

TERMS AND CONDITIONS

Please read the following terms and conditions carefully as they will form the basis of the contract for booking Hilton Hall, Wolverhampton. These terms and conditions should be read in conjunction with the guidance for booking as that document also forms part of the contract. You should only sign the Confirmation of Booking Form if these terms and conditions and the guidance for booking are acceptable to you.

1. Hire

1.1 This contract should not be booked until the client has signed the Booking Form and paid to the management of Hilton Hall a booking fee of £3000.00 if taking out a self catered contract, in cleared funds or 50% of the total contract at the discretion of your event manager. By paying the booking fee, you are agreeing to, in full, the above contract and terms and conditions within.

1.2 The signature on the Booking Form of the client or his/her authorised agent should be deemed as agreement to the terms and conditions set out the guidance of the booking previously provided which both form part of the contract.

1.3 Where another party enters into a joint function with the client, e.g. where a promoting organisation is also involved and has signed the contract on behalf of the client, the other party should also be deemed to accept the obligations set out and should be jointly and severally liable with the client under this contract.

1.4 The client should ensure that his/her employees, agents, contractors, bands, p.a. companies, caterers, decorators and any other third parties including the guests and customers strictly observe and perform the terms and conditions of this contract and the guidance for booking at Hilton Hall.

2. Hire Fee

2.1 The client should pay the balance of the hire fee, equipment hire and additional charges in full to Hilton Hall two calendar months prior to the event date.

2.2 For Self Catered Contracts, the client must liaise directly with the caterer for final numbers of guests and food service timings. The chosen caterers are not permitted under any circumstances to provide disposable cutlery, or crockery. It is the caterers responsibility to provide full Public Liability Certification and Food Hygiene Certification at least one calendar month prior to the event date. Failure to do so may result in the caterer being denied access to Hilton Hall for the Event.

2.3 Hilton Hall may charge the client for any expense incurred by themselves for additional security arrangements that the management of Hilton Hall deem necessary for the type of function.

2.4 Hilton Hall does not permit the use of the following special effects such as Indoor or Outdoor fireworks, confetti bombs or cannons, party poppers and silly string. If this condition is not complied with Hilton Hall will charge the client £1000.00.

2.5 Hilton Hall does not permit the use of real flame candles.

2.6 Damages deposit of £2000.00 will be taken prior to your event. Providing there is no damage caused, fireworks or confetti bombs or cannons, and all of the company policies adhered to, this value will be refunded back to the client after the event.

3. Use

3.1 The premises should not be used by the client for any other purpose other than as a venue for the event and only during the event hours.

3.2 Hilton Hall and its employees, agents or authorised personnel should have access to all areas of the premises at all times.

3.3 The client should maintain good order at the premises on the event date and should not at any time do or permit any act or engage in any conduct which may, in the option of the management of Hilton Hall, adversely affect the security of the customers or the premises or business of Hilton Hall

3.4 The client should at the end of the event leave the premises in the same order as they were found immediately making good any damage and loss caused to Hilton Hall

3.5 The client should not cause any obstruction or block any fire exit or remove or tamper with any fire safety appliances.

3.6 No additional alterations or extensions from electrical appliances should be permitted without the previous written consent from Hilton Hall.

3.7 Any equipment or property on the premises belonging to the client, the client employees, agents, bands, p.a. companies, decorators, guests, customers and any other third parties is strictly at their own risk and must be removed at the end of the event. Hilton Hall will not accept any liability for any loss or damage of any equipment or property however or by whomever such loss or damage may be caused.

4. Displays

4.1 No decorations, flags, banners or advertisements etc should be displayed on or outside the premises without the previous written consent of Hilton Hall which must

be obtained at least 14 days prior to the display or transmission. Any items so displayed will be immediately be removed if required to do so by Hilton Hall for any reason.

5. Licences

5.1 All conditions attached to Hilton Hall Liquor Licence, Hours Certificate, public Entertainment Licence and any other licence that Hilton Hall may hold should be duty observed by the client. The client should be deemed to have had notice of all such conditions and copies may be seen on application to the management of Hilton Hall.

5.2 The client should comply in all respects with the conditions, requirements and regulations of the local authority, local licensing authority and fire authority and all laws which may relate to the event or the premises and should not cause or permit any act or behaviour which would or might constitute a breach of any statutory provision, order or requirement.

6. Cancellations

6.1 If the client cancels this contact for any reason, he/she will lose the booking fee in full

6.2 In respect of a cancellation more than six calendar months before the event date, the client should pay to Hilton Hall within 7 days of Hilton Hall's demand, 25% of the fee.

6.3 In respect of a cancellation between three and six calendar months before the event date, the client should pay to Hilton Hall within 7 days of Hilton Hall's demand, 50% of the fee.

6.4 In respect of a cancellation of less than three calendar months before the event date, the client should pay Hilton Hall within 7 days of Hilton Hall's demand. 100% of the fee.

6.5 Hilton Hall Events reserve the right to cancel the booking if:

1) Any part of Hilton Hall is closed or unavailable because of any event beyond our control.

2) If the client has failed to pay the full amount to Hilton Hall, as stated in the most recently received invoice.

3) The booking may, in the reasonable opinion of Hilton Hall, damage the reputation of Hilton Hall. If this unfortunate situation was to occur, Hilton Hall will not be responsible for any consequential or third party losses.

7. Disclaimer

7.1 Hilton Hall will not be liable for the death or injury to any persons or damage to any property or any losses, claims, demands, actions, proceedings, damages, cost or expenses or any other liabilities incurred by the client or the client employees, agents, contractors, bands, p.a. companies, caterers, decorators, guests, customers or any other third parties in the exercise of this contract save for any death or injury caused by the negligence of Hilton Hall.

7.2 Hilton Hall will not be deemed to be in breach of this contract or otherwise liable to the Client in the event of the performance being rendered wholly or partially impossible due to circumstances beyond Hilton Hall's reasonable control including, without limitation any act of God, any damage by fire, industrial action, inclement, weather, flood, lightening, electrical or mechanical failure, gas failure, omission by Government or local authorities or other competent authority, the act or omission of any party for whom the company is not responsible.

7.3 Hilton Hall is not responsible for the quality of the performance or times of performance of any contractors, sub-contractors or third parties employed by the client or the company for the event.

8. General

8.1 The benefit of this contract is personal to the Client and the Client can assign or transfer the rights or obligations under this contract to any other party.

8.2 Failure by the company to enforce at anytime or for any period anyone or more of the terms and conditions of this contract should not be a waiver of them or of the right at anytime subsequently to enforce all the terms and conditions of this contract.

8.3 No amendment, alterations or variations to this contract will be valid unless agreed in writing by the company.

8.4 All notices given by either party shall be in writing and will be sufficiently served if delivered by hand or sent by post or facsimile transmission to the other party at the address set out on the Booking Form.

8.5 The Client's address for service will be at: Hilton Hall, Hilton Lane, Wolverhampton, West Midlands, WV11 2BQ

8.6 The Heading in these terms and conditions and in the guidance for booking is for convenience only and will not affect their interpretation.

8.7 This contract replaces any other preceding agreement, whether written or verbal, between the parties.

8.8 The contract will be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the non-exclusive jurisdiction of the English Courts.

8.9 The management reserve the right to refuse entry.

8.10 Any images taken during the event can be used by Hilton Hall for use on Social Media, Websites and future marketing.