
Whittlebury Hall - Terms of Business

The following Terms of Business will apply. If you have any questions, please speak to us before you sign the Booking Agreement and Terms of Business.

Definitions

These definitions refer to terms in these Terms of Business and the Booking Agreement

'Whittlebury' and 'we' means Whittlebury Hall and Spa Limited whose registered office is Whittlebury, Towcester, Northamptonshire, NN12 8QH.

'the Client' and 'you' means the individual, company or organisation whose name is set out on the Booking Agreement Form.

The 'Contract' means the agreement between Whittlebury and the Client for the specific booking or series of bookings set out in the Booking Agreement incorporating these Terms & Conditions.

"the Event" means the event on the date or dates set out in the Booking Agreement

"the Terms" means the terms and conditions set out in this document

'The Booking' as detailed in the Booking Agreement including dates, prices and packages

In these Terms, unless the context otherwise requires:

- 1.1 a reference to the Contract includes these Terms;
- 1.2 any clause, schedule or other headings in these Terms are included for convenience only and shall have no effect on the interpretation of these Terms;
- 1.3 a reference to a 'party' means either the Supplier or the Client and includes that party's personal representatives, successors and permitted assigns;
- 1.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.6 a reference to a gender includes each other gender;
- 1.7 words in the singular include the plural and vice versa;
- 1.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form; and
- 1.10 a reference to legislation is a reference to that legislation as in force at the date of the Contract.

1. Application of these Terms

- 1.1 These Terms apply to and form part of the Contract between Whittlebury and the Client. They supersede any previously issued terms and conditions.
- 1.2. No variation of these Terms or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Whittlebury.
- 1.3 Marketing and other promotional material relating to Whittlebury Park are illustrative only and do not form part of the Contract. Any booking is considered provisional until Whittlebury receives a signed copy of these Terms together with payment of the deposit (if applicable) from you, receipt of which will be deemed to be your acceptance of these Terms.

2. Availability

2.1 All bedrooms are located in both the main hotel (Whittlebury Hall) and also in our Paddock Building located adjacent to the main building. The allocation of rooms is based on run of house availability. This may include twin bedded, double bedded rooms and triple bedded rooms.

3. Delegate Numbers and Accommodation

- 3.1 Provisional numbers are required at the time of booking and Whittlebury Hall & Spa Ltd. The minimum charge for the services booked will be based on those numbers.
- 3.2 To allow us to plan your booking effectively you will need to provide us with final delegate numbers, room layouts, dietary requirements, menu and wine choices 21 days prior to the event.
- 3.3 Delegate names for bedrooms must be received 14 days prior to the event
- 3.4 Please note that Whittlebury reserve the right to change any meeting and event space allocated should final numbers not meet contracted numbers.

4. Variation

4.1 No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Terms and is duly signed by Whittlebury.

5. Payment and Credit Facilities

- 5.1 Unless you have arranged credit facilities with Whittlebury, you will need to pay a deposit of 25% of the total value when you confirm your booking and full payment of the balance is due 28 days before the Event unless credit facilities have been arranged with us.
- 5.2 Credit facilities are not available to private individuals.
- 5.3 A Credit Application Form is available on request. Separate conditions apply to that credit application and details of those condition can be found on the credit application form. Credit is not automatic, and confirmation must be sought after completion of the credit application form. Where credit is extended, full payments should be made to Whittlebury within 14 days of the date of invoice. We reserve the right to charge interest at 4% above the Bank of England base rate if you do not settle your invoice within the agreed terms.

6. What happens if you cancel?

6.1 In the unfortunate event you need to cancel the Event, any cancellation, postponement or partial cancellation should be advised to us in writing. Cancellation is not confirmed until notice in writing is received by Whittlebury in accordance with Clause 10 of these Terms and the following cancellation fees will apply:.

Cancellation Notice given	Cancellation charges payable by you
More than 24 weeks	10%
12-23 weeks	30%
6-11 weeks	75%
Less than 6 weeks	100%

6.2 For the purposes of calculating the notice period, the stated weeks will be deemed to be clear weeks.

7. What happens if we cancel?

7.1 Whittlebury reserves the right to cancel the Event if:

7.1.1 at any time the Client has failed to pay any amount due under the Contract on the due date;

7.1.2 in the reasonable view of Whittlebury, the Event, the persons associated with the Event or the purpose of the Event might damage the reputation of Whittlebury;

if the Event is cancelled under clauses 7.1.1 and 7.1.2, any deposit monies or instalments paid by the Client will be retained.

7.2 Whittlebury reserves the right to cancel the Event at any time by giving not less than 8 weeks notice to the Client and returning all deposit or instalment payments to the Client within 14 days of serving the notice of cancellation. You should be aware that Whittlebury Hall & Spa Ltd is the base hotel for race teams competing in the British Grand Prix & Moto GP and that all rooms and facilities are needed for the duration of the race weekend. Where the race weekend is announced after a confirmed booking is made, we regret that we will need to work with you if affected to find alternative dates or venues for your booking.

8. Force Majeure

8.1 In this Contract force majeure means an event or sequence of events beyond a party's reasonable control including but not limited to an act of God, fire, flood, lightning, earthquake or other natural disaster, endemic, pandemic, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action. Inability to pay is not force majeure.

8.2 In the event of Force Majeure, both parties must use reasonable endeavours to re-book the Event on a date to be agreed between the parties within twelve months of the Event date set out in the Booking Agreement. Any re-booking will be on the same terms as this Contract but for the purposes of calculating dates and time periods, the Contract date will be amended to the date on which a party first notifies the other of the Force Majeure event.

8.3 If, due to Force Majeure, a party is unable to perform or is delayed in or prevented from performing its obligations for a continuous period of more than twelve months, either party may terminate this Contract by written notice to be served on the other party by email or post. Upon termination all obligations between the parties cease and no further payments or refund of payments to either party are due.

8.4 A party shall not be liable if delayed in or prevented from performing its obligations under this Contract due to Force Majeure, provided that it promptly notifies the other of the Force Majeure event and its expected duration.

9. Termination by either party

9.1 Either Party may terminate the Contract at any time by giving notice in writing to the other party if that other party:

9.1.1 commits a material breach of the Contract and such breach is not remediable;

9.1.2 commits a material breach of the Contract which is not remedied within 7 days of receiving written notice of such breach;

9.1.3 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Whittlebury reasonably believes that to be the case;

9.1.4 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

9.1.5 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

- 9.1.6 has a resolution passed for its winding up;
 - 9.1.7 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it; or
 - 9.1.8 is subject to any events or circumstances analogous to those in clauses 9.1.3 to 9.1.77 in any jurisdiction.
- 9.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the parties at any time up to the date of termination.

10. Service of Notices

- 10.1 Any notice to be given under this Contract shall be in writing and shall be sent:
- 10.1.1 by first class mail to a parties principal place of business or
 - 10.1.2 by email to the usual email address both sides use for correspondence relating to this Contract
- 10.2 Notices sent as above shall be deemed to have been received:
- 10.2.1 2 working days after the day of posting in the case of first class mail; or
 - 10.2.2 on the day of sending the email if sent before 5pm or the next working day after sending by email if sent after 5pm.
- 10.3 A party shall notify the other party of any change of address to which notices must be sent to it by sending a notice specifying the change of address to the address of the other party.

11. Etiquette and Conduct

- 11.1 For the comfort, enjoyment and safety of everyone, it is important that your guests maintain acceptable levels of behaviour and noise at Whittlebury Park and you are responsible for your guests. In the unlikely event that you or your guests are requested to cease any activity which is deemed unacceptable by Whittlebury, you must take any immediate and necessary steps to ensure your guests comply with this. In the event of your failure to comply with this request, Whittlebury may stop the Event without being liable for refund or compensation.
- 11.2 The Client hereby agrees to accept full responsibility for all damage to the premises at Whittlebury Park, whether to decoration, carpeting, other fixtures and fittings or otherwise which may occur or arise during the use and enjoyment of the premises by the Client, its guests, agents or servants. If, as a result of the damage, facilities are unavailable for use, the Client will be charged to reinstate the facilities. Such damage will be repaired (or cleaned or replaced, as appropriate) by (or on behalf of) and at the reasonable discretion of Whittlebury but at the sole cost of the Client to be paid within 14 days of receipt of the invoice.

12. Deliveries and property at Whittlebury Park

- 12.1 Should you wish to bring your own equipment for your Event, you must obtain permission from Whittlebury who has the right to refuse the storage of any equipment. Whittlebury will charge a fee of £150 per 24 hour hire or any part thereof for storage.
- 12.2 We cannot accept responsibility for safekeeping of any personal items or equipment brought to Whittlebury Park. You must comply with the rules set out in the Health & Safety at Work Act 1974. You or any third party contractors visiting Whittlebury Park under your instruction, must have current and adequate Public Liability Insurance in place. Copies of electrical testing certificates and their insurance policies must be made available as required.
- 12.3 Delivery of any materials and/or equipment may be made within 48 hours of your Event arrival date but consent needs to be obtained from us in advance and term 12.1 will apply.

12.4 Whittlebury reserves the right to dispose of any materials not collected within 72 hours after the Event and will charge a fee of £150 per 24 hours or part thereof for any items left at Whittlebury at the end of your Event.

12.5 All deliveries must be clearly marked with the organiser, company name and date of event.

13. Dispute resolution

13.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause.

13.2 If any dispute arises between the parties out of, or in connection with, this Contract, the matter shall be referred to senior representatives of each party who shall use their reasonable endeavours to resolve it.

13.3 If the dispute is not resolved within 14 days of the referral being made under clause 13.2, the parties may resolve the matter through mediation through CEDR or other recognised mediation body.

13.4 Until the parties have completed the steps referred to in clauses 13.1 and 13.2, and have failed to resolve the dispute, neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief.

14. Severance

14.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

14.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

15. Third party rights

15.1 Except as expressly provided for in these Terms, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract

16. Anything else?

16.1 For certain events Whittlebury may require a minimum bond of £1000 against the cost of possible damage caused by you to Whittlebury Park and its property during the course of the Event. Should any damage occur, this bond, or an appropriate part thereof, will be retained by Whittlebury on account of or towards the cost of such damage.

16.2 In the unlikely event that you are unhappy with any aspect of your event, this should be brought to the attention of us at the time so that the matter can be resolved immediately.

16.3 Whittlebury's name and logo can only be published by you if we have given written permission to you to do so. Please note that we only have the facilities to place directional signage within our property and we have very limited external grounds for signage to be placed. If signage is required this must be requested and agreed in advance with your Event Planner.

16.4 Corkage - No wines, beers or spirits may be brought into Whittlebury Park by you or your guests for consumption on the premises unless prior written consent of Whittlebury has been obtained and for which a charge will be made.

16.5 Please note the buildings at Whittlebury Park are non-smoking. Should smoking be a requirement, we invite you and your guests to use the main Silverstone Bar Patio Area only.

16.6 The Contract shall be governed and construed in accordance with English law and the parties to this contract submit to jurisdiction of the English courts.

17. What about insurance?

17.1 You may well consider it worthwhile arranging insurance. This can usually be done for a small premium, to cover the cost of cancellation and other liabilities. Please bear in mind that your insurance contract will be between the insurance company involved and yourselves.

18. Limitation of liability

18.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause. Whittlebury's total liability shall not exceed the value of the Contract.

19. Data Protection

19.1 Any information supplied to the team at Whittlebury is held in accordance with the Data Protection Act 2018 and may be used by Whittlebury to keep you informed of special offers and products which we believe are of interest to you. We do not disclose personal information to any other organisation. If you would prefer not to be updated by our mailings, please write to our conference and events team or send us an email to sales@whittlebury.com giving your full name and current postal address including postcode.