

Salomons

Conferences and Events

Terms of Business

1 CONTRACT

An unconditional confirmation in writing is required, be it in the form of an acknowledgement to our letter or, where applicable, signing the enclosed function sheet. This is regarded as acceptance of our Terms of Business which apply from the date of this correspondence, to the exclusion of any others.

2 PAYMENT

Payment shall be by cash, cheque, bankers draft or such credit cards as are recognised by Salomons Centre Ltd (hereafter called Salomons)

a) Deposits

Salomons reserves the right to require payment in whole or in part in advance prior to the holding of a function or conference, the amount of which will be determined by Salomons. Should the customer fail to pay such deposit within seven days of being requested to do so. Salomons will treat the booking as having been cancelled by the customer. Please note deposits are not refundable in the event of a cancellation.

b) Weddings and Functions

An invoice for payment of the final deposit based on the estimated number of guests attending the event will be issued four weeks before the event. Payment should be received at Salomons within fourteen days. The amount of the deposit required will be advised approximately three months prior to the event. Following the event a final invoice will be raised subject to Salomons settlement terms. If the total deposit paid is more than the final invoice Salomons will refund the difference after the event.

3 PRICES/INVOICING

All prices are quoted inclusive of VAT at Standard Rate or exempt from VAT where applicable.

a) Invoices

Invoices will be submitted on completion of the event or in accordance with specific billing arrangements agreed between Salomons and the customer. Payment is due thirty days from the date of the invoice.

b) Outstanding Invoices

Salomons reserves the right to charge interest on overdue accounts at 2% above National Westminster Bank's Base Rate and to take legal action where necessary to recover the debt.

4 LICENSING AND STATUTORY REGULATIONS

Salomons and functions and conferences within it are subject to Statutory Regulations including those relating to Health and Safety, fire precautions and entertainment and liquor licensing. All regulations must be strictly observed and copies are available from the Banqueting office. The provisions of the Licensing Acts must also be observed. Salomons will on request apply for appropriate licences but cannot guarantee that these will be granted as required.

5 CLOAKS AND PERSONAL PROPERTY

Salomons does not accept responsibility for the property of customers or guests. Cloakrooms are provided for the convenience of customers and guests, but any items deposited in the cloakrooms are deposited at the owner's risk and without any obligation on the part of Salomons. Insurers can be recommended by Salomons to cover any function.

6 EQUIPMENT AND STORAGE

Salomons will assist customers where reasonably possible with the storage of equipment etc. Salomons does not accept any liability for loss or damage to any item of equipment, stock or the like. Insurers can be recommended by Salomons to cover any function.

7 DISCOTHEQUE MUSIC

The policy of Salomons is that clients requiring discotheque music should use Salomons nominated discotheque which will be engaged by Salomons and the cost recharged to the customer.

8 FINISHING TIMES

Functions and conferences are required to finish at the time agreed when the booking is made and in the event of the function continuing after the specified time Salomons reserves the right to make such additional charge as they in their absolute discretion shall consider appropriate in the circumstances to cover extra expenses incurred and cover usual hire charges. Extensions to this time are in any event subject to the licensing regulations referred to in Clause 4.

9 CONFIRMATION OF FINAL CHARGEABLE NUMBERS

The estimated number of guests attending shall be notified at the time of booking. The customer shall notify Salomons not less than seven days prior to the function or conference, the anticipated numbers of expected guests. This figure will be the minimum number chargeable to the function or conference account. The amount payable by the customer shall be calculated on this anticipated number or the number actually attending, whichever is the greater.

Salomons shall use reasonable endeavours to provide for any increase in numbers but cannot be held responsible for any failure whatsoever to provide for such increased numbers beyond the capacity of the space originally booked. Capacity is controlled by fire and other regulations as well as physical capability.

The size of the function or conference space allotted is based on the estimated number of attendees, and in the case of more than a 10% reduction on the estimated number of attendees at the time of notifying the anticipated number of expected guests, Salomons reserves the right to change the allocated function room or levy an additional charge on the agreed price per attendee for the shortfall in numbers.

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10 CANCELLATION

a) Deposits

Deposits made to Salomons are to be set against monies due or to become due from a customer in respect of accommodation or functions booked. Deposits are not returnable by Salomons under any circumstances in the event of cancellation by the customer,

b) Weddings

An enquiry date for a wedding reception and/or ceremony will be held as provisional for a maximum of two weeks within which time a deposit equal to the venue hire will be required to be paid to confirm the reservation. If the customer cancels a wedding reception and/or ceremony, the following charges may be imposed at Salomons discretion,

- i) For cancellations between thirty six and twenty four weeks prior to the date the charge will be 50% of the estimated total account for the event less VAT.
- ii) For cancellations between twenty four and four weeks prior to the date the charge will be 75% of the estimated total account for the event less VAT.
- iii) For cancellations less than four weeks prior to the date the charge will be 100% of the estimated total account for the event less VAT.

c) Conferences and Functions

If the customer cancels a conference or function, the following charges may be imposed at Salomons discretion.

- iv) For cancellations between twelve and four weeks prior to the start date the charge will be 50% of the estimated total account for the event less VAT.
- v) For cancellations between four & one week prior to the start date the charge will be 75% of the estimated total account for the event less VAT.
- vi) For cancellations less than one week prior to the start date, or failing to attend, the charge will be 100% of the estimated total account for the event less VAT.

Salomons will endeavour to re-let the allocated conference or function space and a reduction of the cancellation charge may be made, at Salomons discretion, if Salomons is successful in re-letting part or all of the allocated space.

11 NON-ARRIVAL CHARGES

Bedrooms reserved in conjunction with a conference or function and subsequently cancelled or not taken up will be subject to the cancellation policy set out in paragraph 10.

12 The customer will be liable for any expenditure incurred wholly or solely on behalf of the customer in connection with the booking arrangements.

13 ALCOHOL POLICY

No Beers, Wines or Spirits may be brought into Salomons by customers or guests for consumption on the premises.

14 DAMAGE

The customer shall be responsible for any damage caused to the allocated rooms or the furnishings, utensils and equipment therein by any act, default or neglect of the customer, subcontractor or guests of the customer and shall pay to Salomons on demand the amount required to make good or remedy any such damage.

15 ADDITIONAL CHARGES

The customer shall pay Salomons any charges incurred by the customer or their guests for any food and beverage or other services supplied by Salomons extra to this Agreement unless Salomons has been instructed by the customer in writing prior to the function to obtain payment for such charges direct from the person incurring such charges.

16 ADVERTISING

A booking for any part of Salomons accommodation or grounds does not confer on a customer or his or her agent any right to use Salomons name or Salomons for advertising purposes.

Any customer or his or her agent must obtain consent from Salomons before posting advertisements, direct mailing, or seeking media advertising or editorial coverage in the press, on radio or television or of any kind. Salomons reserves the right to vet, amend or refuse the use of any poster, media statement or advertisement that refers to Salomons, its premises, grounds, trading activities or any activity or event on Salomons' premises.

17 LIMITATION OF LIABILITY

- 17.1 Salomons will not be liable whether to the Customer, the Customer's employees, agents, representatives, guests or subcontractors or any third party for any loss of profit or of contracts or for any other consequential or economic loss howsoever caused.
 - 17.2 Salomons shall not be liable for any loss, damage or expense howsoever arising from any delay or failure of performance arising from circumstances beyond its reasonable control including but not limited to earthquake, flood, storm, Act of God or of public enemies, national emergency, invasion, insurrection, riots, industrial disputes, boycott, interruption of services rendered by any public utility or interference from any Government agency or official.
 - 17.3 All exclusions or limitations of liability are separate and severable.
 - 17.4 The above limitations will not apply insofar as any liability may not be excluded under the Unfair Contract Terms Act 1977.
 - 17.5 The Customer will fully indemnify Salomons, its employees, agents, representatives and subcontractors against all claims howsoever by third parties (including the Customer's employees, agents, representatives, guests or subcontractors) or by any such employee, agent, representative, guest or subcontractor in relation to the services provided (save to the extent of Salomons liabilities set out in this clause). For the avoidance of doubt this indemnity extends to all contractual and tortious claims in any part of the world and includes claims in respect of property damage and personal injury or death arising from negligence.
- 18 This Agreement does not affect any rights which Salomons or others may have under the Hotel Proprietors Act 1956 where the Act applies.
- 19 These Terms of Business are subject to revision at the discretion of the Management.

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Registered in England, Company No 3143393
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