



TERMS AND CONDITIONS FOR CONFERENCES, MEETINGS AND ASSOCIATED EVENTS

Definitions

'The Venue' and 'We' and 'Us' means the properties for which a contract is agreed.

The properties are owned/managed by The Owston Estate Company whose registered office is: Owston Hall Hotel, Owston, Doncaster, England, DN6 9JF.

'The Client' and 'You' and 'Your' means the organising body / company and organiser responsible for commissioning of and payment for the event.

The 'Contract' means the agreement between the Venue and the Client for a specific booking or series of bookings.

These Terms & Conditions will form part of the Contract, together with any other terms stated in the Contract.

Minimum numbers' means the minimum numbers for which the client will be liable to pay.

'Hire periods' means the period of hire for which the client will be liable to pay.

Charges and Payment

1. The Venue requires at least 14 days' notice prior to arrival date to arrange any credit facilities. Credit accounts must not exceed their credit limit at any time.
2. Payment must be made in pounds sterling (UKL). We reserve the right to pass on any bank charges resulting from exchange of foreign currency payments.
3. Payment is due for credit accounts 30 days following the date of invoice.
4. In the event of payment becoming overdue, interest at 5% above the current payable Bank base rate, as at the date when payment became due, will be added to your account for each month or part of month that the account remains unpaid.
5. We reserve the right to carry out credit checks on you and to withdraw or refuse credit facilities as we feel appropriate. Should a deposit or pre-payment be required for any event, this will be specified on the Contract.

Confirmation by the Client

6. All bookings are considered as provisional until the contract is signed by both the Client and the Venue. Once the contract is signed by both parties, all such facilities and services reserved on your behalf will be subject to the terms and conditions of the Contract.
7. The Contract must be returned by the Clients and received by the Venue within five working days of the date of issue or, if such time is not available prior to the date of arrival, within a maximum of 48 hours. If the Contract is not received by the Venue within this period, the Venue reserves the right to release the provisional booking and re-let the facilities.
8. Numbers must be advised to the Venue at the time of verbal confirmation and will be identified on the Contract. Final timings, menus and any special requests must be confirmed to the Venue at least 7 days prior to arrival.



Amendments by the Client

9. Amendments to guest numbers and / or arrangements must be confirmed to the Venue in writing. As the specific details of the booking are established, the value of the booking will inevitably increase. From time to time, we will issue you with updated quotations, setting out the then current value of your booking. You hereby acknowledge and agree that in the event of cancellation of your booking any supplementary quotations issued to you shall be incorporated into the contract for the purposes of these terms and conditions.

10. Reduction in the duration or contracted value of the booking will be subject to the Venue's Cancellation Policy.

11. No charges will be made for any reductions in numbers of less than 10% from those stated on the Contract, providing they are received in writing by the Venue at least 7 days prior to arrival.

12. Should a reduction in numbers of 10% or more be made at any time prior to the event, the Venue will first endeavour to resell any facilities and services released to a similar value. If the released facilities and services cannot be re-sold, then any reductions of 10% or more shall be subject to the Cancellation Policy, as detailed in clauses 13 - 15 below.

13. Final numbers, within the terms stated in clauses 10 and 11, must be notified to the Venue at least 48 hours prior to arrival. These will be the minimum number for which the Client will be charged.

14. Should you make significant changes in the programme or the expected numbers, this may result in amendments in the applicable rates and/or facilities offered by us.

Cancellation by the Client

15. In the unfortunate circumstances that you must cancel or postpone your confirmed booking at any time prior to the event, the Venue will endeavour to re-sell the facilities on your behalf. The Venue's Cancellation Policy is to charge for our loss of profit as follows:

a. The event is cancelled over two years before the event start date, 60% of the booking value on contracted accommodation, room hire and ancillary revenue and 35% of the booking value on contracted catering and bar/wine/beverage revenue.

b. The event is cancelled between two years and 18 months before the event start date, 70% of the booking value on contracted accommodation, room hire and ancillary revenue and 45% of the booking value on contracted catering and bar/wine/ beverage revenue.

c. The event is cancelled between 18 months and 12 months before the event start date, 80% of the booking value on contracted accommodation, room hire and ancillary revenue and 55% of the booking value on contracted catering and bar/wine/beverage revenue.

d. The event is cancelled less than 12 months before the event start date, 90% of the booking value on contracted accommodation and room hire revenue and 65% of the booking value on contracted food and beverage revenue.

16. Any cancellation, postponement or partial cancellation should be advised to the management of the Venue in the first instance verbally. You will be advised at that stage of a cancellation reference number. We also request that cancellations are put in writing by the Client.

17. Definitive cancellation charges due can only be confirmed to you after the intended date of your event, when we shall reduce the charge by the profit on any alternative business that we have been able to secure on your behalf. If a deposit and/or other pre-payments have been made by you in respect of a cancelled booking, and such amounts are less than or equal to the amount of any cancellation charges due, they shall be non-refundable.

Amendments or Cancellation by the Venue



17. Should the Venue for reasons beyond our control need to make any amendments to the Client's booking, we reserve the right to offer alternative facilities which will be of an equal or higher standard to those facilities booked. Where named facilities have been booked, the venue will cover any costs that may result from such changes.

18. Our acceptance of your booking is on the understanding that circumstances beyond our control may prevent us from meeting our obligations at the relevant time in which case we will not be liable for any loss suffered by you or any third party.

19. The Venue may cancel the booking

a. If the booking might, in the opinion of the Venue, prejudice the reputation of the Venue and/or

b. If the Client is more than 30 days in arrears of previous payments to The Owston Hall Estate Company and/or

c. If the Venue becomes aware of any alteration in the Client's financial situation.

Arrival / Departure

20. The bedroom accommodation is available from 3:00PM on the day of arrival and must be vacated by 11:00AM on the day of departure, unless specific alternative arrangements have been agreed.

21. The meeting rooms are available for the time shown on your Contract. Any extension may incur additional charges.

General

22. Neither party shall be liable to the other for any failure to perform its obligations under this Contract where its failure to do so is the result of events beyond its reasonable control, provided that (i) where a deposit has been paid we reserve the right to deduct the reasonable costs arising from cancellation of a Booking pursuant this clause 22; and (ii) in the event that no deposit has been paid in respect of a Booking cancelled pursuant to this clause then we reserve the right to invoice in respect of unavoidable and/or committed costs incurred in servicing the Booking.

23. The Venue reserves the right to approve any externally arranged entertainment, services, Equipment or activities that the Client arranges in line with Health and Safety and cannot accept liability for any resultant cost.

24. Should any the Client's delegates or guests be unable to correct any aspect of poor behaviour or activities unacceptable to the Venue, the Venue reserves the right to terminate the event with immediate effect. Should this occur, no monies will be refunded to the Client. The Venue manager's decision is final.

25. The costs of repairing any damage caused to the property, contents or grounds by any of the Client's delegates/guests must be reimbursed to the Venue by the Client.

26. No wines, spirits or foods brought into the Venue may be consumed at the Venue.

27. The Venue will not be liable for any failure to provide or delay in providing facilities, services, food or beverages because of events or matters outside its control.

28. The Venue's name / logo may be used in publicity, once a proof of the promotional material has been agreed with the Venue.

29. The Client is responsible for ensuring that any band or musician it employs complies with statutory requirements and the requirements of the Venue management.

30. The Venue must comply with certain licensing and statutory regulations and requires the Client to fulfil their obligations in this respect.

31. The Client is required to obtain prior written approval if they wish to fix items to the walls, floors or ceilings.



32. Prices quoted include VAT at the rate prevailing when the Contract was prepared and are subject to alterations should the rate change.

33. The Venue advises the Client to take out insurance to protect it cancellation or abandonment, with a minimum sum insured based on the quoted cost from the Venue. Insurance can also cover non-appearance of speakers or delegates, property damage at or to the venue or its contents, third party bodily injury and third party damage to the Venue and its contents and public liability to a minimum of £1,000,000 (any one occurrence). The Venue does not accept liability for these.