

## CHRISTMAS BOOKING FORM

Organizers Name		Party Name	
Contact telephone		Date of Party	
Number in Party		Name of Event	
Email address			
Address			
Signature of Acceptance			

### Christmas Bookings – Terms and Conditions

These terms and conditions apply between the person, firm, company or other entity specified on your booking form ("**you**" or "**your**") and [Smokies Park Hotel], registered in [England] with company registration number [1230998] and registered office address [Ashton Rd, Bardsley, Oldham, OL8 3HX ] ("**Venue**") in respect of the Christmas celebration event as specified on your booking form ("**Event**"). Please read them carefully as they contain important information. By booking your Event ("**your booking**") you agree to be bound by these terms.

#### Some key points

1. If your Event cannot proceed due to a Government imposed "lock down" of the area in which the Hotel is located you may choose to reschedule the Event to a mutually convenient alternative date or obtain a full refund in respect of your booking.
2. The Venue will liaise with the party organiser named in your booking form, or such other individuals as approved in writing by that organiser, in relation to your booking.
3. For your comfort, all parties are requested to meet in our pre-function bar area at least 30 minutes prior to your Event.
4. The Venue will endeavour to accommodate any special requests which you may have, however these cannot be guaranteed.
5. Your booking must be made direct with the Venue and a non-refundable deposit of £10 per person is required to secure your booking. Confirmation of attendee numbers, menu choices/pre-orders and the final balance payable in respect of your Event are due by 1 November of the year of your booking, or such other date as may be agreed in writing, failing which the Venue may cancel your booking resulting in the loss of your deposit.
6. If you proceed with your booking on the basis of preliminary/anticipated attendee numbers, unless otherwise agreed in writing, the Venue does not guarantee that it will be able to accommodate your final numbers.

7. You may cancel your booking by notifying the venue in writing by no later than 16:00 hours on 31 October of the year of your booking, at the loss of no more than the deposit paid (or if unpaid, due). After that time, other than as set out at point 1 above (Government ordered lock down), your booking cannot be cancelled and you must make payment the final balance payable in respect of your Event in accordance with this agreement.
8. The dress-code for the Event is, unless otherwise agreed in writing, "*smart/casual*", which includes smart jeans, but not sportswear. The Venue reserves the right to refuse admission to any member of your party who is not appropriately dressed.
9. The Venue may (at its sole discretion) refuse admission to, or eject from the Event, any person in its absolute discretion, including (without limitation) any person who in the opinion of the Venue represents a security risk, nuisance or annoyance.
10. Unless otherwise agreed in writing, people under the age of 18 years are not permitted to attend the Event and for the avoidance of doubt, any sums paid in respect of prospective attendees who are under the age of 18 as at the date of the Event shall be non-refundable.
11. Unless otherwise agreed in writing, you and your party are not permitted to consume food or beverages purchased other than from the Venue at the Event.
12. At the end of your Event, provided the Venue is still open, you and your party are welcome to remain and continue enjoying your evening, however please note that any previously private areas may also then be used by others.

#### **Further terms**

13. Payment of deposits and final balance may be made by cash, bank transfer, debit card or cheque payable to [Smokies Entertainments LTD]. The Venue kindly asks that you co-ordinate your parties' payments and submit the total sum due to the Venue by way of a single payment in respect of the deposit and a single payment in respect of the final balance. Piecemeal payments will be liable to an administration charge of £5 per individual payment, payable in advance.
14. If you fail to make payment of any sum due to the Venue under this agreement by the due date, interest shall accrue on that sum at the rate of 4% a year above the Bank of England's base rate from time to time and you will be liable to pay the Venue's costs of enforcing payment on a full indemnity basis.
15. Prices for events at the Venue, where applicable, are correct at the time of publication. The Venue reserves the right to change the prices at any time but changes will not affect booking which have already been confirmed by the Venue.
16. The sums paid in respect of absentees from your party are not deductible from the final balance due to the Venue, and nor are such sums refundable or transferable to goods or services in lieu under any circumstances.
17. The timings of your Event are subject always to any requirements of the Venue's local Licensing Authority imposed subsequent to your booking.
18. Save as for the circumstances set out at point 1 above (Government ordered lock down):
  - a. the Venue reserves the right to re-schedule your Event, including to after Christmas if, in its opinion, the Event cannot proceed on the date set out in your booking form owing to circumstances beyond the Venue's control, including but not limited to: supplier or contractor

failure, venue damage or cancellation, health scares, industrial dispute, governmental regulations or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war (i.e. **“a Force Majeure Event”**); and

- b. If, by reason of any Force Majeure Event, the Venue is delayed in or prevented from performing any of its obligations under this agreement, then such delay or non-performance shall not be deemed to be a breach of this agreement and no loss or damage shall be claimed by you by reason thereof. The Venue’s obligations shall be suspended during the period of the delay or non-performance and the Venue and you shall each use reasonable endeavours to mitigate the effect of the Force Majeure Event, as may be necessary.

- 19. Where applicable, the Venue may change the format, theme, décor, layout, speakers, participants, content, venue location and programme or any other aspect of the Event at any time and for any reason, in each case without liability.
- 20. To the fullest extent permitted by law, the Venue shall not be liable to you for any loss, delay, damage or other liability incurred, resulting from or arising in connection with the postponement of the Event howsoever arising, or any venue change.
- 21. All goods/services provided by the Venue at the Event are to be paid for at the point of purchase or where deferred with the Venue’s agreement, not later than prior to your departure from the Event.
- 22. The Venue may (at its sole discretion) refuse admission to, or eject from the Event, any person in its absolute discretion, including (without limitation) any person who fails to comply with these terms and conditions or who in the opinion of the Venue represents a safety or security risk, nuisance or annoyance. You agree to comply with all reasonable instructions issued by the Venue at the Event.
- 23. To the fullest extent permitted by law, the Venue excludes: (a) all liability for loss, injury or damage to persons or property at the Event; and (b) any actual or alleged indirect loss or consequential loss howsoever arising, suffered by you or any of your party, or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect). Beyond that, if the Venue is liable to you for any reason, its total liability to you in relation to the Event (whether under this agreement or otherwise) is limited to the price paid for your booking as set out on your booking form.
- 24. The Venue reserves the right to amend these terms and conditions from time to time.
- 25. No person other than you and the Venue shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce the terms of this agreement.
- 26. This agreement is governed by English law and you submit to the exclusive jurisdiction of the English courts in respect of any disputes arising from or in connection with it.