

# Wedding Events

## Terms and Conditions

### 1.0 DEFINITIONS

- 1.1 "Agreement"; the signed agreement for the Event which incorporates these Terms & Conditions in full.
- 1.2 "Arrival"; the first day of the Event.
- 1.3 "Client", "you" or "your" (as applicable); the person, responsible for organising and paying for the Event.
- 1.4 "Company", "we", "us" or "our" (as applicable); the legal entity operating the Hotel.
- 1.5 "Event"; the Wedding event (with or without ceremony) to take place at the Hotel using any of the Facilities.
- 1.6 "Event Sub-contractors"; third-party sub-contractors hired by you (or on your behalf or on behalf of your Guests) for the Event including (but not limited to); wedding organisers, florists, stylists, venue arrangers, caterers, photographers, entertainers, etc., etc.
- 1.7 "Facilities"; any area of the Hotels' meetings, event and public spaces, with or without accommodation required for the Event.
- 1.8 "Guests"; your guests attending the Event.
- 1.9 "Hotel"; the hotel property where the Event will be held.
- 1.10 "LGH"; LGH Hotels Management Limited; LGH manages the hotel for the Company.
- 1.11 "Unforeseen Events"; include terrorist activity (threatened or actual) whether or not within the proximity of the Hotel, misconduct or negligence of a Guest or any third-party, war (or threat of war), civil or political action or disturbance, riot, natural disaster, fire, epidemic, pandemic, military activity, governmental or regulatory action, industrial dispute, acts of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events.

### 2.0 THE AGREEMENT

- 2.1 The Agreement will become effective and legally binding once you have signed it and paid any pre-payments due under Section 6.0.
- 2.2 The pre-payments required with signing the Agreement are on a scale depending on the booking lead time and may not be refundable in full if the Agreement is cancelled for any reason.
- 2.3 Once the Agreement is in effect, the Event will be confirmed and the Facilities held for exclusive use by you and your Guests. For clarity, you are not allowed to re-sell the Facilities.
- 2.4 Until you sign the Agreement and pay any required pre-payment, we will hold the Facilities on reserve in your name, but reserve the right to release the Facilities without notice at any time until you sign and make the pre-payment.
- 2.5 We reserve the right to accept more than one event on a particular day. If you want to obtain exclusive use of the Hotel for your Event, this may be arranged for an additional charge.

### 3.0 GUEST NUMBERS

- 3.1 The Agreement will specify the "Anticipated Number" and "Maximum Number" of Guests you expect at the Event as well as the "Minimum Number" of Guests we will accept for the Event to be viable.
- 3.2 You will notify us of the "Final Number" of Guests at least four weeks before Arrival. We will use reasonable efforts to accommodate later changes at our sole discretion.
- 3.3 The chargeable amount will be calculated according to the higher of either the Anticipated Number or the Final Number of Guests.

### 4.0 EVENT DETAILS

- 4.1 For the duration of the Event, we will grant you a licence to use the Facilities, strictly for the purpose of the Event.
- 4.2 If after signing the Agreement, you require any changes to the Facilities or the Event, you need to notify us of your new requirements in writing at least fourteen days prior to Arrival. We will use reasonable efforts to accommodate such changes at our sole discretion.
- 4.3 The Facilities allocated are dependent on Guest numbers. If the Anticipated Number or the Final Number drop below the Minimum Number, we may at our sole discretion; (i) change the Facilities allocated; (ii) relocate the Event to an alternative venue; or (iii) fix the Event charges based on the Minimum Number.
- 4.4 If either the Anticipated Number or Final Number increase so that in our reasonable opinion, the Event space allocated is too small to accommodate the increase of numbers, we may at our sole discretion; (i) cancel the Event and charge cancellation charges in accordance with Section 9.0; (ii) change

the Facilities allocated; (iii) relocate the Event to an alternative venue; or (iv) renegotiate the Agreement in its entirety.

If we exercise option 4.4(ii) and/or 4.4(iii), we may levy any additional charges as are reasonable and you agree to pay such additional charges on demand.

- 4.5 We reserve the right to change the assigned Facilities for an appropriate alternative if we have a reasonable operational reason for doing so and will endeavour to give adequate prior notice.
- 4.6 The Event should start and finish at the times set out in the Agreement; deviation from the proposed times may result in additional charges which you agree to pay on demand.
- 4.7 You (including your Guests and any third-parties employed by you for the Event), are not allowed to bring any food or drink into the Hotel for consumption around and during the Event, unless agreed in writing with us. If we agree to allow food and drink to be brought in, you will be required to sign such disclaimers as we may require and will pay any supplements, charges or surcharges that we may reasonably require.
- 4.8 You will pay us for any food, beverages and other services not provided for in the Agreement but made available on your request, whether in advance of or during the Event ("Additional Items").
- 4.9 You need to advise us of any special dietary requirements at least seven working days prior to the Event.

### 5.0 GUEST BEDROOMS

- 5.1 Guest bedroom allocations, room types, rates and release dates (where appropriate) are as set out in the Agreement.
- 5.2 You need to give us the final rooming lists, in writing, at least fourteen days prior to Arrival (unless specified otherwise in the Agreement).
- 5.3 We will 'block book' or reserve an agreed number of bedrooms for your Guests. Any blocked guest bedrooms which have not been reserved by name four weeks before the Event will be released for general sale by us. While we will use reasonable efforts to accommodate late requests for Guest bedrooms, once the room block is released, we are not able to guarantee availability.
- 5.4 If a particular room which has been booked by you is unavailable at the Hotel on Arrival, we reserve the right (without liability) to relocate you or the affected Guest to an alternative room of a similar standard within the Hotel.
- 5.5 If any confirmed Guest fails to arrive to occupy any guaranteed hotel rooms (a "No Show"), you will be charged 100% of the agreed rate for the period of the Event ("No Show Charge").
- 5.6 Unless you agree otherwise in the Agreement, all Guests will be required to provide a credit card at check-in and will be responsible for all discretionary room spends and all other expenses charged to the room whilst staying at the Hotel.

### 6.0 PRE-PAYMENTS & OTHER PAYMENTS

- 6.1 You agree to pay the following pre-payments when returning the signed Agreement. Where the Event is to take place (in each case from the date you return the signed Agreement):
  - 6.1.a more than 271 days; the higher of £500 or 30% of the total estimated Event value;
  - 6.1.b between 181 and 270 days; 50% of the total estimated Event value;
  - 6.1.c between 91 and 180 days; 80% of the total estimated Event value; or
  - 6.1.d 90 days or less from the return of the signed Agreement; 100% of total estimated Event value.
- 6.2 Where you are required to pay less than 80% under Section 6.1, you will pay the balance of 80% of the estimate Event value, no later than 90 days prior to the Arrival Date.
- 6.3 Final Payments. You agree to;
  - 6.3.a pay the balance of the total estimated Event value (if any), 28 calendar days prior to the Arrival date;
  - 6.3.b pay the amount of any Additional Items ordered prior to the Event, 7 calendar days before the Arrival date; and
  - 6.3.c you further agree to provide a credit card to secure any Additional Items on the day.
- 6.4 When paying by Credit Card, you will need to complete a credit card payment authorisation form and we will take payment on the card in accordance with the above schedule. On departure after the Event, a receipt will be provided to the card holder.
- 6.5 If you fail to pay any amount by its due date, we may treat the Event as cancelled by you and may apply cancellation charges in accordance with Section 9.0.

### 7.0 CANCELLATION BY THE CLIENT

- 7.1 If you wish to cancel the Event (or part of the Event e.g.; a meal, accommodation, duration of the event or hire of event space); cancellation charges as set out in Section 9.0 may apply.

- 7.2 If you wish to make any cancellation, you must do so in writing (which can be by email) and will take effect from the date we receive it.
- 7.3 Following cancellation of the Event by you, we will use reasonable efforts to re-sell the Event Facilities on a 'last-let' basis and subject to you having paid the cancellation charges referred to in Section 9.0 in full, if we are able to re-sell any element of the Event, we will hold the value of such sales (up to the amount allocated for that element under the Agreement) for your credit to be used against any future event at the Hotel or, at our sole discretion, we may choose to refund you that amount less 15% for our reasonable administration and costs.

## 8.0 CANCELLATION BY THE COMPANY

- 8.1 We may cancel the Event if;
- 8.1.a) The Final Number is less than the Minimum Number (unless you agree to pay for the Event based on the Minimum Number);
- 8.1.b) You are in breach of condition of the Agreement including failure to make any payments when due;
- 8.1.c) in our reasonable opinion, the Event may prejudice the reputation of the Hotel; or
- 8.1.d) 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 obligation under the Agreement.
- 8.2 If we cancel the Event, cancellation charges as set out in Section 9.0 may apply.

## 9.0 CANCELLATION CHARGES

- 9.1 Cancellation charges will be calculated as set out in Table 1 below and will be based on the Anticipated Number and rates contracted by the Agreement for each day of the Event and for all service elements of it. If no specific rates are stated, the prevailing rates for such services and/or products available at the Hotel will be applied. If no specific Guest numbers are stated, the charging will be based on the Maximum Number for the Facilities contracted.
- 9.2 All cancellation charges are subject to VAT at the prevailing rate and will be payable in full within fourteen days of the date of our invoice.
- 9.3 If following confirmation of an Event, the Maximum Number increases such that a different cancellation charge applies, the old cancellation charge will be superseded. However, if the Maximum Number decreases, the cancellation charge will not change (even if a different cancellation charge would otherwise apply).
- 9.4 In addition to the cancellation charges above, you agree to reimburse us for all expenditure incurred by us including any costs, charges or penalties as a result of our need to cancel our arrangements with third parties in relation to the Event as a consequence of cancellation of it.

**Table 1**

Cancellation Period	Cancellation Charge Payable*
0 – 28 days	100%
29 – 180 days	80%
181 - 270 days	50%
271 – 365 days	30%
More than 1 year	£500

\* Subject to a minimum of £500

## 10.0 CONDUCT

- 10.1 You will use your best endeavours to ensure that Guests do not enter areas of the Hotel other than public spaces, guest bedrooms and any other areas which are indicated as being off-limits to Guests. Subject to Section 13.2, we will not be responsible for death, personal injury or loss or damage to property suffered by a Guest in such areas.
- 10.2 You will use your best endeavours to ensure that the behaviour of all persons involved with or attending the Event will be appropriate. For clarity, any statement or conduct that in our reasonable opinion is defamatory, racist, likely to cause or stir any threatening behaviour or may bring the Hotel, the Company and/or LGH's name into disrepute will be deemed as inappropriate. We reserve the right in our sole discretion to refuse entry to any person or to ask any person to leave the Hotel premises.

## 11.0 INDEMNITY

- 11.1 You will indemnify us (together with our employees, agents and suppliers or sub-contractors), for any loss or damage we may suffer as a result of any actions, lawsuits, demands, claims, liabilities, taxes, losses, settlements, judgments, costs and expenses (including our legal fees and costs), resulting from any; (i) breach of the Agreement; (ii) unlawful acts; (iii) negligent acts or omissions; or (iv) wilful misconduct; caused by you or your Guests, your agents or Event Sub-contractors.

## 12.0 UNFORESEEN EVENTS

- 12.1 If the Event cannot go ahead on the date(s) and/or times set out in the Agreement as a direct result of an Unforeseen Event, you will be entitled to either cancel the Agreement or transfer the Event to a future date, subject to the provisions of this Section 12.0.

## 12.2 Cancellation;

- 12.2.a) If you choose to cancel the Event 16 weeks or more before its original scheduled date, you can do so at no cost apart from the cost of any personalised goods or items made to your specifications for which we have placed a non-cancellable order.
- 12.2.b) If you choose to cancel the Event less than 16 weeks before the Event, we will be entitled to be paid 30% of the cost of the Event plus the cost of any personalised goods for which we have placed a non-cancellable order.
- 12.2.c) Where we are entitled to any payments on cancellation, we will be entitled to deduct this amount from any pre-payments made by you and will refund the balance to you. If there should be a shortfall, you agree to pay that shortfall promptly.

## 12.3 Transferring the Event;

- 12.3.a) If you choose to transfer the Event, we will retain any payments made and agree to hold the cost of the event as per the Agreement for a period of one year.
- 12.3.b) We will use all reasonable endeavours to find a suitable alternative date for your Event either at a similar time of year, or during a similar seasonal level. For example, an Event booked for February (off peak) may not be transferred to August (High Season) without additional cost, but might be transferable to October.
- 12.3.c) You agree to be reasonable and to work with us in good faith, to provide us with sufficient opportunity to agree dates by being flexible in considering or providing suggested alternatives. It would not be reasonable for you to provide only one date and refuse to consider any other alternatives.
- 12.3.d) If one year from the date of the original Event, you have not agreed a new date, we will treat the Agreement as cancelled by you as if you had chosen that option originally and will be entitled to make refunds or receive payment as set out above unless you ask us not to and promptly agree a date (which may incur additional cost).
- 12.3.e) If you choose to transfer the Event but later decide to cancel for reasons that are not new Unforeseen Events, i.e. your circumstances change or you simply change your mind (commonly known as 'cancellation for convenience'), cancellation charges will be applied in accordance with Section 9.0 based on the time between your choice to transfer the original Event and the date of that Event. For example, if the Event was originally due on the 21st March 2021 but due to an Unforeseen Event, on the 7<sup>th</sup> March 2021, you chose the transfer option (i.e. 14 days before the original Event), your cancellation for convenience would in accordance with the provisions of Section 9.0, oblige you to pay us 100% of the Event charges, less of course any advance payments already held by us.

## 13.0 GENERAL

- 13.1 We will not be liable for any loss or damage suffered by any Event Sub-contractors. All such Event Sub-contractors should hold adequate employer's, public and third-party liability insurances and you agree to ensure all such insurances are in place when appointing such third-parties for the Event.
- 13.2 Neither party excludes or limits liability to the other party for any matter in respect of which it would be unlawful for the parties to exclude liability.
- 13.3 We may instruct qualified sub-contractors to carry out any work on our behalf and in such circumstances, will use reasonable endeavours to procure that such sub-contractor(s) meet applicable statutory legal requirements.
- 13.4 If any provision of the Agreement is found to be invalid, unlawful or unenforceable, such flaws will not affect the other provisions, which will remain in full force and effect. If any flawed provision would be valid, lawful or enforceable if some part of it were deleted or modified, the provision in question will be deemed to apply with such deletion or modification as necessary to make it valid, lawful and enforceable.
- 13.5 Other than LGH, a person who is not a party to the Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.
- 13.6 The Agreement constitutes the entire agreement between the parties relating to the subject matter within it and supersedes any previous oral or written understanding, commitments, contracts or representations relating to the subject matter of the Agreement.
- 13.7 No variation or alteration of any of the Agreement will be valid unless it is in writing and signed by each party.
- 13.8 The Agreement is to 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.