



**CARLTON  
TOWERS**

YORKSHIRE

# **EVENT TERMS & CONDITIONS**

JUNE 2022

# CARLTON TOWERS

## 1. THESE TERMS

- 1.1. What these terms cover. These are the terms and conditions on which all bookings of function rooms and facilities plus ancillary services for events ("Event") that are accepted by us.
- 1.2. Why you should read them. Please read these terms carefully before you submit and sign the order form overleaf. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem, and other important information.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. Who we are. We are Carlton Towers Events Limited a company registered in England and Wales. Our company registration number is 09428538 and our registered office is at Carlton Towers, Carlton, Goole, Yorkshire, DN14 9LZ. Our registered VAT number is 831453740
- 2.2. How to contact us. You can contact us by telephoning our consumer service team at 01405 861662 or by writing to us at the address above or [info@carlontowers.co.uk](mailto:info@carlontowers.co.uk)
- 2.3. How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

## 3. OUR CONTRACT WITH YOU

- 3.1. How we will accept your booking. Acceptance of your booking will take place when the order form overleaf has been signed by you and by us, and any deposit that we have requested from you to reserve the Event has been paid by you and received by us in cleared funds at which point a contract will come into existence between you and us.
- 3.2. If we cannot accept your booking. If we are unable to accept your booking for an Event, we will inform you of this in writing and will not charge you for it.

## 4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the booking please contact us as soon as possible. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Event, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## 5. OUR RIGHTS TO MAKE CHANGES

- 5.1. Minor changes to the services. We may change the services which comprise the Event:
- 5.1.1. to reflect changes in relevant laws and regulatory requirements;
- 5.1.2. to implement minor technical adjustments and improvements, for example to address a security threat. It is anticipated that these changes will not affect your Event booking but in the event that they do we shall advise you of these as soon as we are able to.
- 5.2. Significant changes to your booking for an Event. We will take all reasonable steps to ensure that an Event is able to take place in accordance with your instructions, however we may make the following changes to your booking for the Event should circumstances dictate that it is necessary to do so; if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect:
- 5.2.1. Restrict access to parts of our premises (including grounds) should this be required to satisfy any reasonable health and safety concerns;
- 5.2.2. Make adjustments to the Event contents should there be a lack of resources for any reason.

## 6. THE EVENT

- 6.1. The Event will take place on the date stated on the order form and shall include the services stated on the order form and in the function sheet. We shall perform those services that we have agreed to undertake in connection with an Event with reasonable care and skill.
- 6.2. If, for any reason, other than as a result of something that you or your contractors have done or failed to do, an Event is unable to take place then we will contact you as soon as possible to let you know and we will take steps to minimise their effect (for example by sourcing another appropriate venue); a full refund of any payments made to us will be made to you in these circumstances.
- 6.3. We may require certain information from you to enable the Event to take place in accordance with your booking, for example, the names of any third party contractors that you are using and the services to be provided by them. We will contact you in writing to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 8.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.
- 6.4. We shall endeavour to comply with any requests in connection with the Event to ensure that it complies with your needs or requirements but only to the extent that these requests are reasonable and do not conflict with any law, rule, guidance or other authority which pertains to the Event, our business, our employees or otherwise.
- 6.5. Access – We have made reasonable adjustments to our premises to allow for disabled access. In booking an Event with us you appreciate that there are limitations on access to certain parts of our premises which are dictated by the age, style, and historical importance of them. In booking an Event with us you should consider the likely needs of you and your guests in conjunction with the facilities that we have on offer.
- 6.6. Contractors
- 6.6.1. Should you wish to use your own contractors to supply services for the Event, then you shall provide us with full details of the services to be supplied and any information that we require to confirm the identity of such contractor. It is the responsibility of you and/or your contractor(s) to ensure that the contractor complies with any of our rules, advice or policies that apply to the performance of the services offered by such a contractor.
- 6.6.2. All contractors must comply with generally accepted industry standards, and any law, regulation or other authority governing (where appropriate):
- 6.6.2.1. the preparation of food at an Event, and
- 6.6.2.2. health and safety of the services that they are providing to the Event.
- 6.6.3. All contractors are required to be certified by their governing body (for example NEIC or Corgi) as being competent in their field of expertise; you promise to provide to us any confirmatory documentation of this that we require and understand that failure to do so may result in the contractor being refused entry to our premises.
- 6.6.4. All contractors are required to hold public liability insurance to an indemnity level of 5,000,000, plus all and any other policy of insurance that is pertinent to their business or the services that they are providing to you. You promise to provide sight of your contractor's(s') certificates of insurance should we require to see it; you understand that failure to do so may result in the contractor being refused entry to our premises.
- 6.6.5. We may require your contractor to complete a terms of use form that we will provide to stipulate that those of our facilities which are being used by the contractor are fit for the purpose for which the contractor wishes to use them.
- 6.6.6. We may refuse access to our premises to any contractor

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who we feel is unsuitable or who continues to act in a manner that is contrary to our policies, advice or other guidance that we may require to be complied with to ensure the safety of our fixtures fittings, property, personnel, your guests, or for any other reason whatsoever.

6.6.7. You shall be responsible for any damage to our property, fixtures or fittings caused by anything which your contractors do or fails to do but ought to have done.

6.6.8. Where your contractors are requested by you to erect a structure on our grounds or within our premises, our consent to such a structure must be obtained in advance of its construction or delivery to our premises or grounds. Where we stipulate a timescale for the removal of this structure this must be adhered to; any failure by you or your contractors to remove any items from our premises or grounds may result in additional charges being incurred to cover (without limitation) our costs of storage, or disposal of the items.

## 6.7. Accommodation

6.7.1. Your guests may check in at any time from 3.00 pm on the date of arrival. On the date of departure guests must vacate their rooms and check out no later than 11.00 am.

6.7.2. Final numbers of guests and rooms required should be provided in writing to us no later than 4 weeks prior to arrival.

6.7.3. Guests with confirmed reservations who do not arrive or do not stay for all nights booked will be charged 100% of the rate specified in the order form or otherwise provided to you.

## 6.8. Damage and loss of property

6.8.1. You are responsible for all and any damage to our premises, its contents, furnishings and fittings and any equipment belonging to us caused by your, or your guests,' acts (including theft), neglect or default. You shall on demand by us pay to us the cost of making good such damage, or where any of our property is damaged beyond repair the cost of replacing the property concerned. We shall actively endeavour to mitigate our losses, however any damaged items will be replaced like for like (or to the same standard). Your specific attention is drawn to the age of some of our property and to the high end specification of our furniture and decoration.

6.8.2. Whilst every effort is made to safeguard property we will not be liable for any loss or damage to anything brought on to our premises by you or your guests irrespective of how such loss or damage is caused.

## 7. YOUR RIGHTS TO END THE CONTRACT

7.1. You may contact us at any time to end the contract for the Event, but in some circumstances we may charge you certain sums for doing so, as described below.

7.2. What happens if you have good reason for ending the contract? If you are ending the contract for a reason set out at 7.2.1 to 7.2.4 below the contract will end immediately and we will refund you in full for any advanced payments that you have made to us. The relevant reasons are:

7.2.1. we have told you about an upcoming change to the Event which you do not agree to (see clause 5.2);

7.2.2. we have told you about an error in the price or description of the services pertinent to the Event that you have booked, and you do not wish to proceed;

7.2.3. there is a risk the services may be significantly delayed because of events outside our control;

7.2.4. you have a legal right to end the contract because we have breached its terms..

7.3. What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you a percentage of the price calculated as below depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your ending the contract; we

will endeavour to make less severe our losses by attempting to re-sell the date of your Event to someone else.

**39 weeks + prior to the date of the Event 25% of the contract price**

**26 – 38 weeks prior to the date of the Event 50% of the contract price**

**14 – 25 weeks prior to the date of the Event 75% of the contract price**

**0 – 13 weeks prior to the date of the Event 100% of the contract price**

Any deposit paid by you shall be retained by us. The contract price in these circumstances means the total amount payable for the Event at the minimum chargeable number or if a final number has been provided to us, and the final number is greater than the minimum chargeable number, the final notified number.

## 8. OUR RIGHTS TO END THE CONTRACT

8.1. We may end the contract if you break it. We may end the contract at any time by writing to you if:

8.1.1. you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

8.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services pertaining to the Event;

8.1.3. your contractors are negligent;

8.1.4. you are declared bankrupt

8.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 9. IF THERE IS A PROBLEM WITH THE SERVICES THAT WE PROVIDE

9.1. How to tell us about problems. If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our consumer service team at 01405 861 662 or by writing to us at our address in clause 2 or [info@carlontowers.co.uk](mailto:info@carlontowers.co.uk). If the complaint cannot be resolved within 21 days of the date that we receive your initial telephone call or letter, then either party may refer the dispute to mediation; the mediator shall be appointed be the current chairperson of the British Hospitality Association.

## 10. PRICE AND PAYMENT

10.1. Where to find the price for the services. The price of the services (which includes VAT) will be the price set out in the order form overleaf.

10.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date of the Event, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

10.3. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated, we will contact you for your instructions before proceed with the Event.

10.4. When you must pay and how you must pay. The price shall be payable by you as determined by the contents of the order form.

10.5. We can charge interest if you pay late. If you do not make any payment to us by the due date (see clause 10.4) we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Royal Bank of Scotland plc,

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from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

10.6. What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

## 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2. We are not liable to you for incidents that affect the event but which are outside of our control for example industrial disputes, terrorist activity, natural disasters, fire, fire evacuation alarm and disruption to utilities.

12. How we may use your personal information

12.1. How we will use your personal information. We will use the personal information you provide to us to:

12.1.1. provide the services;

12.1.2. process your payment for such services; and

12.1.3. if you agreed to this during the order process, to inform

you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

## 13. Other important terms

13.1.1. We may transfer our rights and obligations under these terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these terms.

13.1.2. You may only transfer your rights or your obligations under these terms to another person if we agree to it in writing.

13.1.3. The contract that arises out of the acceptance of these terms is between you and us. No other person shall have any rights to enforce any of its terms.

13.1.4. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.1.5. If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that We will automatically waive any later default by you.

13.1.6. These terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

### Client Agreement

Partner 1's Name .....

Partner 1's Signature .....

Partner 2's Name .....

Partner 2's Signature.....

Date .....

### Carlton Towers Agreement

Contact .....

Carlton Towers Signature.....

on behalf of Carlton Towers

Date .....

Carlton Towers Carlton Yorkshire DN14 9LZ United Kingdom  
Telephone 01405 861 662 Email [info@carlontowers.co.uk](mailto:info@carlontowers.co.uk)

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