

# Terms and Conditions

## In these Terms and Conditions:

'The Hotel' signifies the Ponsbourne Park Hotel, Newgate Street Village, Herts, SG13 8QZ (owned by Tesco Stores Ltd.)  
'The Client' signifies the person/organisers responsible for the booking of/payment of the Event at Ponsbourne Park.

## Booking Confirmation

- Any booking is considered Provisional until the Hotel receives a signed copy of these Terms and written confirmation of function details from the client.
- Receipt of the above by the Hotel will be deemed to be the Client's acceptance of the Terms and Conditions.
- The Hotel reserves the right to re-sell the facilities discussed should the above not be received within 14 days from the initial Enquiry / Booking Letter.
- In order to confirm a private function a deposit of £200 will be required.

## Deposits and Payments

- Prior to the event the Hotel will send a Pro-Forma Invoice for the total estimated costs of which 50% must be paid as a form of Deposit.
- 14 days prior to the event, the Hotel requires the outstanding balance to be paid in full. Up until this time, the Pro-Forma Invoice will be amended if and when details change.
- Any payment request/invoice issued by the Hotel will be payable within 14 days from the date of invoice.
- Where credit facilities have been afforded by the Hotel, payment must be received by the Hotel, 28 days from the invoice date. The Hotel reserves the right to charge interest on all overdue accounts.
- Should credit be due this will be forwarded by the Hotel no later than 14 days after the event.

## Numbers

- Provisional minimum numbers will be requested and agreed at the time of booking.
- At least 14 days prior to arrival, the client will provide the Hotel with expected guest numbers. These will form the basis for the Pro-Forma Invoice. The Hotel will accept the changes in numbers up to 3 days prior to the event.
- The ultimate charge to the Client will be calculated using the final number confirmed to the Hotel at this time or the actual number of attendees on the day, whichever is the greater, provided that the Hotel's minimum requirements are exceeded.

## Ponsbourne Park Minimum Numbers:

*Certain Function Rooms can only be reserved on the basis of a minimum number of guests. The Hotel will notify the Client of these. If at any time the expected numbers fall below the confirmed numbers the Hotel reserves the right to charge for not less than the full value of the function for the originally stated minimum guest numbers.*

## Prices and Payment

- Prices quoted in all brochures are for the current year only and subject to variation up to 16 weeks prior to event date, after which, except for Client changes, they may only vary due to reasons outside the Hotel's control (Vat), in which case the Client will be notified immediately. In such event, the client will have the right to cancel the booking without cost.
- Payment is by Cash, Cheque or Credit Cards that are recognised by the Hotel.
- Children aged between 3 and 10 years will be charged 50% of the adult price agreed.
- Children below the age of 3 years are free of charge.
- The Hotel hold a liquor license until 12.00am (11.30pm Sundays).  
For pre-agreed extended hours the following charges apply: 12.00am until 1.00am - £300.

## Accommodation

- Any bedrooms booked are available from 2.00pm on the day of arrival and must be vacated by 10.00am on the day of departure.
- Residential room charges must be paid prior to departure.
- Bedrooms reserved in conjunction with functions are regarded as guaranteed bookings and, in the event of non-arrival, any additional nights for this reservation shall then be cancelled and appropriate charges levied.
- Provided the Hotel receives confirmation either by letter/fax/e-mail of a bedroom cancellation at least 24 hours prior to the event the above stated charge does not apply. Charges will always apply where more than 4 rooms per booking/event are cancelled at this late stage.
- Bookings are made on 'first come first served' basis and unless rooms are pre-booked there can be no guarantees for specific bedrooms in the Main House or Annexe. It is advised that bedrooms are booked with sufficient notice to avoid disappointment.

## Corkage

- No food or beverages may be brought into the Hotel or its grounds by the Client or guests for the consumption or sale on the premises without the express written consent of the Hotel. Corkage charges are available on request.
- Any food or beverages being offered as a raffle or draw prize must not be consumed on the premises.

## Contractual Services

- Prior consent must be obtained by the Client from the Hotel before any entertainment or contractual services are booked.
- Written approval is required from the Hotel prior to the fixing of any decoration or displays to the walls, doors, pillars, floors and ceilings. Fire Exits may not be blocked or covered.
- The Client will ensure that those agreed outside services will report to the Manager on duty on arrival. The Hotel reserves the right to refuse entry to any stated outside service with good reason.

## Agents

- Should the Client contract with the Hotel through and Agent, the Agent acts in that capacity for the customer, and not the Hotel. The Client therefore accepts full responsibility for payment of the Hotel's account.

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## Cancellation Policy – RE: Meetings

- In the event of cancellation of a booking, written confirmation must be received by the Hotel. This will be acknowledged by the Hotel within 5 working days and will detail any charges that may apply.
- For Meeting cancellations, the following will apply:

12 months plus	No charges will be incurred
12 to 2 months	25% of the total pro-forma invoice shall be non-returnable nor non-transferable
8 to 2 weeks	50% of the total pro-forma invoice shall be non-returnable nor non-transferable
Less than 2 weeks	100% of the total pro-forma invoice shall be levied
- For any guest cancellations, after the 3 day deadline the full price including any accommodation charges previously agreed by both parties will be charged regardless of minimum numbers and with no exceptions.
- The Hotel does not accept liability for the cancellation of an event due to adverse weather conditions.
- Any 'postponements' of confirmed and contracted business will be considered as a cancellation.

**Note:** *The Hotel will endeavour to re-sell any space and associated bedrooms. In the event that the Hotel is successful the cancellation charges may be reduced accordingly.*

## Cancellation Policy – RE: Private Functions

- In the event of cancellation of a booking, written confirmation must be received by the Hotel. This will be acknowledged by the Hotel within 5 working days and will detail any charges that may apply.
- For Function cancellations, the following will apply:
  - On cancellation: Full deposit shall be non-returnable or non-transferable
  - 12 - 6 months: Full deposit shall be forfeited and a charge of 50% of the pro-forma invoice will be levied based on minimum numbers.
  - Less than 6 months: Full deposit shall be forfeited and the maximum charge as per the pro-forma invoice shall be levied.
- For any guest cancellations, after the 3 day deadline the full price including any accommodation charges previously agreed by both parties will be charged regardless of minimum numbers and with no exceptions.
- The Hotel does not accept liability for the cancellation of an event due to adverse weather conditions.
- Any 'postponements' of confirmed and contracted business will be considered as a cancellation.

**Note:** *The Hotel will endeavour to re-sell any space and associated bedrooms. In the event that the Hotel is successful the cancellation charges may be reduced accordingly.*

## Changes and Cancellations by the Hotel

- The Hotel reserves the right, without prior notice, to change the Client's assigned room/s for one/s of equal suitability without affecting any minimum or other charge.
- The Hotel may change / cancel the booking at any time and without liability to the Client if:
  - The Client is unable to pay its debts according to invoices provided and their noted timescales, or if the Hotel becomes aware of any changes to the Client's financial situation.
  - The Client makes any significant changes to the programme or expected number of guests, that may result in amendments in the agreed rates and / or facilities offered by the Hotel.
  - If the booking might, in the opinion of the Hotel, prejudice the reputation of the Hotel
  - Any part of the Hotel is closed or unable to operate for any reason beyond the Hotel's control.
- If the Hotel cancels the booking for a reason other than those stipulated above, then it will use all reasonable endeavours to provide alternative facilities in another Hotel. The Hotel's liability to the Client shall be no greater than the amount paid by the Client to the Hotel in respect of any booking.

## Etiquette and Controls

- The Hotel reserves the right to judge acceptable levels of noise or behaviour of the Client and Guests and the Client must take all steps necessary for corrective action. In the event of failure to comply, the Hotel reserves the right to cancel the booking or terminate any event without being liable for any refund or compensation.
- It is the Hotel's policy not to discriminate on the grounds of race, colour, nationality, ethnic origin, creed, sex, marital status or disability. The Client and it's guests are expected to comply with this policy and the Hotel reserves the right to remove from the premises any person/s offending against the policy, again without incurring any liability.
- The Hotel and all events held within the premises and grounds are subject to statutory controls, including those relating to fire, licensing and entertainment, and must be strictly observed by the Client and Guests.
- When booking an event at the Hotel, the Client should be aware that when reserving a room/rooms/outside areas of the Hotel, as specified, other rooms and outside areas may be used concurrently for other events, and that parts of the Hotel are open to the public during all or part of any event.

## Damage and Liability

- Other than for death or personal injury caused by negligence, the Hotel and it's employees will not be liable for any loss, damage or expenses to any person or object however caused.
- Unless the Hotel is liable under the above clause, the Client will indemnify the Hotel from and against any and all liability and any claims, cost, demands, proceedings and damages resulting from the event, the Client and its guests and any outside service contractor.
- The Client is responsible for any damage caused to the allocated rooms, furnishings and equipment in them by any act or neglect of the Client and its guests and any outside service contractor and shall pay the Hotel on demand the amount required to rectify the damage
- The Hotel operates a non-smoking policy in all areas except the Bar area (this being the Garden Room). Guests are reminded that should smoking persist or damage occur from burning cigarettes/matches, these guests will be asked to vacate the property and damages will be charged.
- The Hotel cannot accept responsibility for any belongings left unattended during or after any event.

Signed on behalf of 'the Client'

Signed on behalf of 'the Hotel'

Date of signing

Date of Function