

## Terms & Conditions

# **BROMLEY COURT HOTEL**

### **WEDDING, EVENTS and FUNCTION TERMS AND CONDITIONS**

#### **1. DEFINITIONS**

<b>"Client"</b>	the person(s) or organisation making the booking for the Event;
<b>"Hotel"</b>	The Court Hotel (Bromley) Limited (Company Number 258176) whose registered office is at Bromley Court Hotel, Bromley Hill, Bromley, Kent, BR1 4JD;
<b>"Conditions"</b>	the terms and conditions set out below which form part of and are deemed incorporated into the Contract;
<b>"Contract"</b>	the signed contract entered into for the provision of the Facilities which incorporates these Conditions;
<b>"Contractual Amount"</b>	anticipated charge for the Facilities.
<b>"Event"</b>	the wedding, banquet or other function for which the booking has been made by the Client;
<b>"Facilities"</b>	the provision of function room hire, suites and/or supply of food and beverages and other facilities or services provided by the Hotel for the Client;
<b>"Venue"</b>	Bromley Court Hotel, Bromley, Kent at which the Event is to take place.

#### **2. CONTRACT**

- 2.1 The Contract shall govern the contractual relationship between the Hotel and the Client in relation to the Client's booking of the Hotel's Facilities for the purposes of the Event.
- 2.2 In the case of any inconsistency with any order, letter, or form of contract sent by the Client to the Hotel or any other communication between the Client and the Hotel the provisions of these Conditions shall prevail unless expressly varied in writing by the Hotel.

#### **3. BOOKINGS**

- 3.1.1 Once the Client has made the booking, the Hotel shall send the Contract to the Client. The Hotel will endeavor to send the Contract within 5 working days of the date on which the booking is made.
- 3.2 The booking shall be considered as provisional and shall not be binding on either party until the Client has signed and returned the Contract together with a non-refundable deposit.

#### **4. PAYMENT**

- 4.1 Payments are due to be paid on the following schedules unless otherwise agreed in writing by the hotel at contract stage.

<b>Payment Date</b>	<b>Payment Due</b>
Initial Deposit	£800.00
9 Months Prior to Event Date	25% of Total Amount Contracted

6 Months Prior to Event Date	25% of Total Amount Contracted
1 Month Prior to Event Date	Remaining Balance of Total Amount Contracted plus additional costs agreed at final meeting.

- 4.2 The Client will be liable to pay all charges incurred by or on behalf of, or at the request of the Client, their agents or employees for any Facilities provided by the Hotel.
- 4.3 Not less than 8 weeks before the date of the Event the Client will meet with an employee of the Hotel to discuss final details of the timing of the Event, menus, dietary requirements and (if appropriate) the number of bedrooms required.
- 4.4 Following receipt by the Hotel of the details set out in **Clause 4.3** the Hotel will re-calculate the Contractual Amount and will issue the Client a pro-forma and a full outline of the client's requirements. The client is required to check all the event details and sign and return a copy to the hotel.
- 4.5 Not less than 4 weeks prior to the Event the Hotel will issue to the Client an invoice for the balance of the Contractual Amount based on the final requirements of the Client.
- 4.6 **Minimum numbers – A minimum number of attendees is agreed on the hotel booking contract and, should numbers fall short of this figure, you will be charged as per the minimum number agreed.**
- 4.7 The Hotel will at its discretion accept an increase to the number of persons attending the Event no later than 1 week before the Event. If the adjustment leads to further costs these shall be invoiced and paid by the Client as will any goods, services or facilities supplied by the Hotel on the day of the Event and not previously paid for, in each case these shall be paid for on the day of the Event or on the day of departure from the Venue by the Client.
- 4.8 All charges payable by the Client shall be due and payable at the Hotel prior to the guest's departure.
- 4.9 Without prejudice to any other rights, the Hotel reserves the right to charge interest on overdue accounts (both before and after judgment) at 4% per annum above the base rate of Barclays Bank plc from time to time.
- 4.10 The Hotel reserves the right to increase its rates to take account of any increases in taxes or other material Factors outside of its control. Any increases after the date of the booking will be notified to the client in writing and will be payable by the Client in substitution for the amounts originally notified to the Client by the Hotel and the Client agrees that this will constitute a variation of the terms of the Contract accordingly.
- 4.11 Monies received are only refundable as detailed in **clause 6.2**
- 4.12 All prices quoted are inclusive of VAT unless otherwise stated.
- 4.13 All accounts are payable in sterling. Payment can be made by credit/debit card or cheque payable to 'The Court Hotel (Bromley) Limited'.

## **OBLIGATIONS OF THE CLIENT**

- 5.1 The Client and persons attending the Event shall:

Comply with all licensing, health and safety and all other laws and regulations relating to the Hotel. Not carry out any electrical or other work at the Hotel, including amplification and lighting, without the Hotel's prior written consent. The Hotel reserves the right to refuse connection of water, electricity or gas to the Client's equipment if such equipment is considered unsafe or a hazard.

Not bring any dangerous or hazardous items into the Hotel or its grounds and remove any such items promptly when requested to do so by a member of the Hotel or any other authorized person.

- 5.1.4 Not bring to the Venue or consume any food, wines, spirits or beers at the Venue not supplied by the Hotel without the Hotel's prior written consent.
- 5.1.5 Not act in an improper or disorderly manner, leave promptly at the appropriate time and comply with any requests by the Hotel or its employees.

**POSTPONING OR CANCELLATION BY THE CLIENT**

- 6.1 Should you need to postpone your wedding, this will need to be agreed in writing with your event coordinator. Depending on when you postpone, there will be an additional fee from 25% of your total contractual amount charged to confirm the amended date. This Charge will not be deducted from your final balance. The change of date is not confirmed until both the written confirmation and fee are received by the Hotel. Until this time the payment terms of **Clause of 4.1** and cancellation terms of **Clause 6.2** are still applicable.
- 6.2 If the Client cancels the booking or is in breach of **Clause 7.1.4** the Hotel reserves the right to impose the following cancellation charges which are accepted by the Client as a genuine pre-estimate of loss:

<b>Cancellation Date/Postponing</b>	<b>Cancellation Fee/Postponing</b>
Between the date the booking was confirmed and 9 months prior to the event	Loss of £800.00 deposit
Cancel or Postpone - Between 9 months and 6 months prior to event	Loss of deposit payment and 25% of Total Amount Contracted
Cancel or Postpone - Between 6 months and 1 month prior to event	Loss of deposit payment and 50% of Total Amount Contracted
Cancel or Postpone Less than 1 Month Prior to Event Date	100% of Total Amount Contracted plus additional costs agreed at final meeting.

- 6.3 **The Client is advised to consider insuring against the potential cost of cancellation of the booking.**

- 6.4 All cancellations must be made in writing to the Hotel and will be effective on the date the notification is received by the Hotel.

- 6.5 The Hotel will send the Client the invoice for the cancelled booking and payment of such invoice shall be made within 7 days of receipt of such invoice if these charges exceed the value of deposits already paid.

In addition to paying the cancellation charges the Client shall indemnify the Hotel for any costs or expenses incurred to third parties by reason of any arrangements made with such third parties in respect of the Event.

- 6.6 If the Event is postponed by the Client the Hotel will endeavor to make alternative arrangements with the Client for the Event at the Venue on an alternative date within 6 months of the original date of the Event.

- 6.7 Where no Alternative Event is arranged within 6 months of the date of the original Event, the Hotel reserves the right to treat the Event as cancelled.

**7.0 CANCELLATION BY THE HOTEL**

- 7.1 The Hotel reserves the right, without prejudice, to any other right or remedy available, to terminate or suspend any Contract forthwith or at its discretion offer alternative facilities without any further responsibility on its part in the event if:
- 7.1.2 If the booking might, in the Hotel's reasonable opinion prejudice its reputation;
- 7.1.3 If the Client is more than 21 days in arrears of payment to the Hotel;
- 7.1.4 If the Client becomes bankrupt or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrancer takes possession of, or a receiver is appointed of any of the Client's property or assets.

## **8 CHANGES IN FACILITIES**

The Hotel reserves the right to change the assigned event room(s) for one(s) of equal suitability without affecting the contract price.

## **9 CLIENT'S LIABILITY FOR DAMAGE**

- 9.1 The Client shall be liable for any damage or loss (and costs or expenses arising thereby) suffered by the Hotel as a result of the behaviour or negligence of the client or by any of the clients party and shall pay to the Hotel on demand the amount required to make good or remedy such damages including compensation for loss of business whilst such damage is being repaired.
- 9.2 The Client shall indemnify the Hotel against all loss or damage suffered by any person arising from equipment, plant, machinery and other items brought on or into the Venue by the Client or a sub-contractor working on the Client's behalf and/or any attendees at the Event.

## **10 THE HOTEL'S LIABILITY**

- 10.1 The Hotel makes no representations and gives no warranties, statutory, implied or other as to the Facilities or as to their suitability for any particular or general purpose.
- 10.2 Subject to **Clause 10.3** the Hotel shall not be liable for
- 10.2.1 any loss of profit or other financial loss or for any indirect, special or consequential loss, damage, liability, costs or claims (whether arising out of the negligence of the Hotel or its employees, servants or agents) suffered, incurred or made by the Client in connection with the Event (including, without limitation, arising by reason of any delay or interruption in the provision of the Facilities); and
- 10.2.2 any loss or damage to any property of the Client's, their guests, contractors or agents, or any of their Employees occurring at the Venue, unless arising out of the negligence of the hotel or its employees, Servants or agents.
- 10.3 Other than for death or personal injury caused by the negligence of the Hotel, without limiting the effect of the provisions of this **Clause 10** the Hotel's aggregate liability to the Client for loss and damage under or in Connection with the Contract shall in no event exceed the aggregate contract price paid and/or payable by the Client to the Hotel in respect of the Event.
- 10.4 Nothing in this Contract is intended to affect any statutory rights which the Client may have (whether in their capacity as a consumer for the purposes of the Unfair Contract Terms Act 1977 or otherwise) which may not lawfully be excluded by the Hotel and, in the event that any of the provisions of the Contract are adjudged to be unlawful and/or to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Hotel, such unlawful and/or void provision(s) shall be deemed to be deleted and the remaining provisions of the Contract shall continue to apply.

## **11 THIRD PARTY LIABILITY**

Where the Facilities are to be provided in whole or in part by a person other than the Hotel, the Hotel gives no warranty or guarantee as to their quality, fitness for purpose, reliability or otherwise.

**12. ADVERTISING**

If the general public are to be admitted to the Event the Client shall not use the Hotel's name or trademark(s) without the prior written consent of the Hotel and must show all tickets, posters and advertising material to the Hotel for its prior approval in writing.

**13. NOTICES**

Any demand or notice in respect of this Contract will be made in writing and may be served on the addressee by hand or by post and either by delivering it to the address of the addressee as set out in this Contract or such other address which the addressee may notify the other party in writing. Any such demand or notice delivered by hand shall be deemed to have been received immediately upon delivery. Any such demand or notice sent by post shall be deemed to have been received at the opening of business on the first working day following the day on which it was posted even if returned undelivered.

**14. FORCE MAJEURE**

The Hotel shall not be liable by reason of its failure to perform any of its obligations under this Agreement if such failure is due to or results from breakdown of plant or apparatus fire explosion accident strike lock-out , a failure to supply the hotel with any essential services such as gas, electricity or water or any other event or cause beyond its control the Hotel be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any or the Client's obligations in relation to the Event, if delay or failure was due to any cause beyond the Hotel's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Hotel's reasonable control Act of God, explosion, flood, tempest, fire or accident war or threat of war, sabotage, insurrection, civil disturbance or requisition acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of the governmental parliamentary or local authority import or export regulations or embargoes strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Hotel's or of a third party).

**15. WAIVER**

No waiver by the Hotel of any breach by the Client of its obligations hereunder shall constitute a waiver of any subsequent breach thereof.

**16. SEVERABILITY**

If in any provision of this Contract shall be held to be invalid, unenforceable or shall not apply to the Contract then the remaining provisions shall continue in full force and effect.

**17. JURISDICTION**

The Contract shall be governed by the laws of England.

**19. THIRD PARTY RIGHTS**

Unless specifically stated below no-one except the Hotel or the Client shall have any rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**20. MULTIPLE FUNCTIONS**

We must advise that it is usual for the hotel to have more than one event on the same day

**21. THE GARDENS**

The gardens and Patios are communal areas and are not for the clients exclusive use

