



Suffolk Hospitality LTD (#15719711) t/a The Suffolk Hotel

The Suffolk Hotel, 9 High Street, Haverhill, Suffolk, CB98 AA

General Terms & Conditions for Events & Functions (from 31/10/24)

These terms apply to all events, conferences, and weddings (events) held on our premises, whether booked through our websites, through us directly, or through a third-party booking agent. These terms will refer to individuals and businesses booking events as you or your throughout.

We are Suffolk Hospitality LTD (#15719711), and our registered address is Cannon House, 70 High Street, Haverhill, Suffolk, CB9 8AR. Throughout these terms and conditions we will refer to ourselves as we, our, or us, interchangeably. If you have any questions about their meaning or how they affect you, please contact bookings@suffolkhotel.co.uk. Please see our Privacy Policy which explains how any personal data relating to you and any guests will be collected and handled by us.

OUR FACILITIES

1.1. Pictures of the events facilities on our websites are for illustrative purposes only; our rooms may vary in decoration and layout to the pictures on our websites.

1.2. Our hotel can offer modified facilities for use by guests with disabilities. As needs do vary, please contact us in advance of your booking at the hotel bookings@suffolkhotel.co.uk to discuss your requirements. We are committed to improving accessibility for all guests.

1.3. Pets are permitted at events held on our premises, including guide and hearing dogs. You are responsible for your pets, and we may charge you for any damage or injury caused by them.

1.4. Children under 16 must always be accompanied by a responsible adult and may be excluded from certain areas of our hotel.

1.5. Parking at our hotel is subject to availability and we cannot guarantee you or any of your guests a space. Where spaces are available, they are free of charge. Pay & display parking can be found adjacent to the hotel (*Swan Lane*), these spots are payable, and responsibility falls on the vehicle owner to pay the correct amount.

1.6. Where internet facilities are available at our hotels, they are provided by third-party providers. We are not responsible for the quality of the connection. Our internet is not to be used for any illegal or fraudulent purpose.



ACCOMMODATION

2.1 Accommodation bookings are subject to our Hotel Terms and Conditions. You can find these at www.suffolkhotel.co.uk

BOOKING AND PAYMENT FOR EVENTS

3.1. You must be at least 18 years old to book an event with us.

3.2. Our acceptance of your Booking will take place when we notify you in writing (including via a confirmatory email) that we have accepted your Booking, at which point a contract will come into existence between you and us.

3.3. If we are unable to accept your Booking, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not plan for, because the venue is closing for re-branding or refurbishment, or because we have identified an error in the price or description of the services.

3.4. All events bookings are subject to a deposit unless we agree otherwise.

3.5. Bookings for events must be based on a minimum of attendees, as agreed upon booking. We must be notified of the intended number of attendees at the time of booking; the final number must be confirmed at least 14 days before the event. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary because of your requested change and ask you to confirm whether you wish to go ahead with the change.

3.6. You will be asked to pay an event fee based on the number of attendees notified to us at the time of booking, less your deposit. The event fee will not be less than the specified minimum charge that we will notify you of at the time of your booking, irrespective of any cancellations.

The event fee is to be paid according to the following schedule:

- Time before event Fee Up to 28 days prior to event 50% of event fee
- Up to 14 days prior to event Remaining 50% of event fee

3.6.1 We may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue



daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

If you think the invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

3.7. If the number of attendees increases from the final number of attendees confirmed by you at least 14 days prior to the event, we reserve the right to charge you for the additional attendees at full price. You may not invite more guests to our venue than the lower of (a) *the maximum number specified in the Booking confirmation* and (b) *the maximum number of people permitted to be in the venue by the Licensing Restrictions*. We may refuse entry or request that you or your guests leave our venue.

3.8. If the number of attendees confirmed by you decreases less than 14 days prior to the event, we reserve the right to charge 50% of the full price-per-head, per cancelled attendee. If the number decreases less than 3 days prior to the event, we reserve the right to charge 90% of the full price per head, per cancelled attendee. In all other cases, we will refund you in full for cancelled attendees (subject to the minimum charge notified to you).

3.9. We reserve the right to alter any unpaid fees, to reflect a change in national VAT rates, or for reasons that are beyond our control. You will be notified of these changes.

3.10. We accept Visa, Mastercard, American Express, and Cash to make a booking, and reserve the right to request prior authorisation of your card before you arrive. We do not accept cheques. Credit card payments will take at least one working day to process.

3.11. We may implement minor changes the services/bookings:

(a) to reflect changes in relevant laws and regulatory requirements; or

(b) to implement minor technical adjustments and improvements, for example to address a security threat.

3.12. If We end the contract due to situations reflected in 4.6, 4.8 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract (which will ordinarily include (but not be limited to) retention of any deposit paid). If we cancel due to Force Majure, you will be entitled to a full refund for all amounts paid in advance. We will not be liable for any other losses arising from any event outside our reasonable control.

3.13. We may write to tell you that we will stop providing the services. We will let you know at least 14 days in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided. We may also need to stop providing the services for example if the venue is closed for refurbishment, or because it has re-branded and no longer provides services of the type set out in your Booking (*and in these circumstances we will use reasonable endeavors to transfer your Booking to another local venue within our group, with your consent*).

3.14. If we accept and process your Booking where a pricing error is obvious and unmistakable and could have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.

EVENTS

4.1. All events will begin and end at times agreed with us at the time of booking. If the event runs over the agreed times, you agree to compensate us for any reasonable costs incurred, including additional staffing time.

4.2. We must be notified of the details of any third-party contractors hired by you for the event no later than 28 days prior to the event. You will provide us with proof of their public liability and any electrical equipment testing insurance no later than 14 days prior to the event. We will check this information with our health and safety officer and ask you to sign a disclaimer where we feel it is appropriate.

4.3. We reserve the right to refuse entry to third party suppliers for your event, or their equipment.

4.4. Buffets provided by us will be left out for approximately 2 hours at ambient room temperatures. After this time, the food will be disposed of.

4.5. Guests under 18 are not allowed to drink alcohol on our premises. We reserve the right to ask guests for proof of age, and to remove alcohol from any guest who cannot prove that they are over 18.

4.6. If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. If we do this, we will not be liable for event delays, but if there is a risk of a substantial delay, you may contact us to end the contract and receive a refund for any services you have paid for but not received. Events outside our control will also include any closure of the venue for refurbishment or re-branding, or a commercial decision to no



longer provide the kinds of services you ordered at the venue (but we will give you reasonable notice should we need to end the contract on these grounds).

4.7. We may need certain information from you so that we can provide the services to you, for example guest numbers, dietary requirements, and details about any Entertainer(s) you may wish to use as part of your Booking. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

4.8. We may have to suspend the services to:

- (a) deal with technical problems or make minor technical changes.
- (b) update the services to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the services as requested by you or notified by us to you.

4.8.1. We may also suspend the services if you do not pay. If you do not pay us for the services when you are supposed to and you still do not make payment within one day of us reminding you that payment is due (*if payment is due prior to the event date*), we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the supply of the services. We will not suspend the services where you dispute the unpaid invoice.

4.8.2 In most cases the balance of any payment due (*after any deposit has been paid*) will be payable on the date of your event. Should you not make your final payment when requested we reserve the right to suspend the services until payment is made in cleared funds. As well as suspending the services we can also charge you interest on your overdue payments.

4.9. Certain types of entertainment or effects will not be permitted, including strobe lighting, hypnotism, striptease or other nudity, indoor pyrotechnics, or any other entertainment which may cause undue risk of injury to persons, damage to property, or



harm to our reputation. If in doubt, please discuss your proposed entertainment with your Venue Contact.

4.10. Any decorations to be used by you or the Entertainer(s) must have a certificate proving that they have been treated for surface spread of flame. You must show us the certificate before bringing the decorations into the venue. We may at our option refuse to permit the decorations to be used.

BEHAVIOUR, SMOKING, DRUGS, ALCOHOL

5.1. You and your guests must not access any areas closed to the public and marked as such. These areas may present a health and safety risk.

5.2. You accept that we will judge acceptable behaviour and levels of noise in our hotels. We reserve the right to take appropriate action against disruptive behaviour, which may include the removal of any visitors from the premises. Do not disrupt the enjoyment of the other guests or our hotel.

5.3. You agree not to exceed the maximum occupancy for the room you have booked. We reserve the right to stop your event or ask for any number of visitors exceeding the maximum occupancy to leave the premises.

5.4. We operate a no-smoking policy (this includes vaping). We reserve the right to charge a £100 fee to cover cleaning and disruption should you smoke on our premises. Drugs are forbidden on our premises. Anyone found in possession will be immediately removed from the premises and reported to the police, without refund.

5.5. No alcohol may be brought onto our premises without our prior agreement. We reserve the right to remove anyone doing so from our premises without a refund. Please contact us in advance bookings@suffolkhotel.co.uk if you wish to discuss bringing alcohol onto our premises. We reserve the right to charge an additional fee if we grant you permission to do so.

5.6. We reserve the right to refuse entry or to remove you from the premises if management judges you to be under the influence of drink or drugs, or inappropriately dressed.

CANCELLATION AND YOUR RIGHTS TO END THE CONTRACT

6.1. Cancellation of an event booking will result in the following cancellation fees

- Time before arrival % of Initial Payment cancellation fee
- Up to 28 days before the event 25%



- Up to 14 days before the event 50%
- Less than 14 days before event 100%

6.2. Should you wish to discuss bespoke accommodation and payment package, please contact us at bookings@suffolkhotel.co.uk.

6.3. We may cancel a booking if you do not pay for the event in full prior to the event. If we cancel a booking in these circumstances, we may charge you for reasonable compensation for the net costs we have incurred because of you breaking the contract less the amount of your deposit.

6.4. You may contact us at any time to end the contract for the services, but in some circumstances, we may charge you certain sums for doing so, as described below. If you are ending the contract for a reason set out at (a) to (b) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided.

The relevant reasons are:

(a) there is a risk the services may be significantly delayed because of events outside our control; or

(b) you have a legal right to end the contract because of something we have done wrong.

6.5. If you are not ending the contract for another reason, you may end the contract at any point up to 28 days prior to the start time of your Booking. The contract will end immediately but (where you cancel the Booking during the last 28 days prior to your Booking Start time) we may charge you reasonable compensation for the net costs we will incur, usually (but not limited to) any deposits paid.

LIABILITY

7.1. We do not accept liability for the loss of or damage to any personal property kept on our premises (including in any car park belonging to us). Whilst we will use our reasonable endeavours to maintain the security of our premises, it is your responsibility to ensure that you have suitable insurance in place. You will report any loss of, or damage to, your property to reception immediately.

7.2. You accept responsibility and we may charge you for any damage caused to our property and equipment by you or your guests, and you authorise us to charge your debit or credit card to charge you for it.

7.3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

7.4. We are not liable for business losses. We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.5 Our liability in the event of any breach of these terms by us will be limited to (1) *the total fee paid by you at the date of any such breach if you booked the event as a business, or* (2) *the amount of damage or loss you suffer as a foreseeable result of our breach (being any loss or damage that is obvious that it will happen or, at the time of making your booking, both we and you knew it might happen and discussed this)* if you booked the event as a consumer.

DISCRIMINATION

8.1. We do not discriminate on grounds of race, sex, religion, nationality, marital status, age, ethnicity, or disability. Our staff are expected to adhere to our policy of non-discrimination.

COMPLAINTS AND DISPUTES

9.1. Should you have any complaints regarding your stay, please contact the duty manager, reception, or email us at bookings@suffolkhotel.co.uk and mark your email for the attention of the general manager. We aim to deal with all complaints as quickly as possible.

9.2. If you booked the event as a consumer and you are not happy with how we have handled any complaint, you may want to consider alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to ADR Group. If you are not satisfied with the outcome, you can still bring legal

proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

9.3. These terms are governed by English law. If you booked the event as a business, you agree to submit to the jurisdiction of the courts of England and Wales exclusively. If you booked the event as a consumer, you can bring legal proceedings in the English courts; if you live in Scotland, the Scottish or English courts; or if you live in Northern Ireland, the Northern Irish or English courts.

OTHER IMPORTANT TERMS

10.1. Your rights as a consumer: If you booked an event as a consumer (i.e. for non-business purposes), you have certain rights under consumer protection law. Nothing in these terms is intended to affect those rights.

10.2. We may transfer this agreement to someone else: We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

10.3. You need our consent to transfer your rights to someone else: You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

10.4. Nobody else has any rights under this contract: This agreement is between you and us. No other person shall have any right to enforce any of its terms.

10.5. If a court finds part of this contract illegal, the rest will continue in force: Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

HELPFUL INFORMATION & PERSONAL DATA

11.1. We will use the personal information you provide to us to:

- (a) provide the services.

- (b) process your payment for such services; and

- (c) if you agree to this during the Booking process, to inform you about similar services that we provide, but you may stop receiving these communications at any time by contacting us.

11.2. We will only give your personal information to other third parties where the law either requires or allows us to do so.

11.3. This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

(a). You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill or get some money back if we cannot fix it.

(b). If you have not agreed a price beforehand, what you are asked to pay must be reasonable.

(c). If you have not agreed a time beforehand, it must be carried out within a reasonable time.