



Booking Terms and Conditions for Functions and Conferences (“the Event”)

These supersede any other Terms and Conditions printed with any Hotel Antoinette literature
Amended April 2005

1.0 Interpretation

- 1.1 The term “the Company” refers to Hotel Antoinette of Kingston Ltd.
- 1.2 The term “the Hirer” refers to the person, (being either an individual, firm, company or organisation) responsible for making the booking.

2.0 Bookings

- 2.1 Unless otherwise stated a provisional booking will be held for up to 3 weeks from the date of booking. If another enquiry for availability is received, the original Hirer will be informed as soon as is reasonably practicable.
- 2.2 To make a firm booking the Hirer shall provide written notice accompanied by a £500 (Private Function) or £1000 (Wedding Reception) non-refundable deposit. The Hirer will also be required to sign a copy of the terms and conditions to demonstrate the Hirer’s understanding and acceptance of them.
- 2.3 The Company, upon receipt of all items detailed in 2.2, will supply to the Hirer written confirmation of the booking.
- 2.4 Regular Hirers of the Company’s facilities will be requested to provide a written notice of all known dates at their own expense and sign one copy of the terms and conditions to cover those dates stated. Additional dates will be incorporated under the annually signed terms and conditions upon receipt of written notice of such additional dates.
- 2.5 The Company reserves the right to rearrange the event to another room if the numbers increase or decrease substantially from the original number proposed. If any increase in numbers is significant enough to relocate to a larger room then a new room hire charge may be imposed. The Company will advise the Hirer four weeks prior to the Event if a room change maybe necessary.

3.0 Settlement of Accounts

- 3.1 Unless otherwise stated expected numbers in the party are to be notified to the Company three weeks prior to the Event for which an invoice will be raised for 100% of the total bill. Ten days prior to the Event the final numbers must be given.
- 3.2 Hirers making bookings within less than three week prior to the Event must pay the full account by credit card. Cheques cannot be accepted without prior arrangement.
- 3.3 All Hirers wishing to charge the account to a company will need to open credit facilities. Credit facilities can only be arranged by obtaining, completing and returning a credit application form. Credit facilities take two weeks to set up and must be agreed at least 14 days prior to the event. All credit accounts are payable within 30 days of the date of invoice. When credit facilities are granted and payment is not received upon the stated terms, the Company reserves the right to charge an appropriate rate of interest (3% above base rate) or make a collection charge. All such credit accounts must not exceed the credit limit at any time.

4.0 Cancellation Policy

- 4.1 In order to confirm a booking, a deposit must be made within three weeks of the provisional booking. All deposits are non refundable and are at the discretion of the company.
- 4.2 In the event of a booking being confirmed as set out in 4.1 above, then 100% payment is due immediately. This payment is non-refundable.
- 4.3 In the event of a booking being confirmed within 3 weeks of the provisional booking as set out in Clauses 4.1 and 4.2 above and full payment has been taken, the Company shall take all reasonable steps to re-let the facilities. However, the Company reserves the right to treat this payment as non-refundable.

5.0 Cancellation by the Company

- 5.1 The Company reserves the right, in exceptional circumstances beyond its control, to close all or part of the premises, or prohibit the use of the facilities, at its discretion in which event the company will fully refund any amounts paid in respect of a booking.
- 5.2 In the event of such cancellation by the Company, the Company’s liability will be limited to the extent of the appropriate refund to the Hirer.

6.0 Admission and Liability

- 6.1** The Company reserves the right through its Manager or authorised person to refuse admission to, or remove from the premises any person considered to be behaving or likely to behave in a manner prejudicial to the Company.
- 6.2** The Company shall not be liable for any delay in performing or failing to perform its obligations as a result of Force Majeure or any other cause beyond the Company's reasonable control.
- 6.3** The Company shall not be liable for any loss or damage to any property belonging to the Hirer during the course of an Event within the constraints of the Hotel Proprietors Act 1956.
- 6.4** The Company will provide its services in respect of the Event using reasonable care and skill and, as far as reasonably possible, in accordance with details provided to the Hirer.
- 6.5** When the Company provides the Event which includes any services supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Hirer the benefit of any warranty, guarantee or indemnity given by the person supplying the service to the Company.
- 6.6** The Company shall have no liability to the Hirer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Hirer which are incomplete, incorrect, inaccurate, illegible, cut of sequence or in the wrong form, or arising from their late arrival or non-arrival or any other fault of the Hirer.
- 6.7** Except in respect of death or personal injury caused by the Company's negligence. or as expressly provided in these Terms and Conditions, the Company shall not be liable to the Hirer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss or profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the Event (including any delay in providing or failure to provide the Event) or their use by the Hirer, and the entire liability of the Company under or in connection with any particular Event shall not exceed the amount of the Company's charges for the provision of the Event, except as previously provided in these Terms and Conditions..

7.0 Indemnity

- 7.1** The Hirer shall indemnify the Company against all costs, charges, claims, expenses, demands and liabilities incurred by or made against the Company as a result of any act or default or negligence of the Hirer or their guests.

8.0 Catering

- 8.1** The Company reserves to itself or its nominee the right of sale of all refreshments, alcohol, liquor, cigars and cigarettes.
- 8.2** No catering of any description may be brought on to the premises or removed by the Hirer for consumption or resale without the specific agreement of the Company management.
- 8.3** The Company reserves the right to remove food displayed within a suitable time period.

9.0 Licensing Laws

- 9.1** The Company operates under the current licensing law in England and the licensing laws pertaining to persons under the age of 18 years shall be strictly enforced. Hotel Antoinette of Kingston Ltd currently operates a Full On Licence.
- 9.2** Where it is necessary to apply for a bar extension under the Licensing Laws, a charge will be made to the Hirer unless it is incorporated into the package offered by the Company.

10.0 Health and Safety

- 10.1** In order to comply with current health and safety regulations, the Hirer shall be responsible for confirming with any band or artist who use their own electrical equipment during the event that the equipment has been tested and complies with current health and safety regulations for public performance. The Company may audit any band or artist commissioned by or on behalf of the Hirer for electrical safety.

11.0 Price Changes

- 11.1** All prices stated in the written confirmation from the Company for an individual package will be honoured unless the Hirer makes any changes. The Company reserves the right to alter prices where increases are levied on the Company as a result of legislative changes, e.g. Value Added Tax, which at the current standard rate is charged at 17.5%.

12.0 General

- 12.1** The Company's decision will be final, over determining any questions arising in relation to the interpretation of these terms and conditions.
- 12.2** The Hirer may not assign, sub-license or otherwise transfer any of their rights under these Terms and Conditions.
- 12.3** If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.
- 12.4** These Terms and Conditions supersede any previous agreement or understanding and may not be varied except in writing by the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

13.0 Applicable Law and Jurisdiction

- 13.1** These Terms and Conditions are governed by English Law and any dispute or proceeds shall be subject to jurisdiction of the courts of England and Wales.

Signed: _____

Date: _____

Print Name: _____

Position/Company: _____

Function Date: _____