

# THE LAKE COUNTRY HOUSE & SPA

## TERMS & CONDITIONS -CONFERENCE/EVENTS & BOOKINGS OF TWO ROOMS OR MORE

**By confirming a booking with the Lake Country House & Spa you agree to the following terms and conditions.**

### **1: What are your obligations?**

- To accurately give us all the information we request at least 7 working days prior to the start of your event. FAILURE TO DO SO MAY RESULT IN SPACE BEING RELEASED BY US.
- To advise The Country House & Spa of any inaccuracies made on the event confirmation or any other document within 48 hours of receipt of it. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document in accordance with this clause.
- To get agreement from The Lake Country House & Spa for any changes to the event confirmation following confirmation.

### **2: What if you have to cancel or make substantial changes?**

- You may alter delegate numbers by up to 10% up to 7 working days before the event. Changes of more than 10% may incur cancellation charges as detailed below in 2b. Delegate numbers charged will be those confirmed no later than 7 working days before the event or the minimum number agreed at the time of booking, or the actual number of delegates which attended the event, whichever is the higher.
- For changes of more than 10%, the event may be re-located to suitable alternative space within the same venue as best fits the revised number. Alternatively an additional room charge or revised rates may be levied to reflect the value of the original room size allocated.
- If you have to make changes to delegate numbers of more than 10% or cancel your event, you must let The Lake Country House & Spa know in writing as soon as you can. In the event that all or part of the affected space cannot be re-let and as long as we receive notice of your cancellation three months or more before your event, we will not charge any cancellation fee (unless you have paid a deposit, in which case we will retain your deposit).

### **3: What if The Lake Country House & Spa has to make significant changes or cancel?**

- In the exceptional circumstances where The Lake Country House & Spa has to cancel or significantly change the arrangements for any reason, suitable alternative facilities will be provided or if this is not possible a full refund will be given.
- The Lake Country House & Spa will not accept any claim for compensation, expenses, costs or losses incurred by the client as a result of the change or cancellation.

### **4: What are the payment terms?**

- Credit facilities must be pre-arranged, requested at the time of booking and are provided at The Lake Country House & Spa's discretion.
- Credit accounts must be paid within 30 days of date of invoice or interest will be charged at 2% above base rate per month or part-month thereafter.
- We are very happy to pay agency commissions if your event is booked through a legitimate 3rd party agency, however we reserve the right to send the account to the end user only and not to any intermediaries.
- Please note changes and errors occasionally occur. The Lake Country House & Spa reserves the right to correct errors in confirmed prices.
- In some circumstances (such as, but not limited to large events, weddings, block bookings, prime time bookings) deposits or pre-payments may be required. Any such payments required will be requested at the time of booking and will be non-refundable.
- All extras requested during the event will be charged to your account unless you instruct us in writing and in advance not to do so.

### **5: Does Force Majeure apply?**

Except where otherwise expressly stated in these conditions, we cannot accept liability or pay any compensation where the performance or prompt performance of contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these conditions, "force majeure" means any event which we could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

### **6: What is The Lake Country House & Spa's liability to me?**

The Lake Country House & Spa will not be responsible for any injury, illness, death, loss, damage, expense, cost or other sum or claim of any description whatsoever which results from:

- The fault of the person(s) affected or any member(s) of their party or
- The fault of a third party not connected with the provision of the event which we could not have predicted or avoided or
- An event or circumstance which The Lake Country House & Spa could not have predicted or avoided even after taking all reasonable care.

The Lake Country House & Spa excludes liability to the fullest extent permitted by law. In particular, we do not accept any liability for any loss of profit, economic loss or other indirect loss or for any loss suffered by any third party. In any event the liability of The Lake Country House & Spa shall not exceed the price payable by you. Where we are found liable for loss of or damage to luggage or personal

possessions (including money), we are entitled to rely on the limitations of liability contained in the Paris Convention on the Liability of Hotel Keepers concerning the property of their guests. Nothing in these terms excludes or limits any liability for death or personal injury caused by the negligence of The Lake Country House & Spa or its employees. You are subject to The Lake Country House & Spa standard liabilities in relation to health, safety and security. These terms do not affect any rights you may have under the Hotel Proprietors Act, where that Act applies.

### **7: What if I have a problem?**

- In the unlikely event that you or any member of your party has any reason to complain, you must immediately inform The Lake Country House & Spa. Any verbal notification must be put in writing and given to The Lake Country House & Spa as soon as possible. No liability can be accepted if you fail to notify the problem according to this procedure.
- Any disputed invoiced item must be raised in writing with The Lake Country House & Spa within 7 days of date of invoice. Disputed items will be dealt with separately from the remainder of the monies due which must still be paid when due.

### **8: What if I have delegates with any special requirements or needs?**

If you have any special request, you must make this known at the time of booking. Although we will endeavour meet the request, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. If you or any member of your party has any medical problem or disability which may affect your event, please make this known before you confirm your booking. In any event, you must give full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

### **9: Is there anything else I need to be aware of?**

Please obtain written permission from The Lake Country House & Spa in advance of your arrival if:

- you intend to bring electrical equipment to the venue
- There is a safety risk associated with anything you want to bring to The Lake Country House & Spa.
- You wish to stick or attach anything to the walls, floors or the ceiling of any room in The Lake Country House & Spa.
- The Lake Country House & Spa does not allow guests to bring and consume wines or sprits which are not purchased from the hotel. Charges will be made if this is not complied with.
- third-party agents or suppliers are to be utilised.

The Lake Country House & Spa reserves the right to refuse any request at their discretion. The Lake Country House & Spa reserves the right to cancel bookings if they consider in their absolute discretion that it may be poor business practice to proceed with the booking.

- The Lake Country House & Spa reserves the right to object to the employment by you of any photographer, toastmaster, band, musician, entertainer or other person in connection with any event. It is your responsibility, where appropriate, to comply with all requirements of the Performing Rights Society in respect of any music played or musician employed. Noise limitations may apply.
- The Lake Country House & Spa's name/logo may be used in publicity only once a proof of the promotional material has been agreed directly with The Lake Country House & Spa.
- The Lake Country House & Spa must comply with certain licensing and statutory regulations and requires you to fulfil their obligations in this respect
- Meeting rooms are available for the time shown on the event schedule. Additional charges may be made if that time is extended.
- The bedroom accommodation is available from 14.00 on the day of arrival and must be vacated by 11.00 on the morning of departure, unless specific alternative arrangements have been agreed.

f. We are unable to guarantee that all of the facilities at The Lake Country House & Spa will be available for use during the event. The Lake Country House & Spa is unable to make refund or reduction in the charges if any facility is unavailable.

- Adequate insurance is recommended.
- It is the policy of The Lake Country House not to discriminate on the grounds of race, colour, creed, sex, marital status, age, ethnic origin or disability. The client, its employees, guests and all sub-contractors engaged by, or on behalf of the client are expected to adhere to this policy and The Lake Country House & Spa may, without incurring any liability, remove from The Lake Country House & Spa any person offending against this policy.

i. You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to The Lake Country House & Spa.

j. We both agree that the Law and local jurisdiction of the country in which The Lake Country House & Spa is situated will govern your contract and agree that any dispute, claim or other matter of any description which arises between us will be dealt with by the Courts of the relevant country.

