

# TERMS & CONDITIONS

Conferences, Banquets and Functions booked at The Izaak Walton Hotel Ltd. by the Client shall be subject to the following:

## 1. NUMBERS ATTENDING.

- I. The Client shall give details of final numbers attending the function when requested by the Hotel and in any case, not less than three days beforehand. The acceptance of any increase over the previously advised numbers will be at the discretion of The Izaak Walton Hotel Ltd.
- II. Where the booking includes bedroom accommodation, full details of the number of the person staying, together with the type of accommodation and length of stay must be stated in writing, no less than 14 days prior to the date of arrival or sooner if requested. The names of those occupying each room must be given in writing at least three days before the start of the booking.
- III. The Izaak Walton Hotel Ltd. reserves the right to charge, in full for any decrease from the final numbers given but in any case, the minimum chargeable numbers as shown overleaf will apply.

## 2. INFORMATION.

The Client shall provide on request by the Hotel, all such information which is available in relation to the function as may be necessary to enable the Hotel to make fully informed assessment of its obligations to provide the services.

## 3. CHARGES.

- I. Account facilities will only be granted to those companies which have established credit facilities in advance.
- II. The Client agrees to pay all charges on the due dates failing which, interest will be charged daily at 2% over the Hotel Bankers Base Rate.
- III. Any function for which advance payment is overdue by more than 7 days may be cancelled by the Hotel and the cancellation fees detailed in clause 7 will become payable immediately.
- IV. If there are any queries on any part of an invoice, the Client will pay the undisputed balance, of the sum owing on the date due and the remainder on resolution of the query.
- V. The company reserves the right to withhold or withdraw credit facilities at any time without notice.

## 4. ADVERTISING.

If the general public are to be admitted to the Function the Client should not use names of trade marks of The Izaak Walton Hotel Ltd. without prior written permission and must show all tickets, posters and advertising material to the Hotel for approval in writing, in all other circumstances this information should be provided if so requested by the Hotel.

## 5. CLIENTS USE OF THE HOTEL.

The Client and persons attending the function shall:

- I. a. Comply with all the health and safety, licensing and other regulations relating to the Hotel.
- b. Not carry out any electrical or other works at the Hotel, including amplification and lighting without the prior written consent of The Izaak Walton Hotel Ltd.
- c. Not bring any dangerous or hazardous items into the Hotel and remove any such items promptly when requested to do so by a member of the Hotel management or any other authorised person.
- d. Not consume any food or drink at the Hotel not supplied by The Izaak Walton Hotel Ltd. or its authorised caterers without The Izaak Walton Hotel Ltd. prior written consent.
- e. Not act in an improper or disorderly manner, leave promptly at the appropriate time and comply with any reasonable request by The Izaak Walton Hotel Ltd's employees.
- II. Any person or item in breach of these conditions may be refused admission to or be removed from the Hotel.

## 6. CANCELLATION BY THE IZAAK WALTON HOTEL LTD.

- I. The Izaak Walton Hotel Ltd. may cancel the booking under the following circumstances:
  - a. If the Hotel or any part is closed due to circumstances outside its control.
  - b. If the Client becomes insolvent or enters into liquidation or receivership.
  - c. If the Client is more than 30 days in arrears with any payment to the Izaak Walton Hotel Ltd.
  - d. To avoid a breach of these conditions.
  - e. If it might prejudice the reputation of or cause any damage to The Izaak Walton Hotel Ltd.

- II. In such an event The Izaak Walton Hotel Ltd. will refund any advance payment made but will have no further liability to the Client.

## 1. CANCELLATION BY THE CLIENT.

If the Client cancels a reservation less than 12 months in advance The Izaak Walton Hotel Ltd. reserves the right to claim the following sums unless the booking is obtained for the same dates from a third party on no less favourable terms:

- I. Cancellation between 6 and 12 months in advance – 25% of room hire fee.
- II. Cancellation between 3 and 6 months in advance – 30% of the total anticipated charges.
- III. Cancellation between 1 and 3 months in advance – 50% of the total anticipated charges.
- IV. Cancellation between 15 and 30 days in advance – 70% of the total anticipated charges.
- V. Cancellation between 7 and 14 days in advance – 85% of the total anticipated charges.
- VI. Cancellation between 3 and 7 days in advance – 90% of the total anticipated charges.
- VII. Cancellation less than 3 days in advance – 100% of the total anticipated charges.

In all instances notification of the cancellation must be made in writing and will be effective on the date received by The Izaak Walton Hotel Ltd.

## 8. LIABILITY.

- I. The Izaak Walton Hotel Ltd. will be liable to the Client and/or persons attending the function for injuries to persons or loss or damage to property, only where and to the extent that it has been negligent, but otherwise will be under no liability to them whatsoever.
- II. The Client will be liable for any loss or damage to the property of the Izaak Walton Hotel Ltd. including walls, light fittings and equipment (including items hired for their use) or injury to any person including the staff of The Izaak Walton Hotel Ltd. and indemnify The Izaak Walton Hotel Ltd. against any loss or liability (other than The Izaak Walton Hotel Ltd. liability in 1. above) arising from the function.
- III. The Client is advised to consider arranging insurance for the function covering public liability and loss or damage to its property and that of persons attending the function.

## 9. GENERAL.

- I. The Izaak Walton Hotel Ltd. will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, it reserves the right to provide alternative services of at least an equivalent standard at no additional cost to the Client.
- II. The Client shall not be entitled to assign the booking to a third party, not utilise the Hotel facilities, other than for the purpose stated overleaf without the prior written approval of The Izaak Walton Hotel Ltd.
- III. The Izaak Walton Hotel Ltd. reserves the right to pass on to the Client any additional costs incurred by them in respect of goods and services requested during the course of the function or caused by the Client not adhering to the agreed terms of service.
- IV. Whilst the company has taken all reasonable steps to insure that the information contained in its brochures, tariffs, leaflets and advertisements is accurate it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice if necessary.
- V. Notwithstanding any item contained in these Terms, the Company will not be liable for any failure to perform its obligations to the Client in whole or in part as a result of the following circumstances:
  - a. Strikes
  - b. Other Industrial Action(s)
  - c. Fire at or near the Hotel
  - d. Flood at or near the Hotel
  - e. Civil unrest, dispute or commotion
  - f. Act of God
  - g. Legal action against the company, not resulting from its negligence, preventing the supply of services.
- VI. No variation of these conditions shall be effective unless in writing and signed on behalf of both The Izaak Walton Hotel Ltd. and the Client.
- VII. The agreement shall be subject to the law of the country of which the Hotel is situated.