



## Function Booking Contract

Salomons UK Limited (T/A Bewl Water) "Salomons Terms and Conditions" and any other documents appended here to are incorporated into this Function Sheet in their entirety

Event Agreement Issue Date: (to be completed by Bewl Water) \_\_\_\_\_

Function/ Event			
Customer Information			
Sales Agent:		Booking Reference Number:	
Organiser Name:			
Organiser Address:			
Address at which invoices are to be sent:			
Telephone Number:		Mobile:	
Email address:			

Function Details	
Date of Function/Event:	
Chosen Room:	
Start Time:	
Finish Time:	
Number of Guests ( <i>Min &amp; Max Numbers</i> ):	
Name and description of Function:	
Room Layout:	
AV Requirements:	



Booked Requirements			
<u>Item</u>	<u>Price</u>	<u>Quantity</u>	<u>Total Amount</u>
<b>Total Cost</b>			<b>£</b>

<u>Deposit Payable: (to be completed by Bewl Water)</u>	£... (10%) must be paid within *48 hours/ 7 days* of signing the booking form.  Please Note: failure to complete deposit payment may result in your booking being cancelled.
<u>Billing Instructions:</u>  When we receive your signed contract a member of our sales admin team will get in contact with you to collect payment. Once we have payment you will be passed to our events team, who will be your main point of contact for your event.  Final invoice will be sent to the above address 4 weeks prior to the event date and must be paid 2 weeks prior to the event date.	

Salomons Estate (T/A Bewl Water) would like to keep you up to date with the latest news and special offers. Signing up is confirmation that you're happy to receive our newsletters, blogs, offers, gifts, events & competitions at all Markerstudy Leisure venues.

Please note: we will not share your data with any third parties. We'll store your data until you wish to unsubscribe.

Marketing Permissions:

Salomons Estate (T/A Bewl Water) will use the information you provide on this form to be in touch with you and to provide updates and marketing. Please let us know all the ways you would like to hear from us (*please tick below boxes*):

- Email
- Direct Mail
- Customised online advertising
- SMS
- Telephone

You can change your mind at any time by contacting us at [reception@salomons-estate.com](mailto:reception@salomons-estate.com) or unsubscribing using the link on any email you receive from us.



We will treat your information with respect. For more information about our privacy practices please visit our website. By signing below, you agree that we may process your information in accordance with these terms.

This is my request to book the Services for the Function/Event as both detailed above at Bewl Water, Bewlbridge Lane, Lamberhurst, Kent, TN3 8JH. I confirm that I have read, understood and agree to the Salomons (T/A Bewl Water) Terms and Conditions which shall apply to this Function/Event Sheet to the exclusion of any terms and conditions, purchase order, request for services or other terms provided by me at any time. Upon acceptance of this application by Salomons UK Limited (T/A Bewl Water) and in consideration of the Services, I agree to pay the fees in accordance with the terms of this Agreement.

IN WITNESS whereof the parties have signed this Function Sheet on the date shown at the bottom of this document and the Customer agrees that it shall be bound by the Salomons Terms and Conditions attached hereto. Where the Customer is a business, the undersigned for the Customer declares s/he is authorised to enter into agreements on behalf of the Customer.

SIGNED on behalf of CUSTOMER by:

Signature: .....

Print Name: .....

Date: .....



## Salomons UK Limited (T/A Bewl Water) Events Terms and Conditions-

### DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

**"Agreement"** means these Terms, the Function Sheet and any Appendices that may be attached;

**"Arrival Date"** means the first date that you will arrive at the Venue for the Event, as specified in the Function Sheet;

**"Balance"** means the amount calculated based on the Minimum Number of Guests attending the Event, as advised by the Customer to the Company in accordance with clause 4.2, plus any additional Services as set out in the Function Sheet or in writing between the parties, less any Deposit paid, payable by the Customer to the Company prior to the Event in accordance with clauses 5.3 and 5.4;

**"Conference"** means the Customer's conference to be held at the Venue as the Event, as detailed in the Function Sheet;

**"Customer", "you" or "your"** means the person or legal entity responsible for the commissioning and payment of the Event, as specified in the Function Sheet;

**"the Company/We/Our/Us"** means either Salomons UK Limited ("Salomons") registered in England and Wales with Company Number: 8501898, Bewl Events & Waterpark Limited ("Bewl Water") registered in England and Wales with company number 09794513, or One Warwick Park Limited ("One Warwick Park") registered in England and Wales with company number 06197768 as identified on the Function Sheet and who owns the Venue where the Event will take place;

**"Deposit"** means the deposit amount as set out in the Function Sheet and payable in accordance with clause 5;

**"Estimated Total Account"** means the revenue that the Company anticipates that it will gain, which is established on the estimated final numbers provided by the Customer in accordance with clause 4.2 of these Terms and Conditions;

**"Event"** means the Customer's booking for use of the area of the Company's event space, public space, bedrooms, facilities and/or food and beverage at the Venue for the Customer's Conference, Function and/or Wedding, as chosen by the Customer and detailed in the Function Sheet;

**"Event Agreement Issue Date"** means the date that the Agreement is issued by us to you in accordance with clause 2.3, as set out in the Function Sheet;

**"Event Outside Our Control"** is defined in clause 19.2;

**"Final Invoice"** means the final invoice sent to the Customer following the Event detailing any additional costs payable by the Customer to the Company calculated and payable in accordance with clause 5.7.

**"Function"** means the Customer's Function to be held at the Venue as the Event, as detailed in the Function Sheet;

**"Function Sheet"** means the Customer's request to book the Services as set out in the document to which these Terms are appended;

**"Guests"** means the Customer's guests/ delegates/ clients for an Event;

**"Outside Contractors"** has the meaning given to it in clause 12.1 and, for the avoidance of doubt, includes Third Party Suppliers;

**"Minimum Number of Guests"** has the meaning given to it in clause 4.2;

**"Services"** means the services that We are providing to you for the Event, as set out in the Function Sheet;

**"Terms"** means the terms and conditions set out in this document, as amended from time to time in accordance with clause 3;

**"Third Party Suppliers"** has the meaning given to it in clause 12.1;

**"Venue"** means either the Bewl Water site, the Salomons' site or the One Warwick Park site, as may be further identified in the Function Sheet

**"Wedding"** means the wedding, including but not limited to, any ceremony, reception, wedding package, food, beverages and/or accommodation, chosen by the Customer and detailed in the Function Sheet.

## 2 OUR CONTRACT WITH YOU

2.1 These Terms shall apply to all Services provided to the Customer as detailed within the Function Sheet to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Function Sheet are complete and accurate before you sign and submit the Function Sheet to Us. The Customer's signature on the Function Sheet will be deemed to be acceptance of these Terms.

2.3 The Customer shall inform Us of the reasons for the Event in the Function Sheet. The Function Sheet constitutes an offer by the Customer to purchase the Services in accordance with these Terms. When you sign and

submit the Function Sheet to Us, this does not mean We have accepted your order for the Services. The Function Sheet shall only be deemed to be accepted when We issue our written acceptance of the Function Sheet at which point and on which date the Agreement shall come into existence ("Event Agreement Issue Date"). If We are unable to supply you with the Services you have requested, We will inform you of this.

2.4 The Agreement constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in the Agreement.

2.5 Any samples, drawings, descriptive matter or advertising issued by Us, and any descriptions or illustrations contained in Our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

2.6 Any quotation given by Us shall not constitute an offer, and is only valid for a period of 30 calendar days from its date of issue.

## 3 AMENDMENTS

3.1 We reserve the right to make changes to the interior and/or exterior of the Venue between the time we accept your booking and the Arrival Date. Such changes may include, but are not limited to, changes to the décor and colour schemes of function rooms. We cannot guarantee that the Venue and its surrounds will be free from additional structures, such as marquees or scaffolding. We will notify you of any significant changes but unless the change is one which is likely to fundamentally change the nature of your Event, in which case you can choose to cancel the Agreement and We shall refund any fees paid by you to Us, we will not offer a refund, costs or compensation.

3.2 We reserve the right to review the booking for the Event at any time and at Our discretion make any necessary non-material adjustments.

3.3 We may make changes to the Agreement, including the Services, from time to time in the event that there are changes in relevant laws and regulatory requirements.

3.4 Except as set out in these Terms, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Us.

3.5 If you are contracting with Us as a consumer, if you wish to cancel the Services requested in the Function Sheet before they have been fulfilled, please see your right to do so in clause 20.

## 4 PROVIDING THE SERVICES AND MINIMUM NUMBER OF GUESTS

4.1 We will supply the Services to you from the Arrival Date for the time stated in the Function Sheet or as agreed between Us in writing.

4.2 The Customer acknowledges that the Event is subject to a minimum number of Guests. The estimated number of Guests must be provided to Us at the time of booking in the Function Sheet, and must be confirmed in writing at least four (4) weeks prior to the Arrival Date. This figure will be the minimum number of Guests that will be chargeable for the Event ("Minimum Number of Guests"). If the number of Guests that attend the Event is less than the Minimum Number of Guests, the Customer acknowledges and agrees to be liable to Us for costs equivalent to the Minimum Number of Guests.

4.3 If you do not, after being asked by Us, provide Us with information that we may require from you in order to provide you with the Services (including the Minimum Number of Guests), or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause, this does not affect your obligation to pay for any invoices We have already sent you.

4.4 The Company shall attempt to provide for any increase in the number of Guests but cannot be held responsible for any failure whatsoever to provide for an increased number of Guests beyond the capacity of the space originally booked.

4.5 The size of the function or conference space allocated to the Event is based on the estimated number of Guests as advised in the Function Sheet at the time of booking, and in the case of more than a 10% reduction in the estimated number of attendees at the time of notifying the Minimum Number of Guests in accordance with clause 4.2, the Company reserves the right to change the allocated function room and make any additional charges in accordance with clause 4.2.

4.6 If you do not pay Us for the Services when you are supposed to as set out in clause 5, We will not provide the Services. This does not affect Our right to charge you interest under clause 5.9.

## 5 PRICE AND PAYMENT

5.1 The Company reserves the right to require payment of a Deposit to secure the booking, which may be payment in full or in part of the costs for the estimated number of Guests and Services, as set out in the Function Sheet. Where the Company requires a Deposit, such amount shall be stated in the Function Sheet. Deposits are non-refundable in the event of cancellation by the Customer.

5.2 The Deposit (where required) shall be paid by the Customer within seven (7) calendar days of the Event Agreement Issue Date. Failure to pay the Deposit within the timescale set out in this clause will entitle the Company at its sole discretion to treat the booking as being cancelled by you.

5.3 For Weddings and Functions We will send you an invoice for payment of the Balance four (4) weeks prior to the Arrival Date. Payment of the Balance must be received by the Company fourteen (14) calendar days prior to the Arrival Date.

5.4 All additional costs including bar accounts incurred over the duration of the wedding/function/event must be paid to a receipted by One Warwick Park prior to departure of the customer.

5.5 The Customer is responsible for any unsettled costs of their guests including, but not limited to, accommodation charges, damage incurred and bar accounts. Payment by the customer must be paid and receipted by Us prior to departure of the customer.

5.6 Only with the written agreement of Salomons UK Ltd (T/A Bewl Water): Following the Event an invoice, detailing any additional costs ("Final Invoice"), will be issued to the customer. Payment for the Final Invoice must be made within 30 days of the date of invoice.

5.7 For Conferences the estimated number of guests must be provided to Us, at a minimum, 14 days prior to the Arrival Date. The Customer acknowledges that the Daily Delegate Rate is subject to a minimum number of guests, if the number of guests is less than the minimum number, the customer will be held liable for the costs equivalent to the minimum number of guests.

5.8 An invoice for payment equal to the amount based on the estimated number of guests attending the event will be issued four (4) weeks prior to the conference/exhibition ("Final Deposit"). Payment must be received by One Warwick Park fourteen (14) days prior to arrival date.

5.9 All additional costs including bar accounts incurred over the duration of the conference/Exhibition must be paid to a receipted by One Warwick Park prior to departure of the customer.

5.10 The Customer is responsible for any unsettled costs of their guests including, but not limited to, accommodation charges, damage incurred and bar accounts. Payment by the customer must be paid and receipted by Us prior to departure of the customer.

5.11 Your rights to a refund of fees on cancellation are set out in clauses 20, 21 and 22.

5.12 Payments of invoices should be made in cash, bankers draft, cheque, debit cards or credit cards as are recognised by the Company.

5.13 The Customer may instruct the Company in writing prior to the Event to obtain payment for any additional food, beverage or other services direct from the person incurring such charges. The Customer shall pay the Company any charges incurred by the Customer or their Guests for any food and beverage or other services supplied by the Company that are not included in the Deposit/Balance and are not paid for at the time of request. Where applicable, We will send you a Final Invoice for any additional food, beverage or other services within twenty one (21) calendar days following the Event. Payment of the Final Invoice must be made by the Customer in cleared funds within thirty (30) calendar days of the date of the invoice.

5.14 Our prices include VAT. However, if the rate of VAT changes between the date of the Function Sheet and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

5.15 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

5.16 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 5.9 will not apply for the period of the dispute.

## 6 PETS

Pets are only permitted at the Venue with Our prior written consent, and where such consent is granted, pets are to be kept under control at all times and must not be left unsupervised anywhere in the Venue or its grounds at any time. Any fouling in the Venue grounds is to be picked up and disposed of in a responsible manner by the Customer. The Customer shall be liable for, and shall pay the cost to rectify, any damage caused by pets at the Venue.

## 7 LICENSING AND STATUTORY REGULATIONS

Events held at the Venue are subject to statutory regulations including those relating to health and safety, fire precautions and entertainment and liquor licensing. All statutory regulations must be strictly observed and copies are available from the banqueting office. The provisions of the Licensing Acts must also be observed. The Company will on request apply for appropriate licences, at an additional cost to the Customer, but cannot guarantee that these will be granted as required.

## 8 DISCOTHEQUE MUSIC

The policy of the Company is that guests requiring discotheque music should preferably use the Company nominated discotheque which will be engaged directly by the Customer. Should Customers prefer to use their own discotheque they will be required to sign our Bands & Disco Policy and be governed by the conditions therein.

## 9 FINISHING TIME

The Customer acknowledges that the Event is to finish at the time stated in the Function Sheet. If the Event continues beyond this time, We may at Our discretion make an additional charge to cover extra expenses incurred. Extensions beyond this Event finishing time are in any event subject to the licensing regulations referred to in Clause 7.

## 10 ALCOHOL, BEVERAGES AND FOOD POLICY

You may not bring outside food or drink into the Venue for use during the Event, unless agreed by Us in writing in advance of the Event.

## 11 ADVERTISING

11.1 A booking for any part of the Venue does not confer on a Customer or his or her agent any right to use the Company's name or the Company for advertising purposes.

11.2 Any Customer or his or her agent must obtain consent from the Company before posting advertisements, direct mailing, or seeking media advertising or editorial coverage in the press, on radio or television or of any kind. The Company reserves the right to vet, amend or refuse the use of any poster, media statement or advertisement that refers to the Venue, the Company's trading activities or any activity or event held at the Venue..

## 12 THIRD PARTY SUPPLIERS

12.1 We can provide you with details of third party suppliers that supply services that may be of interest to you in connection with your Event ("Third Party Suppliers"). If you do choose to engage any Third Party Suppliers, or any other third party suppliers, outside contractors or subcontractors (together "Outside Contractors"), such engagement shall be outside of this Agreement directly between you and such Outside Contractor. We accept no liability for Outside Contractors' performance of services and you should take up any complaints with them directly.

12.2 Should the Customer wish to use any Outside Contractors at the Venue, the Customer must inform the Company of this intention at least thirty (30) calendar days before the Arrival Date.

12.3 Any Outside Contractors must adhere to the Company's reasonable rules (including but not limited to health and safety regulations and rules). We reserve the right, at Our sole discretion, to require any Outside Contractor to be removed from the Venue without liability to you or such Outside Contractor should they fail to abide by our rules or applicable laws and regulations.

12.4 In Our sole discretion, We may require that the Outside Contractors provide proof insurance to be determined in Our sole discretion based on the type of services the Outside Contractors shall provide. We also reserve the right to charge additional fees for this.

## 13 NON-ARRIVAL CHARGES

13.1 Bedrooms reserved in conjunction with the Event and subsequently cancelled or not taken up will be subject to the cancellation policy set out in clause 20.

13.2 The Customer will also be liable for any expenditure incurred wholly or solely on behalf of the Customer or any Guest in connection with any bedrooms reserved in conjunction with the Event.

## 14 CONDUCT AND DAMAGE

14.1 The Customer shall, and shall procure that each of its Guests shall, behave in a proper, appropriate and legal manner with due respect to the Company, the Company's staff, the Venue and other guests and their property. If, in the Company's sole discretion, the Customer or any Guest behaves inappropriately, improperly or illegally, the Company reserves the right to remove the Customer and/or the Guest or Guests from the Venue without liability.

14.2 The Customer shall ensure that any children under 18 years of age attending the Event or using the Venue are properly supervised at all times.

14.3 The Customer shall, and shall procure that each Guest shall, read and comply with all fire, health and safety notices at the Venue.

14.4 The Customer shall ensure that each Guest is familiar with and understands the provisions of the Agreement, and the Customer shall be responsible for ensuring each Guest complies with its terms.

14.5 We request that only bio-degradable confetti is used at the Venue.

14.6 Use of paper lanterns and fireworks are only permitted with Our prior written consent.

14.7 Smoking is only permitted in the areas designated as smoking areas at the Venue. All buildings and structures at the Venue are strictly non-smoking.

14.8 No nails, screws or other fixtures may be driven into any part of the Venue building or structures, including floors, nor may any part of the Venue be damaged or disfigured in any way. The Customer shall be responsible for any damage to any part of the Venue or to any fixtures, fittings or equipment caused by the Customer, any Outside Contractor or Guests and the Customer shall keep the Company fully indemnified in respect of any damage, loss or costs incurred in relation to such damage.

14.9 The Customer shall, and shall procure that each of its Guests shall, comply with all reasonable requests and instructions of Venue staff.

14.10 We reserve the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the Venue or to risk the safety of people at the Venue.

## 15 CLOAKS AND PERSONAL PROPERTY

15.1 The Customer shall ensure that it will take all reasonable steps to ensure that the personal property of the Customer, the Guests and Outside Contractors, including but not limited to any wedding or other gifts, are kept safe and secure whilst at the Venue.

15.2 The Company excludes responsibility for the property of Customers, Outside Contractors or Guests and We shall not be responsible for any loss, theft or damage of such property, other than, where you are contracting with Us as a consumer, as a result of Our negligence or other breach of statutory duty.

15.3 Cloakrooms are provided for the convenience of the Customer and Guests, but any items deposited in the cloakrooms are deposited at the owner's risk and without any obligation on the part of the Company. You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. We have no insurance for, and to the fullest extent permitted by applicable law, we shall not be responsible for, any damage to or loss of your property or the property of your Guests or Outside Contractors.

## 16 EQUIPMENT AND STORAGE

The Company, if requested, will assist the Customer where reasonably possible with the storage of equipment or other items at the Customer's own risk. The Company excludes liability for loss or damage to any item to the fullest extent permitted by applicable law.

## 17 INSURANCE

The Company recommends you consider purchasing appropriate insurance cover for your Event.

## 18 LIMITATION OF LIABILITY

If you are contracting as a consumer, nothing in these Terms will affect your statutory rights. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

18.1 Nothing in the Agreement shall exclude or limit in any way Our liability for:



18.1.1 Death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; or

18.1.2 Fraud or fraudulent misrepresentation.  
18.2 If you are contracting with Us as a consumer, subject to clause 18.1:  
18.2.1 If We fail to comply with the Agreement, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Agreement or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by you and Us at the time we entered into this Agreement;

18.2.2 We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and We have no liability to you, the Guests or any Outside Contractors for any loss of profit, loss of business, business interruption, or loss of business opportunity;

18.2.3 The Company's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to 200% of the total fees paid or payable by the Customer to the Company for the Services.

18.3 In the event that the limitation set out in clause 18.2.3 is adjudged to be unreasonable in the circumstances by a court of competent jurisdiction then the amount of the Company's total liability shall be increased to the amount which the Company can recover from its insurers as insured loss.

18.4 If you are contracting with Us as a business, subject to clause 18.1:  
18.4.1 The Company shall under no circumstances whatsoever be liable to the Customer, the Guests or any Outside Contractors, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement;

18.4.2 The Company's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total fees paid by the Customer to the Company for the Services;

18.4.3 The Customer will fully indemnify the Company, its employees, agents, representatives and subcontractors against all claims howsoever arising from third parties (including the Customer's employees, agents, representatives, Guests or subcontractors (including any Outside Contractors)) or by any of the Customer's employees, agents, representatives, Guests or subcontractors (including any Outside Contractors) in relation to the Services provided (save to the extent of the Company's liabilities set out in this clause). For the avoidance of doubt this indemnity extends to all contractual and tortious claims in any part of the world and includes claims in respect of property damage and personal injury or death arising from negligence.

18.5 This clause 18 shall survive termination of the Agreement.

## 19 EVENTS OUTSIDE OUR CONTROL

19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Agreement that is caused by an Event Outside Our Control.

19.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

19.3 If the Event Outside Our Control prevents Us from providing any of the Services for more than thirty (30) calendar days, We shall, without limiting Our other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Customer.

## 20 YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

20.1 The Deposit and Balance paid to the Company shall be set against monies due or to become due from the Customer in respect of the Event booked and Services provided or to be provided to the Customer by the Company. All Deposits are non-refundable in the event of cancellation by the Customer for any reason, including any changes by the Customer to the Arrival Date.

20.2 If the Customer cancels a Wedding, the following charges will be imposed:

20.2.1 For cancellations between thirty six (36) and twenty four (24) weeks prior to the Arrival Date the charge will be fifty per cent (50%) of the Estimated Total Account for the Event less VAT;

20.2.2 For cancellations between twenty four (24) and four (4) weeks prior to the Arrival Date the charge will be seventy five per cent (75%) of the Estimated Total Account for the Event less VAT; or

20.2.3 For cancellations less than four (4) weeks prior to the Arrival Date, or failing to attend, the charge will be 100% of the Estimated Total Account for the event less VAT.

20.2.4 Upon cancellation all charges become immediately payable by the customer.

20.3 If the Customer cancels a Conference or Function, the following charges will be imposed:

20.3.1 For cancellations between twelve (12) and four (4) weeks prior to the Arrival Date the charge will be fifty per cent (50%) of the Estimated Total Account for the Event less VAT;

20.3.2 For cancellations between four (4) and one (1) week prior to the Arrival Date the charge will be seventy five per cent (75%) of the Estimated Total Account for the Event less VAT; or

20.3.3 For cancellations less than one week prior to the Arrival Date, or failing to attend, the charge will be one hundred per cent (100%) of the Estimated Total Account for the Event less VAT.

20.3.4 Upon cancellation all charges become immediately payable by the customer.

20.4 Requests by the Customer to change the Arrival Date shall be treated as a cancellation of the Event. If the Customer changes the Arrival Date the following charges may be imposed at the Company's discretion:

For Weddings:

20.4.1 For cancellations between thirty six (36) and twenty four (24) weeks prior to the Arrival Date the charge will be twenty five per cent (25%) of the Estimated Total Account for the Event less VAT;

20.4.2 For cancellations between twenty four (24) and four (4) weeks prior to the Arrival Date the charge will be fifty per cent (50%) of the Estimated Total Account for the Event less VAT; or

20.4.3 For cancellations less than four (4) weeks prior to the Arrival Date, or failing to attend, the charge will be seventy five per cent (75%) of the Estimated Total Account for the event less VAT;

20.4.4 Upon cancellation all charges become immediately payable by the customer.

For Conferences and Functions:

20.4.5 For cancellations between twelve (12) and four (4) weeks prior to the Arrival Date the charge will be twenty five per cent (25%) of the Estimated Total Account for the Event less VAT;

20.4.6 For cancellations between four (4) and one (1) week prior to the Arrival Date the charge will be fifty per cent (50%) of the Estimated Total Account for the Event less VAT; or

20.4.7 For cancellations less than one week prior to the Arrival Date, or failing to attend, the charge will be seventy five per cent (75%) of the Estimated Total Account for the Event less VAT.

20.4.8 Upon cancellation all charges become immediately payable by the customer.

## 21 OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

21.1 This clause 21 applies if you are contracting with Us as a consumer.

21.2 We may cancel the Agreement with 30 calendar days prior written notice if:

21.2.1 The Event is deemed prejudicial to the reputation of the Company or the Elite Leisure Collection Group of Companies; or

21.2.2 We become aware of any deterioration in your financial situation such that We reasonably consider that you may not be in a position to fulfil your express obligations under the terms of the Agreement.

21.3 We may cancel the Agreement under clause 19 if there is an Event Outside Our Control which means we cannot provide the Services to you.

21.4 If We have to cancel the Event under clause 21.2 or clause 19 and you have paid a Deposit and/or Balance for Services that have not been provided to you, We will refund these amounts to you.

21.5 Where We have already started work on your Event by the time We have to cancel under clause 21.2 or clause 19, We will not charge you anything and you will not have to make any payment to Us.

21.6 We may cancel the Agreement for Services at any time with immediate effect by giving you written notice if:

21.6.1 You do not pay Us when you are supposed to as set out in clause 5. This does not affect Our right to charge you interest under clause 5.9; or

21.6.2 You break the Agreement in any other material way and you do not correct or fix the situation within 30 calendar days of Us asking you to do so.

## 22 TERMINATION

22.1 This clause 22 applies if you are contracting with Us as a business.

22.2 Without limiting its other rights or remedies, the Company may terminate the Agreement with immediate effect by giving written notice to the Customer if:

22.2.1 The Customer commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 calendar days of being notified in writing by the Company to do so;

22.2.2 The Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 calendar days after being notified in writing to make such payment;

22.2.3 The Customer ceases to do business, becomes unable to pay its debts as they fall due, becomes or is deemed insolvent, has a receiver, liquidator, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business (or is the subject of a filing with any court for the appointment of any such officer), makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction;

22.2.4 The Event is deemed to prejudice the reputation of the Company or the Elite Leisure Collection Group of Companies.

22.3 In the event the Company exercises its right to terminate the Agreement in accordance with clause 22.2, the Company shall refund any Deposit and/or Balance paid by the Customer to the Company. The Company excludes all other liability to the fullest extent permitted by law. The Customer acknowledges this limitation in the Company's liability and waives their rights for any claim other than those in relation to any Deposit or Balance paid.

22.4 Termination of the Agreement, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

22.5 Clauses which expressly or by implication survive termination of the Agreement shall continue in full force and effect.

## 23 INFORMATION ABOUT US AND HOW TO CONTACT US

23.1 We are a company registered in England and Wales. Our registered office is at 45 Westerham Road, Sevenoaks, Kent, TN13 2BQ.

23.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning 01892 515152 or by e-mailing Us at [reservations@salomons-estate.com](mailto:reservations@salomons-estate.com).

23.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post



to Salomons UK Limited at Salomons Estate, Broomhill Road, Southborough, Tunbridge Wells, Kent TN3 0TG and/or reservations@salomons-estate.com. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Function Sheet.

#### **24 HOW WE MAY USE YOUR PERSONAL INFORMATION**

24.1 We will use the personal information you provide to Us to:

24.1.1 Provide the Services;

24.1.2 Process your payment for such Services; and

24.1.3 Inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

24.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

24.3 You agree that We may pass your personal information and details about your Event to Third Party Suppliers. You can ask Us not to pass your details to such Third Party Suppliers by ticking the relevant box in the Function Sheet.

24.4 Other than stated in this clause, We will not give your personal data to any other third party.

#### **25 OTHER TERMS**

**25.1 ASSIGNMENT** - We may assign, transfer or subcontract Our rights and obligations under the Agreement to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under the Agreement.

**25.2 RIGHTS OF THIRD PARTIES** - The Agreement is between You and Us. No other person shall have any rights to enforce any of its terms.

**25.3 SEVERANCE** - Each of the paragraphs of the Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, invalid or unenforceable such paragraph shall, to the extent required, be deemed to be deleted and the remaining paragraphs will remain in full force and effect.

**25.4 MISCELLANEOUS** - This Agreement does not affect any rights which the Company or others may have under the Hotel Proprietors Act 1956 where the Act applies.

**25.5 WAIVER** - If We fail to insist that you perform any of your obligations under the Agreement, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

**25.6 NO PARTNERSHIP OR AGENCY** - Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**25.7 NO CONFLICTS** - In the event of a conflict between this Agreement and any other terms (including Customer or third party terms), this Agreement shall prevail.

**25.8 GOVERNING LAW AND JURISDICTION** - This clause applies if you are contracting with Us as a consumer. This Agreement is governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

**25.9 GOVERNING LAW AND JURISDICTION** - This clause applies if you are contracting with Us as a business.

25.9.1 Governing law. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

25.9.2 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).