

Waterfoot Hotel Conference & Events Terms & Conditions

1. General

- These terms and conditions apply to all conferences, meetings, banquets, and events booked at Waterfoot Hotel.
 - By confirming a booking, the client agrees to these Terms.
 - All rooms, facilities and rates offered by Waterfoot Hotel are subject to availability at the time of booking and the discretion of the Manager.
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2. Booking & Confirmation

- A booking is only confirmed upon receipt of written confirmation between the Client and Waterfoot Hotel, along with full payment of any requested deposit.
 - Waterfoot Hotel reserves the right to release tentative holds if confirmation is not received within 7 days.
 - Waterfoot Hotel reserves the right to release any bookings if they do not have any communication with the Client within 7 days prior to the booking.
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3. Pricing

- All rates include VAT at the current rate that is deemed by the government at the time of booking. Should the VAT alter in any way, we reserve the right to adjust relevant prices relating to The Event, at any point.
 - All prices are as quoted and no other discount, promotion or reward scheme may be applied in respect of the Booking.
 - Waterfoot Hotel reserves the right to review its pricing and to alter prices and rates without notice. Notification once the prices have been altered, shall be sent to The Client(s) immediately. Signing of this contract is accepting this possible increase. However, you would be informed on booking if you could be subject to increase.
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4. Deposits & Payments

- A non-refundable deposit, determined by each booking individually, is required to secure the booking.
- In all cases, failure to pay a deposit within 14 days of being requested to do so will entitle Waterfoot Hotel to treat the booking as cancelled.
- If The Client(s) cancels at any point throughout the planning process, any deposits paid will not be refunded and are non-transferrable.
- Full prepayment or balance settlement is required 7 days prior to the Event, unless otherwise agreed in writing. If not received, Waterfoot Hotel has the right to cancel the

booking. Credit facilities are only available if the Client has previously set up an account, subject to the credit agreement terms.

- Additional charges incurred on the day (e.g., extra catering, AV equipment, extensions) will be added to the final invoice and payable on the day, unless credit facilities are in place.
 - Payment is by cash, cheque payable to Waterfoot Hotel – subject to management discretion, BACS or such credit and debit cards as are recognised by Waterfoot Hotel (some credit cards maybe liable to a surcharge). Waterfoot Hotel reserves the right to refuse a method of payment and ask for an alternative if necessary.
 - In The Event of any query relating to the invoice, The Client(s) must notify Waterfoot Hotel within 14 days of the invoice date and The Client(s)'s obligation to pay all outstanding balances immediately will not be affected. If Waterfoot Hotel is not notified of any discrepancies with the invoice in this time, Waterfoot Hotel holds the right to charge the initial invoice without change if it is seen fit.
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5. Cancellation Policy

Client Cancellation

- Cancellations or postponements by The Client(s) must be in writing and signed by all major parties involved in The Booking and will result in the charges below becoming due and all instalments retained. In each case, the percentage charged is based on the advance notice of cancellation given and applies to the estimated total cost of the booking.
- Any and all cancellations will forfeit the initial deposits paid.
- If the Client cancels the Event, the following charges will apply:
 - **More than 90 days prior to Event:** Deposit forfeited.
 - **60–89 days prior:** 25% of estimated total charges.
 - **30–59 days prior:** 50% of estimated total charges.
 - **Less than 30 days prior:** 100% of estimated total charges.
- The Client(s) also agrees to reimburse Waterfoot Hotel for any costs incurred by it arising from the consequential cancellation of Waterfoot Hotel's arrangements with third parties.

Hotel Cancellation

Waterfoot Hotel may cancel the booking at any time and without liability to The Client(s) if:

- The Client(s) is more than 30 days in arrears with payment to Waterfoot Hotel for previously supplied services.
- The Client(s) is unable to pay its debts/deposits as they fall due.

- Any part of Waterfoot Hotel is closed or unable to operate for any reason beyond Waterfoot Hotel's control.
 - The Client(s) are discriminative, abusive, violent or insulting in any way to any member of staff in line with our Hotel's Security and Violent Behaviour Policy.
 - It is The Client(s)' responsibility to take out insurance to cover any unexpected cancellations that may be made by The Client(s) themselves, Waterfoot Hotel or any supplier.
 - Waterfoot Hotel does not accept any liability for the cancellation or delay of any event or failure to provide any of the agreed services which is caused by an occurrence or circumstance beyond the control of Waterfoot Hotel. Including (but not limited to) industrial disputes, terrorist activity, natural disaster, fire, fire evacuation alarm, decrees of Government, or disruption of utility services and the foregoing shall not give rise to any claim for compensation or damages.
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6. Guest Numbers

- Provisional minimum numbers, where applicable, should be noted by The Client(s), and will be required by The Client(s) at the time of booking. Waterfoot Hotel's minimum charge for the facilities booked will be based on those numbers. Any change in these numbers must be reported to Waterfoot Hotel immediately. (Waterfoot Hotel reserves the right to apply any relevant surcharges.)
 - Final guaranteed numbers must be confirmed no later than **14 days** prior to the Event.
 - The final charge to The Client(s) will be calculated using this number or the actual number attending, whichever is greater, provided that the minimum charge is exceeded.
 - If any reduction is made by The Client(s) to the final numbers with less than 30 days notice, Waterfoot Hotel reserves the right to charge The Client(s) for each non-attending guest at 100% of the full price per head.
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7. Food & Beverage

- All catering must be provided by the Hotel unless otherwise agreed in writing.
- The Hotel must be informed of all dietary requirements at least 7 days prior to the Event.
- Outside food and beverages are not permitted without prior consent and may incur a surcharge.
- If permitted in advance and as per written agreement the following corkage fees will apply:
 - **Per 75cl of still wine: £12.00 charge per bottle.**
 - **Per 75cl of sparkling wine: £14.00 charge per bottle.**
 - **Per 75cl of champagne: £30.00 charge per bottle.**

- Other charges apply to alternative drinks such as spirits/fortified wines, please discuss with Management.
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8. Use of Facilities

- The Client is responsible for ensuring that attendees behave in a proper and orderly manner. In The Event of failure to comply with management requests, Waterfoot Hotel may terminate the booking or stop any event at any point without being liable for any refund or compensation.
 - The Hotel reserves the right to remove any person whose behaviour is deemed objectionable or disruptive.
 - It is the policy of Waterfoot Hotel not to discriminate on the grounds of race, colour, nationality, creed, sex, marital status, age, sexual orientation, ethnic origin or disability. The Client(s), its employees, guests and all sub-contractors engaged by or on behalf of The Client(s) are expected to adhere to this policy and Waterfoot Hotel may, without incurring any liability, remove from Waterfoot Hotel any person offending against this policy.
 - The Client will be held liable for any damage caused to Hotel property by attendees, contractors, or suppliers engaged by the Client.
 - Private spaces will be available as per the agreement. Extensions for early arrival or late departure must be agreed with Waterfoot Hotel in advance and a supplementary charge may be applied. Waterfoot Hotel reserves the right to reject requests for late departures.
 - Waterfoot Hotel will accept no responsibility for any issues resulting from late arrivals, and reserves the right to cancel any event where the resulting lateness would affect other bookings or residents.
 - For reasons of safety, it is the responsibility of the parents/guardians of any children attending The Event to ensure that their children are fully supervised at all times, including the bedrooms and gardens.
 - In case of an emergency, Waterfoot Hotel asks that a nominated person is responsible for anyone with a disability to ensure their safety at all times. Please contact the General Manager directly if you require more information on our accessibility and evacuation policy where applicable.
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9. Equipment & Third Parties

- Any external suppliers (e.g., decorators, AV technicians) must be pre-approved by the Hotel and comply with all health, safety, and insurance requirements.
- The Client(s) will ensure that any outside contractor reports, where requested, to Waterfoot Hotel's General Manager to sign an indemnity form. Waterfoot Hotel may in its absolute discretion refuse access to any contractor.

- All displays must comply with statutory codes and regulations. If any display, decoration entertainment etc. is carried out without prior consent from Waterfoot Hotel, a charge may be applicable to cover the costs of any damages etc. made as a result.
 - The Hotel accepts no liability for loss, damage, or injury arising from the use of third-party services.
 - Waterfoot Hotel will provide door staff if it deems it suitable and may charge the guest for this provision.
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10. Liability & Insurance

- The Hotel's liability for any loss, damage, or injury is limited to the extent permitted by law.
 - The Client is strongly advised to obtain event cancellation insurance and public liability insurance.
 - Other than for death or personal injury caused by the negligence of Waterfoot Hotel, Waterfoot Hotel's liability to The Client(s) is limited to the price of the booking plus expenses directly and necessarily incurred by The Client(s) to comply with the booking.
 - Waterfoot Hotel will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.
 - Waterfoot Hotel does not accept responsibility whatsoever for damage to, or theft from, vehicles parked on Waterfoot Hotel premises or for items left behind or in the bedrooms or public areas including the function suite.
 - The Client(s) is responsible for any damage caused to the allocated rooms, furnishings, utensils and equipment in them by any act, default or neglect of The Client(s), its guests or sub-contractors and shall pay to Waterfoot Hotel on demand the amount required to make good or remedy any such damage. Unless The Client(s) can aid in the capture of the guilty party and all compensation required for mending, fixing or replacing the damaged item(s) has been received from said guilty party. Only then, once payment has been received in full, shall The Client(s) no longer be liable for this cost.
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11. Force Majeure

- The Hotel shall not be liable for failure to perform its obligations due to events beyond its reasonable control (including, but not limited to, natural disasters, government restrictions, strikes, pandemics, or power failures).
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12. Governing Law

- Waterfoot Hotel and any events it hosts are subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients and their guests and representatives.

- No smoking is permitted inside the building in any area of Waterfoot Hotel. There are designated smoking areas outside of the building which we ask are adhered to. Any guest caught smoking inside or in non-designated outside areas, will be handed an on-the-spot fine of £100.00 and asked to leave the premises.
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13. General

- Waterfoot Hotel's name, telephone and facsimile numbers, logo, website address & name/derivatives, must not be used in any advertising or publicity without the express prior written consent of Waterfoot Hotel.
- Last orders in Waterfoot Hotel will be called at the appropriate time as directed by NI licensing law. It is at the Duty Managers discretion as to whether Hotel guests only, are able to stay in the Bar and continue drinking. All guests not staying in the Hotel will be asked to leave the premises at this point to which they must oblige.
- Private 'Bookings' in all Licensed area must be finished by the appropriate time, as dictated by NI Licensing law.
- Room hire charges apply to all private bookings and subject to half day or full day rates depending on the timing and duration of the booking. A booking that is made irrespective of duration that does not allow sufficient time to turn room around for a second booking will be charged at a full rate.
- Any comment or complaint should be made at Waterfoot Hotel at the time of The Event so that the matter can be resolved immediately. Alternatively, write within 28 days to Waterfoot Hotel's General Manager at: Waterfoot Hotel, Caw Roundabout, Clooney Rd, Londonderry BT47 6TB