

Standard Terms & Conditions of Trade Relating to Conferences, Banquets & Functions

1. Interpretation

1.1 In these terms and conditions, the following words shall have the following meanings:-

“The Client” shall mean the party who contracts pursuant to these Terms & Conditions with the hotel for the provision of services relating to the event. Where the client as described thus far is an intermediary body or agency, the party for which they are acting shall be deemed to have also accepted these Terms & Conditions for the provision of services relating to the event;

“a Contract Form” shall mean a form in the style attached to these Terms and Conditions containing the details of the event in relation to a particular client, which details shall be incorporated into these Terms and Conditions in relation to the agreement between the hotel and the client;

“the Event” shall mean the conference, banquet, function, reservation or letting provided by the hotel for the client pursuant to these Terms and Conditions;

“the Hotel” shall mean The Park Hotel, Kilmarnock Football Club, Ayrshire Conference & Banqueting Centre and it's subsidiary and associated undertakings;

“the Price” shall mean the sum payable by the client to the hotel in respect of the provision of goods and services pursuant to these Terms and Conditions;

“Terms and Conditions” shall mean the terms and conditions set out herein;

“Total Price” shall mean the total price for which the hotel could reasonably have expected to invoice the client for, and any sum for which the hotel could reasonably have expected to have made from attendees in relation to a cancelled event, taking account of adjustments made to the price in terms of clauses 3 and 10 of these Terms and Conditions, and where part of a price remains unquantifiable at the date of cancellation making a reasonable estimation based on previous events (whether involving the client in question or not) of a similar type and size;

“Working Days” shall mean Monday, Tuesday, Wednesday, Thursday or Friday, whether or not any of these days fall on a bank holiday;

2. The Contract

Upon receiving an enquiry in relation to the proposed event, the hotel shall complete a contract form setting out the relevant details of the proposed event, together with a copy of these Terms and Conditions which will be sent to the client. The contract form shall form specify the last date upon which the client shall be obliged to return the contract form, duly signed by or on behalf of the client, but otherwise unamended. The date of receipt shall be deemed to be 48 hours after the date of postmark on the envelope containing the contract form. The contract between the hotel and the client in relation to the event specified in the contract form shall be concluded upon the Terms and Conditions contained herein upon receipt by the hotel of the contract form. In the event that the contract form is not received by the hotel on or before the date specified on the contract form, the hotel shall have a discretion as to whether to issue another contract form in relation to the proposed event.

3. Payment

3.1 Subject to the following provisions of this clause 3 and clause 10, the price so far as quantifiable shall be specified on the contract form in relation to the event. The hotel shall issue invoice(s) for the price in relation to the event to the client as follows:-

3.1.1 Where credit is not being advanced, a non-refundable deposit will be required, the amount of which shall at the discretion of the hotel and will be advised to the client in the contract form and will normally be no less than 10% of the total quantifiable amount known to the hotel at that date. The deposit should accompany the contract form.

3.1.2 Where credit is not being advanced, two weeks prior to the date of the event, an invoice for the total quantifiable amount known to the hotel at that date;

3.1.3 In the period following the event, an invoice for all sums unascertainable as at the date of the invoice above in 3.1.2 but now ascertained or, where credit has been advanced, the full value of the event.

Where credit has not been extended, payment is due within seven days of receipt of the invoice or seven days prior to the date of the event, whichever is the earlier. Where credit has been extended, payment is due to be made by the client within 30 days of any invoice date. The price may be varied by the hotel in terms of clause 10.

3.2 The price specified in the contract form will reflect the total quantifiable amount known and to be charged by the hotel as at the date of invoice. The hotel reserves the right in terms of 3.1.3 above to invoice the client to make payment to the hotel for any further items provided by the hotel in relation to the event which may be either unknown or unquantifiable as at the date of the previous invoice or for future sums due in terms of clause 10.

3.3 Variations to the payment or any other terms contained within these Terms and Conditions may be made between the hotel and client by agreement in writing signed by both parties.

3.4 In the event that any payment is not made by a client within 30 days of the date the invoice, the hotel shall be entitled to charge interest at the rate of 8% per annum above the base lending rate from time to time of the Bank of Scotland on the amount outstanding from the date on which the invoice in question was due for payment.

3.5 Any queries in relation to an invoice should be raised with the hotel before the date for payment specified in the invoice, whereupon the client shall be required to make immediate payment for the amount specified in the invoice unless the hotel has agreed otherwise in writing.

3.6 The hotel reserves the right to withdraw credit facilities in relation to any client without further explanation.

4. Variation of Numbers Attending the Event

4.1 The client shall be obliged to provide confirmation of the number of attendees at the event when requested to do so by the hotel and, in any case, not less than 14 days before the event. In the event that the client desires to increase the number of attendees from the number specified in the contract form, no variation shall be made unless such variation is agreed by the hotel in writing prior to the event. Any increase in the number of attendees shall be entirely at the discretion of the hotel and the hotel reserves the right to refuse entry to any individuals attending the event in excess of the number specified on the contract form. In the event that there is a reduction in numbers attending the event from those specified in the contract form, the hotel reserves the right to invoice the client for the number of individuals specified in the contract form.

5. Use of the Hotel

5.1 The client acknowledges that the Hotel is obliged to comply with certain statutory and common law obligations including without prejudice to the generality of the foregoing, liquor licensing, fire regulation and Health and Safety regulations. The client agrees to ensure that all attendees of the event comply with any requirements as necessary in terms of such legal obligations as may be directed by staff of the hotel.

5.2 All food and drink consumed at the event, on hotel premises must be supplied only by the hotel or it's authorized agents.

Without prejudice to the foregoing generality this also includes the consumption of prizes won at any event, and the hotel shall not be liable for any loss or consequence arising from breach of this term by any individual attending the event. The only exception to this clause 5.2 shall be wedding cakes, but the hotel shall bear no liability for loss or damage arising from the storage or consumption of a wedding cake on the hotel premises which has not been supplied by the hotel.

5.3 The client shall be responsible for ensuring that attendees of the event shall not act in an improper or disorderly manner. The client shall ensure that all attendees of the event promptly at the appropriate time and comply with the reasonable demands of the staff of the hotel. The client agrees to indemnify the hotel upon a demand for all sums incurred by the hotel (including legal fees reasonably incurred) which may arise as a result of a breach of this condition.

5.4 The hotel reserves the right to refuse admission to any attendee of an event or to require an attendee to leave the event if in the sole opinion of the hotel, that persons conduct appears to be inappropriate. The hotel will be entitled to use reasonable force to enforce such discretion.

5.5 In accordance with the Hotel Proprietors' Act 1956, the Hotel will not accept any responsibility for any items of personal property of the client or attendees at any event which are left unattended at the hotel premises whether overnight or otherwise, including but not limited to wedding presents. All items of property are left entirely at the owners risk, although on request and subject to availability, the hotel will endeavor to provide storage to accommodate the client. In such circumstances, the hotel will not assume custody or control of such articles, which remain on hotel premises at the owners risk.

5.6 The hotel will accept no responsibility for any damage or loss arising from the acts or omissions of attendees at any other event on the hotel premises.

6. Cancellation of Events

6.1 By the Hotel:

The hotel shall be entitled at their sole discretion to cancel the event upon notice to the client of the occurrence of one or more of the following circumstances:-

6.1.1 The closure of the hotel premises or any part thereof, due to circumstances outwith the control of the hotel;

6.1.2 The insolvency of the client

6.1.3 Where arrears of payment of any amount due to the hotel by the client in relation to the event or any other event organised by that client at the hotel premises are outstanding for more than 30 days.

6.1.4 The occurrence of any other circumstances which in the sole opinion of the hotel would lead to either the reputation of the hotel being damaged or damage being caused to the property of the hotel;

6.1.5 The scheduling or rescheduling of a football fixture which in the sole opinion of the hotel may require any or all other events to be cancelled. In the event of a cancellation under this clause 6.1.5, the hotel will endeavour in the first instance to accommodate the client on an alternative date or alternatively source another venue of equal or better standard in the sole opinion of the hotel.

6.2 In the event of a cancellation in terms of clause 6.1, the hotel will refund any advance to payments made by the client, less any costs incurred by the hotel in the organization of the event. The hotel shall not have any further liability to the client.

6.3 By the Client:-

6.3.1 In the event that the client cancels an event 12 weeks or less before the specified date of the event on the contract form, the hotel reserves the right to impose the following cancellation charges:

Cancellation less than 14 days before date of the event — 90% of the total booking value

Cancellation between 4 weeks and 14 days before date of the event — 70% of the total booking value

Cancellation between 6 weeks and 4 weeks before date of the event — 30% of the total booking value
Cancellation between 12 weeks and 6 weeks before date of the event — 10% of the total booking value or prepaid non-refundable deposit, whichever is the greater.

All intimations of cancellation must be made in writing to the hotel and will be effective on the date of actual receipt by the hotel. The hotel itself will endeavor to mitigate any losses incurred by it as a result of the cancellation of the event by the client by taking appropriate steps, which to the hotel's sole discretion will mitigate any loss. The client shall be liable to indemnify the hotel upon demand for all reasonable expenses incurred by it as a result of the cancellation of the event.

7. Access Time

Reservation of function rooms within the Hotel, which are confirmed by the Hotel shall in all cases, limit access to the room in question to the period specified in the Contract Form. The Hotel reserves the right to clear the function room in order to fulfil any other obligation, out with the times booked, and to charge an additional rate if the room is not vacated by the agreed time.

8. General

8.1 The Client shall be liable for any loss or damage caused, either to the property of the Hotel, it's patrons or any other item of property within the Hotel Premises whether in the ownership of the Hotel or not, by the Client or attendees and the Event.

8.2 The Hotel will take reasonable steps to fulfil its obligations in respect of any Event, in accordance with the details set out in the Contract Form, to the best of it's ability, but it reserves the right to the provide alternative service of an equivalent standard (whether at the Hotel Premises or elsewhere) at no additional cost to the Client.

8.3 The Client agrees to notify the Hotel in writing as soon as possible (and in any event within 7 days of the Event) of any dissatisfaction in relation to the goods and services provided by the Hotel in relation to the Event, and if possible to put the Hotel in a position to remedy the problem at the Event.

9. Force Majeure

9.1 The Hotel reserves the right to cancel its agreement with the Client or to limit its compliance in any way with its obligations as set out in the Contract Form to the extent that it is prevented or delayed in the carrying out of its obligations due to circumstances beyond its reasonable control including without limitations, accident or breakdown of plant and machinery, acts of god, compliance with any law of governmental order, rule, regulation or direction, war or national emergency, riot, civil commotion, an act or threatened act of terrorism, fire explosion, flood, epidemic, non-compliance by any sub-contractor or strikes of failure of any service any of which circumstances shall mean “Force Majeure” in these Terms and Conditions.

9.2 If the Hotel is prevented or delayed in the performance of its obligations hereunder by reason of Force Majeure, it shall forthwith serve notice in writing on that effect to the Client specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to the service of such notice have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuance of such events.

9.3 In the event of the Hotel claiming to be prevented or delayed in performance of its obligations under these Terms and Conditions by reason of Force Majeure, it should use its reasonable endeavours to bring the Force Majeure event to a closer or to find a solution by which the agreement with the Client may be performed despite the continuance of the Force Majeure event.

10. Prices

10.1 The Hotel reserves the right to review its annual prices from time to time and to alter prices without notice. In the event that a price change is applied to a confirmed booking, the Client shall not be entitled to terminate the contract provided such increase is in line with inflation and does not exceed 10% Price specified in the Contract Form.

10.2 The Hotel reserves the right to add any new or additional tax or levy imposed by lawful authority to the Price which was not known of by the Hotel at the time the Contract Form was signed.

11. Governing Law

These Terms and Conditions shall be governed by Scots Law at the parties hereto submit to the non-exclusive jurisdiction of the Scottish Courts.