



Bowood Hotel Terms & Conditions

These Terms & Conditions are applicable to all contracts made by Bowood and its clients and apply to all reservations, bookings and agreements for group accommodation, dining, functions, room hire, golf days, meetings, conferences, weddings and use of all facilities at Bowood. These Terms & Conditions should be read in conjunction with the Event Contract.

Clients should read these Terms & Conditions and note all their responsibilities, payment requirements, cancellation policies and liability limitations of Bowood. The Event Contract is conditional on receipt of the deposit payment & acceptance of these Terms and Conditions.

1. Interpretation

1.1 The headings in these Terms & Conditions are for clarity only and shall not affect their interpretation.

2. Confirmation of Reservations & Provisional Bookings

2.1 This contract is conditional on the Client providing payment authorisation/deposit and authority for charges to be collected as per the payment terms outlined in the Event Contract. If the Client does not comply with this requirement the provisional reservation may be released and resold.

3. Supply of Services and Service Requirements

3.1 The Client shall provide Bowood with all necessary details relating to the services within sufficient time to enable Bowood to provide the agreed services in accordance with the contract. Specific information requirements are detailed in the event contract. Bowood may make changes to the services which are necessary to comply with health & safety or other statutory requirements, or which do not materially affect the nature or quality of the services.

4. Deposit Payments

4.1 Deposits are non-refundable nor transferrable, except if Bowood cancels due to unforeseen circumstances in which case deposits will be re-paid in full.

4.2 The specific requirements for deposits are set out in the Event Contract.

5. Force Majeure

The Hotel, Spa, Restaurant, Resort and Golf Course may be forced to close due to circumstances outside our control (Force Majeure), in particular by law or government measures. Such events may include, but not be limited to, industrial action, acts of God, pandemics, diseases, terrorism, civil commotion, or prolonged failure of electricity, other vital utility or due to bad weather. Bowood will apply all best efforts in good faith to minimise disruption to our clients, so far as is reasonably practical, but cannot be held responsible or liable for such closures. We reserve the right to re-charge any additional costs for rebooked or rearranged services arising due to a significant or seasonal date change.





6. Payment

6.1 The payments to Bowood are to be made by the Client (including deposits) on the date(s) and in the amounts to be calculated as specified in the Event Contract.

6.2 Any additional charges due to Bowood from the Client for the services shall be paid by the Client on presentation of an invoice.

6.3 Credit Facilities - Companies can apply for credit using the attached credit application form, restrictions apply.

7. Group Room & 24-Hour Delegate Amendments

7.1 For reservations of less than 20 rooms no reduction in numbers is permitted once the contract has been signed. For reservations of 20+ rooms, a 5% reduction is accepted without charge up to 2 months prior to the reservation date.

8. Event & Group Room Cancellations

8.1.1 In the unfortunate circumstance that a Client has to cancel or postpone a signed contracted booking, the following cancellation charges will be made:

<u>Period of Notice</u>	<u>Charge</u>
12 months or longer	10% of rates quoted
Between 6 & 12 months	25% of rates quoted
Between 4 & 6 months	50% of rates quoted
Between 2 & 4 months	75% of rates quoted
Up to 2 months	100% of rates quoted

8.1.2 The cancellation charges as stated above does not include the deposit figure.

8.1.3 Any delegates/guests who do not arrive, or who depart early will be charged at 100% of the rates quoted.

8.1.4 Bowood reserves the right to cancel the booking forthwith without any responsibility on its part in the event of:

8.1.5 Any occurrence beyond the reasonable control of Bowood which shall prevent it from performing obligations in connection with the booking.

ii) If the booking might in the opinion of Bowood, prejudice the reputation of Bowood.

iii) If Bowood becomes aware of any alteration in the Clients financial situation.

9. Variation in Services

9.1 Any variation of numbers, accommodation and food and beverage requirements specified for the services or other changes or additions must be agreed by the Client and Bowood in writing.





9.2 The Hotel reserves the right to increase its prices to take account of any increases in inflation, VAT, labour, wages, materials, suppliers' costs, investment or other costs incurred by the Hotel. Any increases after the date of the booking will be notified to the Client in writing and will be payable by the Client in substitution for the amounts originally notified by the Hotel and the Client agrees that this will constitute a variation of the terms of the Contract accordingly

10. Liability of Bowood

10.1 When Bowood supplies the services which include any services supplied by a third party, Bowood does not give any warranty, guarantee, or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the services to Bowood.

10.2 Bowood shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

10.3 Bowood does not accept responsibility for the Clients failure to complete golf rounds/competition due to inclement weather conditions.

10.4 Except in respect of death or personal injury caused by Bowood's negligence, or as expressly provided in these Terms, Bowood shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of Bowood, its sergeants or agents or otherwise) which arise out of or in connection with the provision of the services (including any delay in providing or failure to provide the services) or their use by the Client, and the entire liability of Bowood under on in connection with the Contract shall not exceed the amount of Bowood's charges for the provision of the Services, except as expressly provided in these Terms.

11. Termination

11.1 Bowood may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Client if the Client commits any breach of these Terms, or if the Client goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors, or has a receiver or administrator appointed.

12. Client Responsibilities

12.1 Dress Code: Hotel Guests - smart casual wear. Golf Guests - smart golf wear, shorts must be tailored, no hats to be worn in the clubhouse. The Client must ensure that any guests of the Client are aware of this requirement.





12.2 Arrival and departure times for accommodation at Bowood are 3pm and 11am respectively. The access and vacate times for all other services will be as specified in the Event Contract and must be strictly adhered to by the Client on all occasions.

12.3 The Client is responsible for the behaviour of his, her or its guests at Bowood and in particular for the orderly conduct of guests attending any function or staying at Bowood or otherwise making use of the services. The Client must ensure that no noise or nuisance is caused either for Bowood or its other guests or Clients. The Client must comply with any reasonable request of Bowood and with any policies of Bowood as may apply to the services from time to time.

12.4 The Client is not permitted to bring their own food and beverage onto the premises.

13. WI-FI DISCLAIMER

13.1 You acknowledge that your use of the Service is at your own risk. The Service is provided on an "as-available" basis, and to the fullest extent permitted by law, we hereby exclude all and any warranties or conditions of any kind, whether express or implied, in respect of the Service and any content or data obtained or downloaded from it. Without prejudice to the foregoing generality:

13.1.2 We do not warrant that the Service will be uninterrupted, timely, secure, or error-free at all times or will meet your requirements; and

13.1.3 We are not responsible for the security, integrity, accuracy, or completeness of any information that you transmit or receive while using the Service.

13.1.4 The disclaimer under this paragraph 4 is without prejudice to your statutory and other rights as a consumer.

General Terms for External Contractors and Indemnity

14. General Terms for External Contractors and Indemnity

14.1 Bowood must be notified by the Client of any External Contractor the Client proposes to use and must obtain the permission of Bowood to use the External Contractor at Bowood. Bowood reserves the right to refuse access to any External Contractor.

14.2 The Client must on request supply to Bowood copies of public liability insurance policies with a minimum limit of liability of £2 million per claim or such other insurance as may be required from Bowood and the receipts for the last premium due for all External Contractors to cover as a minimum any damage or injury to Bowood or any of its property, staff, any plant and equipment of Bowood, any guest of the Client or Bowood or of any Client resulting from any activity of the External Contractor or arising out of the External Contractor being on the premises of Bowood or in respect of any equipment brought onto Bowood premises by the External Contractor.

14.3 Any electrical, audio visual equipment the Client wishes to use that is not the property of Bowood can only be brought into Bowood and used with Bowood's written permission. All such equipment must comply with the I.E.E regulations and safety standards. Bowood may at its discretion arrange for its





own contractors to inspect any such equipment. The cost of such inspection shall be borne by the Client. The Client will comply with any requirement or direction imposed by Bowood following such inspection.

14.4 The Client will comply with the policies of Bowood in connection with the construction of any stand, exhibition stand, scaffolding, the use of any plant and equipment that it wishes to bring into Bowood and as may generally apply from time to time.

14.5 The Client will indemnify Bowood in connection with any loss or damage caused to Bowood, its staff, contractors, Clients and guests or to any property of Bowood or any such persons arising out of the engagement of any External Contractors or if the Client itself brings onto the premises any equipment, plant or machinery in respect of any loss, damage, costs including legal costs that Bowood shall incur.

15. CCTV

15.1 In public areas of Bowood and some staff areas CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of Bowood and security for all its clients and staff.

16. General

16.1 The Event Contract and these Terms & Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

16.2 No failure or delay by either party in exercising any of its rights under the Event Contract & Terms & Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Events Contract &/or Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.3 English law shall apply to the Event Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

16.4 It is recommended that you take out event insurance. Please contact your preferred broker.

16.5 Neither party to this agreement shall be liable for failing to perform or delay of performance, if delay is caused by circumstances or events outside their reasonable control (see section 5, Force Majeure).

16.6 The client may not assign this contract to a third party without prior authority in writing from Bowood.

