

Terms & Conditions

1.0 DEFINITIONS

- 1.1 "Attendees"; the attendees, guests or delegates attending an Event.
- 1.2 "Agreement"; a signed agreement for the Event which Agreement incorporates these Terms & Conditions in full.
- 1.3 "Arrival"; the first day of the Event.
- 1.4 "Client", "you" or "your" (as applicable); the person, organising body or company responsible for organising and paying for the Event.
- 1.5 "Company", "we", "us" or "our" (as applicable); the legal entity operating the Hotel.
- 1.6 "Corporate Event"; an Event booked by or on behalf of an entity, person, charity or body corporate, recognised as having a legal existence, as an entity separate and distinct from its owners.
- 1.7 "Event"; a planned meeting or occasion using any Facilities.
- 1.8 "Facilities"; any area of the Hotels' meetings, event and public spaces, with or without accommodation required for the Event.
- 1.9 "Hotel"; the hotel property where the Event will be held.
- 1.10 "LGH"; LGH Hotels Management Limited. LGH manages the hotel for the Company.
- 1.11 "Private Event"; any Event booked by an individual for a private function or reason.
- 1.12 "Total Number"; the sum of the highest attendee numbers, for each day of the Event.

2.0 THE AGREEMENT

- 2.1 The Agreement will become effective and legally binding once you have signed it.
- 2.2 Once the Agreement is in effect, the Event will be "Confirmed" and the Facilities held for exclusive use by you and your Attendees. For clarity, you are not allowed to re-sell the Facilities.
- 2.3 Until you sign the Agreement, we will only hold the Facilities on reserve in your name and reserve the right to release the Facilities without notice at any time until you do sign.
- 2.4 If we receive other enquiries for the same or similar Facilities covering the same or similar dates before you sign the Agreement, we may (but are not obliged to) contact you establish whether you wish to proceed to sign the Agreement.

3.0 ATTENDEE NUMBERS

- 3.1 The Agreement will specify the "Anticipated Number" and "Maximum Number" of Attendees you expect at the Event and the "Minimum Number" of Attendees we will accept for the Event to be viable.
- 3.2 You must notify us of the "Final Number" of Attendees at least fourteen days before Arrival. We will use reasonable efforts to accommodate later changes at our sole discretion.
- 3.3 The chargeable amount will be calculated according to the higher of either the Anticipated Number or the Final Number of Attendees.

4.0 EVENT DETAILS

- 4.1 For the duration of the Event, we will grant you a licence to use the Facilities, strictly for the purpose of the Event.
- 4.2 If after signing the Agreement, you require any changes to the Facilities or the Event, you must notify us of your new requirements in writing at least fourteen days prior to Arrival. We will use reasonable efforts to accommodate such changes at our sole discretion.
- 4.3 The Facilities allocated are dependent on Attendee numbers. If either the Anticipated Number or the Final Number drop below the Minimum Number, we reserve the right, at our sole discretion, to:
- 4.3.a) change the Facilities allocated;
- 4.3.b) relocate the Event to an alternative venue; and/or
- 4.3.c) levy additional charges.
- 4.4 If either the Anticipated Number or Final Number increase so that in our reasonable opinion, the Event space allocated is too small to accommodate the increase of numbers, we reserve the right to either;
- 4.4.a) cancel the Event and charge cancellation charges in accordance with Section 6 below;
- 4.4.b) change the Facilities allocated;
- 4.4.c) relocate the Event to an alternative venue; or
- 4.4.d) renegotiate this Agreement in its entirety; subject to
If we exercise option 4.4.b) and/or 4.4.c), we reserve the right to levy additional charges.
- 4.5 We reserve the right to change the assigned Facilities for an appropriate alternative if we have a reasonable operational reason for doing so and will endeavour to give adequate prior notice.
- 4.6 The Event should start and finish at the times set out in the Agreement. Deviation from the proposed times may result in additional charges.
- 4.7 You (including your Attendees and any third-parties employed by you for the Event), are not allowed to bring any food or drink into the Hotel for consumption around and during the Event, unless agreed in writing with

us. If we agree to allow food and drink to be brought in, you agree that you will execute such disclaimers as we may require and will pay any applicable supplements, charges or surcharges that we may reasonably require.

- 4.8 You will pay us for any food, beverages and other services not provided for in this Agreement but made available on your request in advance of or during the Event.
- 4.9 You need to advise us of any special dietary requirements at least seven working days prior to the Event.
- 4.10 You agree to comply at all times with statutory laws concerning licensing and entertainment provisions relevant to the Event.
- 4.11 We reserve the right to accept more than one event on a particular day. If you want to obtain exclusive use of the Hotel for your Event, this may be arranged for an additional charge.

5.0 ATTENDEE GUEST BEDROOMS

- 5.1 Attendee guest bedroom allocations, room types, rates and release dates (where appropriate) are as set out in the Agreement.
- 5.2 You must give us the final rooming lists, in writing, at least fourteen days prior to Arrival (unless specified otherwise in the Agreement).
- 5.3 For Private Events, we will 'block book' or reserve an agreed number of guest bedrooms for your Attendees. Any blocked rooms which have not been reserved four weeks before the Event will be released for general sale by us. While we will use reasonable efforts to accommodate late requests for guest bedrooms, once the room block is released, we are not able to guarantee availability.
- 5.4 If a particular room which has been booked by you is unavailable at the Hotel on Arrival, we reserve the right (without liability) to relocate you or the affected Attendee to an alternative room of a similar standard within the Hotel.
- 5.5 If any confirmed Attendee fails to arrive to occupy any guaranteed hotel rooms (a "No Show"), you will be charged 100% of the agreed rate for the period of the Event ("No Show Charge"). We will use reasonable efforts (but are not obliged) to attempt to re-sell any No Show rooms on a 'last-let' basis and where we are able to do so, may at our sole discretion waive or reduce any No Show Charge(s).
- 5.6 Unless you agree otherwise in the Agreement, all Attendees will be required to provide a credit card at check-in and will be responsible for all discretionary room spends and all other expenses charged to the room whilst staying at the Hotel.

6.0 CANCELLATION BY THE CLIENT

- 6.1 If you wish to cancel the Event (or part of the Event e.g.; a meal, accommodation, duration of the event or hire of event space); cancellation charges as set out in Section 8.0 may apply.
- 6.2 If you wish to make any cancellation, you must do so in writing (which can be by email) and will take effect from the date we receive it.
- 6.3 Following cancellation of the Event by you, we will make reasonable efforts to re-sell the Event Facilities on a 'last-let' basis and subject to you having paid the cancellation charges referred to at 8.2 below in full, if we are able to re-sell any element of the Event, we will hold the value of such sales (up to the amount allocated for that element under the Agreement) for your credit to be used against any future event at the Hotel or, at our sole discretion, we may choose to refund you that amount less 10% for our reasonable administration and costs.

7.0 CANCELLATION BY THE COMPANY

- 7.1 We may cancel the Event if;
- 7.1.a) You are in breach of any condition of this Agreement including failure to make any payment when due;
- 7.1.b) in our reasonable opinion, the Event may prejudice the reputation of the Hotel;
- 7.1.c) we become aware of any deterioration in your financial situation such that we reasonably consider that you may not be in a position to fulfil your obligation under this Agreement; or
- 7.1.d) in accordance with Section 4.4 above.
- 7.2 If we do cancel the Event, cancellation charges as set out in Section 8.0 may apply.

8.0 CANCELLATION CHARGES

- 8.1 Cancellation charges will be calculated as set out in Table 1 below and will be based on the Anticipated Number and rates contracted by this Agreement. If no specific rates are stated, the prevailing rates for such services and/or products available at the Hotel will be applied. If no specific Attendee numbers are stated, the charging will be based on the Maximum Number, theatre style, for the Facilities contracted.
- 8.2 All cancellation charges are subject to VAT at the prevailing rate and will be payable in full within fourteen days of the date of our invoice.
- 8.3 Cancellation charges will apply according to the applicable cancellation notice period and will be based on the Total Number of Attendees expected at the Event. Cancellation charges will apply to each day of the Event and for all service elements of the Event.
- 8.4 If following confirmation of an Event, the Total Number increases such that a different cancellation charge applies, the old cancellation charge will be superseded. However, if the Total Number decreases, the

cancellation charge will not change (even if a different cancellation charge would otherwise apply).

- 8.5 In addition to the Event cancellation charges, you agree to reimburse us for all expenditure incurred by us including (but not limited to) any costs, charges or penalties as a result of our need to cancel our arrangements with third parties in relation to the Event as a consequence of cancellation of the Event.

Cancellation Period	Number of Attendees (Confirmed or estimated)		
	up to 100	101-250	Over 251
	Cancellation Charge Payable*		
0 - 14 days	100%		
15 - 28 days	75%		
29 - 56 days	50%		
8 – 16 weeks	25%		
16 – 22 weeks	No Charge	10%	15%
22 – 26 weeks	No Charge		10%
Over 26 weeks	No Charge		

* Subject to a minimum of £500 non-refundable deposit for Weddings, Civil Ceremony or similar events.

9.0 CREDIT

- 9.1 Credit facilities will only be made available subject to a satisfactory check on your current credit status. We will supply a credit application form on request.
- 9.2 We reserve the right to re-check your credit status at any time before Arrival and reserve the right to impose or increase the amount of any deposit and/or pre-payment, should there be a negative change in your financial status. You expressly consent to us conducting any such credit reference checks.
- 9.3 On conclusion of the Event, or in the circumstances of a cancellation for any reason, we will invoice you for the outstanding balance will be payable in full within fourteen days of the date of our invoice.
- 9.4 If any payments due to us are not received by their due date, we reserve the right to claim interest (before as well as after any judgement), compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 or if that Act does not apply, we reserve the right to charge interest (before as well as after any judgement) at 8% above the Bank of England's base rate from time to time.

10.0 DEPOSIT AND PRE-PAYMENTS

- 10.1 Pre-payment. If you are not using credit facilities, full pre-payment is required on the following schedule:
- 10.1.a) If the Event is to take place within 30 calendar days of booking, the full amount must be paid with the return of this signed Agreement.
- 10.1.b) For all other Events;
- 10.1.b)(i) Upon signing this Agreement; 25% of the total estimated Event value, subject to a non-refundable deposit of £500 for all Weddings, Civil Ceremony or similar events;
- 10.1.b)(ii) 90 calendar days prior to the Arrival date; 50% of total estimated Event value;
- 10.1.b)(iii) 28 calendar days prior to the Arrival date; the balance of the total estimated Event value; and
- 10.1.b)(iv) 7 calendar days prior to the Arrival date; the balance of any additional items ordered; additionally, a credit card will be required to secure any additional items on the day.
- 10.2 If paying by Credit Card you will need to complete a credit card payment application form and we will take payment on the card in accordance with the above schedule. On departure after the Event, a receipt will be provided to the card holder.
- 10.3 If you fail to pay any deposit or pre-payment by its due date, we may treat the booking as cancelled by you in accordance with Section 6.0.

11.0 INDEMNITY & INSURANCE.

- 11.1 You will indemnify us (together with our employees, agents and suppliers or sub-contractors), for any loss or damage we may suffer as a result of any actions, law suits, demands, claims, liabilities, taxes, obligations, losses, settlements, judgments, costs and expenses (including our legal fees and costs), resulting from any; (i) breach of this Agreement; (ii) unlawful acts; (iii) negligent acts or omissions; or (iv) wilful misconduct; caused by you, your agents, sub-contractors, any entertainers hired by you (or on your behalf or on behalf of your Attendees) or your Attendees.
- 11.2 For Corporate Events only. You must at your cost and expense, obtain and maintain, in full force and effect during this Agreement and for the duration of the Event, insurance covering the risks at Section 11.1 as well as public liability and third party liability insurance for at least £5,000,000 (five million pounds sterling) per occurrence.

12.0 SERVICE GUARANTEE (if applicable)

- 12.1 If the Agreement includes a 'Service Guarantee', you must raise service failures as they arise with your meetings and events organiser or the Duty Manager at the Hotel to allow us the opportunity to resolve the issue.
- 12.2 If we are unable to resolve an issue to your reasonable satisfaction, you must request a refund in writing, no later than thirty days after the Event and we will refund the value of the relevant part of the Event.
- 12.3 If the issue is not related to an element of the Event package (i.e. the Facilities or a general customer service issue), we will partial refund an amount we feel is reasonable (at our discretion) as a gesture of goodwill.

13.0 GENERAL

- 13.1 We will not be liable for any loss or damage to your property, or that of any Attendees or any third-parties employed by you. Subject to Section 13.4, in no circumstances shall we or LGH be liable to you in respect of any indirect or consequential losses or any loss of profits howsoever arising.
- 13.2 Attendees shall not enter areas of the Hotel which are indicated as being off-limits to Attendees of the Event, we shall not be responsible for death, personal injury or loss or damage to property suffered by an attendee in such areas except as set out in Section 13.4.
- 13.3 Neither party shall be liable to the other party for any failure or delay in performing any of its obligation under this Agreement if the failure or delay was due to any cause beyond its reasonable control, including (without limitation) terrorist activity (threatened or actual) whether or not within the proximity of the Hotel, misconduct or negligence of an Attendee or any third-party, war (or threat of war), civil or political action or disturbance, riot, natural disaster, fire, epidemic, military activity, governmental or regulatory action, industrial dispute, act of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events outside the unaffected party's control.
- 13.4 Neither party excludes or limits liability to the other party for any matter in respect of which it would be unlawful for the parties to exclude liability.
- 13.5 We may instruct qualified sub-contractors to carry out any work on our behalf and in such circumstances, will use our reasonable efforts to procure that such sub-contractor(s) meet applicable statutory legal requirements.
- 13.6 You agree to use your best endeavours to ensure that the behaviour of all persons involved with or attending the Event will be appropriate. For clarity, any statement or conduct that in our reasonable opinion is defamatory, racist, likely to cause or stir any threatening behaviour or may bring the Hotel, the Company and/or LGH's name into disrepute shall be deemed as inappropriate. We reserve the right in our sole discretion to refuse entry to any person or to ask any person to leave the Hotel premises.
- 13.7 If any provision of this Agreement is found to be invalid, unlawful or unenforceable, such flaws will not affect the other provisions, which will remain in full force and effect. If any flawed provision would be valid, lawful or enforceable if some part of it were deleted or modified, the provision in question shall be deemed to apply with such deletion or modification as necessary to make it valid, lawful and enforceable.
- 13.8 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.
- 13.9 This Agreement constitutes the entire agreement between the parties relating to the subject matter within it and supersedes any previous oral or written understanding, commitments, contracts or representations relating to the subject matter of this Agreement.
- 13.10 No variation or alteration of any of this Agreement will be valid unless it is in writing and signed by each party.
- 13.11 If any of these Terms & Conditions conflict with any of the terms and conditions in the Agreement, the terms and conditions in the Agreement will prevail.
- 13.12 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.