

# Center Parcs

## Terms and Conditions for Conferences and Events

All bookings are subject to this Agreement and also to the entire current Center Parcs Terms and Conditions of Booking, which are expressly incorporated by reference, a copy of which is available at [www.centerparcs.co.uk/makeabooking/terms/index.jsp](http://www.centerparcs.co.uk/makeabooking/terms/index.jsp) or from a member of the Conferences and Events team. Where there is conflict between these two agreements on specific terms, those contained in this Agreement shall apply.

### Definitions

**“Booking Details”** means the details set out on the forms attached to these Terms and Conditions.

**“Center Parcs”** means Center Parcs (Operating Company) Limited (Company number: 04379585) for all conferences and events held at Sherwood Forest, Longleat Forest, Elveden Forest and Whinfell Forest and CP Woburn (Operating Company) Limited (Company number: 07656412) for conferences and events held at Woburn Forest.

**“Client”** means the individual, partnership, company or any other party from whom a booking is received by Center Parcs and with whom this Contract is entered into.

**“Contract”** means the Booking Details, Deposit Invoice, the Center Parcs Terms and Conditions of Booking (a copy of which is available at [www.centerparcs.co.uk/makeabooking/terms/index.jsp](http://www.centerparcs.co.uk/makeabooking/terms/index.jsp), and these Terms and Conditions for the provision of facilities and services provided by Center Parcs to the Client.

**“Deposit Invoice”** means the Center Parcs invoice sent with the Booking Details relating to the deposit payment in respect of the Contract.

**“Event”** means the conference and/or other event to be held at the Village, details of which are set out in the Booking Details.

**“Final Invoice”** means the Center Parcs invoice dispatched after the Event detailing the final payment due in respect of the completed Contract.

**“Introducer”** means an agent of the Client who introduces the Client to Center Parcs and where such introduction leads to the holding of an Event.

**“in Writing”** means a written communication including (but not limited to) a letter or electronic communication (such as an email) either signed or sent by a duly authorised representative of either Center Parcs or the Client (as appropriate).

**“Third Party”** means any firm, contractor, individual or other person authorised or licensed by the Client or with which it has a direct or indirect relationship of a contractual or any other nature (including, but not being limited to Introducers, employees, agents or sub-contractors) and any guest or visitor attending the Event whether or not at the express invitation of the Client.

“**Venue**” means the facilities, rooms, grounds, accommodation and services to be used by the Client for the Event and as set out in the Booking Details.

“**Village**” means the Center Parcs village as set out in the Booking Details of which the Venue is part and at which the Event shall take place.

Words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa.

## **1. Reservations and Payment**

- 1.1. Once Center Parcs has issued the Contract to the Client, the Client must sign and return it to Center Parcs within 7 days of the date of issue or, in the absolute discretion of Center Parcs, any shorter period of time stated by Center Parcs in the Contract. If the Contract is not signed and returned by the Client within this period, Center Parcs reserves the right to cancel any provisional booking and relet any accommodation, facilities and activities, as appropriate.
- 1.2. A non-refundable deposit as agreed between the parties and detailed in the Deposit Invoice is payable by the Client within 28 days of the date of issue of the Contract. If the deposit is not paid by the Client within this period, Center Parcs reserves the right to cancel any booking and relet any accommodation, facilities and activities, as appropriate.
- 1.3. Where the date of the Event is within 28 days of the Contract issue date, any deposit required must be paid at least 14 days before the Event start date.
- 1.4. All bookings are considered provisional until the Booking Details have been signed by a duly authorised officer of Center Parcs, regardless of whether Center Parcs may have given a detailed quotation or estimate either verbally or in Writing. Center Parcs will return a copy of the signed Booking Details, as confirmation of the Event.

## **2. Making Changes to the Event**

- 2.1. Any change to the Event start date, after Center Parcs has confirmed the Event, will be treated as a cancellation and in the absolute discretion of Center Parcs the cancellation charges in paragraph 4.1 may be applied.
- 2.2. The number of delegates, accommodation units and delegates attending the specific activities noted in the Booking Details will be the stated contracted number for the purposes of the Contract.
- 2.3. The contracted number of delegates, accommodation units and delegates attending the specific activities may be reduced on one occasion by 10% or less, if the reduction is notified to Center Parcs in Writing:
  - 2.3.1. at least 28 days prior to the Event start date for Events with 350 or less delegates; and
  - 2.3.2. at least 56 days prior to the Event start date for Events with 351 or more delegates.
- 2.4. Any other reduction in the contracted number of delegates, accommodation units and delegates attending the specific activities is not permitted and shall result in the Client being charged in full for the contracted numbers.

## **3. Final Details of the Event**

- 3.1. The Client must confirm the final numbers of delegates, Third Parties, accommodation units, specific activities, menus, including any special dietary requirements, beverages, entertainment, room layouts, and any other requests to Center Parcs in Writing:
  - 3.1.1. at least 21 days prior to the Event start date for Events with 350 or less delegates; and

- 3.1.2. at least 28 days prior to the Event start date for Events with 351 or more delegates.
- 3.2. Should the Client notify Center Parcs that the final numbers are more than the contracted numbers, Center Parcs will attempt to accommodate the increased numbers but cannot guarantee to do so and cannot guarantee that the same rates will apply.
- 3.3. Should the Client notify Center Parcs that the final numbers are less than the contracted numbers, the Client will be charged in full for the contracted numbers unless the reduction has been notified to Center Parcs in accordance with paragraph 2.3 of these Terms and Conditions.
- 3.4. The Client agrees to pay Center Parcs for any increase in the number of delegates, accommodation units and any other extra goods, services or activities, not specified in the Contract but provided at the request of the Client or any guest or person representing the Client, at any time including whilst at the relevant Village.
- 3.5. After the Event, Center Parcs shall calculate the actual amount payable by the Client and shall submit a Final Invoice to the Client, which shall be paid by the Client within 28 days of the date of such Final Invoice. Any amounts already paid by the Client shall be deducted from the Final Invoice.
- 3.6. All relevant prices include VAT at the appropriate rate. Center Parcs has the right to increase or decrease prices in line with any change in VAT or any other dues or fees levied on any part of the Contract.
- 3.7. Payment may be made by bank transfer, cheque, bankers' draft or such credit cards as are accepted by Center Parcs from time to time.
- 3.8. In the event of any query relating to any Center Parcs invoices, the Client must notify Center Parcs in Writing within 7 days of the Invoice issue date.
- 3.9. Center Parcs reserves the right to charge interest at a rate of 2% above the base rate of Barclays Bank Plc., on any outstanding balance(s) due to it from the Client.

#### 4. Cancellation of the Event by the Client

- 4.1. If the Client wishes to cancel the Event then notification of such cancellation must be immediately given to Center Parcs in Writing. Verbal notice of cancellations will not be accepted. The following charges will apply:

Number of days prior to the Event date that notification is received	Cancellation charge as a % of the total booking value as set out in the Booking Details or (if applicable) the revised final booking value
More than 56 days	25%
29-56 days	50%
15-28 days	75%
Less than 14 days	100%

- 4.2. In addition, the Client agrees to reimburse Center Parcs for any non-recoverable internal and/or Third Party charges arising as a result of any cancellation.
- 4.3. The Client is strongly advised to consider taking out insurance to protect against the cancellation of the Event and the consequent sums which the Client may have to pay.

#### 5. Cancellation or Amendment by Center Parcs

- 5.1. Center Parcs will attempt to ensure that the Venue, is available for the Client for the Event. However, Center Parcs, will not be liable to the Client if the Event has to be cancelled or amended by Center Parcs for any of the following reasons:
  - 5.1.1. the Client is more than 28 days in arrears with payment to Center Parcs, whether in connection with this Contract or otherwise, or any holding company, division or subsidiary of the Center Parcs group;

- 5.1.2. if Center Parcs becomes aware of any alteration in the Client's financial situation which, in the reasonable opinion of Center Parcs, might lead to the Client being unable to meet its financial obligations to Center Parcs;
  - 5.1.3. any part of the relevant Village or any services/facilities provided are closed or not available at the relevant Village due to loss of utilities, storm, flood damage and bursting and overflowing water pipes and tanks, fire, tempest, earthquake, lightning, explosion, terrorism, malicious damage, impact of vehicles and by aircraft, disturbance, riot or industrial action, by order of any public authority or for any reason beyond Center Parcs' control;
  - 5.1.4. if it comes to Center Parcs' attention that the Event is of an illegal nature or in the reasonable opinion of Center Parcs is immoral or would in any way harm or prejudice the reputation of Center Parcs.
- 5.2. If, for any reason beyond its control, Center Parcs needs to amend the booking in any way, Center Parcs reserves the right to offer the Client alternative facilities which in the reasonable opinion of Center Parcs are of equivalent status and comfort.

## **6. Liability**

- 6.1. In all cases, except personal injury or death, Center Parcs' liability to the Client for the total of all claims arising out of the Contract is limited to the total cost of the Contract less any cancellation or other charges.
- 6.2. Center Parcs shall not be liable for any consequential or indirect loss or damage suffered by any Third Party or the Client which arises out of or in connection with the Contract including, but not being limited to, loss of profit, damage to or loss of any property or items belonging to the Client or any Third Party and personal injury to the Client or any Third Party (but only so far as such injury is not caused by Center Parcs' negligence).
- 6.3. The Client shall indemnify and keep indemnified Center Parcs from and against any costs incurred by Center Parcs as a result of:
  - 6.3.1. cancellation or termination of any Third Party services by the Client or Center Parcs; and
  - 6.3.2. any liability which Center Parcs may have to an Introducer (other than in respect of payment of any commission properly due from Center Parcs to the Introducer) as a result of the Introducer's relationship with the Client. For the avoidance of any doubt, it is agreed and acknowledged by the Client that any Introducer is the agent of the Client and not of Center Parcs.
- 6.4. The Client shall indemnify and keep indemnified Center Parcs from and against all expenses, loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by Center Parcs, or for which Center Parcs may be held liable, resulting from:
  - 6.4.1. any act, omission, neglect or default of the Client, any Third Party, or any Introducer;
  - 6.4.2. any failure of any Third Party, any Introducer or the Client to comply with any rules or regulations invoked by Center Parcs from time to time;
  - 6.4.3. any loss or damage to the Venue or Village and/or any breach of the Contract.

## **7. General**

- 7.1. The Client and any Third Party engaged by the Client undertakes and agrees to obtain and keep in full force all appropriate insurance which may include without limitation, employer's liability and public liability insurance of at least £5 million per claim.
- 7.2. The policy or policies of insurance shall be purchased from a reputable UK insurer, shall be on an occurrence basis and shall be shown to Center Parcs on request together with satisfactory evidence of the payment of the premium.
- 7.3. The Client must obtain the prior agreement of Center Parcs in Writing for any Third Party services contracted for by the Client in connection with the Contract.

- 7.4. Safety is paramount to Center Parcs and to ensure that the high standards of safety set by Center Parcs are complied with by all those attending the Event, Third Parties are only admitted to the Venue if they are willing to comply with all health and safety legislation and all appropriate Center Parcs' procedures and shall carry out their own risk assessment procedure in order to do so. The Client shall therefore ensure that all Third Parties are aware of this and shall be liable for any costs incurred by Center Parcs for ensuring such compliance. Any such contractors must report to the Center Parcs Technical Services department before carrying out any work or services at the relevant Village and must comply with any reasonable request of Center Parcs in respect of such services.
- 7.5. The Client is responsible for ensuring that all of their Third Parties comply with the Center Parcs' Terms and Conditions of Booking, and in particular with those clauses relating to behaviour and consideration towards other guests. Attention is drawn to the fact the Center Parcs villages are used by families with children of all ages.
- 7.6. The use of all activities and facilities not detailed in the Contract is subject to the Center Parcs' Terms and Conditions of Booking and any other specific conditions agreed at the time of booking the relevant activity or facility.
- 7.7. Center Parcs reserves the right, in its absolute discretion, to refuse admission to the Venue and or Village or remove from the Venue and or Village any person who has behaved or is behaving in a manner which, in the reasonable opinion of Center Parcs has affected, or is likely to affect, the enjoyment of any other Third Party.
- 7.8. The Venue will be made available from the time shown in the Booking Details. The Client will ensure that any Third Party, and the Client will have vacated the Venue and Village within half an hour of the departure time shown in the Booking Details. If an extension to these times is requested, Center Parcs will attempt to assist but may, in its absolute discretion, make extra charges for the additional use of the Venue.
- 7.9. On arrival at and departure from the Village the Client shall use all reasonable endeavours to ensure that all Third Parties shall not cause any unreasonable disturbance or nuisance to any persons or properties in the vicinity of the Village.
- 7.10. The Client shall ensure that where applicable any Third Party has returned the Venue to its original state including, but not being limited to, the tidying and removal of all rubbish from the Village at the end of the Event.
- 7.11. The Client may only use photographic, sound or film equipment outside of the Venue with the prior agreement of Center Parcs in Writing.
- 7.12. No equipment or practices which may conflict with Center Parcs' obligations under health and safety legislation regulations and procedures in force can be brought into or used at the Venue without the prior agreement of Center Parcs in Writing.
- 7.13. No wines, spirits, or any other beverages or food can be brought into the Venue or taken outside of the Venue without the prior agreement of Center Parcs in Writing. Only persons authorised by Center Parcs are permitted to sell or offer for sale any items or services at the Venue.
- 7.14. No use may be made of any Center Parcs name, logo, or publicity material without the prior agreement of Center Parcs in Writing.
- 7.15. No signs, displays, posters or other material may be fixed to the walls, floor or ceilings of the Venue or otherwise displayed at the Village without the prior agreement of Center Parcs in Writing. Fixtures and/or fittings and all such display items must comply with the relevant legislation, codes of practice and equivalent provisions.
- 7.16. Center Parcs is obliged to comply with various licensing and statutory regulations and accordingly requires the Client and any Third Party to comply with any reasonable and proper instructions given to them by any duly authorised representative of Center Parcs and the Client shall indemnify and keep indemnified Center Parcs for any loss, damages or expenses suffered or incurred by Center Parcs as a result of a breach of this condition.
- 7.17. With the exception of guide and assistance dogs, pets are not permitted at the Village without the prior agreement of Center Parcs in Writing.

- 7.18. Unless detailed in the Booking Details the Client acknowledges and accepts that other guests may use facilities at the Village other than the Venue at the time of the Event which may cause interference or disruption to the enjoyment of the Event. Center Parcs shall use its reasonable endeavours to ensure that such interference or disruption (if any) shall be kept to a minimum.
- 7.19. The Client acknowledges that there are various overt and covert closed circuit television cameras positioned at different locations within the Village and that body worn cameras may be used by duly authorised officers of Center Parcs and accepts that the Client's image and that of any Third Party may be captured whilst in and about the Village.
- 7.20. In requesting Center Parcs to photocopy any document, article, drawing or other item, the Client confirms that the written consent of the copyright owner has been obtained and the Client undertakes to indemnify and keep indemnified Center Parcs for any loss, damage or expense suffered by Center Parcs as a result of a breach of this condition.
- 7.21. Any corporate gifts the Client has for distribution at the Event should be brought to the Village as agreed in advance in writing between the parties and marked for the attention of the Conferences and Events team.
- 7.22. This Contract contains the entire agreement between the parties with respect to the Event, supersedes all previous agreements and understandings between the parties and may only be modified by the mutual consent of the parties in Writing.
- 7.23. This Contract may not be assigned by the Client without the prior agreement of Center Parcs in Writing, but may be assigned by Center Parcs.
- 7.24. Any variation of the Contract shall only be effective and binding upon Center Parcs if it is in Writing and signed by a duly authorised officer of Center Parcs.
- 7.25. Center Parcs or subsidiaries may enforce the terms of this Contract in accordance with the Contracts (Rights of Third Parties) Act 1999. No other person or body who is not a party to this Contract shall have the right to enforce any of its terms.
- 7.26. This Contract shall be governed by and construed in all respects in accordance with the laws of England and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts.