

FUNCTIONS AT OLD ROSE & CROWN HOTEL

TERMS & CONDITIONS

These terms and conditions ("Terms") aim to protect all parties through a better understanding of contractual and legal obligations of both the client and venue when confirming a booking.

These Terms are applicable to all Contracts made by A & J Hotels Limited (a company registered in England & Wales under registration number 04419965) trading as "Old Rose & Crown hotel" ("the Hotel" or "we") and its clients and apply to all reservations, bookings and agreements for accommodation, dining, function room hire and use of all facilities at the Hotel.

Clients are advised to read these provisions and note their responsibilities, arrangements for payments, cancellation terms and limitations on the liability of the Hotel. The Contract is conditional on the payment of the Deposit.

Definitions

"Client" means the person for whom the Hotel has agreed to provide the Services in accordance with these Terms and "you" and "your" shall be construed accordingly;

"Contract" means the contract for the provision of the Services including these Terms as appropriate;

"External Contractor" means production companies, audio visual companies, television, video or film crews, musicians, bands, live acts and any other performers, toastmasters, florists, photographers and designers and any other person who is contracted by the Client in connection with any of the Services;

"Premises" means the venue known as "Old Rose & Crown hotel" situate at Rose Hill, Lickey, Birmingham B45 8RT (the Premises are occupied by the Hotel);

"Services" means the provision of accommodation, function room hire and/or supply of food and beverages and other services by the Hotel for the Client described in writing by the Hotel and on its website or in its brochure.

Bookings/ Reservations

All initial and subsequent telephone reservations must be confirmed in writing by you. The confirmation must include all requirements. All bookings are considered provisional until both the Client and the Hotel sign the Contract. All bookings are subject to the terms and conditions of the Contract. Once the Contract is signed, and minimum numbers agreed, this will then constitute a legally binding contract.

Should deposits or pre-payments be required for an event, this will be specified on the Contract.

A deposit will be taken (as set out in the Contract) as confirmation of your booking prior to or at the time the Contract is made, and shall be refundable, unless (as a consequence of cancellation of the event by the Client) we are unable to re-sell the cancelled facilities in full to another client. If a sale of the cancelled facilities results in a lower profit being made on the alternative booking the Client will be liable for the difference in value and you will therefore only be entitled to receive a partial repayment (if any) of deposit or pre-payment. In all cases, if the Client fails to pay a deposit within 7 days of being requested to do, then the Hotel may treat the booking as cancelled.

The Contract will detail:

- the minimum numbers agreed at the time of booking including the name of the person(s) accepting responsibility for booking and payment;
- the type and number of bedrooms required; the date(s) of stay;
- the minimum number of guests; and
- where appropriate function room requirements, including seating arrangements, audio visual equipment and food and beverage requirements.

Final confirmation of numbers must be given 28 days before the event; if these numbers drop below the minimum numbers originally contracted, these contracted minimum numbers will be charged. At that time, the Client will provide the final details on timings, and, if appropriate, menus and any special instructions as are referred to in the Contract.

Complimentary accommodation for a bride and groom is subject to booking both the wedding breakfast and evening reception.

Any variation in booking, guest numbers and/or arrangements will only be agreed to by the Hotel if confirmed in writing by a director of the Hotel.

At not less than 15 days prior to arrival, the Client will provide the Hotel in writing with a final rooming list and numbers attending.

Bedrooms which have been reserved and not allocated within such timescale will be automatically released 14 days prior to the function date without notification.

Clients will be subject to the cancellation charges if bedrooms reserved by the Client and confirmed are not taken up, cancelled or vacated early.

Payment

Full pre-payment is required for all function bookings.

Final payment in cleared funds is due on or before – 14 days prior to the function date. Note that you should allow time for cheques to clear in order to meet this deadline for payment.

The Client agrees to pay the Hotel charges for any extra goods or services provided on the date of the event at the request of the Client or any person agreed as between the Client and Andrew Hodges, the managing director of the Hotel, and no other person, to have the requisite authority.

Payment is to be made in full (in Sterling) in respect thereof by cash or credit card. Cheques will not be accepted in such circumstances.

The granting of credit is at the sole discretion of Andrew Hodges, the managing director of the Hotel, and no other person.

If credit is allowed, payment must be made within 15 days of the invoice date. A 2.5% per month interest charge will be added to amounts unpaid after this date unless special terms have been agreed with Andrew Hodges, the managing director of the Hotel, and no other person.

If there is any query with the invoice, any undisputed balance must still be paid on time.

The Client shall be responsible for the payment of all the fees and royalties, which may be due in respect of the event to the Performing Rights Society, Phonographic Performances Ltd, the Copyright Licensing Agency Ltd, the Educational Recording Agency Ltd, or any other relevant person, firm or organisation.

All prices are inclusive of VAT at current rate and are subject to the rate in operation at the time of the function.

Cancellation

Upon acceptance and confirmation of your booking by Andrew Hodges, the managing director of the Hotel, and no other person, a legally binding contract exists. If you are forced to cancel your booking for any reason, we reserve the right to make a cancellation charge having regard to the following provisions.

In the event of cancellation by the Client, deposits and pre-payments are refundable unless (as a consequence of cancellation of the event by the Client) we are unable to re-sell the cancelled facilities in full to another client. If a sale of the cancelled facilities results in a lower profit being made on the alternative booking the Client will be liable for the difference in value and you will therefore only be entitled to receive a partial repayment (if any) of deposit or pre-payment.

In the unfortunate circumstances that you have to cancel or postpone your confirmed booking at any time prior to the event, the Hotel will use its reasonable endeavours to re-sell the facilities. Any cancellation, postponement or partial cancellation should be advised to the management of the Hotel (for the attention of Andrew Hodges) in the first instance verbally. You will be advised at that stage of a cancellation reference number. We also request that cancellations are put in writing by the Client.

Definitive cancellation charges due can only be confirmed to you after the intended date of the event, when we shall reduce the deposit or pre-payment amount for your cancelled booking by the profit on any alternative business we have been able to secure on your behalf. If this results in a lower profit being made on the alternative booking the Client will be liable for the difference in value and will receive a partial repayment (if any) of deposit or pre-payment. The Hotel reserves the right to cancel an event under the following circumstances:

- if the booking might, in the opinion of the Hotel acting reasonably, prejudice the reputation of the Hotel;
- if the Client is more than 14 days in arrears with any payment to the Hotel;
- if the Premises or any part of them, are closed due to circumstances beyond the control of the Hotel (including but not limited to the following: there is a failure to supply the Hotel with gas, electricity or water; the Hotel is unable to fulfil the booking and honour its obligation under the Contract as a result of industrial action by one of its suppliers). In this event a refund of any advance deposit will be paid but the Hotel would have no other liability to the Client or any third party whatsoever.

If the Hotel cancels the booking for a reason other than as set out above then it will use its reasonable endeavours to provide alternative facilities to the Client at another hotel, subject to such facilities being available. The Hotel's liability to the Client shall be no greater than the amount paid by the Client to the Hotel in respect of the booking.

The Client is advised to take out an appropriate policy of insurance in respect of matters which may arise beyond their control and other liabilities.

General Regulations - Important: please read carefully

Other than for death or personal injury caused by the negligence of the Hotel, its managers or staff, the Hotel, its manager and staff will not be liable for any loss, damage or expense to any person or thing however, caused.

The Client will indemnify the Hotel from and against any liability for loss of or damage to property or death or illness of or injury to persons and against all and any claims, costs, demands, proceedings and damages resulting as a result of the booked party, group or function unless the Hotel is liable hereunder.

The Client is responsible for any damage caused to the allocated rooms, furnishings, utensils and equipment in them (including but not limited to any items hired by the Hotel for your use) by any act default or neglect of the Client, its sub-contractor or guests and shall pay to the Hotel on demand the amount required to make good or remedy any such damage on an indemnity and the Client acknowledges that the Client shall not be able to rely upon the common law duty of the Hotel to mitigate its loss.

Guests using the facilities of the Hotel at the Premises must comply (and the Client shall procure that all guests shall comply) with all regulations concerning licensing, fire, health and safety.

Smoking in all areas of the Premises is prohibited.

Hazardous or dangerous items may not be brought into the Premises without prior permission. The Hotel reserves the right to approve any externally arranged entertainment, services or activities that you have arranged with a third party.

It is the responsibility of the third party to provide all risk assessments and insurance for all activities conducted on site, and all such risk assessments and policies of insurance relating thereto must be provided on request.

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

Any electrical, audio visual equipment the Client wishes to use that is not the property of the Hotel can only be brought into the Premises and used with the Hotel's written permission. All such equipment must comply with all relevant regulations and safety standards. The Hotel 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 the Hotel following such inspection.

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

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

Should guests act in an improper or disorderly way, or refuse to comply with reasonable requests from our staff, the Hotel reserves the right to terminate your stay or event. Should this occur, no monies will be refunded to the Client. The decision of Andrew Hodges, managing director of the Hotel, is final.

In the public areas of the Premises 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 the Hotel and security for all its Clients and staff.

No wines, spirits, beers or food may be brought into the Premises or the grounds Hotel by the Client guests or representatives for consumption or sale on the Premises without the express prior consent of the Hotel and for which a charge will be made by the Hotel. Corkage will be allowed in some circumstances; however, such alcohol can only be consumed during the course of the meal after which drinks can be purchased from the bar as normal.

Corkage will be charged per 70cl bottle. Any unopened bottles will be returned the following day (there will be no refund of corkage charges).

Guests may not consume food and drink on the premises not supplied by the Hotel.

If a buffet is being provided it will be available for approximately 2 hours, after which time and upon your approval the buffet will be removed. High risk food will be disposed of or, if requested, whatever is left can be removed from the Premises. Any buffet left over will be discarded that afternoon or in the evening as the case may be. The Hotel does not have the facility to store food overnight on behalf of the Client or guests.

Please note the Hotel is unable to offer an extension to its normal licensing hours of 11.30pm. The Hotel's entertainment licence does not permit music or entertainment after 11.45pm. If you are providing your own entertainment you will ensure that such entertainers are aware of the noise restrictions maintained by the Hotel. A "traffic light" system is installed to ensure volume does not exceed 85 dba and music will automatically cut out if the level is reached for longer than 10 seconds and will take 20 seconds to reset. You are required to assist the Hotel in considering its neighbours when your guests are leaving the Hotel.

We no longer allow bands to perform due to the noise inhibitor (traffic light system) being installed. Any entertainment that wishes to perform at the Hotel has to play through the system.

We have no control over the park, grounds and ponds. All such amenities are controlled and managed by Birmingham City Council. As a consequence, from time to time you may have to organise alternative photographic sites and locations.

Car parking belongs to Birmingham City Council over which we have no control. Whilst we are allowed to use the parking spaces free of charge; in the event of closure or all spaces being full, we have no alternative parking to offer apart from local street parking which is subject to parking restrictions and road traffic legislation to which you and your guests must obey.

Any structure or device provided by the Client (including but not limited to chocolate fountains, candy carts) must always be supervised by you or a representative, or External Contractor. If this does not happen the Hotel reserves the right to allocate a member of its staff to provide such supervision and the Hotel will be at liberty to levy an additional charge of £10 per hour (together with VAT at the prevailing rate) for each member of staff required to provide such supervision.

The Hotel's liquor licenses dictate we are only allowed to serve alcohol to bona fide guests who have consumed a substantial meal (a sit down meal or buffet will suffice). This means you are not allowed to invite or permit additional guests to attend the event and in the event of you (or your guests) doing so we shall be at liberty to levy a charge for the Services provided for each additional guest (whether or not food is consumed). Please note that if a substantial meal is not consumed then the Hotel shall be obliged to refuse to serve alcohol to such guests or to bona fide guests who attempt to purchase alcohol on their behalf.

The Hotel will only offer 8 bedrooms for occupation unless all 11 bedrooms are guaranteed to be occupied and paid for. Rooms can only be made available for the night of your function and not before or after due to other functions being booked on such days.

The Hotel will be liable to you and your guests for injury or loss and damage only where and to the extent the Hotel has been negligent. Otherwise there shall be no liability whatsoever. The Hotel regrets that it cannot be responsible for the security of the Client's property, though it will do its utmost to look after it.

Arrival and departure times for accommodation at the Hotel are 3 p.m. and 10 a.m. respectively. The access and vacate times for all other Services will be as specified by the Hotel and must be strictly adhered to by the Client on all occasions. The Hotel will endeavour to provide rooms earlier if required but cannot guarantee availability.

The Hotel reserves the right to charge for any additional services requested during the event if you do not adhere to agreed timings.

This contract is not assignable by the Client without the prior written consent of the Hotel. Any notice or invoice hereunder shall be duly served on either party if delivered to their address as last notified in writing to the other party hereunder.

The Contract is subject to the law of England and Wales.