

FINES BAYLIWICK - TERMS AND CONDITIONS

The Contract

“Contract” means the written agreement between you and Fines Bayliwick for a booking, which is subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever).

Any variation to these Conditions shall have no effect unless expressly agreed in writing, refers specifically to the Contract and is executed by a duly authorised representative of Fines Bayliwick.

“Booking Form” means the document containing all the details of the meeting room(s) and services required by you. In the event of a conflict between the Booking Form and these Conditions, the provisions of the Booking Form shall take precedence.

Any quotation or estimate made by Fines Bayliwick is given subject to these Conditions. Without prejudice to Fines Bayliwick’ right not to accept a Contract signed by you, quotations and estimates will be valid for [7] days from date of issue.

Each Contract returned signed by you shall be deemed an offer by you to purchase use of meeting rooms and associated facilities and services from Fines Bayliwick subject to these Conditions.

No booking is confirmed until the relevant Contract, confirmed by email by the Client, is countersigned on behalf of Fines Bayliwick and dated as acceptance of the Client’s offer.

Service provided by Fines Bayliwick

Room Bookings can be taken from 0900–1800hrs Monday to Friday via telephone +44 1344 860126 or by emailing enquiry@finesbayliwick.com. Further information on room reservations can be found on the website www.finesbayliwick.com

Use of the Fines Bayliwick meeting rooms are permitted between the hours of 09:00hrs - 1800hrs. If you require a room at a specific time outside these hours there will be a further charge agreed with you and we will do all that is reasonable to comply with your request.

If the booking overruns the allocated time, additional charges will be incurred at an hourly rate of £39.95 +vat. Fines Bayliwick will

Alterations to the Booking

If you wish to amend your booking (eg. change the date or times of the room hire) Fines Bayliwick will use reasonable endeavours to comply with your request, however we cannot guarantee that this request will be honoured.

Changes may require further payment which Fines Bayliwick shall agree with you as a variation to the Contract.

Cancellations

Should a cancellation be made up to 14 clear working days prior to the event then a full refund will be given. For cancellations that are made less than 14 days prior to the event 70% of the total charge will be incurred. For cancellations that are made less than 7 days prior to the event 100% of the total charge will be incurred.

Should you reduce your number of day delegates within 7 clear work days prior to the event below the minimum day delegate capacity for your room booking your booking will revert to the standard room only rate.

Fines Bayliwick reserves the right to pass on all charges incurred for food purchased at your request Fines Bayliwick reserves the right to pass on all charges incurred for the hiring in of additional AV equipment at your request.

Cancellations will only be accepted in writing to:- Fines Bayliwick, or via email to enquiry@finesbayliwick.com

Fines Bayliwick reserves the right to cancel bookings due to circumstances out of the control of Fines Bayliwick, including without limitation a power or hardware failure, or a failure of a third party provider. A full refund will be given and we will use reasonable endeavours to source alternative accommodation of a similar standard.

Fines Bayliwick may cancel the Contract:

- a) if the booking might prejudice the reputation of Fines Bayliwick;
- b) if Fines Bayliwick becomes aware of any deterioration in your financial situation such that Fines Bayliwick reasonably considers you may not be able to fulfil its material obligations under the Contract; or
- c) you fail to pay any sum when due.

Damages & Breakages

Use of Equipment

Training will be given for the use of the equipment supplied within the meeting room offer. Additional AV Equipment can be hired at your request from a third party provider selected by Fines Bayliwick. Additional charges will apply.

Advertising

No advertising board or bill or other device for advertising may be placed or posted on or near the permanent walls or fixtures of the premises either inside or outside, except with the prior sanction of the Hotel Manager or officer acting on his behalf.

Smoking

The Hirer shall not permit smoking in the Meeting Rooms.

Outside Services

The prior written consent of Fines Bayliwick must be obtained for any catering entertainment or other services contracted by you, all of which must comply with all legal requirements and requests of Fines Bayliwick. You may not use any external audio visual suppliers which we have not recommended. You shall ensure that all suppliers comply with all laws, the health, safety and security policies and procedures of Fines Bayliwick and you shall indemnify Fines Bayliwick for any loss or damage caused to Fines Bayliwick or any third party resulting from the acts or omissions of such third party providers.

Data Protection

Please note that all personal and financial data we hold is handled in accordance with the Data Protection Act 1998.

Liability

Fines Bayliwick does not accept responsibility for the loss or damage of the personal property of guests/delegates using the facilities of Fines Bayliwick

Fines Bayliwick shall not be liable, whether in contract, tort (including negligence) or otherwise for any indirect loss however arising.

In no event will Fines Bayliwick liability for any loss or damage in

use reasonable endeavours to assist in the request to extend the hire period, however this will depend on the availability at the time of the request.

Standard Hire Periods:- Full Day 0900hrs –1800hrs,

Half Day 0830hrs –1300hrs or 1400hrs-1800 hrs.

All consumables supplied are subject to change without notice. However, we will use reasonable endeavours to substitute consumables with an equivalent standard. Any food requested over and above our standard offer will be charged per delegate at an agreed rate at the time of booking.

Breakout Area

Please be aware that the Breakout Area is primarily for the use of the tenants in the building, therefore seating and tables may not be available at all times.

Reservations/Payments

The price for the reservation and any associated services shall be calculated by reference to the price and duration stated on the Booking Form and does not include VAT.

To secure the booking full payment must be received no less than 14 working days prior to the booking along with a email confirmation of Terms and Conditions.

In the event such payment is not received, we reserve the right to cancel the booking and terminate the Contract with no liability to you.

Where payment is due for services which are charged per delegate, the amount received shall be deemed confirmation of the final number of delegates requiring those services.

If you do not use the Meeting rooms for the full duration of the booking you will be charged for the full duration of the booking and all services requested. No refunds will be given.

If any damage or breakages occur, Fines Bayliwick reserves the right to make a reasonable charge for the repair or replacement of damaged or broken items. If any meeting room is damaged to the point that it is rendered unfit for use, you will be obliged to pay compensation to Fines Bayliwick for the lost revenues whilst the room is out of use plus the cost of repair and replacement at the current market value.

Nuisance

Delegates are expected to behave in a reasonable manner to allow other Fines Bayliwick users to have uninterrupted access/usage. Fines Bayliwick reserves the right to eject or exclude any delegate which Fines Bayliwick considers to be objectionable.

Internet Usage

Fines Bayliwick will not accept responsibility for any virus following the use of the internet and we recommend that if utilising your own equipment that sufficient software protection is installed.

Fines Bayliwick will endeavour to ensure uninterrupted access to the internet at all times. Fines Bayliwick cannot guarantee that access to the internet will be uninterrupted through either a component/hardware fault or by the service provider. During the hiring of the meeting rooms, delegates agree to use the wireless broadband internet facility in a responsible manner and not for illegal purposes or those which may cause offence, for example pornographic site, extremist sites etc. Fines Bayliwick reserves the right to pass on any records to the authorities if requested to do so.

Telephone/Fax/Photocopier

National and International calls are charged at the current rate charged by BT. Use of a fax and photocopier is available upon request.

contract or tort (including negligence) or howsoever otherwise arising, exceed 150% of the total amount paid by you under the Contract.

Nothing in these Conditions shall exclude or restrict either party's liability in respect of death or personal injury resulting from its negligence, or for fraudulent misrepresentation.

General

Governing Law and Jurisdiction

The Contract shall be governed by and construed in all respects in accordance with the laws of England.

Assignment

The Contract shall not be assignable by you, but may be assigned by Fines Bayliwick.

Intellectual Property

You shall not use any of Fines Bayliwick trade marks or intellectual property without the prior written consent of Fines Bayliwick.

Entire Agreement

The Contract sets out the entire agreement and understanding between you and Fines Bayliwick and shall supersede and replace all documentation previously issued by either party in relation to its subject matter.

Waiver

No waiver by Fines Bayliwick of any breach of this Contract by you shall prevent the subsequent enforcement of the Contract.

Validity

If at any time any one or more of these Conditions is held to be or becomes void or unenforceable, it shall be omitted from the Contract and the remainder of the Contract shall remain in full force and effect.