

Terms and Conditions

1 DEFINITIONS

In these Terms the following definitions apply:

"Company", "us" or "we" means La Grande Mare.

"Booking" means the booking for the Function and/or any other services or items made with us.

"Contract" means the Booking, these Terms, the Events Schedule, and any other terms and conditions stated to apply to the Booking.

"Deposit" means the percentage pre-payment(s) of the Function charges required by the Company pursuant to the terms of this Contract.

"Events Schedule" means the schedule issued by the Company setting out the details of the Booking and to which these Terms shall be incorporated.

"Function" means any meeting, event, function and including any Accommodation.

"Terms" means these terms and conditions.

2 BOOKINGS & CONFIRMATION

All Bookings are subject to these Terms. All Bookings will be held on a provisional basis for seven (7) days or such lesser period specified in the Events Schedule. The Company reserves the right to treat as unconfirmed and release a Booking without notice unless, within this 7-day confirmation period:

(a) these Terms and the Events Schedule are signed, initialled on each page and returned to the Company; and (b) an Initial Deposit (as defined below) and/or full prepayment has been received by the Company in accordance with Clause 4 (Payment).

Where a Booking has not been confirmed the Company shall have the right, but not the obligation, to offer the Function room(s) to other customers.

3 CHARGES

The estimated charges payable to the Company are set out in the Events Schedule and are based on the agreed rate(s), room(s) booked and anticipated Function guest numbers. Any additional services, rooms, refreshments, meals etc. are included only if specified. A number of guests, spend, deposit, cancellation charge and other conditions may apply to certain rates, as specified.

Price lists for additional items are available on request.

4 PAYMENT

4.1 Payment Method We accept the following methods of payment:

- (a) Credit cards; Mastercard, Visa;
- (b) Debit cards: Visa/Delta, Visa/Electron, Switch and Maestro
- (c) Cheque: to the payee specified in the Events Schedule; or
- (d) Cash: remitted to the bank account details specified in the Events Schedule.

4.2 Payment Terms & Deposit

Unless otherwise agreed in the Events Schedule :

- (a) An initial 20% Deposit ("Initial Deposit") will be payable by you to the Company within seven (7) days of making a Booking; and
- (b) Payment in full for booking shall be payable at least fourteen (14) days prior to the event based on final numbers.

The Company may require a further Deposit and/or prepayment to the extent the Final Numbers (once received) exceed the estimated number of guests on the Event Schedule.

4.3 Additional Spend

Unless credit facilities have been made available, we may require details of your credit/debit card to cover any additional or incidental amounts that become due. You authorise our use of this card for such purpose.

You shall confirm to the hotel, on or before the Function start date, the names of any Function guests who you are authorised to sanction, on your behalf, any additional spend at the Function above the levels set out in the Events Schedule (if any).

4.4 Payment of cancellation charges

Where a cancellation, variation or reduction to the Booking occurs, the provisions of Clause 7 (Changes or cancellation by you) shall apply to the payment of any Cancellation Charges.

5 GUEST NUMBERS

5.1 Minimum number of guests and Final Numbers Charges shall be calculated on the basis of the minimum number of guests specified in the Events Schedule or your Final Numbers (once provided) whichever are the greater. Where the actual number of guests falls below this number, we shall have the option to:

- (a) charge you for the minimum numbers or your Final Numbers (whichever are the greater);
- (b) move the Function to a different location within the hotel;
- (c) cancel your Booking in accordance with Clause 8 (Changes or cancellation by the Company).

5.2 Maximum number of guests If your Final Numbers, or the actual number of guests attending a Function, exceeds the maximum capacity of the hotel space booked, we may be unable to accommodate the additional guests for operational, legal and/or health and safety reasons. In such circumstances, we will have the option to:

- (a) move the Function to a different location at the hotel
- (b) reallocate the Booking to a different venue;
- (c) refuse entry once capacity is reached; or
- (d) renegotiate the Events Schedule with you

5.3 Final Numbers

You shall confirm the final number of Function guests to the hotel not less than fourteen (14) days in advance of the Function (the "Final Numbers").

6 CHANGES OR CANCELLATION BY YOU

You must notify the Company of any cancellation, variation, or reduction to the Booking at least four weeks prior to the Function start date. In any event, cancellations, no-shows, variations or reductions (a "Cancellation") are subject to a cancellation charge ("Cancellation Charge") applicable to the cancelled element of the Booking, as set out below.

Number of weeks prior to Function start date / Percentage Cancellation Charge

- (a) Between 52 and 4 weeks: 20% of Function
- (b) 4 weeks: 100% of Function charges relating to the cancellation

Any notice of Cancellation shall take effect from the date of receipt in writing by the Company. We shall have the right, but not the obligation to re-market and resell the cancelled elements of the Booking. We will reduce the Cancellation Charges accordingly to the extent that we recover lost revenue from the re-sale of the Cancelled elements to another client. We will confirm a reduction in the Cancellation Charges (if any) to you after the intended Function start date.

In addition to the Cancellation Charges, you agree to promptly reimburse us for any and all expenditure incurred in respect of the Booking, including but not limited to costs, charges or cancellation fees as a result of the subsequent cancellation by us of any of our own or pre-booked third party services.

Following a Cancellation to a Booking, the Company reserves the right to set-off any Deposit and other sums received from you against the Cancellation Charge

7 CHANGES OR CANCELLATION BY THE COMPANY

8.1 We also reserve the right to cancel your Booking if: (a) in our reasonable opinion, the Booking maybe prejudicial to the reputation of the Company or the hotel; (b) we become aware of an adverse change in your financial status and we reasonably consider that you may not be able to meet your payment obligations under the Contract;

(c) there is, acting reasonably and in consultation with you, a reasonable operational reason for us to do so; (d) this is reasonably required by us (in consultation with you) in the event of force majeure or any circumstances beyond our reasonable control; and/or (e) the Booking fails to meet the minimum numbers specified in the Events Schedule.

In such circumstances, other than under Clause 8.2(e) where our Cancellation Charges shall apply, you will be given a full refund but we shall have no further liability to you arising out of such cancellation. However, we may use our reasonable endeavours to seek to re-locate any confirmed Booking cancelled by us to an alternative location nearby similar in standard to the hotel.

9 DAMAGE

You accept liability and we reserve the right to charge you (and any credit or debit card, where

provided) for any loss and/or damage incurred to the hotel or its contents during the Function (including without limitation specialist cleaning), which we can reasonably demonstrate was caused by you, your guests, or your employees, contractors, sub-contractors or agents. You will keep in place adequate insurance, with a reputable insurer, to cover any such loss and/or damage.

10 ACCESSIBILITY

Dependent on an individual guest's needs, a selection of specifically designed rooms is provided at our Company. Please contact the hotel to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate each guest's needs.

11 PARKING

The Company has its own car park, there may be a charge and/or limited spaces available and space may not be guaranteed for the duration of the Function. Cars and their contents are left at the owner's/customer's own risk. We do not accept responsibility for loss or damage (save as may not be excluded or restricted by applicable law).

13 GUEST BEHAVIOUR

All visitors, external contractors and guests of the hotel are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and respect for the property of the hotel its employees and guests and their health and safety. All visitors, external contractors are requested not to disrupt the comfort and enjoyment of other guests, our neighbours, the smooth running of the hotel or cause offence to other guests or our members of staff. We reserve the right to refuse accommodation or services or remove you and members of your party from the hotel if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred. You shall indemnify and hold the Company harmless (together with its employees, agents and owners) from any and all losses, costs (including reasonable legal expenses), claims, liability, damages or fines incurred or suffered by us arising out of or in connection with a breach of clauses 10 and 14.

14 FINISHING TIMES

The Function shall end at the time agreed between the Company and you. Any extension to this time is subject to the sole discretion of the Company and may be subject to an additional charge and any applicable licensing laws.

15 CORKAGE AND OUTSIDE FOOD

No food or beverages should be brought onto the hotel premises without the prior written consent of the Company. A corkage fee may apply to alcoholic beverages. Please contact the hotel directly for further information.

16 ENGAGEMENT OF EXTERNAL CONTRACTORS

You must notify the Company at least twenty-eight (28) days prior to the Function start date of any third party contractors, suppliers or entertainment that shall require access to the Function space (in advance or on the date of the Function).

The Company reserves the right to charge additional fees for advance access to the Function facilities and to refuse access or eject any persons whose behaviour it reasonably considers to be objectionable (including any person engaged by you to provide production, entertainment or perform any other duties at the Function).

Any such third parties must comply with the hotel's health and safety and other policies (available on request) and maintain an appropriate level of public liability insurance and any other insurances normally maintained by a contractor, supplier or entertainer of that nature. We reserve the right to deny access or eject third parties, contractors, suppliers, entertainers if we have reasonable doubt that they are operating safely and within the law.

17 NO SMOKING

Guests are not permitted to smoke in any of the indoor areas, including accommodation, conference and public areas. Smoking is only allowed in designated smoking areas.

18 PERSONAL INFORMATION

All personal information stored and used by us is done so in accordance with our Privacy Policy and Cookie Policy, which are available on request or on our Websites.

21 FORCE MAJEURE

The Company accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

22 LIMITATION OF LIABILITY

The Company will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Company, its employees, contractor or agents or otherwise). The Company's total liability shall not exceed the value of the charges received by it under the Contract.

Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by the Company's negligence or liability for fraud or fraudulent misrepresentation.

23 OTHER

This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract. This Contract and any non-contractual obligations arising in connection with it are governed law. The courts have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations.

Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the courts (on the grounds that the local courts are not a convenient forum or otherwise).

I confirm I have read and agree to these terms and conditions:

Agreed on behalf of

Name:

Signature:

Date:

Function:

Function Manager:

No. of Guests: