

BARTLE HALL COUNTRY HOTEL

Terms and Conditions

These terms and conditions ("Terms") apply to the Agreement made between Bartle Hall Country Hotel (a trading name of Promenade Hotel (St. Annes) Limited, a company incorporated and registered in England and Wales with company number 01159761 whose registered office is at Richard House, 9 Winkley Square, Preston, Lancashire, PR1 3HP) ("the **Hotel**") and its Clients and apply to all reservations, bookings and agreements for accommodation, dining, function room hire and use of all facilities at the Hotel.

Clients are invited to read these Terms carefully and particularly note their responsibilities, cancellation terms and limitations on the liability of the Hotel.

1 Interpretation

1.1 In these Terms:

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|-----------------------------|--|
| Agreement | means the agreement for the provision of the Services including these Terms; |
| Cancellation Charges | means the charges set out at clause [7] to be paid by the Client in the event of cancellation of the Services or if the Client and/or their guests fail to make use of the Services in accordance with the Agreement; |
| Client | means the party for whom the Hotel has agreed to provide the Services in accordance with these Terms; |
| Deposit | means the payment specified in clause [5] and (where applicable) the schedule; |
| External Supplier | means any supplier contracted by the Client other than the Hotel who shall have access to the Hotel or whose equipment shall be used in the Hotel including without limitation musicians, performance artists, florists, photographers and any other party who is contracted by the Client in connection with any of the Services; |
| Information | any information reasonably requested and required by the Hotel to fulfil the provision of the Services, specific information required by the Hotel is set out in the schedule (where applicable); |
| Services | means the provision of any of the following services: accommodation, function room hire, food, beverages and other services agreed in writing by the Hotel and the Client; |
| Standard Charges | means the charges shown in any brochure or website of the Hotel or other published |

literature relating to the Services in force from time to time.

- 1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

2 Provisional Reservation and Confirmation of Reservations

- 2.1 All bookings and reservations are accepted at the Hotel's discretion and are conditional on the Client supplying credit card details and the authority for charges to be deducted (including Cancellation Charges) on the payment terms outlined in this Agreement.
- 2.2 If credit card details and payment authority is not given to the Hotel by the Client then subject to any outstanding obligation due to the Hotel from the Client the provisional reservations may be cancelled by, and at the, discretion of the Hotel. The Services that are the subject of the provisional reservation will be released and resold without any further notification to the Client.

3 Supply of the Services

- 3.1 The Hotel shall provide the Services to the Client subject to the Agreement.
- 3.2 The Client shall supply the Hotel with the Information within sufficient time to enable the Hotel to provide the Services in accordance with the Agreement. The Client shall ensure the accuracy of the Information.
- 3.3 The Hotel may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or because of any external supply difficulties and to make any other changes which do not materially affect the nature or quality of the Services. In such circumstances the Hotel shall make reasonable endeavours to communicate any such changes to the Client prior to the Client's event.

4 Charges

- 4.1 The charges payable by the Client shall be detailed in writing by the Hotel. If no charges are specified, the Client shall pay the Standard Charges at the prevailing rate on the day the Services are provided and any additional sums which are agreed between the Hotel and the Client for the provision of the Services.
- 4.2 The Hotel may vary the Standard Charges from time to time and reserves the right to alter prices associated with any function at the Hotel's discretion. Where time permits the Hotel shall endeavour to advise the Client of any price variations prior to providing the Services.
- 4.3 All charges quoted to the Client for the provision of the Services are inclusive of any Value Added Tax unless otherwise stated.

5 Deposit Payments

- 5.1 Provisional bookings will be held for 14 days, after which a letter of confirmation and the Deposit is required.
- 5.2 The Deposit payment shall secure the booking of the Client and the Deposit is non refundable.

- 5.3 Deposit requirements are set out in the schedule (where applicable), or as otherwise directed by the Hotel.

6 Payment

- 6.1 The payments to the Hotel to be made by the Client (including Deposits) are to be made on the date(s) and in the amounts to be calculated as specified in the schedule (where applicable), or as otherwise directed by the Hotel.
- 6.2 Any additional charges due to the Hotel from the Client for the Services shall be paid by the Client on presentation of an invoice.

7 Cancellation Charges

- 7.1 All cancellations must be notified in writing to the Hotel, on receipt of which the Hotel reserves the right to retain any Deposit.
- 7.2 All cancellations must be put in writing and acknowledgment must be received from the hotel and kept for your records. The following amounts are required in addition to us retaining your initial deposit. If notice of cancellation is given less than 6 months but more than 4 months prior to the date of the relevant function, the Hotel will invoice the Client for a further 20% of the anticipated final account bill based on the minimum numbers had the function gone ahead as planned. If notice of cancellation is given less than 4 months but more than 2 months prior to the date of the relevant function, the Hotel will invoice the Client for a further 40% of the anticipated final amount. If notice of cancellation is given less than 2 months prior to the date of the relevant function, the Hotel will invoice the Client for a further 80% of the final amount.

8 External Suppliers

- 8.1 The Hotel must be notified by the Client of any External Supplier the Client proposes to use at the Hotel and must obtain the prior written permission of the Hotel to the proposed use. The Hotel reserves the right to refuse access to any External Supplier.
- 8.2 Any electrical, equipment the Client wishes to use that is not the property of the Hotel can only be used at the Hotel with the Hotel's prior written permission. All such equipment must comply with all relevant regulations and safety standards. The Hotel may at its discretion arrange for its own contractors to inspect any such equipment. The cost of such inspection shall be borne by the Client. The Client will comply with any requirement or direction imposed by the Hotel following such inspection.
- 8.3 The Client must supply to the Hotel, on the Hotel's request, any documentation in connection with the External Supplier including, without limitation, copies of public liability insurance policies of the External Supplier.
- 8.4 The Client will comply with any requests of the Hotel in connection with the construction of any displays, signage, exhibition stands and equipment that the Client wishes to bring into the Hotel.

9 Hotel Liability

- 9.1 By accepting these Terms the Client agrees that any charges outstanding from the accounts howsoever incurred remain the responsibility of the Client and hereby the Client agrees to pay for such charges.

- 9.2 When the Hotel supplies the Services which include any services supplied by a third party, the Hotel does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the party supplying the services to the Hotel.
- 9.3 The Hotel shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 9.4 Except in respect of death or personal injury caused by the Hotel's negligence, or as expressly provided in these Terms, the Hotel shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Hotel, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client, and the entire liability of the Hotel in connection with the Agreement shall not exceed the amount of the Hotel's charges for the provision of the Services.
- 9.5 The Hotel will not be responsible for the property of the Client or guests, including without limitation, gifts and decorations, whilst on the Hotel's premises.
- 9.6 The Client's liability for its account is not waived and the Client agrees to be held personally liable in the even that any indicated person, group, company or association fails to pay all or part of any charges incurred.
- 9.7 The Hotel reserves the right to charge the Client the cost of rectifying damage, caused by the deliberate, negligent or reckless act of the Client to the Hotel's property or structure. Should this damage come to light after the Client has departed, the Hotel reserves the right to make a charge to the Client's credit/debit card, or send an invoice for the amount to the registered address. The Hotel will, however, make every effort to rectify any damage internally prior to contracting specialists to make the repairs, and therefore will make every effort to keep any costs that the Client would incur to a minimum.
- 9.8 The Hotel reserves the right to charge the Client the cost of replacing any items that are removed from the premises by the Client without consent. The charge will be the full replacement amount of the missing item, including any carriage charges. Should the fact that the item is missing come to light after the Client has departed, the Hotel reserves the right to make a charge to the Client's credit/debit card, or send an invoice for the amount to the registered address.
- 9.9 It is the Hotel's policy that all its guests have the right to be treated with dignity and respect and as a responsible host the Hotel believes that it has a duty to its guests to protect them from inappropriate behaviour. Should any actions by a guest be deemed inappropriate by the Duty Manager, or if any inappropriate behaviour is brought to the attention of the Duty Manager, the Hotel reserves the right, after any allegations have been investigated, to take action against the guest. Depending on the severity of the guest actions, the Police may become involved at the Hotel's discretion or the guest may be asked to leave the Hotel.
- 9.10 All vehicles are parked at the owners' risk. Should a problem occur with a vehicle in the Hotel car park, the Hotel cannot accept any liability. If a vehicle is left in the

Hotel car park for more than 8 hours after the guest has departed without the written consent of the Hotel, the Hotel reserves the right to remove the vehicle at the owners' expense.

10 Termination

The Hotel may (without limiting any other remedy) at any time terminate the Agreement by giving written notice to the Client if the Client commits any breach of these Terms, or if the Client goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

11 Client Responsibilities and Indemnity

11.1 Arrival and departure times for accommodation at the Hotel are 2:00 p.m. and 11am respectively. The access and vacate times for all other Services will be as specified in the Programme Sheet and must be strictly adhered to by the Client on all occasions.

11.2 The Client is responsible not only for his or her behaviour but for the behaviour of his, her or its guests at the Hotel and in particular for the orderly conduct of guests attending any function or staying in the Hotel or otherwise making use of the Services. The Client must ensure that no noise or nuisance is caused for the guests and clients. The Client must comply with any reasonable request of the Hotel and with any policies of the Hotel as may apply to the Services from time to time.

11.3 The Client will indemnify the Hotel in connection with any loss or damage caused to the Hotel, its staff, contractors, clients and guests or to any property of the Hotel or any such parties arising out of the engagement of an External Supplier, the use of third party equipment or the conduct of any guest of the Client in respect of any loss, damage, costs including legal costs that the Hotel may incur.

12 Variation of Agreement

12.1 Any variation of the Services as originally agreed must be agreed by the Client and the Hotel in writing.

13 General

13.1 The Agreement constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

13.2 No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.3 English law shall apply to the Agreement, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

Schedule

Weddings at Bartle Hall

Charges and Timing of Payments:

To ensure a booking a £500 non-refundable deposit is required.

Eight months prior to your wedding an additional £1000.00 payment is required, followed by a further balance of 95% of the estimated full value 3 weeks before your wedding. Interest will be charged for any late payments.

Final chargeable numbers to be confirmed in writing 7 days prior to the function and accompanied by a seating plan and completed conditions of booking form.

Unfortunately we are unable to hold firework displays.

Capacity:

The minimum number of guests for the Wedding Breakfast to ensure exclusivity is 60 adults. There is no room charge for the evening reception when a buffet or supper option is chosen for a minimum of 100 guests after having held a wedding breakfast. A provisional booking may be made and held for 14 days.

Final Numbers

These are due 7 days prior to your event with a rough table plan.

Complimentary Services:

We include with all our wedding breakfast menus

- Complimentary room hire based on our minimum numbers
- A member of our management team to supervise the proceedings of your wedding breakfast and fulfil the role of a toastmaster
- Red carpet on arrival at the Hotel
- Provision of cake stand and knife
- Complimentary overnight accommodation for the bride and bridegroom in a four-poster suite
- Full English breakfast for the bride and bridegroom
- A special reduced accommodation rate for all guests attending
- Lanterns provided for your outside seating area and complimentary tealights for your evening reception

Information Required from Clients:

Full name, Contact address, Postcode, Daytime telephone number, Evening telephone number, Email, Number of guests, Credit/Debit card number, Card security number (last 3 digits found on signature strip), Issue date, Expiry date, Name on card.

Card Number:

Exp: Valid:

Last 3 digits from the Signature Strip:

Entertainment

We can recommend Bands, DJ's or other entertainment, our finish time for entertainment and dancing is 1:00am Monday-Saturday and 12:30 on Sunday.

Bar Times

Our function bar last orders are 1:00am Monday-Saturday and 12:30 on Sunday

Accommodation

Your wedding party will be allocated 14 rooms which you are obliged to fill, all the rooms will be added to your bill. We offer a special accommodation rate of:

- £130.00 for double occupancy in a Executive Room
- £120.00 for double occupancy in a Classic Room
- £85.00 for single occupancy in a Classic Room

Bed and Breakfast, these rates will increase annually.

I agree to be bound by the terms and conditions set out above:

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Signature of Client

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Date

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Name of Client (print)