

Terms and Conditions

All Conferences, Banquets and Functions booked with Marsham Court Hotel Limited (hereafter called "the Company") at Marsham Court Hotel by the Client shall be subject to the following:

1. NUMBERS ATTENDING

- i) The Client shall give details of final numbers attending the function not less than 3 days beforehand, but the acceptance of any increase over the previously advised numbers will be at the Company's discretion.
- ii) Where the booking includes bedroom accommodation, full details of the number of persons 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.
- iii) The Company reserves the right to charge in full for any decrease from the numbers given.

2. INFORMATION

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

3. CHARGES

- i) The Client agrees to pay all the Company's charges on the due dates, failing which interest will be charged daily at the Base Rate charged by the Hotel's Bankers plus 2% per annum.
- ii) Any function for which advance payment is overdue by more than 14 days may be cancelled by the Company and the cancellation fee detailed in Clause 6 will become payable immediately.
- iii) If the Client has any queries upon any part of an invoice, the Client will pay the undisputed balance of the sum owing on the date and the remainder on resolution of the query.
- iv) 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 the Client should not use the Company's names or trade marks without its prior written permission and should show all tickets, posters and advertising material for the function to the Hotel for approval. In all other circumstances this information should be provided if so requested by the Company.

5. CLIENTS USE OF HOTEL

- i) The Client and persons attending the function shall:
 - a) comply with all licensing, health and safety and other regulations relating to the Company
 - b) not carry out any electrical or other works at the Hotel, including amplification and lighting, without the Company's prior written consent.
 - c) not bring any dangerous or hazardous items into the Hotel and remove any such items promptly when requested by the Company.
 - d) not consume food or drink at the Hotel, not supplied by the Company or its authorised caterers without the Company's prior written consent.
 - e) not act in an improper or disorderly manner, leave promptly at the appropriate time and comply with any reasonable requests by the Company'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 MARSHAM COURT HOTEL

The Company may cancel the booking:

- i) if the Hotel or any part of it is closed due to circumstances outside its control
- ii) if the Client becomes insolvent or enters into liquidation or receivership
- iii) if the Client is more than 14 days in arrears with any payment to the Company
- iv) to avoid a breach of these conditions, or
- v) if it might prejudice the reputation of or cause damage to the Hotel. In such event the Company will refund any advance payment made but will have no further liability to the Client.

7. CANCELLATION BY THE CLIENT (excluding Weddings)

All deposits are non-refundable and non-transferable. If the Client cancels a reservation in advance the Company reserves the right to claim the following sums, unless a booking is obtained for the same date from a third party on no less favourable terms. Estimated % revenue or deposit, whichever is the greater.

- Cancellations 6 or more months in advance - deposit and any further prepayments forfeited.
- Cancellations between 3 and 6 months in advance - 20% of the total anticipated charges for function.
- Cancellations between 3 and 1 month in advance - 40% of the total anticipated charges for function.
- Cancellations between 1 month and 16 days in advance - 60% of the total anticipated charges for function.
- Cancellations less than 15 days in advance - 80% of the total anticipated charges for function.

8. WEDDINGS

A deposit of £500.00 is required to confirm the booking. Please note in the event of a cancellation this is non-refundable and non-transferable.

We suggest you take out a Wedding Insurance Policy.

An interim payment of 50% of the estimated balance to be paid 6 months prior to event, plus 25% to be paid 12 weeks prior to the event. The final balance should be paid 14 days prior to the event. Any additional charges incurred on the day of the event or after the invoice has been sent out to you are due for payment at the time unless you have arranged credit facilities with the hotel.

9. LIABILITY

- i) The Company will be liable to the Client and/or persons attending the function for injury to persons or loss or damage to the 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 shall be liable for any loss or damage to the Company's property including walls, light fittings and equipment (including items hired for their use) or injury to any persons including the Company's staff and shall indemnify the Company against any other loss or liability (other than the Company's liability in (i) 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.

10. GENERAL

- i) The Company will take all reasonable steps to fulfil the reservations 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 equivalent standard at no additional costs to the client.
- ii) The Client shall not be entitled to assign the booking to any third party nor utilise the Company's facilities other than for the purpose stated overleaf without the Company's prior written approval.
- iii) No variation of these conditions shall be effective unless in writing and signed on behalf of the Company and the Client.
- iv) Whilst the Company has taken all reasonable steps to ensure 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) This agreement shall be subject to English Law.