

## **Dickens Inn Terms & Conditions**

Thank you for choosing the Dickens Inn. Your booking constitutes a formal agreement to hire venue facilities on these terms and conditions. Please note that our facilities are booked in advance and last minute cancellations do not allow us the opportunity to re-book facilities for replacement clients. These terms and conditions have been designed to clarify the arrangement between us. Your attention is specifically drawn to clause 2 re. our cancellations policy. If you have any questions, please contact the person handling your booking for any further information.

### **1. Your booking**

For credit account bookings your booking is confirmed once you have returned the signed booking contract together with your deposit(s) (if applicable) within 3 working days of receipt, or by the date stated on the attached letter. Failure to do so may result in the space being released. For credit account bookings booked your booking is confirmed once you have completed the booking process, provided that there are no outstanding overdue debts or other queries over your credit status. You represent and warrant that the information you have provided re your booking is correct. For credit/debit card bookings your booking is confirmed once you have completed the booking process, paid by credit/debit card and cleared funds on your credit/debit card have been credited to our account. In the event that there are insufficient funds on your account to meet the booking value, we may not honour your booking. We reserve the right to charge you for any charges incurred where insufficient funds are available. You represent and warrant that the information you have provided re your booking is correct.

### **2. Cancellations or amendments on additional**

Whilst we appreciate that numbers can vary, unless we receive written notice of any reduction or increase in numbers no later than 15 working days prior to your hire of the space, we shall assume that the number stated in the booking contract is correct and shall tailor our preparations accordingly. If you need to cancel the event or decrease the number of delegates due to attend, cancellation fees will be charged. Cancellations and changes must be confirmed in writing. The notice period becomes effective on receipt of that confirmation. Costs for cancellations or reductions in booked customer numbers are calculated as shown below including room hire and catering (as applicable). Should there be an increase/decrease in the booked number of customers, scheduled visitors or guests on the day(s) of your hire as set out in paragraph 2, you shall be fully liable for any extra charge(s) incurred by us. Our cancellations charges are as follows:

#### **A. Cancellation charge for hire of function room**

Deposits paid are not refundable – all room hire deposits are made to confirm the booking.

#### **B. Cancellation charge for all other events:**

Notice period before first day of hire % of value of total booking

2 to 8 weeks inclusive 50% Less than 2 weeks 100%

### **3. Meal/event rooms and facilities**

Any meal requirements and outline of extra requirements must be made known to the Dickens Inn 2 weeks before the event.

Customer numbers will be taken into consideration when allocating your room. We reserve the right to change allocated rooms and advertised facilities and the information quoted in marketing materials may be subject to change at any time. No liability is accepted for any errors or omissions in marketing materials.

#### 4. Damage

You are responsible for the space allocated to you during your event. Any damage to your allocated rooms or their contents (or any other part of our venues) incurred as a result of your or your invitees' (or representatives of either) acts omissions or negligence will result in a charge based on (i) the costs of repair and (ii) the value to us of any subsequent loss of business or trade or other commercial activity suffered by us.

#### 5. Client Property

Whilst all reasonable efforts are made to ensure our premises are safe and secure, we do not accept any liability for any theft, loss or damage to clients' and visitors' property.

#### 6. Externally Purchased Food and Beverages

Externally purchased food may not be brought on to the premises for consumption. Other than that supplied by us, wines, spirits or other beverages are not permitted on to the premises without our prior written consent, where a "corkage" charge will be made.

#### 7. Credit accounts

Please note that credit accounts are granted at our absolute discretion. To apply for a credit account we require you to complete and return an application form at the latest 10 working days before your event/course and pay any deposit(s) as stipulated by us in the booking contract. The grant of a credit account is subject to credit checks, credit status and where appropriate approval by our credit insurer. Credit accounts may be suspended immediately without notice where credit customers fail to meet agreed credit terms or credit status deteriorates or credit insurance is withdrawn.

#### 8. Methods of Payment –

account payments may be made by cash, cheque, debit card, CHAPS or BACS transfer. Payment is required within 14 days of the date of the invoice unless otherwise agreed by us in writing. There is a surcharge of 2% for payments made by credit card, 4% for Amex. If payment is made by cheque, please ensure the cheque is made payable to "Select Service Partner". We will consider payment to have been made once the cheque has cleared. We reserve the right to charge your account for any extras such as food, beverages or facilities incurred at your event at our standard venue rates and any additional delegates that attend your event beyond the number booked at the agreed price per delegate. The price is exclusive of any applicable value added tax ("VAT") or other taxes or duties payable by you. VAT shall be charged on all bookings.

#### 9. Schedule of Payment.

To secure the bookings, payment for the Dickens Function Room will be required, Deposit to confirm the booking.

Full & final payment 2 weeks before event.

#### 10. Agents booking on behalf of a client.

Agents booking on behalf of a client as a disclosed agent must disclose the name of the principal/company that they are booking on behalf of. The agent confirms, warrants and represents that it has the approval of the principal/client and the necessary delegated authority to enter into the booking on behalf of the client/principal. Dickens Inn will not be required to honour bookings made by agencies without the approval and authority of their client/principal. Dickens Inn will deal with end client directly to arrange meal / menu requirements

### 11. Late payment

In the event of late payment we will claim statutory compensation and charge interest on a daily basis from the date payment was due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. For the avoidance of doubt, we also reserve the right to cancel any future bookings made by you (irrespective of whether you have paid any applicable deposit(s)) if any payment is overdue.

### 12. Termination

In the event that you materially breach these terms and conditions (and fail to remedy the breach within 3 working days after written notice from us) or become bankrupt, cease to trade, have your shares or assets taken over by a Company whose financial standing is unacceptable to us, have a administrator appointed or make any voluntary arrangement with your creditors, we shall be entitled to terminate this contract immediately by giving notice in writing. The termination of these terms and conditions shall not prejudice any claim which we may have against you in respect of any previous breach of any provision in these terms and conditions nor shall it prejudice the continuance in force of any provision in these terms and conditions which is (expressly or by implication) intended to come into or continue in force on or after such termination. On termination, you shall, within 5 working days, pay us all sums due and payable under these terms and conditions together with any accrued interest (if applicable).

### 13. General

13.1 These terms and conditions (and any provision and/or information relating to them) are confidential and you shall not (unless required by law or relevant authority) disclose any part of them to anyone else without our prior written consent, which we may withhold in our absolute discretion.

13.2 No provision of these terms and conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

13.3 No waiver by us of any breach of these terms and conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.4 Neither party will be liable for any delay in performing or failure to perform our respective obligations (other than a payment obligation) under these terms and conditions due to any cause outside their reasonable control. Such delay or failure will not constitute a breach of these terms and conditions and the time for performance of the affected obligation will be extended by such period as is reasonable.

13.5 Save as set out in 13.6 and 13.7 our liability under these terms and conditions shall not exceed 100% of all monies payable by you under the signed booking contract or £20,000, whichever is the lower.

13.6 We shall have no liability for (i) loss of profit suffered by you which flows as a natural, direct and/or obvious consequence from our breach of these terms and conditions; or (ii) any indirect, consequential or incidental loss, damage, cost or expense of any kind whatever, (even if we have been advised of their possibility), howsoever the losses described in sub-conditions 14.6(i) and 13.6(ii) are caused whether arising under contract, tort (including negligence on our part, our employees, sub-contractors or agents) or otherwise.

13.7 Any variation in these terms and conditions must be agreed by us in writing and signed by an authorised official of Dickens Inn. Any changes by you to these terms and conditions without our prior written consent shall not be binding on us.

13.8 Any deliveries must only be made via the delivery bay in line with our lease restrictions with SK Docks

13.9 Whilst these terms and conditions are in force, you must not either solely or jointly with any other person solicit or endeavour to entice to leave the service or employment of any person who during the period of 12 months prior to your entering into these terms and conditions was an employee of Dickens Inn (or any associated Company). You agree that the undertakings contained in this paragraph are reasonable and are entered into for the purpose of protecting the goodwill of our business. Should you breach this clause, you agree that 6 months' salary of the relevant employee is a reasonable pre-estimate of our losses.

13.10 If any provision of these terms and conditions are found to be invalid, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

13.11 You agree that you shall not make, sell, broadcast, distribute or reproduce mechanically digitally, electronically or otherwise by any manner or means (whether now known or hereafter devised) any audio-visual images of our venues, space, employees and officers to other independent organisations without our prior written consent (which may be withheld at our absolute discretion).

13.12 In the event of a breach of these terms and conditions causing damage or nuisance to our neighbours, or our having reasonable grounds for fearing such damage or nuisance, we reserve the right (i) to require you or your invitees (or representatives of either) to leave the venue; (ii) to terminate the event immediately (in which case the full amount will be payable) if the noise or nuisance can not be controlled at an acceptable level and the offending party refuses to leave; (iii) to disconnect electricity supplies to noise producing or audio visual equipment; and (iv) to cancel any further bookings which you have made (irrespective of whether you have paid a deposit)

13.13 Access times, and event times must be inline with Dickens Inn standard operating hours and licensing conditions.

13.14 These terms and conditions shall be governed by and construed in accordance with English law and you irrevocably submit to the exclusive jurisdiction of the English courts. Rev PK4310

**The parties here to agree that these terms and conditions are incorporated into the contract between the parties:**

**Signed:**

**Date:**

**For and on behalf of Dickens Inn**

**Signed:**

**Date:**

**For and on behalf on the client.**