Eastwood Park ...

## **BOOKING CONDITIONS**

- 1. The Eastwood Park General Conditions of Contract current at the date of confirmation of booking of the Facilities shall apply to these Booking Conditions, as if incorporated. Where there is any conflict between the terms of these Booking Conditions and the General Conditions of Contract, then the terms of these Booking Conditions shall take precedence.
- 2. Provisional bookings will only be held for ten working days, after which they will be released unless prior written confirmation of the booking has been received.
- Booking charges for the use of the Facilities will be based upon the number of persons for whom the booking is made, the room supplement (if any) as well as any additional food, beverages and facilities provided upon request.

For new customers a deposit payment for the Facilities, must be received by Eastwood Park at least ten (10) working days before the date the Facilities are due to be first utilised, to finalise the booking. A closing invoice will be issued to all Customers after departure. This invoice is payable within 30 days of invoice date. If any payment is in arrears, Eastwood Park may charge interest on a day to day basis from the original due date at the rate of 4% over the Barclays Bank Base Rate in force from time to time.

- 4. The Customer shall be liable for all unpaid charges incurred by employees, directors and guests of the Customer, including but not limited to unpaid accommodation, unpaid sundry items, and cancellation charges. When requested, Eastwood Park shall make all reasonable endeavours to collect all such charges but accept no liability in the event that they are unable to do so.
- The Customer may only cancel bookings, in whole or in part, upon payment of the following cancellation charges. Notice of cancellations must be given in writing. The notice period refers to the number of days before date the Facilities are due to be used.

| Cancellation Charge   |
|-----------------------|
| No charge             |
| 40% of Booking Charge |
| 75% of Booking Charge |
| Full Booking Charge   |
|                       |

- 6. Eastwood Park reserves the right to substitute alternative equivalent Facilities to that which are booked, including but not limited to changes in room allocation without prior notice. Eastwood Park will however provide a room of a similar standard within the same location.
- 7. The Customer and its employees and guests shall abide by any reasonable instructions given in respect of security, health and safety.
- 8. The Customer shall be responsible for the cost of repairs of any damage to the Facilities caused by the negligence or wilful misconduct of its employees, directors or guests.
- 9. No responsibility or liability will be accepted by Eastwood Park with respect to loss or damage to personal property bought onto the Facilities by the Customer, its employees, directors, or guests.
- 10. Eastwood Park's liability is limited to £1,000,000 in respect of any claim for physical loss of or damage to the Customer's property or other property for which it is at law responsible to the extent that such loss or damage is caused by or contributed to by any negligent act or omission of Eastwood Park (including any act or omission in breach of a contractual duty of care). No limit of liability will apply in respect of claims for death or personal injury as a result of any act or omission of Eastwood Park which is negligent (as defined in the Unfair Contract Terms Act 1977 section 1) and no limit of liability will apply to any proven fraud on the part of Eastwood Park or of others for which it is at law responsible.
- 11. If the Customer lawfully terminates the booking by reason of a breach of contract by Eastwood Park, it shall be entitled to the return of any sums paid as part of the contract price. In addition, Eastwood Park's total aggregate liability for any and all acts or omissions which cause or contribute to financial or economic loss or damage to the Customer is limited to 15% of the contract price regardless of the time such claim or claims may be made by the Customer, of how such claims may arise and what cause of action has accrued. In calculating such sum, no account shall be taken of any sums returned or to be returned to the Customer. Any such financial or economic loss includes any claim other than a claim covered by Clause 11 above and includes any claim in respect of loss of profits, failure to make anticipated savings, additional expenses incurred, increased costs of working and loss of opportunity, but does not include any claim which seeks compensation in respect of the cost of management time spent by its employees as a result of any act or omission of Eastwood Park.
- 12. Eastwood Park Limited shall not be liable for any failure to provide Facilities contracted for in the event of its being prevented from doing so as a result of fire, storm, flood, disturbances, riot, industrial action or any other causes or circumstances beyond its reasonable control.
- 13. Only food and drink supplied by Eastwood Park may be consumed on the premises.