

**Bartle Hall Country Hotel Terms of Business**

Based on our experience we would wish to ensure guests of your function are aware that it is prohibited for anyone to supply their own alcohol when attending an event at Bartle Hall, only alcohol purchased from the premises can be consumed on the premises.

Should a visitor or guest be observed transporting alcohol onto the property from outside for their own consumption or consumption of others then a person nominated by the event organiser will be notified and a caution issued. Should the attendees continue to supply their own alcohol after the caution has been issued then the organiser's who have a contract with the hotel will be accountable and a corkage fee of £1,000 will be payable..

Regards  
Bartle Hall

Names of Organiser .....

Event date.....

Signed.....

Date Signed.....

# Bartle Hall Country Hotel Terms of Business

These terms and conditions (our Terms) apply to your agreement with Bartle Hall Country Hotel (a trading name of Promenade Hotel (St. Annes) Limited), a company incorporated and registered in England and Wales with company number 01159761 whose registered office is at Richard House, 9 Winkley Square, Preston, Lancashire, PR1 3HP) (the Hotel "us" or "we") for your wedding. They apply to all the goods or services we provide to you in connection with your wedding.

If you wish to contact us please do so by telephoning us on 01772 690506 or emailing us at [weddings@bartlehall.co.uk](mailto:weddings@bartlehall.co.uk).

If we need to contact you about your wedding, we will do so by using the contact details you provide us with and set out in the Programme Sheet.

Please read these Terms carefully before you confirm your booking as they contain important information about our obligations to you and how you, or we, may end or cancel the Agreement and what happens if we (or you) do so along with information about our liability. We will provide the Services in accordance with this Agreement.

## 1. Interpretation

### 1.1 In these Terms:

<b>Agreement</b>	means the agreement for us to host your wedding, which is set out in the Programme Sheet and these Terms.
<b>Cancellation Charges</b>	means the charges set out at clause 12 for which you are responsible if you cancel the Agreement.
<b>Deposit</b>	means £1,500 for exclusive use of the Hotel and £750 for either the Coaching Barn or the Country House.
<b>External Supplier</b>	means any supplier you make arrangements with directly to provide goods or services to you with respect to your wedding who will have access to the Hotel or whose equipment shall be used in the Hotel including, without limitation, musicians, performance artists, florists and photographers.
<b>Information</b>	means any information we reasonably request so that we can provide the Services to you.
<b>Programme Sheet</b>	means the document we provide to you with your quote setting out all the details of your wedding, to which we may agree amendments between us from time to time in accordance with these Terms.
<b>Services</b>	means the provision of goods and services with respect to your wedding, including (without limitation) accommodation, function room hire, food, beverages and other any goods or services set out in the Programme Sheet or agreed in writing between us and you.
<b>Standard Charges</b>	means the charges shown in our wedding brochure or website of the Hotel or other published literature relating to the Services in force from time to time.

The headings in these Terms are for convenience only and shall not affect their interpretation.

When we use the words "writing" or "written" in these terms, this includes emails.

## 2. PROVISIONAL BOOKING AND CONFIRMATION OF RESERVATION

2.1 We have the discretion to accept bookings and reservations. To confirm your booking you must pay the Deposit and return a signed copy of the Agreement. Until we receive these and accept your booking in writing your booking remains provisional only. We will hold provisional bookings for 14 days after which we may release the date and take another booking in its place.

2.2 Our acceptance of your booking will take place when we write to you to accept it, at which point a contract will come into existence between you and us.

## 3. EXCLUSIVE AND NON-EXCLUSIVE USE

If you book an exclusive wedding with us, this means that you and your guests will have exclusive occupation of the entire Hotel and you must ensure that all 15 of the rooms in the Hotel are booked. If you book your wedding to take place at the Coaching Barn you must ensure 8 rooms are booked, and, if you book your wedding to take place at the Country House, you must ensure that 7 rooms are booked. If you elect to have your wedding in either the Coaching Barn or the Country House, you and your guests will not have exclusive use of the Hotel. If the required number of rooms has not been paid for when you check out will charge the standard seasonal single occupancy room rate to your account upon check out, less the cost of breakfast. Accommodation costs for these rooms are in addition to the cost of your wedding, save that in all cases the honeymoon suite is included.

## 4. THICKET LODGE

4.1 If you have requested the use of Thicket Lodge on the night before your wedding, your booking of it is secured when we receive a deposit of £175.

4.2 Arrival and departure times for Thicket Lodge are 5pm and 12pm respectively and must be strictly adhered to by the Client on all occasions.

4.3 Outdoor cooking, BBQs, fire pits and bonfires are strictly prohibited. Unfortunately, we are unable to hold firework displays.

## 5. INSURANCE

Once your booking is confirmed we start incurring costs associated with it and for this reason if you cancel (and depending how soon before the planned date of your wedding you cancel) you may be liable for cancellation charges (in accordance with clause 12). For this reason, we strongly recommend that you take out appropriate insurance before confirming your booking. If you proceed without any insurance, we will not be liable for any losses that result and in respect of which insurance cover would otherwise have been available.

## 6. DETAILS MAY VARY/ PROGRAMME SHEET

6.1 You should note that images of the venue, accommodation and menu choices in our wedding brochure and on our website are for illustrative purposes only and details may change. We recognise that weddings are individual affairs and you should satisfy yourself about the suitability of the Hotel and our Services before you confirm your booking. If you have any questions about the detail of any element of your wedding, please contact us on the details set out above.

6.2 You should check the Programme Sheet carefully before you confirm your booking as it contains the individual details of your wedding. Changes made after booking confirmation cannot always be accommodated and may incur more charges in accordance with our Standard Charges.

## 7. YOUR RIGHT TO MAKE CHANGES

If you wish to make a change to the details on the Programme Sheet, or if certain details have been left blank to be confirm, please contact us with the appropriate information promptly. We will let you know if the change is possible and, if it, we will let you know about any changes to the Charges and ask you to confirm whether you wish to go ahead with the change. If we receive your confirmation we will send you an updated Programme Sheet reflecting the change.

## 8. OUR RIGHT TO MAKE CHANGES

8.1 We may at any time without notifying you make any changes to the Services:

- i) which are necessary to comply with any applicable safety or other statutory requirements; or
- ii) to implement minor changes and improvements to the Services, where doing so will not materially affect the quality of the Services to your detriment or the charges for the Services.

8.2 In such circumstances we shall make reasonable endeavours to communicate any such changes to you promptly.

**9. PROVISION OF INFORMATION**

9.1 You shall supply us with the Information promptly and in any event within sufficient time to enable us to provide the Services to you in accordance with the Agreement and to give you the wedding you want. You agree to ensure the accuracy of the Information. We will contact you to ask for the Information. If you do not give us the Information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information it may impact our ability to give you the wedding you want and we may make additional charges to you of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for any impact on our ability to deliver the Services in accordance with this Agreement if this is caused by you not giving us the Information we need within a reasonable time of us asking for it.

**10. THE CHARGES**

10.1 The charges for the Services (which includes VAT) will be the charges set out in the Programme Sheet or as we agree in accordance with clause 7. We take all reasonable care to ensure that charges are correct. However, where we have quoted prices that are for third party suppliers these can change slightly in the time between your booking being confirmed and the wedding. If this happens, we will tell you promptly. Where charges are not set out in the Programme Sheet our Standard Charges will apply.

**11. PAYMENT**

11.1 You must pay us the amounts specified in the Programme Sheet or as we otherwise agree with you as follows:

Amount	Date of Payment
Deposit	To secure booking.
50% of charges	At least 8 months prior to your wedding day.
Balance for wedding/ use of Thicket Lodge.	At least 2 weeks prior to your wedding day.

11.2 You shall pay any additional charges due to us as may be agreed between us and you within 7 calendar days of receiving an invoice.

11.3 All payments should be made in accordance with the details set out in the Programme Sheet.

11.4 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of National Westminster Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11.5 If we do not receive payment on the due date, we will write to you and remind you. If after another 14 calendar days we still have not received payment, we may treat the Agreement as cancelled by you and the cancellation charges set out in clause 12 shall apply.

11.6 If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date

**12. CANCELLATION**

12.1 We realise that circumstances may arise which mean you have to cancel your booking. You can cancel a provisional booking at any time without cost to you. You may cancel your confirmed booking at any time prior to the date of your wedding upon payment of a cancellation fee as set out below. If you wish to cancel your booking, you must write to us and tell us and the notice of cancellation will only take effect when we receive it. Where you choose to cancel your confirmed booking, we incur costs which increase the closer to the wedding date that cancellation is made by you and are less likely to be able to fill the date with another booking. Therefore, you agree to pay the applicable cancellation fee shown below:-

Time before wedding date that the cancellation notice is received by the Hotel	Cancellation Fee
More than 6 months	Deposit amount
More than 4 months but less than 6 months	[20]% of wedding cost less Deposit + Deposit amount
More than 2 months but less than 4 months	[40]% of wedding cost less Deposit + Deposit amount
2 months or less	[80]% of wedding cost less Deposit + Deposit

12.2 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us. No refunds will be given for any guests who do not occupy the accommodation or for any unused Services.

12.3 If we have to cancel your booking, we will tell you as soon as possible and we will try to reach agreement with you on a different date for your wedding. If we cannot agree a date then we will refund any monies paid to us any deductions it is fair to make. This sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of any cancellation by us.

**13. USING EXTERNAL SUPPLIERS AND OWN EQUIPMENT**

13.1 We understand that you may wish to use External Suppliers to provide some elements of your wedding at the Hotel. If you choose to do this, you must notify us that this is the case and provide the details of any External Supplier you propose to use. You must obtain our prior written permission for External Suppliers and we reserve the right to refuse access to any External Supplier. For this reason, you should obtain our permission before confirming your booking with them.

13.2 Any electrical, equipment you wish to use that is not the property of the Hotel can only be used at the Hotel with our prior written permission. All such equipment (whether it belongs to an External Supplier or not) must comply with all relevant regulations and safety standards. The Hotel may at its discretion arrange for its own contractors to inspect any of their equipment at your cost. You will comply, or procure the External Supplier's compliance with, any requirement or direction imposed by us following such inspection.

13.3 You must supply to us, on request, any documentation in connection with any External Supplier that we may reasonably request including, without limitation, copies of public liability insurance policies of the External Supplier.

13.4 You agree to comply with any of our requests in connection with the construction of any displays, signage, exhibition stands and equipment that you wish to bring into the Hotel.

#### **14. HOTEL LIABILITY**

- 14.1 If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2 Nothing in the Agreement excludes our liability where it would be unlawful to do so including: liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the Services, which includes the right for any goods we provide to be of satisfactory quality, as described and that they match information we provide to you, are fit for any particular purpose made known to us and that our services are provided with reasonable skill and care.
- 14.3 Subject to clause 14.2:  
i) we shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any instructions given by you supply which are incomplete, incorrect, inaccurate or illegible, or arising from your late arrival or non-arrival, or any other fault of yours; and  
ii) We will not be responsible for your or your guest's property, including without limitation, gifts and decorations, whilst on our premises, where you have failed to follow precautions to protect them that we have advised you of, unless we or our employees caused such damage ourselves.
- 14.4 We may charge you for the cost of rectifying damage to the Hotel or our property, caused by your deliberate, negligent or reckless act of those of your guests. Should this damage come to light after you have departed, you agree that we may make a charge to the your credit/debit card, or send an invoice for the amount to you. We will, however, make every effort to rectify any damage internally prior to contracting specialists to make any repairs, and therefore will make every effort to keep any costs that the you may incur under this clause to a minimum.
- 14.5 The Hotel may charge you the cost of replacing any items that are removed from the premises by you without our consent. The charge will be the full replacement amount of the missing item, including any carriage charges. Should the fact that the item is missing come to light after you have departed, we may make a charge to your credit/debit card, or send an invoice to you for the amount.

#### **15. EVENTS OUTSIDE OUR CONTROL**

- 15.1 If our ability to provide minor aspects of the Services is prevented by an event outside our control then we will contact you as soon as possible to let you know and we will take reasonable steps to minimize the effect of such event and put alternative arrangements in place. Provided we do this will not be liable for such non-performance caused by the event. If our performance is prevented in full, then we will use reasonable endeavours to try to agree an alternative date with you, but if we cannot agree an alternative date with you then we will refund to you all monies paid.

#### **16. CLIENT RESPONSIBILITIES**

- 16.1 Arrival and departure times for accommodation at the Hotel are 2:00 p.m. and 11 a.m. respectively save that we can, if you request us to do so, make two rooms available prior to your wedding for the bride and room to get ready in, from 12 noon and from 12.30. The access and vacate times for all other Services will be as specified in the Programme Sheet and must be strictly adhered to by you.
- 16.2 You agree to make reasonable efforts to ensure the appropriate and orderly behaviour of your guests at the Hotel.
- 16.3 You must comply with our reasonable requests and with any of our policies that may apply to the Services from time to time.

#### **17. VARIATION OF AGREEMENT**

- 17.1 Save as set expressly set out in the Agreement any changes to the Agreement must be agreed by the you and us in writing.

#### **18. GENERAL**

- 18.1 The Agreement constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties.
- 18.2 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.3 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 18.4 Waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 18.5 If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not satisfied with the outcome you can still bring legal proceedings.
- 18.6 These Terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.
- 18.7 This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

We agree to be bound by the terms and conditions set out above: