



TERMS AND CONDITIONS

1. Terms

All reservations for catering are made upon and are subject to the following Terms & Conditions and no variation thereof will be accepted unless agreed in writing by Heathcotes Outside.

2. Interpretation

In these Terms & Conditions, 'Heathcotes Outside' mean Heathcotes Outside Limited and 'the client' means the person, firm or company booking the event.

3. Deposit

Unless otherwise agreed in writing by Heathcotes Outside, a deposit will be required on the signing hereof, the amount being calculated at 25% of the anticipated total cost calculated in accordance with these Terms & Conditions. All deposits are non-refundable and non-transferable. Until full payment of the deposit is received, no contract will be deemed to be entered into between Heathcotes Outside and the Client.

4. Numbers

Prices are quoted based on the estimate provided by the Client of the number of guests attending the function at the initial enquiry. The guaranteed number of guests must be communicated to Heathcotes Outside in writing not less than seven working days (excluding Saturdays, Sundays and Bank Holidays) prior to the date of the event. The Client will be charged on the basis of the guaranteed number of guests known seven days before the event takes place (or the number of persons for which the event is originally booked if no guaranteed number is provided) or the total number of guest's attending, whichever is the greater. Any guests that fail to arrive will be charged at the full rate agreed.

5. Special Items

Heathcotes Outside reserve the right to charge for the provision of special items in addition to any costs agreed between Heathcotes Outside and the Client including an administration charge for booking such items.

6. Menus

All details of the food and beverage to be served shall be set out on a separate menu, which will be agreed in writing in due course. Heathcotes Outside reserve the right to substitute alternative food or drink of a similar quality if the items shown on the menu cannot be conveniently obtained. Any such changes will where practical and time allowing be discussed with the Client.

Heathcotes Outside admit no liability for any illness caused by an allergy that Heathcotes Outside were not made aware of in writing prior to the event.

We cannot guarantee that all of our menu dishes are free from seed and/or nut traces, therefore please advise us if you suffer from an allergy.

No foods, wines, liquor, beers or minerals are permitted to be brought into Heathcotes at Chester Racecourse conference and banqueting facilities at Chester Racecourse, unless agreed in advance in writing by Heathcotes Outside.

7. Cancellation

The advance deposit will not be refunded in the event of the cancellation of the Event. In addition, a cancellation charge will be imposed and payable on demand in the event of the cancellation of all or any part of the Event after acceptance. The amounts are due as liquidated damages and not as a penalty and will be calculated in accordance with the following schedule.

Notice of Cancellation Received Proportion of Total Anticipated Charge for the event

More than 30 days before the Event	25%
Within 30 days of the event	50%
Within 21 days of the Event	75%
Less than 14 days of the Event	100%

Additionally, any charges payable to any sub contractors or any other costs, charges and expenses incurred on behalf of the Client will be charged.

In the event that any building or space owned by Chester Race Company is required for any business related purpose, e.g. re-arranged fixtures, Heathcotes Outside reserves the right to cancel the client's event. Heathcotes Outside will offer an alternative date for the event. Heathcotes Outside will not be liable for any costs incurred by the client.

8. Payment of Event

Full payment is to be made within 7 working days prior to the date of the Event, calculated on the anticipated cost for the guaranteed number of attendants or the number of persons for whom the event was originally booked if no guaranteed number is provided. In the event of non-payment of the amount so calculated by the due date, Heathcotes Outside reserves the right to treat such non-payment as repudiation of this contract. Payment of any additional sums due from the Client is to be made within seven days of presentation of the final account. This credit facility is only available to clients once they have satisfied our credit application process. Heathcotes Outside reserve the right to charge interest on unpaid accounts at 4% above Nat West Bank plc base rate from time to time.



9 Value Added Tax

Value Added Tax at the current rate is included in all charges unless otherwise stated.

10 Damages

- a) Any expenses incurred for damages caused by any guest of the Client or of any outside contractor hired by the Client, shall be the responsibility of the Client who agrees to indemnify and hold harmless Heathcotes Outside from all claims and actions against them arising as a result thereof.
- b) Heathcotes Outside will not be responsible for any damages caused to the premises at which the Event takes place due to the neglect or default of the owner of the premises or his employees or agents of sub contractors or any act of neglect or default of the Client or his guest.

11 Breakage's

- a) Any breakage's, damages or loss of hired equipment may be charged by Heathcotes Outside to the Client at Heathcotes discretion.
- b) Any damage deemed to have been caused by Heathcotes Outside to client's equipment or goods must be immediately brought to the attention of, and verified by, the Duty Manager. This includes, but does not restrict to other items, spillages on clothes, loss of equipment and breakages to personal items.

12 Force Majeure

If for any reason beyond its control, but not limited to strike, labour dispute, accident, act of war, act of God, fire, flood or any other emergency condition Heathcotes Outside is unable to perform its obligations under this Agreement such non-performance is excused and Heathcotes Outside may terminate this Agreement without further liability of any nature upon return of the deposit paid. In no event shall Heathcotes Outside be liable for consequential damages of any nature or any reason whatsoever.

13 Personal Liability

If any Agreement is signed in the name of a corporation, partnership, association, club or society, the persons so signing represents and warrants to Heathcotes Outside that he or she has full authority to sign such contract and in the event that he or she is not so authorised, he or she will be personally liable for the faithful performance of this Agreement.

14. Miscellaneous

- a) The client must obtain prior consent for all signs, exhibitions and displays to be used inside and outside the venue, Heathcotes Outside reserves the right to remove any such items which are unauthorised, unlawfully displayed or which may be deemed to cause offence.
- b) Heathcotes Outside reserve the right to change the function room booked, without notice to the client, providing the requirements of the function are fulfilled.
- c) Heathcotes Outside reserve the right to change prices due to the increase in suppliers costs, tax, duty and any changes in VAT.

You are required to sign one copy and forward this to Heathcotes Outside at the address detailed, along with your deposit as detailed above and written confirmation that you wish Heathcotes Outside to proceed with your event.

Please retain the other copy for your own records. Should you have any queries regarding this, please do not hesitate to call.

SIGNATURE:

PRINTED NAME:

DATE:

EVENT NUMBER