

# FUNCTION BOOKING FORM

HOW HAVE YOU HEA  Visited before  Website	Fac	HAM G cebook nail	OLF C	_ w	/ord of mouth ther (please say)
Name of Hirer				Date of Function	
Type of Function					
Address (inc. postcode)					
Function start time				Function end time	
Mobile Tel				Email	
Day Time Tel				Approx. Numbers	
				Catarina	Requirement
MENU CHOICE				Catering	Requirement
Menu		V			
Function Menu					
Carvery Menu					
Cold Finger Buffet Menu					
Cold Fork & Celebration Menu					
BBQ Menu				Special dieta	ry requirements
Canapes Menu					
you by email, phone or po	st with regards to th	is booki	ng 🗌		onal data given and to contact
By ticking this box you give your consent to receive from time to time email communication from Puttenham Golf					
Club with regards to news of special offers on functions, events, golf membership and golf green fees					
I have read, and confirm agreement to your Terms & Conditions (in particular the cancellation clauses) and enclose my deposit of £25. If you would prefer to pay directly into our bank the the details are: Account Number 01022601 Sort Code 60-09-21. Please use the word "Function" followed by your name as a payment reference.					

Date: .....

## TERMS & CONDITIONS

#### 1. DEFINITIONS

In these Terms and Conditions, the following expressions shall have the following meanings, namely:

- (a) the "Booking" means the Hire of the Premises as set out overleaf. (b) the "Golf Club" means (Puttenham Golf Club).
- (c) the "Hirer" means the party hiring the Premises as set out overleaf.
- (d) The "Premises" means the areas of the Golf Club to be included in the Booking.
- (e) the "Booking Fee" means the price given by the Golf Club in respect of the Booking.

#### 2. GENERAL

- (a) These Terms and Conditions apply to all Bookings accepted by the Golf Club and supersede all other terms and conditions, representations or undertakings made by the Hirer of the Golf Club. Nothing said or written during the course of negotiations between the Hirer and the Golf Club shall have any contractual or other legal effect unless incorporated in this document.
- (b) No agreement shall be effective to vary the Booking unless agreed in writing and signed by a representative of the Golf Club duly authorised in writing.

#### **3 DESCRIPTION OF PREMISES**

- (a) The Golf Club reserves the right to make, without notice to the Hirer, any improvement or alteration in the material, specification, dimensions or design of the Premises which it thinks reasonable or desirable or which it is required to make by law and such improvement or alteration shall not affect the validity of the Booking.
- (b) Illustrations, photographs, descriptions and general literature relating to the Premises are intended as a general guide only and the Premises will not necessarily correspond in all aspects with images in such illustrations and photographs or described in the general literature.

- (a) Completion of a Booking From shall constitute a binding Contract between the Golf Club and the Hirer and any agreed variation made at the request of the Hirer may be subject to an adjustment of Booking Fee. The Hirer placing any Booking shall be deemed to be satisfied as to the contents and provisions of any specification relating to the Premises. Acceptance of the Golf Club's Terms and Conditions shall be deemed to have been given on, and implied by, the placing of a Booking with the Golf Club.
- (b) No Booking shall thereafter be cancelled, altered or superseded either in whole or part without the written consent of the Golf Club.

#### 5. PRICE

- (a) All prices for Bookings quoted to the Hirer are those prevailing at the time of the Agreement. It is understood and agreed between the Golf Club and the Hirer that such prices May be subject to variation and that the actual price payable for the Booking shall be recalculated and invoiced. The Hirer shall be liable to make due payment in accordance with the current prices and costs prevailing at the time of delivery together with value added tax where applicable. The Golf Club reserves the right to correct any arithmetical error or omissions in any Price quoted.
- (b) In the case where the hirer is a Club member, he shall forego the right to use his membership bar swipe card to obtain discount for purchases from the bar other than for the purpose of providing a free bar to all guests at his own expense, or for purchasing his own drinks in the normal way. All non member guests will be expected to pay the going rate for their drinks. A price list is displayed in the main lounge.

#### 6. PAYMENT

Unless otherwise agreed payment in full shall be due and owing by the Hirer of the Golf Club. The agreed forms of payment must be strictly observed. If any sum due hereunder is not paid in full by the date specified or if before such date the Hirer is unable or unwilling to make such payment in full then the Golf Club shall have the right to terminate the contract forthwith by notice in writing whereupon Clause 9 shall apply.

## 7. LICENCE TO ENTER

Upon payment of the Booking Fee the Hirer shall have the right to enter the Premises for himself and his agents and visitors to use the premises subject to the Terms and Conditions and for the period of the booking.

#### 8. HIRER'S OBLIGATIONS

- (a) The Hirer is responsible for the preservation and good order during the Booking of the Premises and for any damage that may be done to the Premises in consequence of the Booking, which would not have taken place had the Booking not taken place. At any Booking of the Premises at which members of the public are admitted, the Hirer may provide an adequate number of stewards who may be present throughout the Booking. In the event of any such damage, the Golf Club may make it good and the Hirer, by acceptance of these Terms and Conditions, will thereby be deemed to have undertaken to pay the cost of such reparation.
- (b) The Hirer shall be responsible for complying with all or any licensing requirements, bylaws, regulations or other rules governing the Premises.

#### 9. TERMINATION OF CONTRACT

- (a) The Contract shall automatically terminate if the Hirer, (being an individual or, in the case of a firm, any member thereof) commits any act of bankruptcy or has a receiving order made against him or has any process of distress or execution levied upon his goods or makes any arrangement with his creditors, before the Booking has been paid for; or if the Hirer (being a limited company) has a receiver appointed of its assets or goes into liquidation whether compulsory or voluntary or ceases to carry on business. If the Golf Club reasonably considers that any of the said events is about to occur before the Booking has been paid for, then the Golf Club may terminate forthwith by notice in writing.
- (b) In the event of termination under Clause 9 or under sub-clause (a) above the Hirer shall cease to have any interest or right to possession of the Premises and the Golf Club.
- (c) Termination under this Clause or under Clauses 6 and 9 hereof shall be without prejudice to the Golf Club's right to recover any damages for any breach by the Hirer.
- (D) Should the Hirer wish to cancel the Booking, in the event of the Booking being cancelled within 2-4 weeks of the date of the Booking a minimum charge of 50% of the Booking Fee may be charged; if within 2 weeks 75% of the Booking Fee may be charged and if cancellation occurs within the last week 90% of the Booking Fee may be charged.

- (a) The Golf Club shall not be liable if delivery is prevented, hindered or delayed by reason of strikes, sit-ins, trade disputes, lock-outs or any other actual or threatened industrial Acton, or by difficulty in obtaining labour, plant, materials or brought-in components, or by breakdown or plant or machinery (including transport) or by interruption of power supplies, or by fire or by legal action by a third party (whether or not any of the aforesaid are caused by the negligence of the Golf Club or its servants or agents) or by reason of any circumstances outside the Golf Club's control which shall include but not to be limited to war, civil riot, intervention by Government, and all the other cases of force majeure.
- (b) The Golf Club shall not be liable for any loss or damage suffered by the Hirer and his agents and visitors save where such an exclusion conflicts with Statute.

## 11. NOTICES

Any notice may be served by either party on the other by leaving it at or sending by post, fax, or e-mail to the address of that party contained in the contract. Such notice shall be deemed to be served when it would be received by either party in the normal course of transmission of post or