Name: _____ Date: _____

Applicable Cancellation Period Total Event	Number of Total Guests		
	50 & less	51 to 150	150 & more
365-274 days prior to Arrival	N/A	N/A	90% ARH 65% F&B
273-182 days prior to Arrival	N/A	90% ARH 65% F&B	90% ARH 65% F&B
181-91 days prior to Arrival	90% ARH 65% F&B	90% ARH 65% F&B	90% ARH 65% F&B
90 or less days prior to Arrival	90% ARH 65% F&B	90% ARH 65% F&B	90% ARH 65% F&B