

Event Terms and Conditions at The Weald of Kent Golf Course & Hotel

Booking Confirmation

- 1.1. Any booking is classed as provisional until The Weald of Kent receives a signed copy of these terms and conditions from The Client(s), receipt of which will be deemed to be The Client(s)' acceptance of these Terms.
- 1.2. The booking is only confirmed between The Weald of Kent and The Client(s) once the signed contract and deposit has been received in full by The Weald of Kent. Only then will all confirmation details be sent to The Client(s).
- 1.3. If in the circumstance only one element (either the signed contract or the deposit payment) has been received, this will still be taken into consideration that The Client(s) are liable for all terms and conditions in this contract and all deposit payments are to be paid up and until the day of The Event.

Pricing

- 2.1. All prices are quoted inclusive of VAT. Should the VAT alter in any way, we reserve the right to adjust relevant prices relating to The Event, at any point.
- 2.2. All prices are as quoted and no other discount, promotion or reward scheme may be applied in respect of the Booking.
- 2.3. The Weald of Kent reserves the right to review its pricing annually and to alter prices and rates without notice. Notification once the prices have been altered, shall be sent to The Client(s) immediately. Signing of this contract is accepting this possible increase. However, you would be informed on booking if you could be subject to increase.

Availability

3.1. All rooms, facilities and rates offered by The Weald of Kent are subject to availability at the time of booking and the discretion of the General Manager.

Numbers

- 4.1. Provisional minimum numbers, where applicable, should be noted by The Client(s), and will be required from The Client(s) at the time of booking. The Weald of Kent's minimum charge for the facilities booked will be based on those numbers. Any change in these numbers must be reported to The Weald of Kent immediately. (The Weald of Kent reserves the right to apply any relevant surcharges.)
- 4.2. Final numbers are required at least one month prior to arrival, the final charge to The Client(s) will be calculated using this number or the actual number attending, whichever is greater, provided that the minimum charge is exceeded. Increases in numbers may be accommodated after this date subject to The Weald of Kent agreement.
- 4.3. If any reduction is made by The Client(s) to the final numbers with less than 1 months notice, The Weald of Kent reserves the right to charge The Client(s) for each non-attending guest at 100% of the full price per head.

Deposits & Instalments

- 5.1. The Weald of Kent requires a deposit to secure the booking and further instalments as follows:
- 5.1.1 12 months or more prior to date £500 deposit followed by a further £500 deposit 12 months and 6 months prior to date totalling £1500.
- 5.1.2 Under 12 months prior to date £1000 deposit followed by a further £500 deposit 6 months prior to date totalling £1500.
- 5.1.3 Under 6 months £1500 deposit.
- In all cases, failure to pay a deposit or instalment and return the signed terms and conditions within 14 days of being requested to do so will entitle The Weald of Kent to treat the booking as cancelled.
- 5.2. If the Client(s) cancels at any point throughout the planning process, any deposits paid will not be refunded and are non-transferrable. The Deposits will be set against any cancellation charges that are deemed fit by The Weald of Kent.
- 5.3. If the Client(s) cancels their booking, they will still be liable for any deposits they are due to pay at the time of cancellation as per their contract.

Payment

- 6.1. Settlement of the invoice in full, less any advance payments made by The Client(s), must be made within the timescale stated by The Weald of Kent.
- 6.2. Payment is by cheque payable to Weald Golf Course Ltd, BACS or such credit and debit cards as are recognised by The Weald of Kent. The Weald of Kent reserves the right to refuse a method of payment and ask for an alternative if necessary.
- 6.3. At least 5 working days are required to process cheque payments.

Cancellation and Postponement

- 7.1. Cancellations or postponements by The Client(s) must be in writing and signed by all major parties involved in The Booking and will result in the charges below becoming due and all instalments retained. In each case, the percentage charged is based on the advance notice of cancellation given and applies to the estimated total cost of the booking.
- 7.1.1. All cancellations will forfeit the initial deposits paid.
- 7.1.2. In the event of a cancellation with less than 2 months' notice, The Weald of Kent reserves the right to charge 100% of the final estimated cost.
- 7.1.3. In the event of a cancellation with between 2-4 months notice, The Weald of Kent reserves the right to charge 75% of the final estimated cost.
- 7.1.4. In the event of a cancellation with between 4-6 months notice, The Weald of Kent reserves the right to charge 50% of the final estimated cost.
- 7.1.5. In the event of a cancellation with more than 6 months' notice prior to date, The Weald of Kent reserves the right to charge a cancellation fee of £1,500.
- 7.2. The Weald of Kent will try to re-sell the allocated rooms and a reduction of the cancellation charge may be made if The Weald of Kent is successful. This is at The Weald of Kent 's discretion and may not be applied.
- 7.3. The Client(s) also agrees to reimburse The Weald of Kent for any costs incurred by it arising from the consequential cancellation of Weald of Kent arrangements with third parties.

Charges and Cancellation by The Weald of Kent

- 8.1. The Weald of Kent may cancel the booking at any time and without liability to The Client(s) if:
- 8.1.2. Charges will be due if the Client(s) is unable to pay its debts/deposits as they fall due. Each deposit must be received within 14 days of the required time scale.
- 8.1.3. Cancellation may apply if any part of The Weald of Kent is closed or unable to operate for any reason beyond The Weald of Kent's control.
- 8.1.4 Charges may apply if the Client(s) are discriminative, abusive, violent, or insulting in any way to any member of staff
- 8.2 It is The Client(s)' responsibility to take out insurance to cover any unexpected cancellations that may be made by The Client(s)s themselves, The Weald of Kent or any supplier.
- 8.3. The Weald of Kent does not accept any liability for the cancellation or delay of any event or failure to provide any of the agreed services which is caused by an occurrence or circumstance beyond the control of The Weald of Kent. Including (but not limited to) industrial disputes, terrorist activity, natural disaster, fire, fire evacuation alarm, decrees of Government, or disruption of utility services and the foregoing shall not give rise to any claim for compensation or damages.

Etiquette and Controls

- 10.1. The Weald of Kent reserves the right to judge acceptable levels of noise and/or behaviour of The Client(s), guests or representatives including any suppliers and The Client(s) must take all steps necessary for corrective action as requested by The Weald of Kent . In the Event of failure to comply with management requests, The Weald of Kent may terminate the booking or stop any event at any point without being liable for any refund or compensation.
- 10.2. It is the policy of The Weald of Kent not to discriminate on the grounds of race, colour, nationality, creed, sex, marital status, age, sexual orientation, ethnic origin, or disability. The Client(s), its employees, guests and all sub–contractors engaged by or on behalf of The Client(s) are expected to adhere to this policy and Weald of Kent may, without incurring any liability, remove from The Weald of Kent any person offending against this policy. The Weald of Kent and any events it hosts are subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients and their guests and representatives.
- 10.3.1 The Weald of Kent will provide door staff if it deems it suitable.
- 10.4. Prior consent of The Weald of Kent must be received for any entertainment or services contracted by The Client(s) or for any display to be fixed. All displays must comply with statutory codes and regulations. If any display, decoration entertainment etc. is carried out without prior consent from The Weald of Kent, a charge may be applicable to cover the costs of any damages etc. made as a result.
- 10.5. The Client(s) will ensure that any outside contractor reports, where requested, to The Weald of Kent's Duty Manager to sign an indemnity form. The Weald of Kent may in its absolute discretion refuse access to any contractor.
- 10.6. The Weald of Kent reserves the right to charge The Client(s) for any damages made to The Weald of Kent caused either by them, their guests or any suppliers as a result of The Event.

External Purchases

- 11.1. No wines, spirits, beers or food may be brought into The Weald of Kent or its grounds by The Client(s), guests or representatives for consumption or sale on the premise without the express written consent of The Weald of Kent .
- 11.2. Outside catering is not permitted by another company and all food, excluding a celebration cake, must be supplied and prepared by The Weald of Kent 's kitchen team

Safety

- 12.1. For reasons of safety, it is the responsibility of the parents/guardians of any children attending The Event to ensure that their children are always fully supervised, including the bedrooms and gardens.
- 12.2. In case of an emergency, The Weald of Kent asks that a nominated person is responsible for anyone with a disability to ensure of their safety at all times. Please contact the General Manager directly if you require more information on our accessibility and evacuation policy where applicable.

Liabilities

- 13.1. Other than for death or personal injury caused by the negligence of The Weald of Kent, The Weald of Kent 's liability to The Client(s) is limited to the price of the booking plus expenses directly and necessarily incurred by The Client(s) to comply with the booking.
- 13.2. Unless The Weald of Kent is liable under clause 13.1, The Client(s) indemnifies The Weald of Kent from and against any and all liability and any claims, costs, demands, proceedings and damages resulting or arising from The Event, The Client(s), its guests and any outside contractor.
- 13.3. The Weald of Kent will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.
- 13.4. The Weald of Kent does not accept responsibility whatsoever for damage to, or theft from, vehicles parked on The Weald of Kent 's premises or for items left behind or in the bedrooms or public areas including the function suite.
- 13.5. The Client(s) is responsible for any damage caused to the allocated rooms, furnishings, utensils and equipment in them by any act, default or neglect of The Client(s), its guests or sub-contractors and shall pay to The Weald of Kent on demand the amount required to make good or remedy any such damage. Unless the Client(s) can aid in the capture of the guilty party and all compensation required for mending, fixing, or replacing the damaged item(s) has been received from said guilty party. Only then, once payment has been received in full, shall The Client(s) no longer be liable for this cost.

General

- 14.1. The Weald of Kent's name, telephone number, email address, logo, website address and the name Weald of Kent Golf Course & Hotel and derivatives, must not be used in any advertising or publicity without the express prior written consent of The Weald of Kent.
- 14.2. The booking is not assignable by The Client(s) without the prior written consent of The Weald of Kent. [5]
- 14.3 No smoking is permitted inside the building in any area of The Weald of Kent. There are designated smoking areas outside of the building which we ask are adhered to. Any guest caught smoking inside or in non-designated outside areas, will be handed an on the spot fine of £50.00 and asked to leave the premises.
- 14.4. Last orders in the Lakeside Suite bar will be called at 11.40pm for a 12.00 midnight finish at which point all entertainment must cease. Clubhouse closes 12:30am.
- 14.5. Any comment or complaint should be made at The Weald of Kent at the time of The Event so that the matter can be resolved immediately. Alternatively, write within 28 days to The Weald of Kent's General Manager at: The Weald of Kent, Maidstone Road, Headcorn, Kent TN27 9PT.
- 14.6. These terms will be construed in accordance with English law and The Weald of Kent and Client submit to the exclusive jurisdiction of the English courts.

Change of Date

- 15.1. If You need to change the Date, agreement to do this will be at Our sole discretion.
- 15.2. To request a transfer of date you must contact Weald of Kent by email. All transfers subject to availability.
- 15.3. When and if we agree to the transfer of date:
- 15.3.1. The original date will be released and no longer held for you on completion of the transfer of date, which may include a transfer fee.
- 15.3.2. The client will make a non-refundable administration charge of £250 to be paid by credit or debit card before transfer of date can be completed.
- 15.3.4. The new date will be booked under the prevailing terms and conditions and pricing which will supersede any previous terms and conditions and pricing.
- 15.4. At the point of making the transfer of date, if the sum of the Scheduled Payments due for the new date at the prevailing rate is higher than the total amounts you have already paid us for the original date, the difference will be due immediately in order to confirm and complete the transfer of date.
- 15.5. At the point of making the transfer of date, if the sum of the Scheduled Payments due for the new date at the prevailing rate is lower than the total amounts you have already paid us for the original date, the difference will be subtracted from future Scheduled Payments unless the future Scheduled Payments are lower in total than the difference due to you in which case any remaining amount of difference will be refunded to you.

- 15.6. Your original date will be deemed to stand until you have received email confirmation from us that we have received your request to transfer your date and that we have agreed to the transfer and any payments due then have been paid.
- 15.7. It is your responsibility to notify your suppliers of your transfer of date.
- 15.8. Cancellation by you, terms will apply:
- 15.9. If you wish to cancel your booking, for whatever reason, you must contact The Weald of Kent by email or telephone. We will then email all suppliers that we have booked for you to cancel these services. This will be confirmed back to you once complete.

Covid-19 Special Terms

- 16.In the event of government guidance preventing your wedding proceeding in its original form due the following options of transfer would apply.
- 16.1The booking will remain booked into the system on the original date.
- 16.2We will contact you at least one month prior to the date to agree a transfer to a new date within 12 months of the original date.
- 16.3All deposits and balances will be transferred to the new date.
- 16.4 Should the booking transfer to a different season or weekend/weekday the package price will be adjusted to our current rate for that period.
- 16.5 A package downgrade would be subject to a surcharge equal to the difference in price of the original package booked.
- 16.6 An administration fee of £250 is due on transfer, however this fee will be waived if 80% of the original full schedule balance is paid on re-booking.
- 16.7 The final 20% balance will be due one month prior to new date.
- 16.8 All transferred weddings will be required to sign prevailing terms & conditions.
- 16.9 If Weald Golf Course Ltd cancels your event booking due to government covid-19 restrictions being in place, at the time of your event, a full refund will be offered.

 ${\it Please sign and date to confirm your agreement to the above Weald Golf Course Ltd Event Terms~\& Conditions: \\$

Event Date:
On behalf client:
Print Name:
Signature:
Date:
On behalf Weald Golf Course Ltd
Print Name:
Signature