

Magnolia Park Trading (UK) Limited

STANDARD TERMS AND CONDITIONS

1.0 General

1.1 In this Contract (unless the contract otherwise requires), the following words shall have the following meanings:

- "Appendix" means the appendix attached hereto which sets out specific details of the Event;
 - "Client" means the company, firm, body, agent or person booking the Event;
 - "Conditions" means these terms and conditions which apply to all event bookings at the Hotel; and any subject amendments made to the booking
 - "Contract" means these Conditions and the Appendix;
 - "Event" means the event (including, but not limited to, the accommodation, services and other facilities) booked by the Client, further details of which are set out in the Appendix;
 - "Event Manager" means the Hotel's event manager from time to time;
 - "Hotel" means Magnolia Park Trading (UK) Ltd operated under management contract by Bespoke Hotels Ltd and/or the Hotel specified in the Appendix;
 - "Minimum Guaranteed Number" means the number of guests/delegates for the accommodation and/or Event per day specified in the Appendix;
 - "Price" means the price specified in the Appendix including VAT where applicable; and
 - "Total Price" means the total price that the Hotel could reasonably have expected to invoice the Client for and any sums which the Hotel could reasonably expected to have made from attendees in relation to the cancelled Event taking account of adjustments made to the Price in terms of clauses 5.9 and 5.1 of this Contract and where part of the price remains unquantifiable at the date of the cancellation making a reasonable estimation of the likely adjustment based on previous Events (whether involving the Client in question or not) of a similar type and size.
 - Working Days means Monday, Tuesday, Wednesday, Thursday or Friday whether or not it is a bank holiday.
- 1.2 This Contract is created upon the company accepting the Client's confirmation of Event booking and issuing the Contract to the Client for signature. The Contract will be deemed to have been accepted unless the Client notifies the Hotel otherwise in writing on receipt of the Contract.
- 1.3 The Conditions shall prevail over any other terms and conditions (whether or not inconsistent with these Conditions) and whether such conditions are in writing or are implied by custom, practice or course of dealing. For the avoidance of doubt, these Conditions shall also prevail over any other conditions previously published by the Hotel in respect of event bookings and any conditions of purchase operated by the Client.

2.0 Event numbers and guest/delegate details

- 2.1 The Client shall be obliged to provide confirmation of the number of attendees at the Event when requested to do so by the Hotel and in any case not less than 4 weeks before the Event, in writing or otherwise by e-mail to the Event Manager. In the event that the Client desires to increase the number of attendees from the number specified in the Appendix, no variation shall be made unless such variation is agreed by the Hotel in writing prior to the Event. Any increase in the number of attendees will be entirely at the discretion of the Hotel and the Hotel reserves the right to refuse entry to any individuals attending the event in excess of the numbers specified in the Appendix. In the event that there is a reduction in numbers of individuals attending the Event from those specified in the Appendix, the Hotel reserves the right to invoice the Client for the Total Price.
- 2.2 The client shall be advised to provide final menu choices and any dietary requirements not less than 4 weeks from the Event date.
- 2.3 Any changes to the above in relation to guest/delegate numbers, food/menu choices or dietary requirements within the 7-day period prior to the Event date will be at the discretion of the Hotel and may be subject to an additional charge.
- 2.4 Should the number of delegates/guests attending the Event significantly increase or decrease then the Hotel reserves the right (upon providing at least three working days' notice to the Client) to provide alternative accommodation and space of an appropriate size for the Event.
- 2.5 The Client shall provide the Event Manager with a written rooming list providing details of guests/delegates for overnight accommodation at least three weeks prior to the Event.
- 2.6 For wedding events, unnamed bedroom allocations will be released four weeks prior to the Event without further notification.

3.0 Room availability

- 3.1 Bedroom accommodation is available from 4 pm on the day of arrival and must be vacated by 10 am on the day of departure, unless specific alternative arrangements have been agreed with the Hotel. Extension beyond these times shall entitle the Hotel to impose additional charges.

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- 3.2** Other rooms booked for the Event are available from the times specified in the Appendix and any extension beyond these times shall entitle the Hotel to impose additional charges.
- 3.3** In the unlikely circumstances that the Hotel does not have the number and types of rooms available at the Hotel on the dates required for the Event, the Hotel reserves the right (without liability) to relocate the Event to an alternative Hotel of a similar standard in the same locality.
- 3.4** If a particular room, which has been booked by the Client, is unavailable at the Hotel on the required dates, the Hotel reserves the right (without liability) to relocate the client to an alternative room of a similar standard within the same Hotel.
- 3.5** Any reasonable expenses incurred for relocation shall be borne by the Hotel. The acceptance of this obligation (which will not release the Client of the obligation to pay the Hotel the relevant charges) shall be in lieu of all other liabilities or obligations.
- The Hotel reserves the right to accept more than one event on a particular day. If the Client wishes to obtain exclusive use of the Hotel for their Event, this may be arranged for an additional charge.
- If the Client wishes, due to commercial sensitivity or other reasons, to specify that the Hotel should not host certain other clients from a similar industry during the course of the event then this may be arranged for an additional charge.

4.0 Cancellation

4.1 By the Hotel:

The Hotel reserves the right to cancel the Event (or any part thereof) if:

- 4.1.1 the Client fails to adhere to any of these Conditions;
- 4.1.2 in the opinion of the Hotel, there has been a significant change in the Client's contracted booking (e.g. reduction in days/accommodation);
- 4.1.3 the Client is insolvent, or the Hotel has reasonable grounds for anticipating the same;
- 4.1.4 the Hotel is not satisfied with the client's credit status;
- 4.1.5 in the opinion of the Hotel, the Event might prejudice the reputation of the Hotel;
- 4.1.6 if the Hotel, or any part of it, is closed or damaged due to circumstances beyond its reasonable control; or
- 4.1.7 the Hotel is requested to cancel the Event by any government or other authority.

4.2 By the Client:

In this clause 4.2, the Event will be considered "Cancelled" by the Hotel when a Client, by written notification to the Event Manager

- 4.2.1 cancels or postpones the entire Event;
- 4.2.2 cancels or postpones any element of the Event (e.g. meal / syndicate rooms);
- 4.2.3 reduces the number of guests/delegates below that permitted in clauses 2.2 and 2.3; or 4.2.3 reduces the duration of the Event as a result of which the contracted value is reduced; and The Hotel subsequently acknowledges such notification by the Client in writing.
- 4.3 If an **Event** is cancelled, the Hotel shall have the right to impose a cancellation charge ("Cancellation Charge"), which shall be calculated as a percentage of the Total Price as detailed below.

Timing of Cancellation	Percentage of Total Price
In excess of 6 months prior to the Event -	30%
6 - 2 months prior to the Event -	60%
2 months – 2 weeks or less prior to the Event -	90%
Less than 2 weeks prior to the Event -	100%

The Hotel will use reasonable endeavors to re-sell to another client the accommodation, function rooms, services and other facilities booked in connection with the Event and a proportional reduction in the Cancellation Charge will be made if the Hotel is successful.

In relation to **weddings** the following Cancellation Charge will apply

Timing of Cancellation	Percentage of Total Price
In excess of 6 months prior to the Event -	50%
6-1 months prior to the Event -	75%
Less than 1 month prior to the Event -	100%

- 4.5 If a Cancellation Charge is due, any deposit will be held until the original Event dates have passed and an assessment of the charges can be made by the Hotel and the deposit offset against the Cancellation Charge.
- 4.6 Any guests or delegates who do not arrive or depart early will be charged at 100% of their Total Price.

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5.0 Payment terms and credit accounts

- 5.1 The Hotel reserves the right to amend the Price upon written notice to the Client in order to reflect any change in cost beyond the reasonable control of the Hotel (including but not limited to changes in VAT and import / export duties).
- 5.2 The Client shall make all payments due under the Contract in Pounds Sterling and within 14 days of the date of the relevant invoice or request for payment.
A £2.95 additional administration charge will be made in respect of payment made by credit cards. There is no charge for payment made by debit cards.
- 5.3 A credit account may be applied for up to 28 days prior to the Event and, if accepted, will be confirmed to the Client by the Hotel. The Hotel will use reasonable endeavors to ensure that appropriate credit checks are carried out within the required timescales. For the avoidance of doubt, credit accounts are given at the absolute discretion of the Hotel and no assumption can be made on the part of the client regarding credit until expressly notified by the Hotel.
- 5.4 The Hotel reserves the right to amend or withdraw credit facilities at any time and/or require payment of the Price or any other amount due in full or in part, without further liability, upon written notice to the Client if in the Hotel's view, the Client's credit worthiness deteriorates. The Hotel also reserves the right to levy an invoice surcharge up to 10% of the Total Price as a late payment charge. The Client will be entitled to deduct this charge from the invoice payment providing that the relevant invoice is settled within 14 days of the invoice date.
- 5.5 If the Client is an approved credit account customer of the Hotel, the Client shall pay to the Hotel a deposit of 50% of the Total Price at least one month prior to commencement of the Event and shall pay the balance of the sum due within 14 days of the date of the invoice.
- 5.6 If the Client is not an approved credit account customer of the Hotel the following provisions apply:
- 5.6.1 The Client shall pay to the Hotel a deposit of 25% of the Total Price at the time of confirming the Event booking
- 5.6.2 The Client shall pay the balance and any additional cost incurred by the Hotel in connection with the Event at least 28 days before the date of the Event.
- 5.6.3 The Client shall provide the Hotel with credit card details at least 14 days before the Event to cover the cost of any additional charges that may be incurred.
- 5.7 For wedding events the following provisions apply:
- 5.7.1 The Client shall pay to the Hotel a £750 non-refundable deposit at the time of confirming the Event booking.
- 5.7.2 The Client shall pay to the Hotel an additional deposit of 50% of the Total Price at least three months before the Event.
- 5.7.3 The Client shall pay the balance of the Total Price and any additional cost incurred by the Hotel in connection with the Event at least 28 days before the Event.
- 5.7.4 The Client shall provide the Hotel with credit card details at least 14 days before the Event to cover the cost of any additional charges that may be incurred.
- 5.8 Should the Total Price of the Event increase after the initial deposit has been paid, the Hotel may request an additional deposit be paid prior to the Event.
- 5.9 If the Client fails to pay any amount due under the Contract on the due date the Hotel may charge interest at an annual rate of 4% above the base rate for the time being of National Westminster Bank Plc for the period from the due date up to and including the date of receipt (whether before or after judgment).
- 5.10 The Client shall notify the Hotel of any disputed amounts within 5 working days of the date of the invoice or request for payment. The Client shall pay the undisputed amount within 14 days of the date of the invoice. The disputed amount may be withheld until the dispute is resolved but shall bear interest as set out in clause 5.9 if found to be due.
- 5.11 All payments by the Client to the Hotel shall be made without deduction or set off.
- 5.12 Invoices shall be sent to the address and be marked for the attention of the person as detailed in the Appendix. The Client shall notify the Hotel of any change to the billing address or addressee as soon as reasonably practicable.

6.0 Outside and third party contractors

- 6.1 The Hotel reserves the right to refuse any external entertainment, services or activities that the Client may have arranged and does not accept any liability for the acts or omissions of any party employed by the Client in connection with the Event.
- 6.2 The Client shall (and shall procure that all third parties employed by the Client) comply at all times with all regulations (whether statutory or otherwise), the Hotel's rules and regulations and any reasonable requests of the Hotel.
- 6.3 The Client shall ensure that these Conditions are brought to the attention of all third parties employed in connection with the Event.

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7.0 Licences

- 7.1 The Hotel shall be responsible for applying for any additional licences, consents and permits required in connection with the Event, provided the Client gives sufficient notice of their exact requirements to allow such applications to take place and the Client meets the reasonable costs associated with such application. The Client shall not be entitled to cancel or postpone the Event on the basis of an unsuccessful application.
- 7.2 The Client shall (and shall procure that all third parties employed by the Client) comply with the terms of all licences, consents and permits (including any conditions attached thereto) and any decision or recommendation by the licensing officer or other licensing or entertainment authority.

8.0 Security

- 8.1 Unless specific security arrangements are made with the Hotel, the Hotel accepts no responsibility or liability for any loss or damage to property of the Client, delegates/guests or any third parties employed by the Client beyond that provided for in the Hotel Proprietors' Act 1956 (as may be amended). The Client should note that some Event rooms are not capable of being locked and that the Client shall be responsible for informing its delegates/guests of this prior to the Event and for taking all reasonable security measures.
- 8.2 Security can be arranged by the Hotel with adequate prior notice at an additional charge.

9.0 Fire, health and safety

- 9.1 The Client shall (and shall procure that all third parties employed by the Client) comply at all times with all fire, electrical, health and safety regulations (whether statutory or otherwise) including (but not limited to) the Fire Precautions Act 1971 (as may be amended).
- 9.2 The Client shall ensure that any materials brought into the Hotel (e.g. stage sets) are so far as possible made of non-flammable materials, that fire exits are kept clear at all times, and where a fire exit sign will be obscured, the Client shall ensure that appropriate temporary signs are erected.
- 9.3 All electrical contractors must be NICEICI, LEA or IEE registered and the Client shall provide the Hotel with written evidence of this if so requested by the Hotel.
- 9.4 The Client shall provide the Hotel with a list of names of all visiting contractors and third parties if so requested by the Hotel.
- 9.5 The Hotel reserves the right to evacuate the Hotel in the event of a Fire Alarm or other emergency irrespective of whether it is a genuine emergency or not, in order to protect all guests and staff and in this event, does not accept any liability for any consequent delay to the Event.
- 9.6 The Client shall obtain the prior written approval from the Hotel and any public authority (where necessary) if it (or any third party employed by it) wishes to fix items to the walls, floors and ceilings or to use smoke machines, lasers, fireworks, cracked oil, dry ice or any form of pyrotechnic.
- 9.7 Where motor vehicles will be used and/or displayed in connection with the Event, the Client shall (and shall procure that all third parties employed by the Client in this regard) comply with the following provisions:
- 9.7.1 the vehicle shall not contain any fuel of any nature;
- 9.7.2 the vehicle's battery shall either be removed or disconnected prior to the vehicle entering the Hotel's premises;
- 9.7.3 the vehicle (including, but not limited to, its tyres) shall be satisfactorily clean;
- 9.7.4 access and exit times that have been specified or agreed with the Hotel shall be strictly adhered to; and
- 9.7.5 any appropriate oil drip trays are used.
- 9.8 The Hotel reserves the right to refuse access by any vehicle for failure to comply with any of the provisions in clause 9.7, any reasonable request of the Hotel or if it considers that access and/or use of the proposed vehicles may cause damage to the Hotel's premises.

10.0 Liability

- 10.1 Subject to clause 10.3 below, the Hotel is not liable to the Client in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise, including but not limited to for any of the following losses or damages, whether direct or indirect, and even if such losses and/or damages were foreseen, foreseeable or known, or the Hotel was advised of the possibility of them in advance:
- 10.1.1 loss of business opportunity;
- 10.1.2 loss of anticipated savings;
- 10.1.3 loss of goodwill; or
- 10.1.4 any indirect, special or consequential loss or damage howsoever caused.
- 10.2 The entire liability of the Hotel under or in connection with the contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited in respect of each event or series of connected events to the Price.

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- 10.3** Nothing in this Contract shall operate to exclude or restrict either party's liability for:
- 10.3.1 death or personal injury resulting from negligence; or
- 10.3.2 fraud or deceit.
- 10.4** The Client shall indemnify and keep indemnified the Hotel from and against all claims, actions, damages, liabilities and costs (including professional fees) arising out of the acts or omissions of the Client or any guest/delegate of or third party employed by the Client, save to the extent that any such claim arises as a result of the negligence of the Hotel, its employees or agents.
- 11.0 Force majeure**
- 11.1** In this clause 11, "Force Majeure Event" means any circumstance beyond the control of the Hotel including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power and delays by suppliers or materials shortages but, for the avoidance of doubt, nothing shall excuse the Client from any payment obligations under the Contract.
- 11.2** If the Hotel is prevented or hindered from hosting the Event by a Force Majeure Event, the Hotel may, at its sole option, and without being liable for any loss or damage suffered by the Client or guests/delegates of or any third party employed by the Client re-locate the Event to another hotel in the same locality, or terminate the Contract forthwith by giving notice to that effect to the Client.
- 12.0 General**
- 12.1** Should any delegates/guests of or third parties employed by the Client behave in a manner that is considered unacceptable to the Hotel, the Hotel reserves the right to remove such party persons from the premises and/or terminate the Contract. In this event, no monies will be refunded to the Client.
- 12.2** The Client shall pay for the cost of repairing any damage caused to the property, contents or grounds of the Hotel by the Client or its guests.
- 12.3** The Client shall not (and shall ensure that all guests/delegates and third parties employed do not) use the name, logo or any details of the Hotel for any matter, or permit external food or beverage to be brought into the Hotel without the prior written approval of the Hotel.
- 12.4** The Client shall not (and shall ensure that all guests/delegates and third parties do not) permit any goods, services or any other matter capable of being sold (including, but not limited to, tickets) to be sold within the Hotel's premises without the prior written approval of the Hotel and any public authority (where necessary).
- 12.5** If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract, which shall remain in full force and effect.
- 12.6** If any provision of this Contract is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.
- 12.7** A person who is not party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
The clause does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act.
- 12.8** This Contract constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 12.9** No variation or alteration of any of the Contract shall be effective unless it is in writing and signed by or on behalf of each party.
- 12.10** This Contract shall be governed by English Law and the parties to this Contract submit to the jurisdiction of the English courts.

DATED: 27.08.2019---

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