

Firoka (Heythrop Park) Limited  
**TERMS AND CONDITIONS OF BUSINESS**

1. **Definitions**

1.1 The Company means Firoka (Heythrop Park) Limited.

1.2 "The Client" means the person, firm or company named overleaf making the reservation with the Company.

2. **Variations to the Price**

All prices quoted or listed by the Company are based on the prices ruling at the time of quotation and do not constitute an order. Prices may be subject to adjustment prior to the service being provided to cover any increase in such prices or in taxation or duty or increase in the cost of labour in the event of the booking being reduced in duration or number of persons attending. All such prices are exclusive of Value Added Tax.

3. **Confirmation of Booking**

3.1. All reservations are regarded as provisional by the company until all three conditions stated below are met;

a) the client confirms in writing by signing the Confirmation of booking form (set overleaf) and delivering it to the Conference Office at Heythrop Park

b) the client makes a clear payment of 75% of the total value of the booking as deposit (see terms 5.1) to Heythrop Park.

c) an authorized officer of Heythrop Park has signed the booking agreement/contract and this has been returned and acknowledged by the Client.

3.2 By signing the Confirmation of booking form the Client agrees to all the terms and conditions stated in this document

If the written confirmation is not received in accordance with Condition 3.1 within 14 days of the provisional reservation, then the Company reserves the right to cancel the provisional reservation and resell the accommodation and facilities.

4. **Cancellation & Deposit schedule**

4.1 In the event of a reservation having been confirmed in writing and then cancelled the following cancellation charges will be employed by the Company and the Client will be required to pay in accordance with the following table for accommodation, function room hire, food, special equipment and appropriate loss of revenue.

Cancellations received within 9 months (36 weeks) - 25 weeks of the commencement of the reserved date	- 10%
Cancellations received within 6 months (24 weeks) - 17 weeks of the commencement of the reserved date	- 20%
Cancellations received within 4 months (16 weeks) - 9 weeks of the commencement of the reserved date	- 40%
Cancellations received within 2 months (8 weeks) - 22 days of the commencement of the reserved date	- 60%
Cancellations received within less than 21 days of the commencement of the reserved date	- 100%

4.2 All cancellations or changes in numbers must be communicated to the Company in writing.

4.3 If the Company resells the cancelled facilities the price of such facilities successfully resold will be taken into account when invoices in respect of the cancellation charges are raised but the Company will not resell such cancelled facilities until all other available facilities are sold.

5. **Deposits and Charging arrangement – Credit Facilities**

5.1 A minimum 75% deposit of the total value of the booking is payable prior to arrival. The Company reserves the right to request 100% of the total value of the reservation. The Client who has confirmed the reservation will be responsible for the payment of any accounts prior to departure from the Company's premises on the day or final day of the conference or function unless the Company has previously agreed credit facilities in writing.

5.2 The Company will only extend credit facilities to clients if the Client has established an approved account at least 7 days before the conference or function. The appropriate documentation to open a credit account is available upon request.

5.3 Where accounts are not settled within 15 days, interest will be payable there on until the date of payment at the rate of 2% per month.

5.4 Payment should be made by cheque or BACS as detailed on the invoice. Payment by credit card will incur additional charges for commission being the greater of the percentage charged by the credit card company or 3.5%

6. **Clients use of Company Premises**

6.1 The Client will be liable for the cost of repairs carried out as a result of any damages caused to any part of the Company's premises or equipment thereon by the negligence or willful act or default of any person invited by the Client or on his behalf to the Company's premises.

6.2 The Client undertakes with the Company that it will ensure compliance by its servants agents licensees and customers with any instructions given the company for the purpose of ensuring that the persons using the Company's premises will be safe and without risk to health and will take any other steps or precautions having regard to the nature of the premises occasioned wholly or partly by the carelessness of all or any of its employees or invitees.

6.3 The Client may not invite any member of the general public to the Company's premises without the prior written consent of the Company.

6.4 Harassment. ( The Company's) employees have a right to work in an environment in which they are treated with respect and dignity at all times. ( The Company) will not tolerate any form of harassment directed at its employees by you or your employees or agents and it will take whatever action it deems appropriate to deal with such cases of unlawful or unacceptable conduct. As such, you also agree to indemnify, and keep indemnified, (The Company) in respect of compensation or damages awards made against it as a result of any liability incurred by it which is due to acts of harassment carried out by you or your employees or agents.

7. **Licensing**

A bar license extension can be applied for on your behalf; there will be a small fee of £50.00 charged. We cannot guarantee that your license application will be granted.

8. Full details of your conference including choice of menu and rooming list must be received by the conference office 14 days prior to your event. In the event that this does not happen Heythrop Park will make appropriate arrangements on your behalf.

9. **Force Majeure**

The Company shall incur no liability to the Client if performance of the contract is prevented or hindered by any case whatsoever beyond the Company's control and in particular but without prejudice to the generality of the foregoing by Act of God, war, riot, civil commotions, Government controls restrictions or prohibitions or an other Government act or omissions whether local or national, fire, flood, subsidence, sabotage, accident, strike, or lock out and shall not be liable for any loss or damage resulting therefrom suffered by the Client.

9. There will be a charge made on the final invoice for any accommodation keys not returned by the participants.

10. The Company reserves the right to arrange alternative accommodation of a similar or higher standard off site if the circumstance arises.

11. *If the redevelopment of Heythrop Park commences and Heythrop Park cannot accommodate the event either in whole or in part Heythrop Park will give 30 days cancellation notice with no compensation payable. Heythrop Park will refund any deposit paid.*

SIGNED: \_\_\_\_\_

ON BEHALF OF: \_\_\_\_\_

DATE: \_\_\_\_\_