

TERMS AND CONDITIONS

1. The Agreement

Capitalized terms in this Agreement have the meanings given in Clause 13.

The Agreement, which consists of the Booking Form and/or Contract and these Terms and Conditions, does not include any other oral or written promises, terms or conditions. Any amendment or change to the Agreement shall have no effect unless agreed upon in a writing that refers specifically to the Agreement and is executed by duly authorised representatives of both parties.

Each Agreement returned signed by the Client shall be an offer by the Client to purchase Event facilities and services and shall only become a binding Agreement when countersigned by the Venue.

2. Confirmations and Guest Numbers

The final details of the Event (such as final timings, menus and special requests) must be confirmed at least ten Working Days before the Event. The Client must inform the Venue of the Final Number at least three Working Days before the Event. This Final Number will override the Likely Number specified but will not affect the Minimum Number/Spend.

The Client shall provide the Venue with details of the nature and agenda of the Event, names of guests and relevant third parties, upon request.

3. Payment

3.1 Price. The price for the Event shall be calculated as stated on the Booking Form. The Client guarantees the Minimum Spend or the Minimum Number will attend the Event (as applicable) and the Venue has calculated its charges on this basis. The amount payable by the Client will therefore be calculated according to the highest of (a) the Minimum Number/Spend (b) the Final Number or (c) the number who actually attend the Event.

3.2 Payment. All accounts incurred will be invoiced if credit is approved by the Company, in its sole and absolute discretion. If credit is not approved, Client will be required to pay the entire cost of the Event in full prior to the Event date. Payment is due for all credit accounts on presentation of invoice. Any queries will not delay immediate payment of the outstanding balance. No allowance or refund can be made for meals and other elements not taken within the agreed package rate. Payment must be made in Pounds Sterling (UK) payable to the Venue by cheque, BACS, bankers draft or credit card.

3.3 Deposits. The Client must pay the Venue the deposit payment(s) specified in the Booking Form and/or contract. If the Client fails to pay any such deposit within seven days after its due date, then the Venue may (in its sole and absolute discretion) treat the Event as having been cancelled by the Client and, in the Venue's sole and absolute discretion:

3.3.1 The Venue may set off any cancellation fees which become payable against the deposit; and

3.3.2 If the deposit held by the Venue is greater than the amount of any cancellation fees payable, then the balance shall be refundable to the Client.

3.4 Credit. Credit facilities within the Venue may be obtained on application to the Venue (subject to the agreement of the Venue). Credit facilities must be finalised at least two (2) weeks prior to the Event. All amounts incurred against an agreed credit facility will be invoiced immediately after the Event. The Client shall pay all invoices on presentation of the invoice. The venue reserves the right to conduct credit checks or otherwise satisfy itself as to the solvency of the Client prior to providing credit facilities. The Venue may at any time withdraw any credit facility, making any outstanding balance immediately due and payable.

3.5 Interest. When credit facilities are granted and payment is not received within the stated terms, we reserve the right to charge an appropriate rate of interest (4% above base rate) or make a collection charge. All such agreed credit accounts must not exceed their credit limit at any time.

3.6 Extras. The Client shall pay by credit or debit card for any food and beverages or other goods and/or services not provided for in the Agreement or otherwise in correspondence but made available upon request of the Client on the day of the Event.

3.7 Price Variations. In the event of circumstances beyond the Venue's control (including, but not limited to, increases in the standard rate of VAT), the Venue reserves the right to vary the prices specified in the Agreement to an extent that reflects such circumstances.

3.8 Invoice Disputes. If the Client has a bona fide dispute in respect of the whole or part of an invoice, it shall notify the Venue immediately on receipt of invoice. Any invoice not disputed in accordance with this Clause 3.8 will be deemed to have been accepted by the Client. The parties shall co-operate in good faith to resolve the dispute over any invoice as amicably and promptly as possible and on settlement of any dispute the Client shall make the appropriate payment.

4. Cancellation by Client

4.1 If the Client wishes to cancel an Event or cancel the reservation of some or all bedrooms reserved, the Client must provide the Company a written notice of cancellation. Cancellation shall be effective, final and binding on the Cancellation Date. Any notice of cancellation received out of the hours of 9.00am and 5.00pm shall be deemed made on the next Working Day. Any postponement of any Event shall be considered as a cancellation under this Clause 4.

4.2 If the Client cancels a Booking, the Company will charge a cancellation fee. This cancellation fee shall be a percentage of the charges payable in respect of the Minimum Number/Spend (and, if any separate charge is payable in respect of room hire, of such room hire charge), according to the Cancellation Notice as set out below. If the Event is cancelled less than 3 Working Days before the Event, the Venue is entitled to charge according to the Final Number, if higher than the Minimum Number/Spend.

Cancellation Notice	Events fee (non Raceday)	Events fee (Raceday)	Cancellation Notice	Events fee (non Raceday)	Events fee (Raceday)
Over 133 days	10%	10%	59 days – 30 days	75%	75%
133 days – 91 days	25%	25%	29 days – 8 days	85%	85%
90 Days – 60 days	50 %	50%	7 days or less	100%	100%

4.3 Where any bedrooms are reserved, such bedrooms:

4.3.1 are block booked and reserved exclusively to the Client and accordingly will not be released unless notice of cancellation of such reservation in respect of the relevant bedrooms is given in accordance with Clause 4.1. The cancellation fees set out in Clause 4.4 will if applicable then apply.

4.3.2 will (unless cancelled as provided above) be charged at the room rate specified in the Agreement (or, if no separate room rate is specified in the Agreement, at the standard room rate) for all nights booked even if any guests do not stay for all nights so booked (including by reason of early departure).

4.4 Cancellation of some or all bedrooms will incur a cancellation fee. This cancellation fee shall be a percentage of the charges payable in respect of the bedrooms cancelled (or, if no separate room rate is specified in the Agreement, of the standard room rate) according to the Cancellation Notice, as set out below.

Cancellation Notice	Bedroom Fee	Cancellation Notice	Bedroom Fee
Over 90 Day	10%	29 days – 10 days	75%
90 days – 61 days	25%	9 days – 3 days	85%
60 days – 30 days	50%	2 days or less	100%

4.5 The cancellation fees payable under this Clause 4 are a genuine pre-estimate of the loss the Venue will incur arising out of a cancellation. The actual losses incurred by the Venue may be greater or less than these cancellation fees. Upon receipt of written cancellation of the bedrooms, rooms will be returned into general inventory at best available rate.

4.6 In addition to the cancellation fees due under Conditions 4.2 or 4.4, the Client must reimburse the Venue (on an indemnity basis) for any expenditure incurred in respect of any cancelled Event including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the Event.

4.7 The Venue may invoice the Client for any cancellation fees payable at any time after the cancellation. The Client shall pay such invoice on presentation of invoice.

5. Cancellation by the Company

5.1 The Venue may cancel the Booking:

5.1.1 if the booking might prejudice the reputation of the Venue;

5.1.2 if the Venue becomes aware of any deterioration in the Client's financial situation such that the Venue reasonably considers the Client may not be able to fulfil its material obligations under the Agreement; or

5.1.3 if the Client fails to pay any sum when due.

5.2 The Venue may charge the cancellation fees provided in Clause 4 in the event of any cancellation under this Clause 5.

5.3 Where applicable, in the event of a Raceday being cancelled prior to the first race of an Event the Company shall endeavour to offer a suitable alternative Event to the Client. If the Venue cannot offer such alternative then a refund will be made after deduction of any costs and expenses related to the cancelled Event which the Venue cannot reasonably avoid.

TERMS AND CONDITIONS (continued)

6. Outside Services

6.1 Our prior consent must be obtained for any entertainment or services contracted for the Event by the Client, all of which must comply with any relevant statutory codes and regulations. It shall be The Client's responsibility to ensure that, where applicable, Performing Rights Society forms and Phonographic Performance Limited forms are completed by any band or musicians employed by You.

6.2 We are required to receive, from all third party suppliers, Health and Safety documents, Insurance documents, Licensing, PAT Test certificates and other requirements that the supplier will need to comply with.

6.2.1 The Client is responsible for ensuring that third party suppliers comply with the requirements we notify you of. We maintain a right to approve (acting reasonably) arrangements made by you to comply with these requirements; and

6.2.2 You or your suppliers may not fix items to walls, floors, and ceilings, or use any form of electrical or mechanical equipment, unless previously agreed in writing with us.

7. Health and Safety

7.1 The Client must fully comply (and ensure the full compliance of its sub-contractors, employees and guests) with The Venue's health and safety policy, a copy of which is available on request from The Venue.

7.2 For reasons of security, The Venue may need to search guests or third party suppliers' belongings and equipment. The Client shall ensure co-operation with any such searches undertaken by The Venue.

8. Corkage

No wines, spirits, food or beverage may be brought into Lingfield Park or grounds by or on behalf of the Client or any guests for consumption on The Venue premises unless the prior consent of The Venue has been obtained, for which a charge will be made.

9. Liability of The Venue

9.1 This Clause 9 sets out The Venue's entire liability in respect of any breach of these Conditions or the Agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

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

9.3 In no event will The Venue's liability for any loss or damage in contract or tort (including negligence) or howsoever otherwise arising, exceed the total amount paid by the Client for the Event.

9.4 The Venue shall not be liable for any breach of the Terms and Conditions or delay or failure in providing services as a result of causes beyond its reasonable control including (but not limited to) war, terrorism, acts of God, fire, floods, strikes, delays in transportation, failure of services or inability to obtain any necessary information or consent from any authority.

9.5 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.

10. Horseracing Regulations

10.1 Clients shall not do or permit or suffer anything to be done which may be or become a nuisance or annoyance to the Venue or its other patrons. In particular but without prejudice to the generality of the foregoing no bookmaking shall be undertaken by the Client or their guests at any time.

10.2 All persons visiting the Racecourse are admitted subject to Venue Regulations and the rules of racing which are available on request. The Racecourse executive reserve the right to refuse admission or to remove from the Racecourse any person refusing to comply with the regulations or whose presence is a source of danger or annoyance to others.

11. Damage

The Client shall be responsible to The Venue for any damage caused to the allocated rooms or the furnishings, utensils and equipment therein or to The Venue generally by any act, default or neglect of the Client or any sub-contractor, employee or guest of the Client and shall pay to The Venue on demand the amount required to make good or remedy any such damage.

12. General

12.1 Agents

Should the Client contract with The Venue through an Agent, the agent acts in that capacity for the Client, and not The Venue. The Client accepts full responsibility for the payment of The Venue's account.

12.2 Governing Law and Jurisdiction

The Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. The Agreement does not affect any Rights that the Client may have under the Hotel Proprietors Act 1956 where that Act applies. The courts of England have exclusive jurisdiction, in relation to all matters arising under the Agreement.

12.3 Time is of the Essence

For all payment obligations under these Conditions, time shall be of the essence.

12.4 Assignment

The Agreement shall not be assignable by the Client, but may be assigned by The Venue.

12.5 Intellectual Property

The Client shall not use any of The Venue's trademarks or intellectual property without our prior written consent.

12.6 Entire Agreement

The Agreement sets out the entire agreement and understanding between the Client and The Venue and shall supersede and replace all documentation previously issued by either party in relation to its subject matter.

12.7 Waiver

No waiver by The Venue of any breach of this Agreement by the Client shall prevent the subsequent enforcement of the Agreement.

12.8 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 Agreement and the remainder of the Agreement shall remain in full force and effect.

12.9 Admission Badges

All admission badges and car park passes will only be sent on receipt of full and final payment and in any event no sooner than 4 weeks before the Event.

12.10 Lost Badges

The Venue cannot accept responsibility for any badges or car park passes once they have left the racecourse office. Full payment must be made for any replacement badges or car park passes issued.

12.11 Dress Code

Guests attending a Raceday are reminded that they are required to observe our dress code of Smart Casual.

12.12 Advertising

Hospitality facility users may not affix or display anything whatsoever outside the facility, or visible from outside the facility.

12.13 Amendments

The Venue reserves the right to alter or re-allocate facilities without prior notice in order to better accommodate all bookings.

13. Definitions

13.1 "Booking Form" means the document containing all the Event details.

13.2 "Cancellation Date" means the Working Day on which The Venue receives written notice of cancellation.

13.3 "Cancellation Notice" means the number of clear days (that is not counting the Cancellation Date and the date of the Event) between the Cancellation Date and the date of the Event.

13.4 "Client" means the person, firm or company responsible for commissioning and payment of the Event.

13.5 "Agreement" means the written agreement between The Company and the Client for a specific booking or series of bookings.

13.6 "Event" means the event or function specified in the Agreement

13.7 "Final Number" means the number of guests confirmed as attending the Event by the Client 5 working days before the Event.

13.8 "Likely Number" means the number of guests stated in the Booking Form as likely to attend the Event.

13.9 "The Company" means the Lingfield Park Marriott Hotel & Country Club, Lingfield Park Racecourse or Arena Leisure group of companies, as appropriate.

13.10 "Minimum Number" means the lowest number of guests irrespective of the numbers that attend the Event for which payment will be made as set out in the Booking Form.

13.11 "Minimum Spend" means the minimum payment for the Event due from the Client.

13.12 "Working Day" means Monday to Friday excluding bank holidays and other public holidays.

13.13 "Raceday" means any day of the week when a race meeting takes place at Lingfield Park Racecourse.

13.14 "Venue" means Lingfield Park 1991 Limited

