

Wynyard Hall Limited

TERMS & CONDITIONS FOR BUSINESS & PRIVATE FUNCTIONS

THE HALL & FACILITIES

These Terms and Conditions relate to the booking ("Event", "Function") specified below made by You (company or individual entering the contract and responsible for payment and organisation of the event) with Wynyard Hall Ltd ("Wynyard Hall", "We", "Us") to take place in Wynyard Hall ("the Hall", "premises") or / and on its grounds.

YOUR USE OF WYNYARD HALL

Your guests and you may only utilise the areas of Wynyard Hall that are specified in the final details confirmation document (Event Synopsis). You will need our agreement if you wish to use third party suppliers to supply any equipment, entertainment or other services. Should you or any external suppliers contracted by you require time before the event for setting up, provisional arrangements can be made based on other activities taking place at the Hall. These will be confirmed 48 hours before the event. We respectfully advise there is no provision for our lounge furniture to be used in the function suites. You will be liable for the cost of repairs carried out as a result of damage caused to any part of the Hall or parkland, or equipment therein/on, by negligence, wilful act or default by you, or any person invited by you or present on your behalf at Wynyard Hall.

OTHER EVENTS AT WYNYARD HALL

There may be other events taking place within the Hall and parkland during the day of your event unless the exclusive use of the Hall is agreed and subsequent charges paid.

INSURANCE

With regard to loss of or damage to public property, we strongly advise that you make provision to insure any property brought onto the premises. Wynyard Hall Ltd. will not accept any further liability than is required by the provision of 'The Hotel Proprietors Act 1956' as displayed at reception.

BEDROOM ACCOMMODATION

The provision of overnight accommodation at Wynyard Hall is subject to availability and can not be guaranteed unless you make separate reservation arrangements to those of the Event. You will be contractually responsible for all accommodation related charges incurred by guest for whom you have directly arranged accommodation at the Hall.

FOOD AND BEVERAGE

Your guests or you may not bring any food or beverage items for consumption at Wynyard Hall without our written consent. To ensure compliance with food hygiene and health & safety legislation, once removed from temperature control in the kitchen, buffet food may only be left available for consumption for a maximum of 2 hours, thereafter all food will be removed and must be discarded. Wynyard Hall Ltd. does not permit unused food to be taken off the premises for consumption at a later time and no refund is made for discarded items.

CORKAGE

Corkage is not permitted.

MAXIMUM ROOM CAPACITIES

Maximum room capacities are indicated in the brochure and on the web site www.wynyardhall.co.uk. Please note: maximum guest capacities will be reduced when entertainers and their equipment are required.

YOUR CHOICE OF FOOD AND BEVERAGES

Menus, wine list, and bar drinks items and their prices may be subject to changes without further notice to you. Wynyard Hall Ltd reserves the right to impose tariff changes on all bookings at any time but particularly as a result of changes in government levies such as excise duties and the VAT rate. Your final choice of pre-meal drinks, wine and menus, and their cost, shall only be confirmed within one month of the event or once the pro-forma invoice is issued, whichever is earlier. In the event our suppliers are unable to provide your original choice of wines they will recommend a substitute at the same price. If this substitute is not acceptable to you Wynyard Hall Ltd. reserves the right to request a new choice is made from the list at its published price.

MENU

You are required to choose one set menu with coffee/tea. Wynyard Hall will cater for all special dietary requirements, when notified in advance.

Effective From July 2008

ENTERTAINERS & 'THIRD PARTY' SUPPLIERS

Wynyard Hall Ltd. reserves the right to refuse any form of proposed entertainment that it considers would be detrimental to its reputation or disruptive for other guests using our facilities. The use of Strobe Lighting and Dry-Ice Smoke machines is prohibited.

Candles used in the floral centrepieces must be arranged in a way to ensure that the flame is covered for the whole duration of your event. Wynyard Hall Ltd reserves the right to refuse any candle containing arrangements that may be detrimental to the Hall or its décor.

Where guests chose to book their own entertainers/use third party services they should ensure:

1. All external suppliers have public liability insurance valid for the date of the event. Copy of the certificate must be provided to Wynyard Hall Ltd before the event. Alternatively you will be required to confirm in writing that you have seen it and guarantee its validity for the event date. You will then be contractually responsible for any related claims and damages.
2. Our permission has been granted in writing before any electrical equipment including amplification and lighting may be used. Appropriate PAT (portable appliance) test certificates are to be provided indicating the equipment is safe to connect to our supply. Alternatively you will be required to confirm in writing that you have seen it and guarantee its validity for the event date. You will then be contractually responsible for any related claims and damages.
3. Electrical equipment connected to our supply must have been assessed in advance to ensure it does not overload the electrical circuits.
4. Entertainers who have not previously worked at Wynyard Hall are recommended to make a visit prior to the function to ensure they are aware of our requirements, the physical constraints of the room in which they will perform, and to agree their equipment lay-out which will be noted in the function's file.
5. If you have asked us to provide items or services which we have to obtain from an outside supplier, the cost for these will appear on the invoice. Suppliers will be advised that we will not be responsible for their payment until you have paid Wynyard Hall Ltd.

All third-party suppliers must comply with instructions received during the course of your event from the duty manager.

THE BOOKING

PROVISIONAL BOOKING

Provisional bookings will be retained for 14 days with no obligation on either party to confirm, we reserve the right to release the booking at any time after this period. If another enquiry is received for the same date within the 14 day period, you will be required to either confirm or cancel within 24 hours of being notified. After this time, if we have not received a deposit and confirmation, your booking will be released to the other party.

CONFIRMATION AND DEPOSIT

To guarantee your booking we require the confirmation of the anticipated numbers, rooms you would like to us and approximate timings for the event, together with a non-refundable deposit at the prevailing rate and a signed copy of the Terms and Conditions. Your agreement to our prevailing Terms and Conditions will be automatically implied upon receipt of your written confirmation and /or deposit.

MINIMUM NUMBERS

Where Delegate Rate is quoted for your event minimum numbers may apply. Those will be advised to you at the time of quoting. Wynyard Hall Ltd reserves the right to levy an additional charge or / and provide you with a new quote for the event should your numbers fall below the advised minimum.

ROOM HIRE CHARGE

A Room Hire charge is made in relation to all rooms agreed for your event with the tariff being directly related to the number of function rooms used. This charge may be waived at Management Discretion.

PRICES

Food and drinks items and all tariff charges are reviewed annually prior to Christmas, revised menus, wine lists and tariffs are available for the New Year during January and will be applied to all events taking place throughout the 12- month period commencing Good Friday or the Monday following the last Sunday in March, whichever is the earlier.

CONFIRMATION OF FINAL NUMBERS & ARRANGEMENTS

Your finalised arrangements including the confirmed number of guests attending will be required no later than 4 weeks prior to the event day. A copy of the Event Synopsis will then be sent for your approval together with our pro-forma invoice which will be based on confirmed numbers. Please keep us informed if the numbers attending the event change. Any increase in final numbers that are able to be accommodated must be confirmed in writing and will be reflected in the final invoiced total, refunds will not be given for any decrease in final numbers indicated on the invoice.

PAYMENT TERMS

Deposit – Non-refundable and due with confirmation.

Pro-Forma Invoice – Full payment of the finalised costs is due within 7 days of the issue date. Where payment is made by cheque, please allow additional time to ensure the cheque has 'cleared'. Failure to submit payment of the pro-forma invoice within the specified time may result in cancellation of the event.

Final Invoice/ Adjusted Charges – This will be issued following the event and indicate all charges including charges for additional items required on the day and not already included in the Final Details document/pro-forma invoice. Any agreed reductions will also be indicated in the Final Invoiced amount.

Settlement – Final settlement of additional items required on the day will be required strictly within 14 days after the event.

Refund – In the event of a refund being required our cheque payment will be issued within one week of the event taking place.

IF YOU CANCEL

In the event of a cancellation the following charges will apply:-

Cancellation more than 32 weeks notice	Loss of deposit
Between 32 and 16 weeks notice	25% of the total booking value
Between 16 and 8 weeks notice	50 % of the total booking value
Between 8 and 4 weeks notice	75% of the total booking value
Less than 4 weeks	100% of the total booking value

The non-refundable deposit will be deducted from the cancellation charge total. The amount due will be levied, and payment required, immediately following the cancellation.

Effective From July 2008

The charge is made on the estimated food and beverage value (where necessary we will use prices based on the most frequently used items from the current tariffs) and is based on the number of persons attending the event as outlined in the letter of confirmation, or the confirmed final numbers where provided. This excludes bar drinks from the evening function other than those requested in advance by you.

In the event of our being able to replace your cancelled event with a comparable function, a proportion of the cancellation fee would be re-funded after receipt of payment from the organisers of the alternative function.

CANCELATION BY WYNYARD HALL LTD.

We reserve the right to refuse your booking at the time of your enquiry without providing a reason. We reserve the right to cancel the booking at any stage if

1. You become insolvent or in the case of an individual / company, become subject to a bankruptcy petition, enter into liquidation or receivership.
2. Your actions or omissions give us reasonable cause for concern in respect of receiving payment for the function.
3. We consider the consequences of accepting or continuing with arrangements for your booking might damage the reputation of Wynyard Hall Ltd. and or adversely affect other guests using Wynyard Hall's facilities.
4. Where your event will be compromised should any part of Wynyard Hall or its environs have to be closed due to circumstances outside the control of Wynyard Hall Limited.

Wynyard Hall Ltd. reserves the right to revise these Terms and Conditions at any time.

PLEASE DATE, SIGN AND RETURN TO WYNYARD HALL

Event _____

Event Date _____

Statement

I have read and agree to the terms and condition indicated in this document.

I am the person contractually obligated to Wynyard Hall Ltd for the organising and payment of this event.

I am empowered to act on behalf of my company, which is contractually obligated to Wynyard Hall Ltd for the organising and payment of this event.

Signature

Date

Print Name

EE _____
Event Reference

Company

Position