

Terms and Conditions for Venue Accommodation Bookings

Interpretation

In these Terms and Conditions the following definitions apply:-

Authorised Representative – means one of the following: the Treasurer of the Police Federation of England and Wales, the Deputy Treasurer of the Police Federation of England and Wales, the Federation House Manager or the Duty/Shift Manager.

Venue – the Venue premises at Federation House, Highbury Drive, Leatherhead, KT22 7UY

Members of your party – any guest staying at the Venue on whose behalf you have made the booking (including you if you are staying at the Venue).

Owner - means the owner of the Venue, i.e. the Police Federation of England and Wales whose Headquarters are based at Federation House, Highbury Drive, Leatherhead, KT22 7UY

You/your –means the lead person or organisation or company who is named on the confirmation invoice and who has made the Venue booking.

Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

The headings in these Terms and Conditions are inserted for convenience only and shall not affect their construction.

1. Application of Terms and Conditions

1.1 These Terms and Conditions apply to all bookings for overnight stays at the Venue to the exclusion of all other terms and conditions except to the extent that specific terms and conditions apply to a particular booking and have been signed in writing by an Authorised Representative of the Owner.

1.2 If any of these Terms and Conditions is found by a court of law to be invalid, illegal or unenforceable, the validity and enforceability of the other terms and conditions shall not be affected.

1.3 Confirmation of a booking by the Venue is deemed acceptance of the Owner's Terms and Conditions as set out below.

2. Prices

2.1 All published rates are per room on a bed and breakfast basis unless otherwise specified. All rates include VAT at the current rate. The rates do not include other meals unless otherwise specified.

2.2. The rate(s) you will be charged for bedroom(s) are as specified in the booking agreement, which is provided when a booking is made.

2.4 Members of your party agree to be held personally liable in the event that you fail to pay all or part of any charges incurred.

3. Availability

3.1 All rooms and rates offered at the Venue by the Owner are subject to availability at the discretion of the Federation House Manager.

3.2 Limited numbers of suitable rooms may be allocated to individual rates, packages or promotions and, when these allocations are taken up, remaining available rooms may be offered to you at a higher price where you require such additional rooms.

4. Bookings

4.1 The Venue will confirm bookings in writing. Bookings must be guaranteed for the first night's accommodation by a major credit or debit card, by payment of a deposit or by agreement in writing with a company, travel agent or hotel booking agency. At the discretion of an Authorised Representative, full prepayment may be required. A pre-authorisation is required upon arrival to cover projected costs and incidentals.

5. Arrival and departure

5.1 Bedrooms are usually available from 2pm local time on the day of arrival. However, the Owner is not in any way obliged to make bedrooms available to members of your party at this time. Where possible, at times of high demand when bedrooms are not available at the ordinary check in time of 2pm, members of your party may check in to the Venue and use all the Venue facilities, subject to any rules and restrictions in place at the Venue in respect of the use of such facilities, including but not limited to opening times, supervision of children and infants etc. whilst the bedroom(s) is/are being prepared.

5.2 Departure is by 10am local time. Failure to check out by 10am local time will entitle the Owner to charge an additional fee of £75.

5.3 If you are aware that members of your party will be arriving at the Venue before 2pm local time you should inform Reception prior to arrival; however, the Owner cannot guarantee that bedrooms will be available at the time of arrival.

6. Car parking

6.1 Car parking is available at the Venue. If car parking is required for members of your party you should confirm this with the Owner prior to arrival. There is no charge for on-site parking, however car parking is subject to availability and cannot be guaranteed.

6.2 The Venue does not accept responsibility for damage to, or theft from, or theft of vehicles parked outside the Venue premises.

7. Cancellations, amendments and non-arrivals

7.1 There is no charge, and any deposit paid will be returned, if a reservation is cancelled by you at any time up to 12 midday prior to the day of arrival. This does not include promotional room rates where full pre-payment is required as part of the promotion and the full payment (including any deposit) will be forfeited if the booking is cancelled at any time.

7.2 In the event of your non-arrival or cancellation after 12 midday prior to the day of arrival at the Venue and where the booking has been guaranteed, a charge equivalent to one night's accommodation at the package rate at which the reservation was made will be levied. Normal terms of payment apply to these charges.

7.3 Where applicable, the Owner reserves the right to offset any amount payable for such cancellation against your credit or debit card without prior notice or approval.

7.4 In the rare event that the Owner is unable to provide the required numbers and types of room as specified in your booking, the Owner reserves the right to offer you a full refund. In the event you are provided a full refund under this clause 7.4, the Owner will not be liable for any additional costs or expenses incurred by you as a result of the cancellation.

7.5 A cancellation number will be provided at the time of cancellation and this should be retained for future reference.

8. Payment

8.1 Settlement of the bill in full is required on presentation of the invoice at check out,

unless credit facilities have been previously authorised.

8.2 Upon arrival the Owner reserves the right to request pre-authorisation of a credit or debit card for any incremental charges, e.g. room service.

8.3 All major credit and debit cards are accepted. Personal cheques must be supported by a valid cheque card. Cheques that are post dated will not be accepted by the Owner. Company cheques are not accepted without prior clearance. Accounts may only be forwarded for payment on completion by you and formal acceptance by the Owner of an application for credit facilities, which may be withdrawn at any time.

Credit facilities are not offered to private individuals.

8.4. In the event of any query relating to an invoice the Owner must be notified within 7 days of the invoice date and the obligation to pay all outstanding balances immediately will not be affected.

Invoicing where pre approved credit is in place

8.5 Unless otherwise stated by the Owner, the invoice will be raised on the date of the booked stay or event and forwarded to you for payment. Payment is required within 14 days of the date of invoice.

8.6 In the event that you wish for any additional charges to be settled directly by individual members of your party, written notification of this is required 14 days in advance of the first night of the stay. Individual members of your party will then be requested to provide a credit card imprint on check-in in order to guarantee payment of any personal expenses not covered by the main account. All rates are quoted inclusive of VAT (unless stated otherwise). Any acceptance by the Owner of such proposals is without prejudice to the Owner's rights to hold you responsible for the full amount of the invoice and/or cancellation/non-arrival charges.

8.7 In the event of you failing to pay the invoices on time the Owner shall be entitled to charge interest on a daily basis from the date of the invoice to the date full payment is made. This shall be in accordance with the Late Payment of Commercial Debts Act 1998 at 8% above base rate (Bank of England). In the event of invoices being outstanding for longer than 60 days, the Owner shall be entitled to cancel all your outstanding bookings and all outstanding invoices will become immediately due and payable.

9. Children

9.1 Children aged 15 years and under must be accompanied by a responsible adult at all times to ensure that the children's behaviour is appropriate for other patrons of the Venue.

9.2 At the discretion of the Owner, children may be excluded from certain events or promotions where deemed unsuitable or inappropriate.

9.3 Children aged 15 years and under must be accompanied by a responsible adult at all times in the Venue and they are not permitted to use gymnasium equipment. Members of your party must read and follow the conditions of use displayed at such facilities.

9.4 In the interests of safety, children may be subject to specific time allocations for use of the facilities. Members of your party are advised to check with the Owner beforehand.

10. Rooms for disabled guests

10.1 As the needs of disabled guests vary, you are requested to make any particular requirements known to the Owner before booking.

11. Dogs and other pets

11.1 Domestic pets are not accepted in the bedrooms (with the exception of guide and assistance dogs).

11.2 Members of your party with guide or hearing dogs are responsible for controlling their guide or hearing dogs and will be liable for any damage, soilage or injury

however caused by the dog(s). In the event the member of your party does not pay any soiling charge levied you will be responsible for the charge.

12. Behaviour

12.1 The Owner reserves the right to judge the behaviour and noise levels of members of your party. If the noise and/or behaviour of members of your party is deemed by the Owner to be unacceptable then the Owner may request that members of your party take steps to correct their noise levels and/or behaviour. In the event of failure to comply with management requests, the Owner may terminate the booking, stop any event immediately and/or ask member(s) of your party to vacate the Venue premises immediately without being liable for any refund or compensation.

12.2 All bedrooms at the Venue have been designated non-smoking. Should any members of your party choose to smoke in a room the Owner reserves the right to charge the member(s) of your party concerned £100.00 to cover the cost of cleaning the room and for the disruption caused. If any damage is caused to the room by smoking an additional charge may apply. In the event member(s) of your party do(es) not pay the smoking charge you will be responsible for the charge.

12.3 In the event that member(s) of your party cause damage or losses the Owner will hold you and each member of your party individually and jointly liable.

12.4 The Owner is not responsible for the actions or behaviour of other patrons of the Venue or other individuals who have no connection with your booking arrangements or with the Owner.

13. Right of refusal

13.1 The Owner reserves the right to terminate the booking without liability for refund or compensation if, on arrival or thereafter, management reasonably considers that a member or members of your party is/are under the influence of drink or drugs, is/are unsuitably dressed or is/are behaving in a threatening, abusive or otherwise unacceptable manner.

14. Discrimination

14.1 The Owner is fully committed to the elimination of unfair discrimination on the grounds of gender, gender reassignment, family status, age, race, ethnic origin, sexual orientation, religion, disabled status, or any other unjustified condition, and the promotion of equality and diversity for all, in its own practices and arrangements and throughout the Police Service in England and Wales.

14.2 You and members of your party are expected to treat Venue staff, Venue sub-contractors and other Venue patrons with dignity and respect. The Owner may, without incurring any liability to you or members of your party, remove from the Venue any person or persons offending against this policy.

15. External purchases

15.1 No wines, spirits, beers or food may be brought into the Venue by members of your party for consumption or sale without the express written consent of the Owner. The Owner reserves the right to make a charge for external purchases.

16. Comments and complaints

16.1 Any comment or complaint regarding the Venue should be made to the Federation House Manager or Duty/Shift Manager at the time of the visit so that the matter can be resolved immediately. Alternatively, you should write within 7 days of the stay to the Federation House Manager.

17. Statutory requirements

17.1 The Venue is subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by all members of your party.

18. Liability

18.1 For the avoidance of doubt, nothing in these Terms and Conditions shall operate to attempt to exclude or limit the Owner's liability for the death or personal injury of any person caused by the negligence of the Owner or its employees, servants or agents or to attempt to exclude or limit the Owner's liability in any manner which would be unlawful, including fraud or fraudulent misrepresentation.

18.2 Except in respect of death or personal injury caused by the Owner's negligence, or in respect of fraud or fraudulent misrepresentation, or as expressly provided in these Terms, the Owner shall under no circumstances whatever be liable to you/members of your party whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the booking.

18.3 Except in respect of death or personal injury caused by the Owner's negligence, or in respect of fraud or fraudulent misrepresentation, or as expressly provided in these Terms, the Owner's total liability to you/members of your party in respect of all other losses arising under or in connection with the booking, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the booking.

18.4 The Owner will not be liable for failure to perform any part of the booking to the extent that the failure is caused by any factor beyond its reasonable control.

18.5 The Owner is not liable for loss, theft or damage to any property belonging to a member of your party or any other property brought to the Venue by you or persons authorised by you. The Venue may, at the request of you or a member of your party, provide personnel to assist in carrying, directing, placing, installing or setting up (as the case may be) the property. The Venue will not assume custody or control of such property.

18.6 You/members of your party must report any loss of or damage to property immediately on discovery to the Venue's management or security, and shall make yourself/themselves available to assist with any reports made by the Owner to the police.

18.7 You/members of your party shall not enter areas of the Venue which are indicated as being closed to the public. The Owner shall not be responsible for death, personal injury or loss or damage to property suffered in such areas.

19. Third party liability

19.1 The Owner does not accept any liability for services rendered by third parties to you and/or members of your party notwithstanding that such services may be arranged by the Owner.

19.2 Any claim, demand, charge, suit or damages which may be incurred by you and/or members of your party should be made directly with such third parties and the Owner shall render reasonable assistance in this regard.

20. Insurance

20.1 The Owner strongly recommends that you and/or members of your party take out insurance to cover cancellation, curtailment, and loss of baggage, personal effects and money. For the purposes of these terms and conditions the Owner assumes you and/or members of your party have taken out adequate insurance.

21. Internet facilities

21.1 Internet facilities are provided by third party providers. Where these facilities are available there may be disruption to the connection without prior notice and the Owner shall not be liable whatsoever for such disruption. Members of your party undertake not to use the facility for any fraudulent purpose or in connection with any criminal offence and in contravention of any license and will indemnify the Owner against any claim, demand, suit, proceeding or prosecution arising therefrom.

22. Use of grounds

22.1 Any teambuilding or other similar activities require the authorisation of an Authorised Representative at the time of booking and additional insurance cover details and Health and Safety documentation may be required. No alcohol, food or beverage may be brought into the venue or grounds by or on behalf of you or members of your party for consumption on the premises unless the prior written consent has been obtained, for which a charge may be made.

23. Facilities

23.1 Facilities at the Venue may be unavailable due to maintenance, adverse weather or for other reasons beyond the Owner's control. If the availability of a particular facility at the Venue is important to members of your party it is recommended that you speak with an Authorised Representative before making a booking.

24. Events

24.1 The Venue holds parties and other functions throughout the year. You should check with an Authorised Representative if your decision to book would be affected by a function taking place at the Venue.

25. Data protection

25.1 The information provided by you and/or any members of your party relating to your booking may be processed and retained by the Owner for legitimate business reasons, accounting and repeat business purposes. By confirming the booking, you and the members of your party consent to this processing of information.

21.2 The Owner does not disclose personal information to third parties without your consent except where necessary to protect against crime or fraud or in order to provide goods and services to you.

26. Dispute

26.1 These terms will be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts