



Terms and Conditions – Weddings & Private Functions

Definitions

1. All bookings made by customers in respect of rooms and/or services at the Hall Garth Hotel ('the Hired Premises') are accepted by North of England Estates Ltd ('The Company') upon the following terms and conditions.
2. Any person named in a booking confirmed by The Hired Premises shall be considered 'The Hirer'. Where two or more persons are so named they shall each be considered 'The Hirer' and shall be jointly and severally liable under these Terms and Conditions.
3. Anticipated charges are all charges in relation to the booking, including VAT.

To Secure the Booking

4. A provisional booking for a function is held for a maximum of fourteen days. On verbal confirmation during this time another fourteen days is allowed for the Hired Premises to receive written confirmation and a deposit. The nature of the function must be disclosed, as shall any future changes to this nature, the Hired Premises reserves the right to refuse to let the Hired Premises to the Hirer at this time.

Deposit

5. A non-refundable, non transferable deposit is required to secure the booking.

Payment

6. 50% of the balance must be received 26 weeks prior to arrival. Anticipated charges are all pre-booked charges in relation to the booking, including VAT. The Hired Premises reserves the right to require a valid credit card to guarantee any extras that might occur. Your signature and acceptance on these terms and conditions constitutes acceptance and this card may be charged all outstanding amounts on departure if not otherwise settled.
7. Full pre-payment of all anticipated charges must be received 8 weeks prior to arrival. Anticipated charges are all pre-booked charges in relation to the booking, including VAT. The Hired Premises reserves the right to require a valid credit card to guarantee any extras that might occur. Your signature and acceptance on these terms and conditions constitutes acceptance and this card may be charged all outstanding amounts on departure if not otherwise settled.

Minimum Numbers

8. Minimum numbers will be as agreed at the time of booking.

Final Confirmation of Guests

9. Final details & numbers are required 8 weeks prior the wedding date and should not be less than the minimum number agreed at the time of booking if no penalty is to be incurred. Any special dietary requirements and/or requests for special arrangements shall be notified in writing at least 7 days prior to arrival.

Cancellations or Amendments

10. All cancellations and amendments must be confirmed in writing and become effective on the date received by the Hired Premises.
11. In the unfortunate event that you cancel your reservation, cancellation fees will be charged in accordance with the schedule below. We will endeavour to re-sell the cancelled space and, if successful, any payments received for such space will be taken into account when calculating the cancellation fee.

Cancellation Fee

- a. From confirmation until 181 days prior to arrival - loss of deposit or 25% of anticipated charges unless resold, whichever is greater
- b. Between 180 and 120 days - 50% of anticipated charges unless resold
- c. Between 120 and 60 days - 75% of anticipated charges unless resold
- d. Under or equal to 60 days prior to arrival - 100% of anticipated charges unless resold
- e. In the event you amend your numbers or activities from confirmation until the date of arrival, cancellation fees will be charged according to the above schedule, on a pro-rata basis of the cancelled facilities. The Hired Premises reserves the right to move the function to a more appropriate room in this event.
- f. In all cases, should a cancellation or amendment result in any charges being required to be paid by the Hired Premises to a third party, this charge shall be passed on in full to the Hirer.
- g. The Hired Premises reserves the right to cancel any booking forthwith and without any liability on its part in the event of any damage or destruction of the Hired Premises by fire or other cause, any shortages of labour or food supplies, strikes, lock-outs or industrial action, or any other cause beyond the control of the Hired Premises which shall prevent it from performing its obligations in connection with the booking.

Health & Safety

12. The Hirer is responsible for ensuring all external contractors e.g. disco/bands are fully insured and can provide upon request proof of this and of all health & safety documentation required by the Hired Premises. Any equipment brought into the Hired Premises for use must be P.A.T (portable appliance testing) tested.

Company Reg No: 08556996 Registered in England

Registered Address: 1-3 Lansdowne Terrace, Gosforth, Newcastle upon Tyne NE3 1HN



Food, Beverage and Bar Services

13. The Hired Premises does not permit food or beverage refreshments of any nature to be provided by any other party than the Hired Premises.

14. Any buffet food will be removed after 1.5 hours unless a waiver has been signed stating any difference. The management reserves the right to withdraw any item from the menu or wine list and to make appropriate alternative substitutes, or to withdraw bar service at their discretion. All bar accounts should be settled before, on the evening of the event or on departure.

15. For non-residential events the bar will close at 12 midnight unless a bar extension has been requested and agreed. Only residents of the Hired Premises can continue to purchase from the main Hired Premises bar after the end of the event.

Storage of Items

16. The Hired Premises will endeavour to assist in storage of wedding supplies however the Hired Premises accepts no responsibility or liability for theft, loss or damage of any property of the Hirer, his Guests or any other person connected with the Hirer. Any items left or deposited in cloakrooms or elsewhere on the Hired Premises, surrounding property or with employees of the Hired Premises, are done so at the owners risk. Specifically please note this also applies to items such as cake and presents. We request that any items left over from the function are cleared from the Hired Premises by 17:00PM the following day. The Hired Premises is unable to provide storage of any items after this time unless agreed in writing prior to arrival.

General

17. The Hirer shall be responsible for the orderly and safe conduct of the function and shall have regard to any regulations imposed by any competent authority and shall ensure that nothing shall be done which will constitute a breach of the law or in any way cause a nuisance or be an infringement of, or occasion or render possible the forfeiture of the Licenses for the sale of wine, beer, spirits or for music and dancing or other permissions attaching to the Hired Premises. In particular The Hirer shall ensure that there is no consumption of alcohol by minors, illegal betting, gaming or smoking. The Hirer shall fully indemnify the Hired Premises against any claims, loss or damage arising as a result of a breach of this clause.

18. The Hirer is responsible for the rooms, furnishings and equipment of the Hired Premises and any damage caused, whether by neglect or default, by the Hirer, his Guests or any other connected party, may result in a charge to remedy this damage. In particular the Hirer should note that nothing shall be affixed to the Hired Premises by any means whatsoever without the prior consent of the Hired Premises.

19. The Hired Premises accepts no responsibility or liability (other than for personal injury or death resulting from The Hired Premises negligence) for any loss or damage of any nature, arising from any breach of contract, any negligence or breach of any duty arising out of the performance, purported performance or failure to perform the contract.

20. The Hirer shall be liable for and shall indemnify The Hired Premises in respect of any loss, damage or injury which may be incurred or happen to The Hirer or any other person or The Hired Premises property by reason of The Hirer's use of the Hired Premises.

21. North of England Estates Ltd Limited periodically undertakes improvements and modifications to the Hired Premises. Should these, in the sole opinion of the Hired Premises, materially affect the booked facilities, the Hired Premises will endeavour to advise the Hirer, but in no instance will the Hired Premises incur any liability on its part.

22. This agreement is subject to the English Law.

Print name of Hirer 1 (if applicable).....

Print name of Hirer 2 (if applicable).....

Date of Function.....

I hereby agree to the Terms and Conditions above

Signature.....Print Name.....date.....
(On behalf of the Hirer)

Signature.....Print Name.....date.....
(On behalf of the Hired Premises)