



## CONFERENCE FACILITY TERMS AND CONDITIONS

The Clare Foundation  
Wycombe Road  
Saunderton  
Buckinghamshire  
HP14 4BF

**SATNAV HP14 4HU**

t: 0300 777 7000

w: [www.theclarefoundation.org](http://www.theclarefoundation.org)

### Cancellation Policy

#### **Room Cancellation Policy:**

60 working days - 25%

20 working days - 50%

5 working days - 100%

Prices are for 'half day' (09:00 - 13:00 or 13:30 - 17:30), 'full day' (09:00 - 17:30) or 'evening' (18:30 - 22:00) only. Please observe these timings which include set-up. Prices cannot be pro-rated for shorter bookings. Any additional time due to over running is charged at pro-rata rate plus 20% per hour (or part hour).

#### **Food Cancellation Policy:**

Standard Sandwich Menu's

2 working days - 50%

1 working day after 12 noon - 100%

All other food orders - cancellation policy advised on application

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Estimated number of attendees must be advised 10 days before the event. Invoiced number of attendees can be altered up to 36 hours before the event. Numbers and break times not advised by these deadlines will be set by The Clare Foundation and cannot be changed on the day of the Event.

Any delays causing food to be served later than agreed may result in extra staff charges.

Day rate tea and coffee refers to 3 servings of tea and coffee provided at pre arranged break times.

Requests for extra food and beverages made on the day of the Event cannot be guaranteed due to catering restrictions, therefore please ensure that all requirements are booked prior to the Event to avoid disappointment.

Only Food and Beverages purchased from the Venue may be consumed on the premises unless the Client has otherwise agreed in writing with the Venue, to which an additional corkage charge may apply. In all other circumstances, if Food and Beverages are brought into the Venue by the Client or their Guests (including any children) for consumption, a charge will be made equal to the Venue's selling price for that or equivalent product(s), which will be determined at The Clare Foundations absolute discretion.

No allowance, credit or refund will be made for food and beverages, services or other enhancements not taken or used during the Event, which have been contracted on the Conference Facility Booking Form

Please be aware that the room will not be available until the start time of your booking. Should you require access earlier, please inform us at the time of booking in order that we can extend the timing of your reservation.

Rooms are used for multiple bookings during the day and evening, and will be cleared completely after each booking in preparation for the next. If you have bookings on consecutive days please speak to reception who can arrange for storage of any items.

We politely ask that you leave the building promptly from evening bookings, as exit from the site is limited to 15 minutes after the booking end time.

Please note there is no First Aid provision on site for out of hours events.

Bookings may be postponed at no charge if 4 working days notice is given. In the event of postponement The Clare Foundation will allow one opportunity to postpone to a new booking date. This is solely on the condition a revised date is subsequently agreed and rebooked within 14 working days of the original date of cancellation and that the revised date is no further than 3 months beyond the original booking date. Failure to do so within the stipulated timeframe, or the need to further postpone will incur the cancellation and full charge for the total booking amount. Postponements cannot be applied to food orders which will still be charged as per the Food Cancellation Policy detailed in our Cancellation Policy.

Where any facilities, activities, events or services are booked, The Clare Foundation will not be liable to make any refunds should the Client or their Guests fail or refuse to use them for whatever reason and full payment will be made.

Written permission and approval from The Clare Foundation is required for any 3rd party contractors and suppliers attending the Event or Venue. The Clare Foundation reserves the right to impose additional terms and conditions on any third party contractors or suppliers and the Client will agree to be bound by these.

Where The Clare Foundation is requested to book facilities and services with third parties on behalf of the Client, it will do so in good faith but neither the Venue nor The Clare Foundation will be held liable for either the standard or the provision of such services or the acts or omissions of such third parties.

The Venue is booked by the Client for their exclusive use of the areas specified on the Conference Facility Booking Form and may not be sold to a third party unless by prior written arrangement with The Clare Foundation.

The Clare Foundation cannot guarantee the temperature of any particular areas or rooms.

The Clare Foundation cannot guarantee vehicle parking for all Guests at the Venue.

The Event will start and finish on the date(s) and at the time(s) specified on the Conference Facility Booking Form.

Except to the extent that the law stipulates otherwise, The Clare Foundation will accept no liability to the Client or Guests for any inconvenience, injury or loss and damage caused to any person or



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The Clare Foundation reserves the right to postpone, amend or cancel any booking and further reserves the right, but is not obliged to, to offer alternative accommodation or facilities without any responsibility on its part in the unfortunate circumstances of:

An event or occurrence beyond the reasonable control of The Clare Foundation which causes or is likely to prevent The Clare Foundation from performing its obligations.

The Venue or any part thereof becoming unsuitable or unavailable to hold the booking due to a Force Majeure event or unforeseen circumstances such as adverse or severe weather conditions preventing access to or operation of the Venue, safety or technical issues.

The permanent or temporary closure of the Venue or any part thereof by The Clare Foundation for significant commercial, operational or financial reasons.

A change of ownership or control of the Venue.

In the unfortunate case of a cancellation or termination by The Clare Foundation as set out above, The Clare Foundation will notify the Client as far in advance as possible and will arrange for the refund of any deposits and monies paid but will have no other obligation or liability to the Client. The Clare Foundation will not be liable to the Client for any loss (consequential or otherwise), cost, expenditure, damage or compensation for such changes.

The Clare Foundation cannot be held responsible for any errors or omissions in correspondence or published material and has taken reasonable steps to ensure that the information contained in its own and third party or agents' websites, brochures, tariffs, leaflets and advertising is correct. The Clare Foundation reserves the right to amend or withdraw any service, facility or amenity as previously described without notice if the booking might, in the sole opinion of The Clare Foundation, prejudice the reputation of the Venue or The Clare Foundation.

The Clare Foundation reserves the right to subcontract or outsource the provision of services or facilities in the event that The Clare Foundation at its sole discretion deems operationally, financially or otherwise necessary. The Clare Foundation shall not be obliged to notify the Client and the Client shall have no right to refute or cancel the booking as a consequence of such actions by The Clare Foundation.

The number of persons attending the Event must not exceed the maximum number stipulated on the Room Tariff. The Clare Foundation reserves the right to refuse entry if these conditions are not observed.

The Client will advise the Venue, in writing, no less than 14 days prior to the Event of any special dietary requirements or medical conditions. Every effort will be made to accommodate the Client's requirements but additional charges may be incurred.

The Clare Foundation will require a complete list of any third party musicians or contractors, suppliers or organisers associated with the Event with their full details no less than 21 days prior to the Event and their engagement shall be subject to agreement by The Clare Foundation. The Client is solely responsible for such third party entities or persons, and of these and any other terms and conditions associated with the Event and the Venue.

An additional charge maybe payable to The Clare Foundation if the

property at the Venue.

The Clare Foundation will not be responsible for the security of possessions, vehicles or property. These are brought to the Venue at the entire risk of the owner.

The Client will be held liable for any losses, breakages or damage to the Venue and its contents and furnishings, fixtures and fittings (including any items hired by the Client for use of the Client or Guests) or for injury to anyone including The Clare Foundation and the Venue's staff and contractors arising as a consequence of this booking.

The Client will indemnify the Venue and The Clare Foundation against any and all claims or losses or expenses including but not limited to reasonable legal and professional fees or damages arising as a result of any breach of this agreement.

The Clare Foundation reserves the right to carry out maintenance, refurbishment and redecoration works at the Venue, which may result in parts of the Venue not being available to the Client for the Event. Further, the appearance or decoration of the Venue booked is subject to change. The Clare Foundation will try to minimise the impact of any such works and may, but is not obliged to, relocate the Event within the Venue or offer the Client alternative part(s) of the Venue. The Client will not be entitled to cancel or refute the booking as a consequence of these works.

Except in relation to death or personal injury caused by The Clare Foundations' negligence, The Clare Foundations's entire liability remains, at all times, limited to the value of the booking. For the avoidance of doubt, the employees and the owners of The Clare Foundation will not be personally liable for any losses.

The Clare Foundation does not warrant and takes no responsibility for the accuracy of any verbal information given or statements made by its staff or contractors.

The Clare Foundation regrets that, due to the historic and unique nature of our Venues, some areas may be difficult for wheelchairs, and less able people. Clients and their Guests should discuss their individual requirements with The Clare Foundation at the time of booking.

With the exception of assistance dogs, no pets are allowed at the Venue.

The breach of any one of these terms and conditions will not constitute a breach of the entire agreement between the Client and The Clare Foundation and each clause will be jointly and severally enforceable.

If any of these terms and conditions shall be found by a Court or other competent authority to be invalid, ineffective or unenforceable, the rest of the terms and conditions shall continue to be valid and enforceable.

Any waiver by The Clare Foundation of any breach of the booking or these terms and conditions by the Client shall not be considered as a waiver of any subsequent breach of the same or any other provision.

The Client and The Clare Foundation shall be the only parties with the right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.

The Clare Foundation, its Agent or representative may carry out photography or other recordings at the Event. The Client has the right



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Client wishes to store any equipment at the Venue before or after the Event.

The Client will be responsible for the cost of any additional licences, fees and royalties, which may be due in respect of the Event to the Performing Rights Society, Phonographic Performances Ltd, the Copyright Licensing Agency Ltd, the Educational Recording Agency Ltd, or any other relevant person, firm or organisation.

Should a Client or his Guests (including any children) act in an improper or disorderly manner or refuse to comply with the reasonable requests of The Clare Foundation's staff, The Clare Foundation reserves the right to withdraw services or facilities or to terminate the Event or to insist upon the immediate removal of a Guest or Guests from the Venue. Should this occur, no monies will be refunded. The decision of The Clare Foundation's senior representative/management at the Venue will be final and binding.

The Clare Foundation's staff and contractors working at the Venue are entitled to be treated with dignity, politeness and respect by the Client, their Guests (including any children) and the Client's representatives at all times. Any physical or verbal abuse or aggressive or violent conduct will not be tolerated. The Clare Foundation reserves the right to remove individuals from the Venue whose behaviour, conduct or language fall below acceptable standards or to withdraw services or facilities or to terminate the Event.

The Clare Foundation requires that the Client and their Guests (including children) show due consideration to other people and Guests at the Venue and to the inhabitants of nearby and neighbouring properties and keep any noise to a minimum.

Prior written approval will be obtained from The Clare Foundation if the Client wishes to fix or suspend items to the walls, floors or ceilings. The Clare Foundation will hold the Client liable for any damage caused by the Client or by the Guests (including any children). An inspection of the Venue before and after the Event may be requested by contacting the duty manager. The Clare Foundation will notify the Client of any damage and will provide an estimate of the repair or replacement costs. The Client will reimburse The Clare Foundation in full for all losses, damages and breakages. If the Client requests the removal or movement any of furniture or fixtures and fittings, The Clare Foundation will be entitled to make additional charges to cover their removal and storage and their subsequent reinstatement.

to withdraw their consent at any time by informing The Clare Foundation in writing to the postal address or the email address shown on the Conference Facility Booking Form. Images may be used on the website, or in future marketing materials. The Guests consent to the use of such images by The Clare Foundation in connection with advertising, promoting or monitoring and acknowledge that copyright in such images rests with The Clare Foundation. No payment or compensation will be offered to either the Client or Guests if any images are used. Please note where imagery has been used with prior consent, The Clare Foundation may not be able to withdraw all imagery in circulation immediately.

Copyright and all other intellectual property rights shall remain the property of The Clare Foundation.

The Clare Foundation reserves the right to collect and process the personal data from the Client and the Guests for the purposes of marketing and promotional activities.

In the public areas of the Venue, CCTV may be in operation and video recordings may be made. This activity is carried out for security and for operational reasons and for the safety of the Guests. CCTV footage is not available for visitors in the instance of vehicle accidents.

These Terms and Conditions and the Conference Facility Booking Form can only be amended in writing by The Clare Foundation.

Nothing contained within this agreement will affect the statutory rights of either The Clare Foundation or the Client.

These Terms and Conditions will be binding on the Client, its successors and assigns.

By accepting this booking you agree to the above terms and conditions, and cancellation policy