

Lensbury Limited

TERMS AND CONDITIONS FOR THE PROVISION OF CONFERENCE FACILITIES AND/OR SERVICES

1.0 Introduction

- 1.1 The following terms and conditions apply to the provision by Lensbury Limited (“The Lensbury”) of conference (the “Conference”) facilities and/or services (“the Services”) at The Lensbury, Broom Road, Teddington, Middlesex TW11 9NU (the “Premises”) and all bookings for such Services made by the Client. “Client” means the person, firm or company booking the Services.
- 1.2 The Client’s confirmation of the attached quotation (the “Quotation”) indicates acceptance of the Quotation and these terms and conditions. The Quotation and these terms and conditions constitute the entire agreement between the Client and The Lensbury (the “Agreement”) in respect of The Lensbury’s provision of the Services.

2.0 Bookings

- 2.1 All bookings are provisional until confirmed by the Client in accordance with the Quotation.
- 2.2 Provisional bookings will be held for a maximum of 14 days unless otherwise agreed by The Lensbury or in the event that The Lensbury receives a firm enquiry for Services from a third party on the same dates as those on which the Services are to be provided to the Client. In such circumstances, confirmation or release of the Services will be required from the Client within 3 hours of the Client being notified of such firm enquiry. If such confirmation or release is not received from the Client within this period, The Lensbury reserves the right to release the Client’s provisional booking.
- 2.3 The Client must advise The Lensbury of the number of delegates/guests attending, the timings, accommodation and food and beverage requirements for the Conference when making any provisional booking. This information will be included in the Quotation. Following the Client’s confirmation of a booking, The Lensbury will send the Client a booking contract setting out the Client’s confirmed booking in writing.

3.0 Deposit

- 3.1 The Lensbury reserves the right to charge a percentage deposit of the total cost of the Services (inclusive of VAT) as set out in the Quotation on confirmation of a booking. The deposit must be paid at least 7 days prior to the start date of the Conference, failing which The Lensbury reserves the right to cancel the Client’s booking without liability.

4.0 Charges

- 4.1 The costs for the Services will be as set out in the Quotation. The rates charged by The Lensbury for the provision of the Services will be based on actual facilities used if the number/cost of facilities used is greater than those confirmed 10 days prior to the Conference start date. The Client will also be responsible for any unpaid costs incurred by any delegates/guests during the Conference.
- 4.2 There is a minimum room rate charge for all rooms. If the number of delegates/guests confirmed is below the delegate/guest level at which the minimum room rate charge applies, the Client will be charged the minimum room rate charge instead of a delegate rate charge.

5.0 Payment

- 5.1 A final account for the balance of all charges incurred will be rendered after the Conference and be due for full settlement within 30 days of the date of invoice.
- 5.2 Accounts are payable in pounds sterling by cash, cheque, bankers draft or such credit cards as accepted by The Lensbury. Accounts are inclusive of VAT at the rate prevailing at date of invoice.
- 5.3 The Lensbury reserves the right to charge interest at a rate of 2% above the base interest rate of RBS Bank on any overdue sum from the date payment is due to the date of payment.

6.0 Cancellation/Attendance Reduction by the Client

- 6.1 In the event of the Client cancelling a confirmed booking, the Client will be liable to pay the following cancellation charges:

Cancellation notification received by The Lensbury	Cancellation charges
More than 60 days before Conference start date	Nil
Between 30 and 60 days before Conference start date	50% of the Conference’s total projected revenue*
Less than 30 days before Conference start date	100% of the Conference’s total projected revenue*

*Conference’s total projected revenue includes full board, lecture/meeting and syndicate room costs.

The Lensbury will use its reasonable endeavours to resell the cancelled booking. If successfully resold, The Lensbury will reduce the cancellation charge pro-rata.

- 6.2 In the event of the Client reducing the number of delegates/guests confirmed, the Client will be liable to pay the following attendance reduction charges:

Attendance reduction notification received by The Lensbury	Attendance reduction charges
More than 60 days before Conference start date	Nil
Between 30 and 60 days before Conference start date	50% of quoted delegate rate
Less than 30 days before Conference start date	100% of quoted delegate rate

A reduction of 10% or less of the total number of delegates/guests confirmed 14 days or more before the Conference start date will not incur an attendance reduction charge. However, if the reduction in delegate/guest numbers is greater than 10% or the reduction is within 14 days of the Conference start date, the attendance reduction fee will apply as above. All cancellations or changes in delegate/guest numbers must be notified in writing to The Lensbury.

continued overleaf

7.0 Cancellation by The Lensbury

7.1 The Lensbury reserves the right to immediately cancel the Client's booking on the service of written notice if it requires the Premises for emergency use. The Lensbury shall have sole discretion for determining emergency use. In the event of an emergency, The Lensbury shall use reasonable efforts to offer alternative on-site facilities for events in progress and forthcoming events. If this is not possible, The Lensbury will pay the Client compensation at the following rates:-

Cancellation notice given to Client

Compensation

More than 60 days before Conference start date	Nil
Between 30 and 60 days before Conference start date	5% of total projected revenue
Between 14 and 30 days before Conference start date	10% of total projected revenue
Between 48 hours and 14 days before Conference start date	20% of total projected revenue
Less than 48 hours before Conference start date	33% of total projected revenue
During the Conference	Nil charge for whole event

7.2 The Lensbury may at its sole discretion immediately cancel any booking on service of written notice without incurring any liability:

- The booking may prejudice the reputation of The Lensbury ;
- An event for which a booking is made is unlikely to be conducted or organised in a proper or in a suitable manner;
- The Lensbury receives evidence of any adverse alteration to the Client's financial situation or the timing or amount of payments due to The Lensbury may not be met;
- The Client is in arrears of payments due to The Lensbury ;
- Any delegates/guests attending the Conference behave in any way considered to be detrimental, offensive and contrary to normal expected standards of behaviour;
- If an event of force majeure occurs

8.0 Allocation of Conference/Meeting Rooms

8.1 The Lensbury reserves the right for whatever reason to change the agreed conference/meeting rooms prior to the Conference start date. The Client will be notified in advance of any such change if necessary.

9.0 Client's Responsibilities

9.1 The Client shall be responsible for the orderly conduct of all delegates/guests attending a Conference. In the event of a delegate's/guest's behaviour being unacceptable to The Lensbury in its absolute discretion, The Lensbury reserves the right to insist on the offending individual(s) immediate departure from the Premises without thereby incurring any liability.

9.2 The Client is responsible for the cost of any externally contracted services or activities and for ensuring that all necessary statutory obligations or requirements specified by The Lensbury's management in respect of such services or activities are complied with. The Lensbury reserves the right of prior approval of all such arrangements and at its absolute discretion to refuse entry to the Premises to any contractor.

10.0 Liability

10.1 The Client shall indemnify The Lensbury from and against any and all claims, proceedings, losses, liabilities, costs, damages and expenses suffered or incurred by The Lensbury as a result of:

- a) loss and/or damage to the property (including vehicles) of The Lensbury, its employees, agents, contractors or of other third parties caused by any act, omission or default of the Client or any delegates/guests; and
- b) personal injury to, including disease, or death of The Lensbury's employees, agents, contractors or to/of other third parties caused by any act, omission or default of the Client or any delegates/guests.

10.2 Save as otherwise excluded or limited by applicable law, The Lensbury's total liability, whether in contract, tort, negligence, breach of statutory duty or otherwise, arising under or in connection with this Agreement shall be limited to the Agreement price.

10.3 The Lensbury accepts no liability, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, for any special, indirect or consequential loss or damage suffered or incurred by the Client or its delegates/guests including, without limitation, any economic loss or other loss of use, turnover, profits, revenue, business or goodwill or business interruption.

11.0 Food and Beverages

11.1 No food or beverage items other than those provided by The Lensbury shall be consumed by the Client or delegates/guests while on the Premises, unless prior written permission is received from The Lensbury.

11.2 All full day meetings must include lunch and tea/coffees

11.3 Please note that although Lensbury will endeavour to accommodate all special dietary requests they cannot accept liability. All special diets need to be advised in writing prior to your event.

12.0 Materials and Equipment

12.1 The Client must obtain the consent of The Lensbury for the use of all equipment and materials, which must comply with all relevant health and safety regulations, brought into the Premises. The Lensbury reserves the right to forbid the use or require the removal of any equipment or materials which are unauthorised or unlawful, or in the opinion of The Lensbury, unsafe or offensive. The Lensbury accepts no liability for any loss or damage to any materials, equipment or property sent to, stored at or brought on to the Premises. All such items shall be at the risk of the Client who is solely responsible for their security and insurance.

12.2 Deliveries of Conference materials and/or equipment should be addressed clearly for The Lensbury Conference Centre with the name of the Conference clearly indicated. Deliveries should be made between 8am to 6pm Monday to Friday. The Lensbury recommends that such materials/equipment are brought to the Premises on the day by the Client.

13.0 Force Majeure

13.1 The Lensbury will not be liable for any failure or delay in providing facilities, services, food or beverages as a result of events or matters outside its reasonable control (including but not limited to fire, storm, explosion, flood, act of god, acts of terrorism, action of any government or governmental agency, shortage of materials or goods, utilities shut down, strike or lockout).

14.0 Miscellaneous

14.1 No variation, addition or other amendment to this Agreement shall bind The Lensbury unless an instrument in writing expressly accepting the same has been signed by an authorised officer of the company.

14.2 This Agreement may not be assigned by the Client without the prior written consent of The Lensbury.

14.3 This Agreement is governed by the laws of England and The Lensbury and the Client agree to submit to the exclusive jurisdiction of the English courts.