



## Terms and Conditions for Hire of The Function Room.

### Booking Terms

These booking terms ('Booking Terms') are between the person making the booking (client), and The Bowden Lodge (18 Albert Road, Southport, Merseyside, PR9 0LE). These Booking Terms are for the provision of an exclusive event held in the function room (up to a maximum of 34 guests seated at tables). Alternatively, more space is available for additional guests seated at tables (up to a total of 56), by utilising the breakfast room too. Events include wakes, birthday parties, baby showers etc and includes the provision of food and drink (menu agreed in advance), entertainment and guesthouse accommodation services. It may be possible to accommodate extra guests, for an evening event for example, (available to clients booking the entire house only), but this will involve the removal of tables from the function room to create extra space.

These Booking Terms are governed by English law and apply to all bookings. By making a booking, you are agreeing to accept and be bound by these Booking Terms.

### Overnight Accommodation

If the client wishes to book overnight accommodation, the T&Cs titled 'Group Terms and Conditions' or 'Individual Terms and Conditions' apply. A group booking constitutes a booking of more than two rooms and /or more than four adults and four children under the age of 16 years (i.e. two family rooms).

### Booking Deposit

To secure a Function Room booking, a nontransferable and nonrefundable deposit to the value of 25% of the estimated price, **including food and drink** (The total minimum price for a booking, based on the details the client provides at the time of making a booking). Deposit can be paid using a valid debit / credit card, or a bankers draft. **Regrettably we do not accept personal cheques.** We will require the deposit to clear before guaranteeing the booking.

### Damages

Additional fees of 25% of the estimated price will be required to cover damages incurred during the staging of your event. This includes breakages, spillages, stains, damage to furniture or fixtures and fittings **and must be paid at the time of booking, along with the booking deposit.** Any accidental damages should be reported as soon as possible to minimise damage and associated costs. For any items discovered damaged or missing after you depart, or for the cost of reinstating the rooms back to a lettable condition (for any period for which it is considered un-usable due to damage caused by you or your party), we reserve the right to issue an invoice for the charges to be settled if the value of the damage exceeds the value of the bond and must be settled in any event within 21 days of the end of the function. If no /few damages /losses occur, a full or partial refund will be applied.

### Remaining Balance

Payment (the outstanding 75% of the estimated price) must be paid in full, ten days prior to the scheduled event. Payment can be made using a valid debit / credit card, a bankers draft.

### Final Payment

Any discrepancy between the anticipated bill (value already paid) and the actual bill (for incidentals on the day such as additional alcohol consumed) must be settled before the client leaves the venue.

### Last Minute Bookings

Last minute bookings of the function room (fourteen days or less before the function date) are to be paid in full at the time of booking /confirmation.

### Cancellation by you

In accordance with the terms already shown above, if the client cancels the booking after the deposit has been paid but before the additional 75% is due (more than ten days prior to the scheduled event), the client is not liable for additional costs. If the client cancels the booking ten days or less before the scheduled event, the client is not liable for additional costs. **We recommend that you take out insurance which provides for cancellation cover.**

### Cancellation by us

In the unlikely event that we are forced to cancel your booking, due to circumstances beyond our control, we will attempt to offer you an alternative venue. If a suitable venue is not available (or unacceptable to you) then we will refund all monies already paid by you and confirm that you will not be liable for any further payments to us. In any circumstances where you are entitled to compensation, the limit of our liability to you arising from our breach of contract will be up to a maximum of 150% of the value of your booking.

### Prices

Any extra costs incurred during your event (products from the bar for example) will be charged at departure.

## Referral Fee

If your enquiry /booking with The Bowden Lodge was initially because of a referral by a third-party business i.e. undertaker for wakes or events service provider for celebrations, please be aware that a referral /introduction fee will be paid to the referral business.

## Menus

All our menus are available as pre-order only. We reserve the right to withdraw /change offers of published menus without notice. All menu options are subject to availability and any substitutions will be discussed prior to your booking, excluding last minute changes due to seasonal availability of produce for instance. All menu options are available as vegan, vegetarian, gluten free and dairy free alternatives. When ordering 'additions' from our menu, minimum quantities and additional charges apply.

## Amendments

Any amendments to your booking details must be made in writing and amendments made less than one month prior to your event date may not be accepted by The Bowden Lodge, although we will make every effort to facilitate your requirements. We reserve the right not to agree to your amendments if we deem them to be unreasonable, requesting a late bar licence for example when you have not requested exclusive use of the whole house.

### Transfer of the Function Date by the Client

For the transferral of a function date, £100 administration cost will be incurred, payable prior to issuing transfer confirmation.

If the client wishes to change their function date to a new date, then clauses below shall apply:

All requests for the transfer of the function date must be notified in writing to The Bowden Lodge in accordance with these terms and conditions and are subject to availability. The client must include in the request, particulars of:

The original confirmed function date that the client wishes to transfer and release; and the proposed new function date that the client wishes to book.

A request by the client to transfer the function date may only be revoked with the written consent of The Bowden Lodge and this would only be granted in extreme situations. A request by the client to transfer the function date will only be accepted and effective after The Bowden Lodge has confirmed to the client in writing that it has received the clients request (as required by these terms and conditions) to transfer the function date; and that the proposed new function date is available for booking; and that it agrees to the transfer of the function date to the new date as specified in the request from the client.

The request to transfer the function date will automatically be denied by The Bowden Lodge if the proposed date is less than 69 days hence from the request and confirmed acceptance by The Bowden Lodge of the transferral request. The Bowden Lodge commits to not unnecessarily delaying the confirmation process. If the monetary value of the transferred function is less than the value of the original booking, no partial refund to the deposit will be paid but if the monetary value of the transferred function is more than the value of the original booking, 50% of the increased value will be payable prior to transfer confirmation, in accordance with the terms of the booking deposit and interim payment, unless time restrictions permit normal practice as detailed in the 1<sup>st</sup> page of this document.

## Unexpected Events

An 'Unexpected Event' (otherwise known as a 'force majeure event') means a cause or circumstance not within the reasonable control of The Bowden Lodge (as listed below) which affects the performance of our obligations under the contract:

**Acts of God** (flood, drought, earthquake, other natural disaster, severe weather warning or adverse weather event); collapse of buildings, fire, explosion or accident.

**Terrorist attack** or civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking from diplomatic relations;

**Nuclear Attack** or chemical or biological contamination, or sonic boom.

**Interruption or failure of utility service.**

**Any law or any action taken by government** or public authority

**Epidemic or pandemic** (this includes but is not limited to COVID-19), in each case including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) or outbreak at The Bowden Lodge

### **Pandemic Occurrence**

We are committed to keeping our staff and guests safe during any pandemic occurrence. During any such outbreak we will follow the Government Guidelines and expect our guests and staff to do the same.

### **Hand Sanitisation**

There are several hand sanitisation stations around the property for guests and staff to use.

### **Servicing of Guest Bedrooms**

Rooms will be tidied once guests have vacated the room.

### **Develop Symptoms**

If you or any of your guests develop symptoms within four days prior to check-in, please follow Government guidelines. If you develop symptoms whilst staying at The Bowden Lodge, you need to inform us immediately on 07484 547340 and you and all your guests should follow Government guidelines. Please be aware that under these circumstances all staff will be prohibited from entering your room. If your stay is extended, you will be liable for the additional costs incurred.

If an Unexpected Event occurs, The Bowden Lodge will discuss its proposed steps to minimise the impact of the unexpected event and the options available to the client. These options will differ on a case-by-case basis depending on the nature of the booking and the impact of the unexpected event. If The Bowden Lodge and the client are unable to agree on a suitable option to minimise the impact of the unexpected event, the client may request (in writing) to end the contract and cancel the booking. If the booking is cancelled the Customer will be entitled to a refund of monies paid.

### **Lost Property**

Any lost property, if discovered and found, left behind by guests during their stay will be held for a period of 1 month. While we will make our best efforts to reunite lost property with their owners, we accept no responsibility in replacing lost items and encourage guests to ensure they have all their belonging before checking out. We may offer to post lost items via recorded delivery at a cost to the property owner, otherwise collection can be arranged.

### **Golf Clubs**

Golf clubs are not permitted in the guest bedrooms. Secure storage can be provided if required. Please be aware the secure storage offered is part of our private accommodation, and access is restricted from 8pm to 10pm and access is denied after 10pm until 6am the following morning.

### **Smoking**

We are a No Smoking establishment. Smoking of any products including, but not limited to cigarettes, pipes, cigars, vaping, snuff or chewing tobacco, is only allowed in the designated area (under the front porch) and is in accordance with the Health Act 2006. For individuals found smoking in prohibited areas an on the spot fine of £50.00 is mandatory.

### **Parking**

On-site parking is provided, and guests accept that they park their vehicles at their own risk. Parking is not guaranteed and is on a first come first served basis.

### **Pets**

Sorry, we do not accept pets.

### **WiFi Usage Policy**

The Internet access provided is intended for general use such as access to the world wide web, email, messaging, social media, light video / music / media streaming. It is not intended or ideally suited for heavy media streaming, online gaming, extensive downloads / uploads. Access to illegal activity or use of our network for illegal activity is not permitted and will be reported to local authorities.

### **Our Liability**

We do not accept any liability for damage to your property or injury to you (or other members of your party) whilst on our premises unless caused by the negligence of us, or our employees. This includes injury caused by equipment /tools used during onsite gardening courses or any other activity.

### **Law**

Any dispute between us will be governed by the non-exclusive law of the English Courts.

### **Your Personal Details & Privacy**

We are required to keep a register of guests over the age of 16 who stay with us, this includes full names and nationality, and/or passport numbers, place of issue, details of next destination if they are non-British, non-Irish or non-Commonwealth guests. This is in accordance with the (Immigration (Hotel records) Order 1972). These records are kept for a minimum of 12 months and in accordance with the DPA (Data Protection Act 1998) and the GDPR (General Data Protection Regulation). We will add you to our mailing list so you can be kept updated with what's going on at The Bowden Lodge and surrounding area.