

LYNFORD HALL HOTEL
TERMS AND CONDITIONS FOR WEDDINGS

1. DEFINITIONS:

Booking Form Charges the booking form signed by the Client
the charges for the Wedding Package calculated in accordance with Lynford Hall's published prices from time to time the terms and conditions set out in this document

Conditions Contract Client Deposit the contract for the provision of the Wedding Package the person(s) identified on the Booking Form the non-refundable deposit of £1000

Lynford Hall Wedding Package Lynford Hall Hotel, Mundford, Nr. Thetford, IP26 5HW
the wedding package to be provided by Lynford Hall (including without limitation any room hire accommodation entertainment food drink or other items or services) particulars of which are set out on the Booking Form or otherwise specified in writing to the Client

2. CONDITIONS APPLICABLE:

2.1 The Contract made between the Client and Lynford Hall will be subject to these Conditions. No variation to these Conditions or special terms agreed between the Client and Lynford Hall or representations made by any employee or agent of Lynford Hall shall be binding unless confirmed in writing by Lynford Hall.

2.2 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other documentation issued by Lynford Hall shall be subject to correction without any liability on the part of Lynford Hall. Where such correction is to the material disadvantage of the Client, the Client shall be entitled to terminate the Contract and shall receive a full refund of all monies paid.

3. PROVISIONAL BOOKINGS AND DEPOSITS:

3.1 All bookings will be treated as provisional until Lynford Hall receives the signed Booking Form and payment of the Deposit in full cleared funds from the Client, at which point the Contract will be formed.

3.2 Provisional bookings must be confirmed by return of the signed Booking Form and payment of the Deposit within 14 days. If provisional bookings are not confirmed within 14 days Lynford Hall shall be entitled to release the dates for resale and shall no longer be bound by any quotation provided to the Client.

4. CONFIRMATION OF GUEST NUMBERS & VARIATION OF BOOKING DETAILS:

4.1 Except as provided by this clause 4 the Client shall not be entitled to amend any detail of the Wedding Package unless agreed in writing by Lynford Hall.

4.2 Any alteration to the Wedding Package required by the Client must be notified to Lynford Hall promptly in which case Lynford Hall may accept such alteration (subject to any adjustment to the Charges to reflect the alteration) at its sole discretion. Special provisions relating to confirmation and variation of guest numbers are set out in clauses 4.4 to 4.8 below.

4.3 Lynford Hall reserves the right to make changes to any part of the Wedding Package (including function rooms) which are required to conform to any applicable safety or other statutory requirements or which do not materially affect the provision of the Wedding Package. In the unlikely event that Lynford Hall needs to change any aspect of the Wedding Package it will notify the Client as soon as reasonably practicable and will use its reasonable endeavours to ensure that such changes are of an equal or higher standard. For the avoidance of doubt where Lynford Hall deems it necessary to change any aspect of the Wedding Package it may without limitation substitute any originally booked room for an alternative and this will not be deemed to materially affect the provision of the Wedding Package.

4.4 The Client shall provide Lynford Hall with an estimate of the number of guests at the time of booking and shall confirm final numbers by no later than 8 weeks prior to the wedding date.

4.5 The Client may, subject to clauses 4.6 to 4.8, increase or reduce the number of guests at any time up to 8 weeks prior to the wedding date and the Charges shall be adjusted to take account of the revised guest numbers in accordance with Lynford Hall's rates applicable at the date that the Client notifies Lynford Hall of the change.

4.6 The Client shall not be entitled to increase the number of guests so as to exceed any maximum capacity levels notified by Lynford Hall.

4.7 Should the number of guests drop below any minimum number requirement notified by Lynford Hall the Client will be charged in accordance with clause 5.7(c).

4.8 The Charges payable by the Client shall not be reduced in the event that the number of guests attending on the wedding date is less than the number of guests as confirmed by the Client under clause 4.4. If the number of guests attending on the wedding date exceeds the number of guests as confirmed by the Client Lynford Hall shall be entitled to levy additional Charges for each additional guest attending in accordance with Lynford Hall's rates applicable on the wedding day. The Client acknowledges that nothing in this clause shall oblige Lynford Hall to accept any increase to the number of guests attending the event other than as provided by clause 4.5.

5. CHARGES AND PAYMENT:

5.1 Subject to any special terms agreed in writing between Lynford Hall and the Client the Client shall pay:

(a) the Deposit on the date upon which it returns the signed Booking Form to Lynford Hall;

(b) 75% of the total Charges no later than 8 weeks prior to the wedding date

(c) the balance of the Charges no later than 4 weeks prior to the Wedding date

(d) any additional Charges or payments required by Lynford Hall in accordance with these Conditions within 7 days of receiving Lynford Hall's invoice.

5.2 Deposits are non-refundable except as specifically provided in these Conditions.

5.3 If at any time before the event Lynford Hall deems it necessary to increase the Charges to give effect to any increase in the cost to Lynford Hall it shall have the right to give written notice of any such increase to the Client increasing the Charges and in such event the Client shall have the right to cancel the Contract and any Deposit paid will be refunded.

5.4 Notwithstanding the provisions of clause 5.3 above any increase in the cost to Lynford Hall necessitating an increase in the Charges which is a result of any changes which are requested by the Client or as a result of any delay caused by any instructions of the Client or failure of the Client to give to Lynford Hall adequate information or instructions shall not entitle the Client to cancel the Contract on receipt of a written notice of such increase in the Charges.

5.5 Time of payment shall be of the essence. No payment will be deemed to have been made until Lynford Hall is in receipt of cleared funds.

5.6 If the Client fails to make payment of any sum in accordance with clause 5.1 then without prejudice to any other right or remedy available to it Lynford Hall shall be entitled to cancel the Contract and/or charge the Customer interest at the rate of 5% per annum above the Bank of England's base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

5.7 The Client's attention is drawn to the following provisions affecting particular Charges:

(a) sole venue hire is available for a one off charge as specified by Lynford Hall from time to time and entitles the Client to sole use of Lynford Hall Hotel, the services of Lynford Hall's resident toast master and a discount on accommodation costs for guests. Room hire charges will still apply unless specifically stated otherwise. In the event that all accommodation suites have not been allocated to guests by two weeks prior to the wedding date the full price of each unallocated room will be charged;

(b) fees payable for the conducting of the wedding ceremony are payable directly to the registrar and not to Lynford Hall;

(c) where guest numbers fall below the minimum number specified for the reception room booked Lynford Hall will charge as though the wedding breakfast had been provided for the minimum number of guests required for that reception room;

(d) Clients must cater for the total number of guests or such minimum number of percentage of guests as may be notified by Lynford Hall for the evening buffet. Failure to do so will incur a room hire charge;

(e) children under 12 may dine either from the adult menu or from the children's menu at the specified package rate for children;

(f) should the Client elect not to have an evening buffet a room hire charge as specified by Lynford Hall from time to time shall be charged;

(g) midweek discounts only apply where minimum guest numbers have been met and are not applicable on bank holidays. Sole occupancy rates on rooms remain at full rate where midweek discounts are offered.

6. CONDUCT:

6.1 The Client acknowledges and agrees as follows:

(a) it shall be responsible for the orderly conduct of guests;

(b) it and all guests shall be required to comply with Lynford Hall's Health and Safety policy (a copy of which is available on request) and all other licensing or statutory requirements or regulations as may be imposed by any competent authority;

(c) it and all guests shall comply with Lynford Hall's reasonable instructions whether in relation to the provision of the Wedding Package or otherwise (including without limitation compliance with the terms of any local government or equivalent licensing conditions as interpreted and disseminated by Lynford Hall);

(d) the wedding shall finish at the time advised by Lynford Hall;

(e) it shall be the responsibility of the Client and guests to ensure the safekeeping of personal possessions and cloakrooms are provided for the convenience only;

(f) entertainment may be arranged by the Client only with Lynford Hall's prior written approval and subject to the Client furnishing Lynford Hall prior to provision of the entertainment with evidence that all appropriate licences and consents have been obtained and that adequate insurance cover has been obtained;

(g) any entertainment arranged or provided by Lynford Hall shall be subject to the availability of any performer and Lynford Hall is unable to guarantee that any performer booked will be able to attend on the wedding date. In the event of any cancellation of any entertainment booked Lynford Hall shall use its reasonable endeavours to provide the Client with a suitable replacement acceptable to the Client;

(h) it shall be responsible for and shall ensure at all times that any entertainment arranged or provided under clause 6.1(f) complies with Lynford Hall's entertainment conditions details' of which can be provided separately.

6.2 The Client shall indemnify Lynford Hall against all losses costs (including reasonable legal costs and expenses) claims demands expenses proceedings fines and liabilities suffered or incurred by Lynford Hall as a result of any failure by the Client or the guests to comply with these Conditions. For the avoidance of any doubt any damage or breakages caused by the Client or many guest shall be paid for by the Client.

6.3 No food or drink may be brought to the wedding without Lynford Hall's prior written approval. Corkage charges will be applied where applicable at rates advised by Lynford Hall from time to time.

6.4 The Client's guests shall include without limitation any entertainers forming part of any entertainment arranged by the Client or provided by Lynford Hall at the Client's behest.

7. WARRANTIES AND LIABILITIES:

7.1 Subject as expressly provided in these Conditions Lynford Hall warrants that the Wedding Package will be provided in accordance with the Contract.

7.2 Any warranty given by Lynford Hall shall be subject to the following conditions:
Lynford Hall shall be under no liability in respect of any matter arising from any arrangements made by the Client with third parties or any items supplied by the Client;

7.3 Except as provided in clauses 7.5 and 7.6 Lynford Hall's liability for loss or damage in contract or tort (including negligence) or howsoever arising shall not exceed the Charges paid by the Client.

7.4 Subject as expressly provided in these Conditions all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by Law.

7.5 Nothing contained in these Conditions is intended to nor shall restrict the liability of Lynford Hall in respect of death or personal injury caused by Lynford Hall's negligence

7.6 The statutory rights of the Client are not affected by these Conditions and each Lynford Hall and the Client shall each be liable to the other for any foreseeable loss arising from its own breach of the Contract.

8. CANCELLATION:

8.1 Except as otherwise agreed in writing the Client may cancel the Contract by giving notice to Lynford Hall and paying the applicable cancellation charge representing a reasonable estimate of Lynford Hall's losses calculated as follows:

| Period prior to event | Percentage of Charges |
|-------------------------------|-----------------------|
| More than 12 months | Deposit only |
| Between 12 and 6 months | 25% of all Charges |
| Between 6 months and 3 months | 50% of all Charges |
| 3 months or less | 100% of all Charges |

8.2 Lynford Hall shall reimburse the Charges or an appropriate part thereof less any costs or losses it has incurred in circumstances where Lynford Hall is able to mitigate its losses by replacing the booking with an alternative function of similar value

9. FORCE MAJEURE:

Lynford Hall shall not be liable for any delay in performing, variation in performance or failure to perform due to any act of god war strike lock-out industrial action fire flood drought tempest or any other event beyond its reasonable control of either party.

10. GENERAL:

10.1 Where Lynford Hall accepts the Client's booking the Client allows Lynford Hall to use the Client's personal details for the purposes of providing the Wedding Package. Further Lynford Hall may from time to time send the Client information from Lynford Hall and/or its carefully chosen third parties and partner organisations about services similar to those provided which Lynford Hall thinks may be of interest to the Client. If the Client does not wish to receive such information Lynford Hall will cease sending such material upon receipt of the Client's written request. Whilst Lynford Hall will convey your cessation request to its third party and/or partner organisations Lynford Hall cannot guarantee that that third party and/or partner organisation will honour that request. Save as otherwise provided unless required by law Lynford Hall will not use or disclose the Client's personal information for other purposes or share them with any third parties without first obtaining the Client's consent.

10.2 By sending photographs of the Client's event to Lynford Hall the Client consents to Lynford Hall's use free of charge of such photographs for Lynford Hall's promotional purposes.

10.3 Where the Client has not paid for sole venue hire Lynford Hall may book other marriage ceremonies on the day of the Client's wedding. Further Lynford Hall may accept bookings for any non-wedding events on the wedding date. Whilst Lynford Hall will use its reasonable endeavours to ensure that the delivery of the Wedding Package booked by the Client is not disturbed by members of the public Lynford Hall cannot guarantee this.

10.4 The headings in the Conditions are for convenience only and shall not affect their interpretation.

10.5 Lynford Hall may perform any of its obligations or exercise any of its rights hereunder by itself or through its employees agents or sub-contractors.

10.6 No waiver by Lynford Hall of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or other provision.

10.7 No failure of Lynford Hall to exercise any power given to it or to insist upon strict compliance by the Client with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of Lynford Hall's rights under the Contract.

10.8 If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

10.9 Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the Client's address if served by Lynford Hall or to Lynford Hall Hotel is served by the Guest.

10.10 The Client shall not assign dispose or otherwise transfer any rights (including benefits) or obligations that it may have under the Contract to any third party without Lynford Hall's prior written consent. On giving notice to the Client Lynford Hall may assign dispose of or otherwise transfer any rights that it may have under the Contract.

10.11 The Client undertakes that it and its guests shall treat the Contract and all matters including disputes arising in connection therewith as confidential between it and Lynford Hall and shall not make or publish any statement or announcement in connection with the Contract or any matter, including disputes, arising in connection therewith without having first secured the express written consent of Lynford Hall. The Client indemnifies Lynford Hall in full for any loss arising from its breach of this clause.

10.12 Save as otherwise provided nothing in this Contract shall confer on any third party any benefit of the right to enforce any terms of this Contract.

10.13 The Contract shall be governed by the laws of England and subject to the non-exclusive jurisdiction of the English court.

