



## Meeting, Events, Weddings and Group Bedroom Bookings - Terms and Conditions

### Definitions

**Booking:** the confirmed booking for the Event as set out in the Booking Form signed by you and confirmed by us.

**Booking Form:** the booking form setting out the details of the Hotel Services to be provided under these Terms.

**Event:** a meeting, conference, reception, dinner, wedding or other event for which you have requested us to provide Hotel Services as set out in a Booking Form.

**Event Date:** the date of your Event as set out in the Booking Form.

**Hotel:** the hotel in which your Event will be held.

**Hotel Services:** the room hire, food and beverages, group bedroom bookings, or other services requested by you in relation to your Event and set out in a Booking Form.

**Terms:** these Meeting, Events, Weddings and Group Bedroom Bookings - Terms and Conditions.

### 1 About us

We are EC4 Hotel Ltd (trading as Cedar Court Hotels Yorkshire), a company registered in England and Wales under company number: 08431516. our registered office is at: 6th Floor Capital Tower, 91 Waterloo Road, London SE1 8RT.

### 2 How to contact us

You can contact us by sending an email to [info@cedarcourthotels.co.uk](mailto:info@cedarcourthotels.co.uk) or calling us on 01274 905620.

### 3 These Terms

- 3.1 These Terms apply to any Hotel Services you book with us for an Event. Please read these Terms carefully before you book with us, as they set out important information about your and our rights and obligations. Please note that your signature on the Booking Form will indicate your acceptance to these Terms.
- 3.2 For the purposes of these Terms, you are a '**consumer**' if you are purchasing Hotel Services as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a '**business customer**' if you are purchasing Hotel Services for purposes relating to your trade, business, craft or profession. Some Terms only apply if you are a consumer and other Terms only apply if you are a business customer, so please make sure you read these Terms carefully.
- 3.3 Any reference to '**we**', '**us**' or '**our**' in these Terms is to EC4 Hotel Ltd, and any reference to '**you**' or '**your**' is to the person requesting the Hotel Services and signing the Booking Form.
- 3.4 You must be at least 18 years old and a resident of the UK to make a booking for Hotel Services. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

- 3.5 We may make changes to these Terms at any time. However, the Terms which apply to your Booking will be those in force at the time the Booking Form was signed.
- 3.6 These Terms and the Booking Form (which may only be varied by written agreement between us) constitute the whole agreement between you and us.

#### **4 Booking process**

- 4.1 Once you have requested the Hotel Services, we will hold your chosen date for 14 days without any obligation. We will send you a Booking Form setting out the details of the Hotel Services you are requesting to book. Prior to the end of the 14 day period, you must confirm your booking by returning a signed copy of the Booking Form to us and paying the deposit, as set out in the Booking Form. If the signed Booking Form and deposit is not received within this 14 day period we reserve the right to release the date and accept an alternative booking. Once we have received your signed Booking Form and deposit your Booking will be confirmed.
- 4.2 Although we will use reasonable endeavours to provide you with any function room specified in the Booking Form, we reserve the right to move your Event to an alternative function room if we have reasonable operational or commercial reasons to do so (including if your final attendee numbers differ from the original booking set out in the Booking Form). Any alternative function room we provide will be suitable for your Event.

#### **5 Payment Terms**

- 5.1 Charges will be as set out in the Booking Form. All charges are in pounds sterling (£)(GBP) and include VAT at the applicable rate.
- 5.2 Payments can be made via BACS transfer or via our contactless payment system.
- 5.3 We require a deposit of 20% of the total amount payable on return of the Booking Form. The deposit is non-refundable and non-transferable. If we do not receive your deposit payment we will cancel your Booking and notify you by email.
- 5.4 Except as set out in clause 5.6, the remaining charges are payable as follows:
- 5.4.1 50% of the total amount payable 13 weeks in advance of the Event Date; and
- 5.4.2 30% of the total amount payable 14 days in advance of the Event Date.
- 5.5 We reserve the right to charge interest on any outstanding sums at the rate of 3% above Barclays Bank base rate from the due date until the date of payment.
- 5.6 In the event of non-payment of the remaining charges as set out in clause 5.4, we reserve the right to cancel the Event and all charges for the Event will become immediately due and payable by you.
- 5.7 If you have established sufficient credit facilities with us, and we have approved you paying on credit, you agree to pay within thirty (30) days of the final invoice which will be sent immediately following the Event.

#### **6 Cancellation Terms**

- 6.1 Any Hotel Services booked may be cancelled in full in accordance with this Clause 6;
- 6.2 You may cancel your Booking by contacting us in writing (which may be by email). If you wish to cancel your Booking, the following cancellation charges will apply:

Date of Cancellation	Cancellation Charges
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More than 26 weeks prior to the Event Date	20% deposit
Less than 26 weeks and more than 13 weeks prior to the Event Date	50% of the total charges
Less than 13 weeks and more than 2 weeks prior to the Event Date	75% of the total charges
Less than 2 weeks prior to the Event Date or no notice given	100% of the total charges

- 6.3 If you give us written notice 26 weeks or more prior to the Event Date, the cancellation charge will be 20% of the total amount payable by you for the Booking cancelled.
- 6.4 If you give us written notice of less than 26 weeks but more than 13 weeks prior to the Event Date, the cancellation charge will be 50% of the total amount payable by you for the Booking cancelled.
- 6.5 If you give us written notice of less than 13 weeks but more than 2 weeks prior to the Event Date, the cancellation charge will be 75% of the total amount payable by you for the Booking cancelled.
- 6.6 If you give us written notice of less than 2 weeks or no notice prior to the Event Date, the cancellation charge will be 100% of the total amount payable by you for the Booking cancelled.
- 6.7 We may deduct some or all of the cancellation charge from any sum (including, but not limited to any deposit) you paid in advance. If the cancellation charge amount is greater than the total sum you paid in advance, we will be entitled to claim the difference from you in addition. If there is any balance of any advance payment after we have deducted all or any of the cancellation charge from it, we shall refund it to you;
- 6.8 We may, at any time before the Event Date, cancel your Booking for any or all of the Hotel Services in the event that the required accommodation, personnel, facilities, equipment, resources, or other things necessary for the provision of the Hotel Services is or are not available due to any cause outside our reasonable control. If we cancel in such circumstances, we will offer you alternative Hotel Services of the same type and standard or better if they are available. If they are not available or we offer them to you and you decline them, we will refund to you in full any deposit or other advance payment that you have made to us for your Booking for the cancelled Hotel Services.

## **7 Insurance**

We recommend that you arrange relevant insurance e.g. wedding or event insurance to protect you in case of situations such as event cancellation, theft or property damage. Any gifts, equipment or goods brought into the Hotel by you or your guests are not covered by our insurance policy.

## **8 Food and Beverages**

- 8.1 Any food and beverages to be provided by us for the Event must be agreed in the Booking Form or otherwise agreed in writing between us prior to the Event in accordance with this clause 8.
- 8.2 All menus, together with final attendee numbers, should be agreed in writing with us no later than 14 days prior to the Event Date.
- 8.3 If additional food, drink or other services (not included within the Booking Form or otherwise agreed in advance in writing with us) is required on the day of the Event, you will be required to provide a credit card against which pre-authorisation of an agreed maximum sum can be taken. An invoice will be provided at the end of the Event and the payment will be processed.

- 8.4 Except as agreed in accordance with clause 9, no third parties will be permitted to provide food or beverages of any nature during the Event, whether intended for sale or not, without our prior written consent and without payment of corkage or other surcharge.
- 8.5 We will agree in advance with you the times for serving of any food and beverages and will not be responsible for the quality of such food or beverages if it is not served at the agreed scheduled time.
- 8.6 If we are providing a buffet, this will be left out for a maximum of 90 minutes following serving after which it will be cleared away.
- 8.7 You acknowledge that all of our dishes may contain one or more of the following 14 Allergens: Wheat; Gluten; Peanuts; Nuts; Sesame Seeds; Celery, Soya; Milk; Eggs; Mustard; Lupin; Mollusc; Crustaceans; Fish; Sulphur dioxide. The dishes may also contain food additives and/or other substances that might not be suitable for pregnant women or people with specific dietary needs. If any of your party have any intolerances to these allergens or have any other dietary needs specific to your chosen dishes, please inform your Event Co-ordinator in writing no later than 14 days prior to the Event Date. It is your responsibility to communicate this information to the Hotel and liaise with all guests. We require the full names of individuals with all dietary allergen requirements and accurate details of intolerances. We try our best to ensure all food is suitable for you and your guests, however our dishes are prepared in areas in which allergenic ingredients are present and so we cannot guarantee that all dishes are 100% free of these ingredients due to the preparation process.

## **9 Third party catering providers**

- 9.1 If you wish to use third party catering providers, you must notify us at the time of booking and if such third party catering provider is not on our preferred supplier list, we will require you to provide the following information:
- 9.1.1 A copy of the third party catering provider's public liability and employer liability insurance document which must be for a minimum of £10 million cover.
- 9.1.2 A copy of the most recent Environmental Health Officer (EHO) inspection document with rating.
- 9.1.3 A copy of the current Hazard Analysis and Critical Control Point (HACCP) document indicating as a minimum all delivery and transportation, cooking, refrigeration, storage, production, hot and cold holding procedures and temperature requirements.
- 9.1.4 Allergen's matrix either full or for the dishes that will be served at the Event and signed by the third party catering provider. This can be completed on site at the Hotel before the Event starts (on the day of the Event). A template is available on the FSA (Food Standards Agency) website to download.
- 9.1.5 A copy of the food safety qualification for the individual who is leading the food production/service for the third party catering provider on site at the Hotel on the day of the Event.
- 9.2 If the third party caterer is not on our preferred supplier list, an admin fee will be payable at time of booking to cover the costs of checking the supplier's compliance documentation.
- 9.3 We reserve the right to refuse authority for the third party catering provider to provide food at the Event, until all of the information required in clause 9.1 has been provided, checked and is satisfactory to us.
- 9.4 Even where a supplier on our preferred supplier list is used or we have approved the third party catering provider in accordance with clause 9.1 above, we have no responsibility for the services provided by the third party catering provider. Any issues you have with the third party catering provider or the services provided by it must be dealt with directly with that third party catering provider.

9.5 The third party catering provider is fully responsible for cleaning the kitchen after use, and if the kitchen is not cleaned to a satisfactory level (leaving it in the same condition it was found), we reserve the right to apply reasonable cleaning charges which you will be required to pay within 30 days of invoice.

9.6 You and any third party catering provider must remove all rubbish, waste and containers that have been brought for the Event from the function room, kitchen or other areas of the Hotel. If this is not done, we reserve the right to apply reasonable charges which you will be required to pay within 30 days of invoice.

## **10 Bedrooms**

### **Bedrooms reserved for an Event**

10.1 Any bedroom reservations for your Event, must be set out in the Booking Form or otherwise agreed in writing between us. The cancellation terms set out in clause 6 apply for any bedrooms reserved by you for the Event and subsequently cancelled.

10.2 At least 14 days prior to the Event Date, you shall provide to us a rooming list detailing names of attendees for each bedroom type and the date of arrival and departure.

### **Bedroom Allocation**

10.3 We will provide an allocation of rooms (if requested by you and set out in the Booking Form or otherwise agreed in writing between us) for your guests to book directly with us. Reservations will be fully pre-payable at the time of booking and any unreserved rooms will be released 4 weeks prior to the Event Date.

10.4 Whilst we will endeavour to ensure that allocated rooms remain available for your guests, we will not be liable should one or more of the allocation mistakenly be released for other guests.

10.5 Unless otherwise agreed with us, any additional guest rooms required outside of the allocation will be subject to availability and charged at the best available rate at that date.

## **11 Conduct of the Event**

11.1 If you book any Hotel Services for the purpose of holding an Event within the Hotel, you and your guests shall comply with the provisions of this clause 11.

11.2 Any equipment that you use (whether provided by you or us) such as staging, stands, scaffolding, lighting, PA or sound system, must be located and set up in such a way which does not cause any damage or destruction of or to the Hotel or anything within it. You must not fix any equipment to anything forming part of the Hotel using glue, nails, tacks, screws or similar unless otherwise agreed by us in advance in writing.

11.3 The Event must start and finish at the times agreed with us.

11.4 If you wish that any other services not expressly set out in the Booking Form (or otherwise agreed by us in advance in writing), be made available on request during the Event, you will be required to provide a credit card against which a pre-authorisation can be taken. On or before the Event Date, you will confirm to us in writing the names of those persons who you have authorised to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, food and beverages, and other incidentals) will be presented to one of your authorised signatures to be checked and signed daily or at the end of the Event (as applicable).

11.5 Any materials or mechanical or electrical equipment that you intend to bring with you, must be brought to our attention and approved by us in writing in advance of the Event. Any electrical equipment which you provide must be properly maintained and safe, and must meet any legal requirements applicable to that equipment.

You will be liable for damage or injury arising from the use of the equipment unless it has been caused by the negligence or bad faith of our employees.

- 11.6 Any arrangements for the delivery of packages should be notified to us in advance. Receiving, handling, and shipping charges may apply. No packages will be accepted by us that require us to pay shipping costs. Deliveries will only be accepted within 48 hours prior to the Event Date and must be collected 24 hours after the end of the Event, unless otherwise agreed in advance in writing by us. All deliveries must be correctly labelled as per our guidelines which we will notify you of at the relevant time. To the fullest extent permitted by applicable law, we shall not be responsible for any damage to or loss of your packages.
- 11.7 You shall be responsible for the conduct of all persons in attendance at your Event. You shall be liable for any loss and/or any damage caused to any part of the Hotel including caused by your employees and temporary workers, agents, contractors, sub-contractors, as well as by attendees of the Event. If your or their negligent, or other, act or omission causes any damage to the Hotel or to any of our property at the Hotel, you shall be liable to reimburse us for the reasonable and actual costs which we incur to make good that damage.
- 11.8 You must not use any bedroom or other room or part of the Hotel for any unlawful or improper purpose.
- 11.9 You must not bring any animal into the Hotel or to an Event except for a guide dog unless agreed in advance with us.
- 11.10 Any child under the age of 18 may only be an attendee at an Event or stay at the Hotel if accompanied by an adult aged 18 or above.
- 11.11 For the safety of persons and property, no fireworks, drones, or incendiary devices may be used indoors at the Hotel. You also agree that your Event will not create any unreasonable disturbance to other guests or attendees in the Hotel. You will not make excessive noise or use smoke or fog machines, dry ice, confetti cannons, smoking pipes, candles, incense, or carrying out any activity that generates offensive smells. We reserve the right to end your Event immediately if you do not comply with our reasonable request to reduce or eliminate any such disturbance. You will remain responsible for payment of all contracted charges related to your Event in these circumstances.
- 11.12 Passageways to emergency exits must be kept clear at all times. This regulation is rigorously enforced in the interests of the safety of the guests and staff.
- 11.13 In addition to the requirements set out in clause 9 relating to third party catering providers, we require advance knowledge of any other third-party company or contractor that you intend to use to provide services for the Event. We do not accept any liability for these companies or the service they provide. If you book an outside company to provide entertainment or equipment, they must provide the Hotel with a copy of relevant and appropriate liability insurance and a PAT testing certificate for all electrical equipment they will use.
- 11.14 You must obtain our prior consent for all signs, exhibitions and displays inside and outside the Hotel. We reserve the right to remove signs which are unauthorized or unlawfully displayed or which we deem to cause offence.
- 11.15 You must conduct yourself in a reasonable and responsible manner at all times when on Hotel property and must not act in any which may disturb other guests. If you do not, we may ask you to leave the Hotel and in that case, you must immediately pay us all sums due. All of the above rules will also apply to members of your party and your guests, and you shall be responsible for any breach of the above rules by any of them.

#### **Car parking facilities**

- 11.16 Car parking is provided. Cars are not permitted to block the entrance of the Hotel and will be removed if doing so. We cannot guarantee that any car parking space(s) will be available for you, but you may use any vacant parking space on a first-come-first-served basis for your vehicle provided that you have given us your vehicle's registration number when you arrive.
- 11.17 Any additional charges for such parking will be as agreed with you and set out on the Booking Form.
- 11.18 You may without additional charge use a disabled parking space that is available if you have a valid disabled parking badge. We will be entitled to remove your vehicle if it is parked in a disabled parking space without a valid disabled parking badge on display, and you shall pay or reimburse us with all costs associated with its removal and subsequent recovery.
- 11.19 If there are Electric Vehicle Charging Points in the Car Park, you may only use these for the purpose of charging an Electric Vehicle. These spaces may not be used as a normal parking space, we will be entitled to remove your vehicle and you shall pay or reimburse us with all costs associated with its removal and subsequent recovery.
- 11.20 Whether or not we make any charge for vehicle parking, we will operate and maintain our car park with reasonable skill and care. However, we do not undertake the safekeeping of any vehicle and we do not guarantee that other Hotel guests or customers or members of the general public will not enter our car park and steal or damage your vehicle or property in it and/or engage in criminal activity. Accordingly, when you park or arrange for parking of a vehicle in our car park, you accept risk of theft or damage of or to the vehicle and property in it if it is caused by the act of any person other than our employees, agents, or contractors.

## **12 Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, extremes of weather, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks.

## **13 Disabled Customers**

- 13.1 We fully comply with all laws from time to time in force regulating the treatment of, and provision for, disabled customers. If you, or any of your guests, have any special requirements pertaining to a disability, you should inform us of them before your Event Date.

## **14 Our liability to consumers**

**This clause 14 only applies to you if you are a consumer.**

- 14.1 If we breach these Terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 14.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

14.3 Nothing in these Terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## **15 Our liability to business customers**

**This clause 15 only applies to you if you are a business customer.**

15.1 Subject to the below, our liability under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the amount paid by you to us in accordance with the Booking Form.

15.2 We will not be liable to you under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

15.2.1 consequential, indirect or special losses; or

15.2.2 any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) loss or corruption of data;
- (c) loss or corruption of software or systems;
- (d) loss or damage to equipment;
- (e) loss of use;
- (f) loss of opportunity;
- (g) loss of savings, discount or rebate (whether actual or anticipated); or
- (h) harm to reputation or loss of goodwill.

15.3 Nothing in these Terms will limit or exclude our liability for:

15.3.1 death or personal injury caused by negligence;

15.3.2 fraud or fraudulent misrepresentation;

15.3.3 any other losses which cannot be excluded or limited by law;

15.3.4 any theft of or damage to your vehicle parked with our permission in our car park, or any property in that vehicle, where the theft or damage is caused by any of our employees, agents, or contractors; or

15.3.5 any loss of your or another's property at the Hotel where the loss is due to theft by any of our employees, agents, or contractors whilst that property is either placed by you in a safe in your bedroom and you keep that safe properly locked and you keep your PIN number for the safe secure, or that property is at your request placed in our safe at the Hotel reception.

15.4 Except in the circumstances set out in sub-clause 15.3.5, we will not be liable for any loss or theft of any of your property which you bring to or keep in a bedroom or any other part of the Hotel.

15.5 No property which you bring to the Hotel shall be deemed to be in our custody or safekeeping except in the circumstances set out in sub-clause 15.3.5. Any such liability as we may have to you for any damage to or destruction of any such property whilst it is at the Hotel due to any negligent or other act or omission of any of our employees, agents or contractors shall be subject to the limitations and exclusions of liability set out in sub-clauses 15.1 and 15.2.



## **16 Your information**

Any personal information that you provide to us will be dealt with in line with our Privacy Policy available here <https://www.cedarcourthotels.co.uk/privacy-policy/> , which explains what information we collect and hold about you, and how we collect, store, use and share such information.

## **17 No third party rights**

No one other than us or you has any right to enforce these Terms.

## **18 Complaints**

18.1 We always welcome feedback from our customers and, whilst we always use reasonable endeavours to ensure that the Hotel Services are satisfactory and that your experience is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

18.2 If you have any complaint about the Hotel Services or any other complaint about the Hotel or any of our staff, please raise the matter with us on the day of the Event.

## **19 Governing law and jurisdiction**

19.1 If you are a consumer, the laws of England and Wales apply to these Terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

19.2 If you are a business customer, these Terms and any dispute or claim arising out of, or in connection with, the Terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, their subject matter or formation (including non-contractual disputes or claims).

## **20 General Terms**

20.1 You are not allowed to transfer your rights under these Terms to anyone without our prior written consent. We may transfer our rights under these Terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

20.2 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms will not be affected.

20.3 If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

20.4 If you are a business customer, any variation to these Terms will not be binding unless expressly agreed in writing between you and us.

20.5 If you are a business customer, you and we both agree that these Terms constitute the entire agreement between you and us in relation to your Booking. You acknowledge that you have not entered into these Terms in reliance on any representation or warranty that is not expressly set out in these Terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these Terms.