

Morley Hayes

CONFERENCE AND MEETINGS

Price List and Terms 2012



CONFERENCE FACILITIES

Morley Hayes is a stunning example of an old country farmstead tastefully enhanced and converted into conference and event suites, restaurants, bar, four star hotel and championship golf courses to provide the highest standards of comfort and facilities.

Morley Hayes sources local produce and supplies to reduce our impact on the environment and to support our local businesses.

Set amongst acres of a beautiful parkland golf course, Morley Hayes provides the perfect venue for meetings of up to 100 delegates. Although only minutes from many town centres, our unique country setting enables you and your delegates to have an enjoyable and constructive day. Our permanent helipad is available should any delegates want to arrive in style.

We will make your conference run as smoothly as possible, and with our friendly, professional and efficient staff and flexible arrangements, you won't find a better venue.

MORLEY HAYES HOTEL

With the wonderful views of the parkland golf courses amidst the Derbyshire countryside look no further than our AA 4 star Morley Hayes Hotel. 32 luxury bedrooms including suites and a stunning penthouse, all air-conditioned with balconies or terraces.

Hotel benefits include;

- Complimentary Wi-Fi
- Complimentary shuttle service (see below for details)
- Large Work stations
- Fully air conditioned
- Luxury Bathrooms with Molton Brown toiletries
- Super king size beds with zip and link facility
- Full Derbyshire breakfast cooked to order using local produce

GOLF AT MORLEY HAYES

What more relaxing way to unwind than with a round on our 18 hole championship manor course, our 9 hole tower course or on our 17 bay all weather floodlit driving range equipped with Powertee, the number one automated tee system.

SHUTTLE SERVICE

Complimentary shuttle service available for hotel guests from East Midlands Airport, Derby railway station, East Midlands parkway, visits to Derby County Football Club and Virgin Active Gym and Spa.

VIRGIN ACTIVE GYM AND SPA

Morley Hayes have teamed up with Virgin Active in Derby, to provide its guests with the chance of using their excellent facilities. Passes are available from the hotel reception at a price of £15. Our complimentary shuttle service is available to and from Virgin Active.



OUTDOOR EVENTS AND CORPORATE ACTIVITIES

Working together with a leading event activity organiser KDM events we can offer a range of ideas for indoor or outdoor team building events.

Possible outdoor activities include:

- Longbow and Crossbow Archery
- Pistol and Rifle Shooting
- Sheepdog and Gun Dog Handling
- Falconry Ferret Racing
- Laser Clay

Possible indoor activities include:

- Crystal Maze
- Games Galore
- The Apprentice
- Krypton Factor
- Ice Sculpting
- Cookery demonstration with celebrity TV chef Rachel Green

For full details of activities available please see our corporate page on our website

FLY FISHING

Experience the pleasure and art of fly casting on our beautiful lake with tuition from Laird Ken McCloughlin. Ken has 44 years of fly fishing experience and has been teaching for 15 years on a local estate in Derbyshire.

Learn all about the fly casting principles, fly casting tackle, how to set it up, which fly casts to use, fly life and even safety at the water's edge.

Lessons are tailored to suit your needs and requirements and all tackle is provided.

£35.00 per person (1 hour tuition)

Maximum of 4 people.

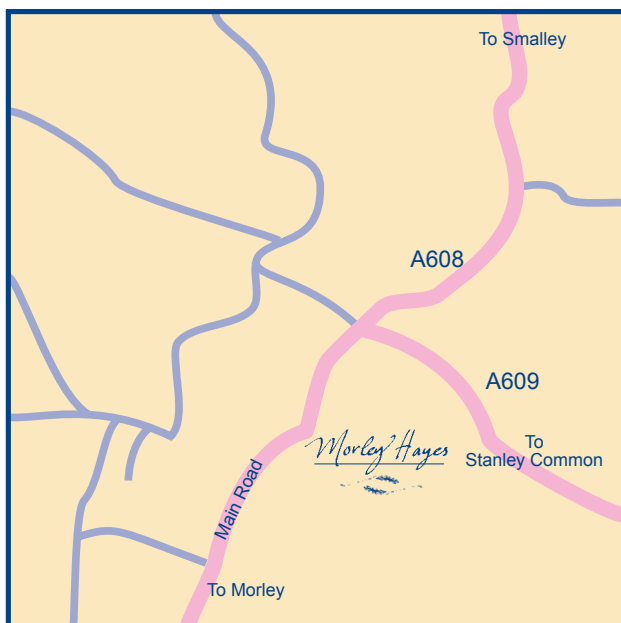
Rod license; Price on application.

Fly casting is not just a great way to learn a new skill but a brilliant way to relax and unwind.

MAKE AN APPOINTMENT

If you would like to meet one of our dedicated conference co-ordinators who would be able to show you our conference suites and meeting rooms, and check availability please do not hesitate to contact our events office on 01332 782005 to arrange a suitable day and time.

CONTACT AND LOCATION



Morley Hayes
Main Road
Morley
Derbyshire
DE7 6DG
www.morleyhayes.com
Telephone: 01332 780480
Fax: 01332 781094

Direct Line: 01332 782005
Email: events@morleyhayes.com

DELEGATE PACKAGES

DAY DELEGATE RATE

up to a maximum of £39.95 per delegate

Inclusive of:

Room hire charge

Freshly brewed Yorkshire tea, fruit teas and coffee, on arrival

Mid-morning freshly brewed Yorkshire tea, fruit teas and coffee with biscuits and a basket of crunchy apples

2 course luncheon

Mid-afternoon freshly brewed Yorkshire tea, fruit teas and coffee

Fruit cordials, sparkling & still bottled waters

Mints and boiled sweets

Note pad and pens

Flipchart with pad and pens

Lcd projector and Screen

Stationery tray

Complimentary Wi-fi

VAT @ current rate

PREMIER DAY DELEGATE RATE

up to a maximum of £44.95 per delegate

In addition to the day delegate rate:

Freshly baked country rolls filled with a choice of Derbyshire back bacon or Owen Taylor's sausage or Danish Pastries served on arrival

Afternoon tea and coffee with a selection of mini cakes

Unlimited tea and coffee throughout the day

24 HOUR DELEGATE RATE

Single occupancy

up to a maximum of £147.00 per delegate

Twin occupancy

up to a maximum of £119.95 per delegate

In addition to the day delegate rate:

Three course dinner in The Dovecote restaurant

Overnight stay in en suite room

Full English or continental breakfast

MANOR GOLF DAY DELEGATE RATE

up to a maximum of £54.95 per delegate

In addition to the day delegate rate:

18 holes on our championship manor golf course

TOWER GOLF DAY DELEGATE RATE

up to a maximum of £47.95 per delegate

In addition to the day delegate rate:

9 holes on our tower golf course

ROOM HIRE ONLY

De Ferrers, Sacheverell and Pavilion

up to a maximum of £480.00 per day

De Ferrers, Sacheverell and Pavilion

up to a maximum of £240.00 per ½ day

Syndicate Room and Dovecote Boardroom

up to a maximum of £240.00 per day

Syndicate Room and Dovecote Boardroom

up to a maximum of £120.00 per ½ day

BREAKFAST MEETINGS

Price and details available upon request

SAMPLE DELEGATE PACKAGES

LUNCHEON OPTIONS

OPTION ONE

(Two Course Finger Buffet)

Selection of freshly made sandwiches served on farmhouse brown and white bread
(For example free range egg mayonnaise, farmhouse cheddar, salmon and cucumber, tuna and spring onion, baked ham, roast beef and coronation chicken)

Honey and sesame seed mini sausages served with Mr Pitchforks tomato relish

Owen Taylor's cheese & onion mini quiches (v)

Beef chilli skewers* with flat breads, coriander and yogurt dip, chilli jam dip and jalapeno peppers

Cracked black pepper potato wedges (v) with sour cream

Cocktail sized chicken samosas

Onion bhaji (v) served with crème fraiche

Battered fish and mushy peas served on a crispy potato rosti

Derbyshire roast beef served in mini Yorkshire puddings with horseradish cream

A selection of cupcakes

Fresh fruit salad with lemon and lime syrup and honey Greek yogurt

(Please select one choice of dessert)

OPTION TWO

(Two Course Cold Fork Buffet)

Honey roasted ham served with a selection of mustards

Red onion and goat's cheese tart (v)

Terrine of smoked mackerel with cucumber salad

Buttered new potatoes with chives (v)

Warm granary, parmesan or white rolls served with pots of butter (v)

Green leaves with homemade croutons, Casaer dressing and shavings of parmesan (v)

Home made crunchy coleslaw, shredded cabbage, carrots, apple and raisins (v)

Vine tomatoes, red onion and fresh basil with Morley Hayes vinaigrette (v)

Strawberry tart, vanilla cream, strawberry coulis

Profiteroles filled with a baileys cream, and served with dark chocolate sauce

Fresh fruit salad with lemon and lime syrup and honey Greek yogurt

(please select one choice of dessert)

OPTION THREE

(Two Course Healthy Fork Buffet)

Platter of poached salmon and Atlantic prawns served with lemon wedges

Mediterranean roasted chicken breast marinated in a red pepper puree, garlic and oregano

Warm bruschetta with cottage cheese, sun blushed tomatoes and fresh basil (v)

Mixed leaf salad with vine tomatoes, cucumber, and red onion dressed with Morley Hayes vinaigrette (v)

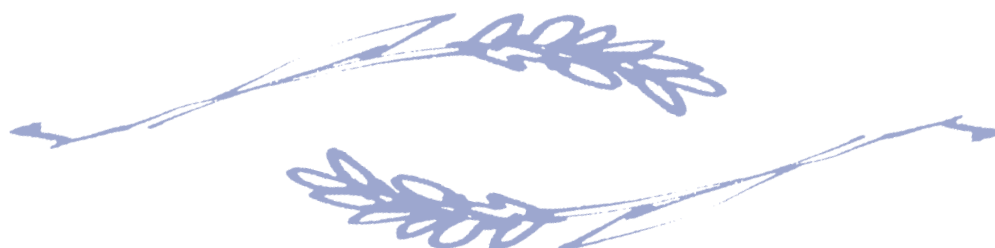
Rosemary three bean salad with parmesan

Moroccan style vegetable couscous salad with apricots, roasted peppers, courgettes and aubergine (v)

Baked sweet potato wedges with natural yogurt (v)

Warm granary, parmesan or white rolls served with pots of butter (v)

Fresh fruit salad with lemon and lime syrup and honey Greek yogurt



OPTION FOUR

(Two Course Hot Fork Buffet)

Classic Derbyshire beef stroganoff with chestnut mushrooms, brandy & paprika served with steamed basmati rice

Morley Hayes classic fish pie topped with a crispy creamed potato topping
Spinach and mushroom cannelloni with ricotta cheese, garlic, nutmeg and shavings of parmesan cheese (v)

Morley Hayes mixed salad

Warm granary, parmesan or white rolls served with pots of butter (v)

Classic baked vanilla cheesecake, blackcurrant and cassis, vanilla cream

Treacle tart, raspberries and clotted cream

(please select one choice of dessert)

OPTION FIVE

(Two course luncheon served in the Dovecote Restaurant)

Your choice for luncheon will be taken at the mid morning break.

Roast chicken breast, lemon garlic tagliatelle, mushroom duxelle, roasted courgettes
Lemon sole, potato crust, warm salad of gem lettuce, shallots and bacon, sauce vierge
Roasted vegetables, honey glazed feta cheese samosa

All main courses accompanied by seasonal potatoes and vegetables



Lemon tart, Italian meringue, blackberries

Chocolate marquise, salted almond ice cream

Colston Bassett stilton with oatcakes, plum and apple chutney



Freshly brewed coffee will be served back in your Conference Suite

(Please allocate one hour for this luncheon option)

ADDITIONAL FOOD

• Derbyshire back bacon in a country roll	£3.95
• Owen Taylor's country sausages in a country roll	£3.95
• Two free range fried eggs and grilled tomato in a roll (v)	£3.50
• Danish Pastries or Croissants	£2.00
• Full English Breakfast - Free range scrambled egg, Derbyshire back bacon, Owen Taylor's country sausage or Quorn Sausage (v) local black pudding, field mushroom, hash brown, grilled tomato, baked beans, and one round of toast	£8.25
• Slate platter of three British cheeses served with biscuits, celery and grapes, chutney	£7.75 per person
• Fruit basket (caters for 10 people)	£15.00
• A selection of mini cakes for example; Chocolate éclairs, Apple crumble tart, Fresh fruit meringue, Fruit tart, Strawberry shortcake, Lemon tart, Chocolate tart and Bakewell tart	£3.25
• Homemade scone with strawberry jam and clotted cream	£1.50
• A selection of cupcakes	£2.95

GOLF FACILITIES

• 18 Hole Championship Golf course (midweek)	£15.00
• 9 Hole short course (midweek)	£8.00
• Driving Range	From £1.00 for a basket of balls
• PGA professional golf tuition	priced upon request

ADDITIONAL EQUIPMENT AND SERVICES

• Tea/Coffee	£1.40
• Tea/Coffee & Biscuits	£2.15
• Flipchart with pads and pens	£10.00
• Screen	£9.30
• Overhead projector + Screen	£27.20
• LCD Power point projector	£120.00
• TV and Video	£82.95
• Pads & pens	£1.25
• Jug of cordial	£3.95
• Bottled Water	£2.85
• Photocopying (per sheet)	£0.25
• Acetates (per sheet)	£1.70
• Fax (outgoing per sheet)	£1.40
• Lap Top	£120.00
• Lap Top / PowerPoint Projector	£200.00



ROOM SPECIFICATIONS

Room	Theatre	Boardroom	U-Shaped	Cabaret	Classroom	Dinner	Dinner Dance	Buffet
Sacheverell Suite	80	30	30	50	45	132	90	150
de Ferrers Suite	40	25	25	25	25	64	64	120
Pavilion Suite	45	30	30	50	45	95	72	130
Syndicate Room	-	14	-	-	-	-	-	-
Dovecote Boardroom	-	12	-	-	-	-	-	-

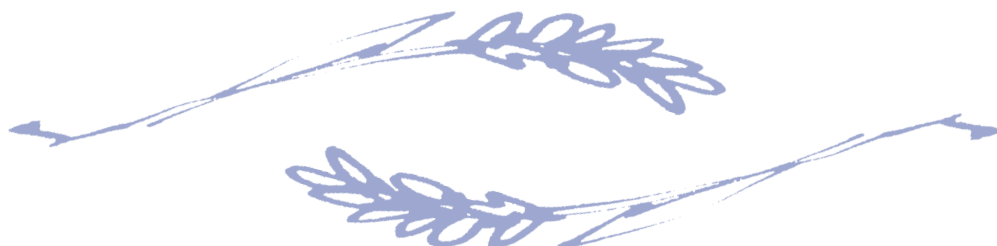
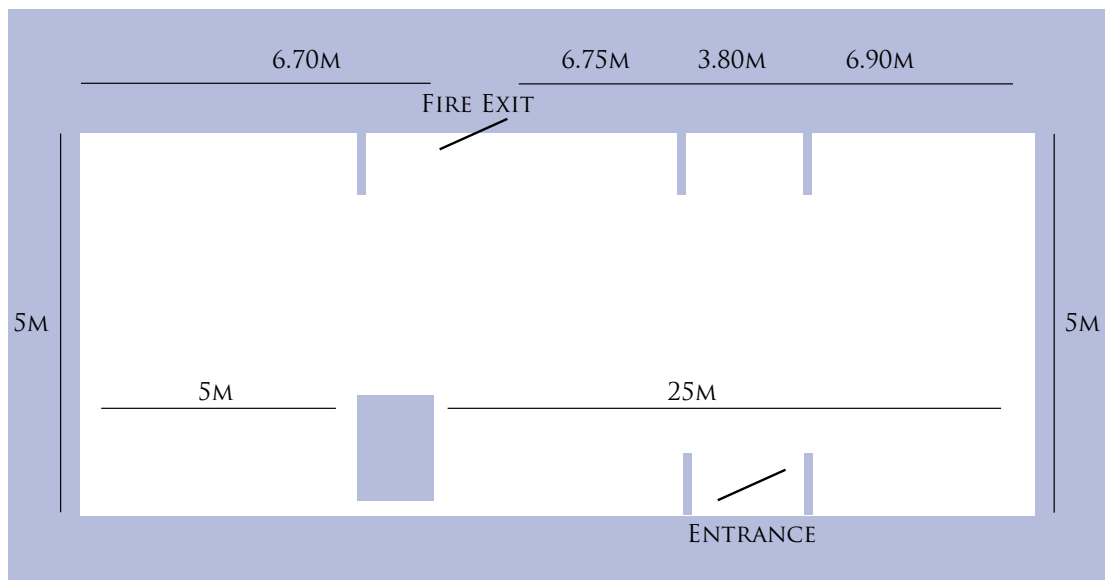
Room	Natural Daylight	Air Conditioned	Disabled Access	Complimentary WIFI
Sacheverell Suite	Yes	Yes	Yes	Yes
de Ferrers Suite	Yes	Yes	Yes	Yes
Pavilion Suite	Yes	No	Yes	Yes
Syndicate Room	Yes	Yes	Yes	Yes
Dovecote Boardroom	Yes	Yes	Yes	Yes



THE SACHEVERELL SUITE



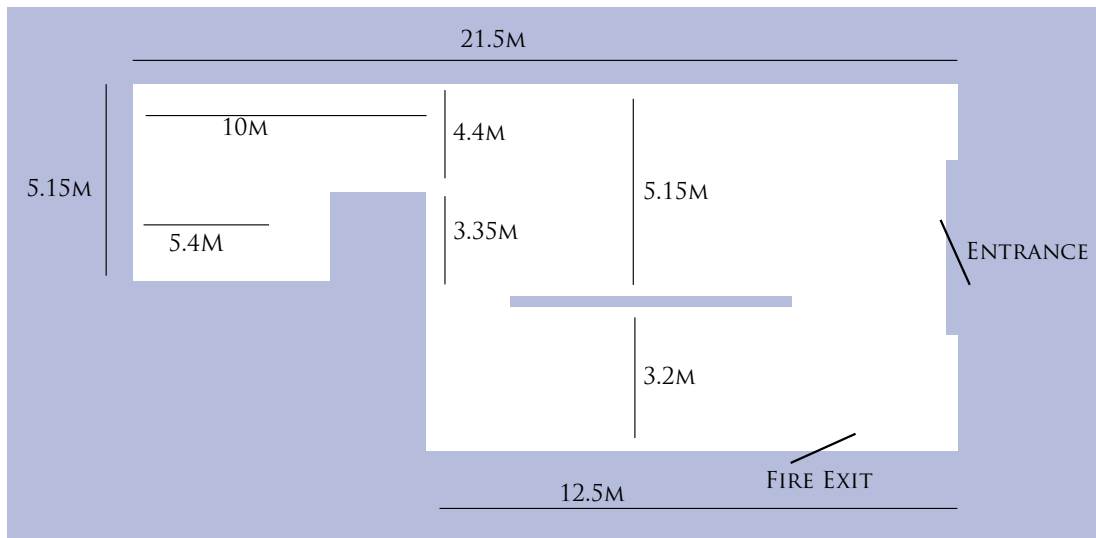
This, air conditioned suite, is located on the first floor with access and facilities for the disabled. Overlooking the courtyard and golf course, you can be assured of a quiet location for your important meeting. The adjoining former grain store, now a cosy lounge area, is the ideal delegate breakaway room.



THE DE FERRERS SUITE



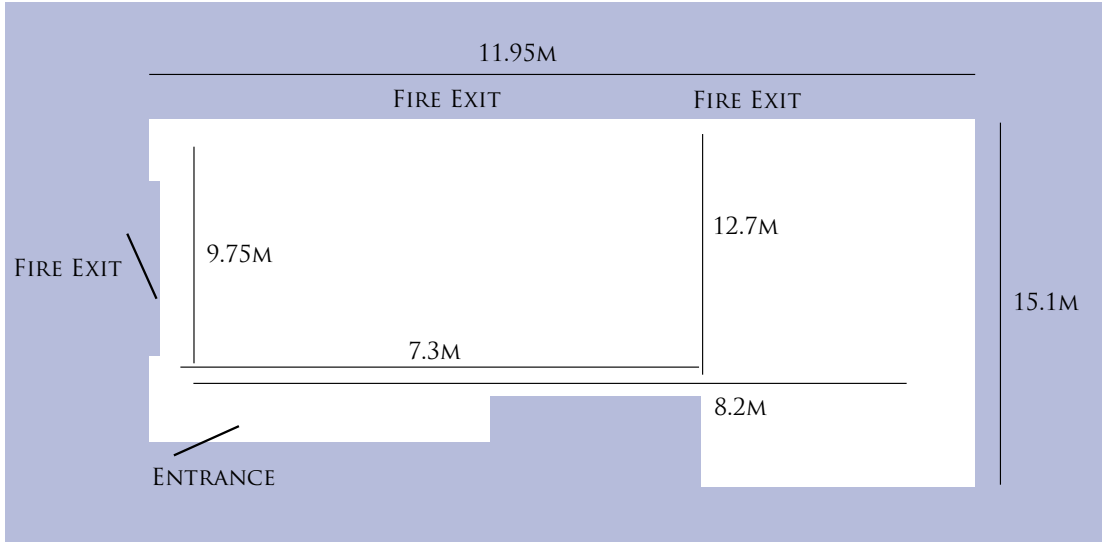
Conveniently located on the ground floor, this air conditioned suite offers a comfortable atmosphere for both business meetings and private entertaining and dining. The French doors in the conservatory open onto a paved courtyard. The conservatory and lounge area are both perfect for breakaway sessions.



THE PAVILION SUITE



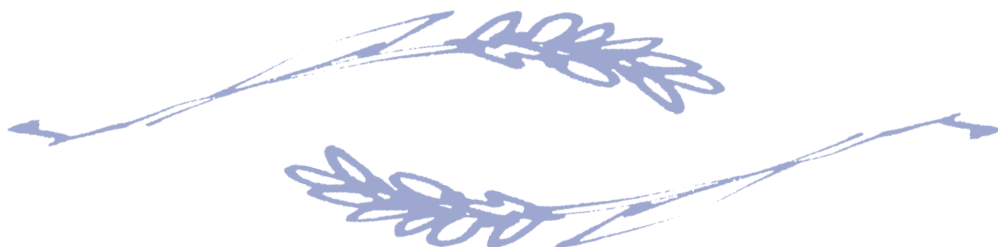
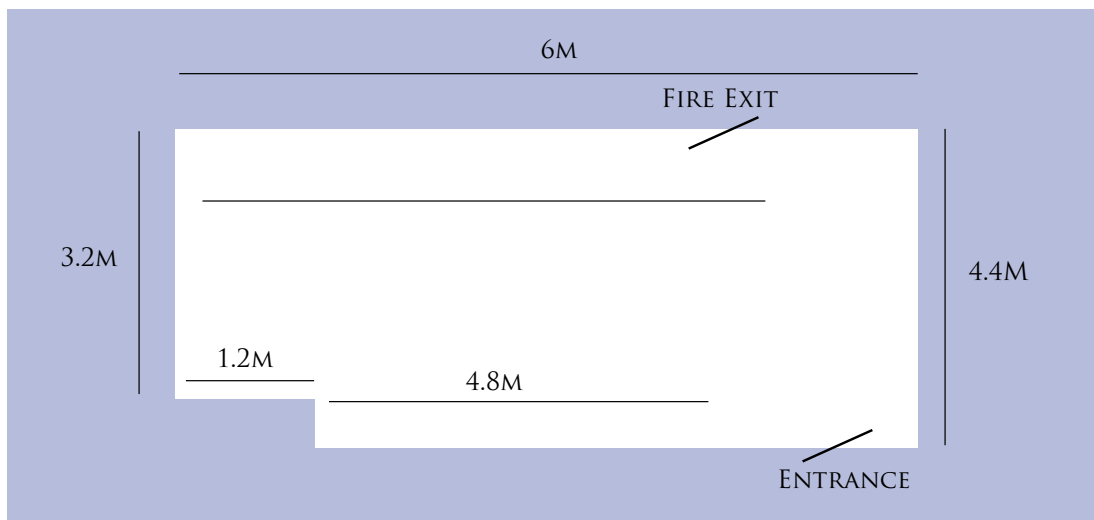
Situated on the first floor of our purpose built golf pavilion this suite provides a first class conference location. It is surrounded by a stone-flanked terrace giving beautiful, relaxing views over the surrounding countryside.



THE SYNDICATE ROOM



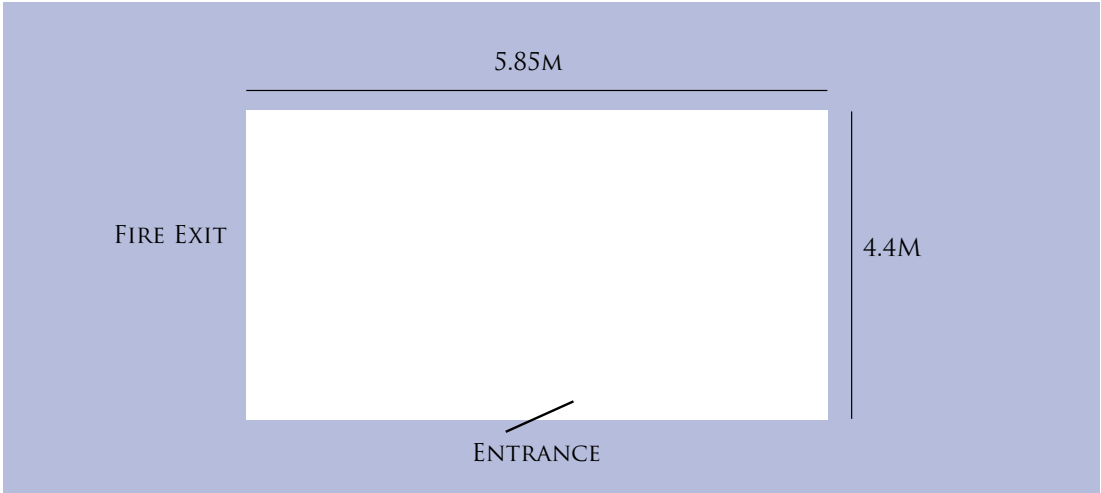
This light and airy room, with a southerly aspect, is an ideal venue for the small business meeting, company appraisals or recruitment.



THE DOVECOTE BOARDROOM



This solid stone private sector of our Dovecote Restaurant provides a superb meeting room with fabulous views over the golf courses.



BOOKING PROCEDURES, RULES AND CODES OF CONDUCT FOR CONFERENCE PACKAGES

BOOKING PROCEDURES

- 1 Prior to booking a conference package it is recommended that you undertake a viewing of the facilities available and discuss any special requirements you may have with one of our co-ordinators.
- 2 Our conference office will contact you approximately two weeks prior to your conference to confirm final arrangements (such as timings, layout and equipment).
- 3 All meetings and conferences must terminate at the time stipulated in the Booking Form
- 4 A date for your conference can be provisionally held for seven days without commitment.

CATERING

- 5 We do not operate a corkage policy.
- 6 No food, wine, beer or spirits may be brought into the establishment by the customer or guests, for consumption on the premises.

ACCOMMODATION

- 7 All discounted and non-discounted hotel bedrooms must be booked by you directly with the hotel reception staff. Our coordinators do not book any of the hotel rooms on behalf of clients.
- 8 All rooms are subject to availability.
- 9 Rooms will be available to check in from 3.00 pm. onwards.
- 10 Guests must check out of the room by 11.00 am.
- 11 In the event of a cancellation full charge is made if the cancellation is made within twenty four hours of the arrival date.

GENERAL

- 12 Guests are very welcome to use the grounds and gardens for photographs and reception drinks, however, exclusive use of a particular garden cannot be guaranteed. Areas for photographs and reception drinks will be allocated on the day.
- 13 Our prices and terms and conditions are subject to change.

MORLEY HAYES LEISURE LIMITED
TERMS AND CONDITIONS FOR CONFERENCE PACKAGES

1 DEFINITIONS

In these terms and conditions, the following words and expressions shall have the following meanings:

"Booking"
means a contract between Us and You for the provision of a Conference Package for You and Your Party created in accordance with condition 2;
"Booking Form"
means our current standard booking form for the provision of a Conference Package into which these terms and conditions are incorporated;
"Codes of Conduct"
means the booking procedures, rules and codes of conduct to be observed by all visitors to the Venue and which are set out in the booklet provided with the Booking Form (or if not provided which is available on request);
"Conference Package"
means the provision of a Conference or event and related facilities to You and Your Party at the Venue;
"Estimated Numbers" the estimated number of persons attending the Conference as set out in the Booking Form;
"Event Date" means the date of the Conference Package as set out in the Booking Form;
"Excluded Loss" means loss or deferment of profit, loss of revenue, loss of use, business interruption, loss of contract, loss of reputation, credit or goodwill, loss of opportunity and any other indirect or consequential losses howsoever caused including the negligence or breach of duty of either party to the Booking;
"Final Numbers"
the final number of guests in the Party to be confirmed by You to Us in accordance with condition 3;
"I", "We", "Us" or "Our" means Morley Hayes Leisure Limited, Main Road, Morley, Derbyshire, DE7 6DG;
"Price"
means the aggregate amount payable by You to us for the provision of the Conference Package either as set out in the Booking Form or calculated in accordance with condition 3;
"Party" means the persons (in addition to You) who will attend the Venue in connection with the Conference;
"Venue" means Morley Hayes Main Road, Morley, Derbyshire, DE7 6DG;
"You" or "Your" means the person(s), firm, company or other body named in the Booking Form.

2 MAKING A BOOKING

2.1 A Booking can be confirmed with Us in the following ways:
2.1.1 in person at the Venue by signing a completed Booking Form;
2.1.2 by posting, faxing or emailing a signed Booking Form to Us; or
2.1.3 by sending written confirmation by e-mail, fax or post,
when a contract for the supply and purchase of a Conference Package shall be created on these terms and conditions.
2.2 Your Booking is subject to You making all payments to Us in accordance with conditions 3 and 4 below.
2.3 These terms and conditions shall:
2.3.1 apply to and be incorporated into the Booking; and
2.3.2 prevail over any inconsistent terms and conditions contained, or referred to, in Your purchase order, confirmation of order, acceptance of quotation, or implied by trade, trade custom, practice or course of dealing.
2.4
If the Booking Form is signed by or on behalf of more than one person, firm or company, then each such signatory shall be jointly and severally liable to Us for its obligations under the contract created by the Booking and "You" and "Your" shall be construed accordingly in these terms and conditions.

3 FINAL PAYMENT AND PAYMENT OF BALANCES

3.1 You agree to inform Us of the final number of guests in Your Party by no later than 3 days prior to the Event Date ("Final Numbers"). The Price will be calculated on the basis that the number of guests in Your Party is not less than the Final Numbers.
3.2 If You do not inform Us of the Final Numbers in accordance with condition 3.1, the Final Numbers will be deemed to be the Estimated Numbers.
3.3 We will be entitled to raise an additional invoice after the Event Date in relation to any adjustments to the Conference Package (which are agreed to by Us) or other costs incurred on the Event Date. Any such costs shall be payable immediately upon receipt of Our invoice by You.
3.4 Payments may be made in cash or cheque or by credit or debit card. There is no additional charge for payment by credit card.
3.5 Accounts in relation to the purchase of drinks on the Event Date may be offered in Our sole discretion. All such accounts must be settled at the end of the Conference Package either in cash or by debit or credit card.

4 CANCELLATIONS BY YOU

4.1 Subject to Clause 4.2, You may cancel or postpone Your Conference Package at any time provided that the change or cancellation is made in writing. Cancellations made after any balances have been paid will result in forfeiture of all monies paid or due at that time.
4.2 If You cancel or postpone Your Booking for any reason within the time periods set out in the table below You shall be liable to pay to us a late cancellation charge calculated in accordance with the table below. If the final Price has not been calculated at the date of cancellation, the Price for the purpose of this condition 4 shall be calculated by Us based on the Estimated Numbers and Our standard delegate rate per person applicable at the date of cancellation.
Date of Cancellation or Postponement
Cancellation Charge (based on Estimated Numbers)
Between 4-6 weeks prior to the Event Date
50% of the Price
Between 2-4 weeks prior to the Event Date
75% of the Price
Less than 2 weeks prior to the Event Date
100% of the Price
4.3 In the event of a cancellation or postponement in accordance with this condition 5, We shall be entitled to issue an invoice to You for any cancellation fees calculated in accordance with condition 4.2. Such invoice shall be payable immediately upon receipt.

5 CATERING AND OPTIONAL EXTRAS

If You require services or any other optional extras as part of Your Conference Package, then this may be arranged at the time Your Booking is made. Such orders can be made at a later date but if made within 2 weeks of the Event Date, whilst every effort will be made, availability is not guaranteed and extra costs for delivery may apply.

6 LOSS, DAMAGE AND CODES OF CONDUCT

6.1 It is a condition of the Booking that You and each member of Your Party must observe Our Codes of Conduct at all times when visiting the Venue.
6.2 You shall be liable to Us (on a full indemnity basis) for Our costs, losses, fines, penalties or other liabilities resulting from any loss of or damage to property at the Venue or a breach of the terms of the Booking caused either by You or any member of Your Party whether deliberate or accidental or through negligence or otherwise.
6.3 You shall not, and shall procure that each of Your Party shall not, act in an illegal manner or in a manner which may cause us to be in breach of any law or the terms of Our license for the sale of alcohol or for music and dancing at the Venue.

7 CHANGES AND CANCELLATIONS BY US

7.1 We may cancel a Booking if:
7.1.1 We reasonably believe the fulfilment of the Booking by Us may result in damage to the Venue (or any part of it);
7.1.2 We reasonably consider the fulfilment of the Booking may have an adverse effect on the good name and reputation of the Venue;
7.1.3 You (being an individual and either of You if more than one person) become bankrupt or subject to any circumstances which we reasonably consider mean You will be unable to pay the Price in full;
7.1.4 You (being a company) becomes insolvent or unable to pay Your debts when due or winding up proceedings are commenced in relation to You or if an administrator or administration receiver is appointed over You and Your affairs;
7.1.5 the Venue is unable (or is likely to be unable) to fulfil all or any material part of its obligations in relation to the Booking as a result of circumstances beyond its reasonable control;
7.1.6 You fail to make any payment in relation to the Booking when such payment is due; or
7.1.7 You are in material breach of the Booking.
7.2 In the event of cancellation by Us pursuant to conditions 7.1.1 or 7.1.5, we will refund any Deposit or other amounts paid by You in relation to the Conference Package but otherwise we shall have no further liability to You for such cancellation.
7.3 Occasionally, We have to make changes to and correct errors in our brochure and other details both before and after bookings have been confirmed bookings. Whilst We always endeavour to avoid changes, we must reserve the right to do so. Most changes are minor. Occasionally, We have to make a "significant change". If We have to make a significant change, We will tell you as soon as possible. If there is time to do so before Your Event Date, We will offer You the choice of the following options:
7.3.1 (for significant changes) accepting the changed arrangements; or
7.3.2 purchasing an alternative Conference Package from Us, of a similar standard to that originally booked if available. We will offer You at least one alternative Conference Package of equivalent or higher standard for which you will not be asked to pay any more than the price of the original Conference Package. If the Price for this package is lower than the original Price, We will refund the difference; or
7.3.3 cancelling the Booking in which case You will be entitled to a full refund of any part of the Price which you have paid to Us.
The options set out in condition 7.3 are not available where any change made is a minor one.
7.4 Provided We comply with Our obligations to You in accordance with this condition 7 we shall have no further liability to You for any changes to or cancellations of Your Booking.

8 WARRANTY AND LIMITATION OF LIABILITY

8.1 We warrant to You that the Conference Package will be provided using reasonable care and skill and, as far as reasonably practicable, in accordance with the Booking. Where We supply in connection with the provision of the Conference Package any goods or services supplied by a third party or, utilise any facilities provided by a third party, We give no warranty, guarantee or other terms as to their quality, fitness for purpose or otherwise.

8.2 Except as provided in condition 8.5, We shall not be liable to You by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Booking for any Excluded Loss or other claims which arise out of or in connection with the provision of the Conference Package (including any delay in providing or failure to provide the Conference Package) except as expressly provided in these conditions.

8.3

Our liability to You arising out of or in connection with the Booking shall be limited to the aggregate of the amount of the Price paid by You to Us in connection with the Booking.

8.4 We shall not be liable to You or be deemed to be in breach of the Booking by reason of any delay in performing, or any failure to perform, any of Our obligations in relation to the Booking, if the delay or failure was due to any cause beyond Our reasonable control.

8.5 Nothing in the Booking or in these conditions shall have the effect of limiting or excluding and liability;

8.5.1 for death or personal injury caused by our negligence;

8.5.2 for fraudulent misrepresentation by Us; or

8.5.3 which cannot be excluded or limited by law.

8.6 Where You are dealing with Us as a consumer, Your statutory rights are not affected by either the terms set out in the Booking or these conditions.

8.7 We accept no liability for any loss of or damage to any item of property, equipment or furniture whatsoever which is brought to the Venue by You, any person authorised to do so on Your behalf or by any member of Your Party. All such items of property must be removed from the Venue at the end of the Conference Package.

9 GENERAL

9.1 You may not assign the Booking or any part of it without Our prior written consent.

9.2 We shall have no liability to You under the Booking if We are prevented from or delayed in performing Our obligations under the Booking or from carrying on Our business by acts, events, omissions or accidents beyond Our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving Our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

9.3 No variation of the Booking or these conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

9.4 A waiver of any right under the Booking is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances of which it is given.

9.5 If any provision (or part of a provision) of the Booking is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provision will remain in force.

9.6 Each of the parties acknowledges and agrees that, in entering into the Booking it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of the Booking, other than as expressly set out in the Booking.

9.7 The Booking is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

9.8 Notice given under the Booking shall be in writing, sent for the attention of the person, and to the address or fax number, given in the Booking (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax, e-mail or sent by pre-paid, first class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax or e-mail at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this condition 9.8 is not within business hours meaning 9:00am to 5:30pm Monday to Friday on a day that is a business day), at 9:00am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax or e-mail to the fax number or e-mail address of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

9.9 The Booking and any of dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

9.10

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Booking or its subject matter.