

Meetings & Events

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 "Event Sub-contractors"; third-party sub-contractors hired by you (or on your behalf or on behalf of your Attendees) for the Event including (but not limited to); event organisers, florists, venue arrangers, caterers, photographers, entertainers, etc., etc.
- 1.9 "Facilities"; any area of the Hotels' meetings, event and public spaces, with or without accommodation required for the Event.
- 1.10 "Hotel"; the hotel property where the Event will be held.
- 1.11 "LGH"; LGH Hotels Management Limited. LGH manages the hotel for the Company.
- 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 to establish whether you wish to proceed to sign the Agreement.
- 2.5 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.

3.0 APPLICABLE TERMS

- 3.1 No terms or conditions endorsed on, delivered with or contained in any request for proposal, confirmation of terms, specification or any other document or implied by trade, custom or course of dealing will form part of the Agreement unless any such terms or conditions are specifically referred to in any part of the Agreement.

4.0 ATTENDEE NUMBERS

- 4.1 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.
- 4.2 You will notify us of the "Final Number" of Attendees at least four weeks before Arrival. We will use reasonable efforts to accommodate later changes at our sole discretion.
- 4.3 The chargeable amount will be calculated according to the higher of either the Anticipated Number or the Final Number of Attendees.

5.0 EVENT DETAILS

- 5.1 For the duration of the Event, we will grant you a licence to use the Facilities, strictly for the purpose of the Event.
- 5.2 If after signing the Agreement, you require changes to the Facilities or the Event, you need to 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.
- 5.3 The Facilities allocated are dependent on Attendee numbers. If the Anticipated Number or the Final Number drop below the Minimum Number, we may at our sole discretion;
 - 5.3.a change the Facilities allocated;
 - 5.3.b relocate the Event to an alternative venue; and/or

- 5.3.c fix the Event charges based on the Minimum Number.

- 5.4 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 may at our sole discretion;
 - 5.4.a cancel the Event and charge cancellation charges in accordance with Section 12.0;
 - 5.4.b change the Facilities allocated;
 - 5.4.c relocate the Event to an alternative venue; or
 - 5.4.d renegotiate the Agreement in its entirety; subject to

If we exercise option 5.4.b) and/or 5.4.c), we may levy any additional charges as are reasonable and you agree to pay such additional charges on demand.

- 5.5 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.
- 5.6 The Event should start and finish at the times set out in the Agreement; deviation from the proposed times may result in additional charges.

6.0 FOOD & BEVERAGES

- 6.1 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.
- 6.2 You will pay us for any food, beverages and other services not provided for in the Agreement but made available on your request in advance of or during the Event ("Additional Items").
- 6.3 You need to advise us of any special dietary requirements at least seven working days prior to the Event.

7.0 ATTENDEE GUEST BEDROOMS

- 7.1 Attendee guest bedroom allocations, room types, rates and release dates (where appropriate) are as set out in the Agreement.
- 7.2 You need to give us the final rooming lists, in writing, at least fourteen days prior to Arrival (unless specified otherwise in the Agreement).
- 7.3 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.
- 7.4 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).
- 7.5 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.

8.0 CREDIT

- 8.1 Credit facilities may be available subject to a satisfactory check on your current credit status and completion of a credit application form.
- 8.2 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.
- 8.3 On conclusion of the Event, or following cancellation for any reason, we will invoice you for the outstanding balance which will be payable in full within fourteen days of the date of our invoice.
- 8.4 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.

9.0 DEPOSIT AND PRE-PAYMENTS

- 9.1 If you do not require credit facilities and the Event is to take place within 30 calendar days of signing the Agreement, the full amount must be paid on signing it.
- 9.2 For Events taking place more than 30 calendar days after signing the Agreement (which could mean more than one of the following applies);
 - 9.2.a on signing the Agreement; 25% of the total estimated Event value;
 - 9.2.b no later than 90 calendar days prior to the Arrival date; a further 50% of total estimated Event value;
 - 9.2.c no later than 28 calendar days prior to the Arrival date; the balance of the total estimated Event value; and

9.2.d) no later than 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.

- 9.3 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.
- 9.4 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 10.0.

10.0 CANCELLATION BY THE CLIENT

- 10.1 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 12.0 may apply.
- 10.2 All cancellations must be in writing (which can be by email) and will take effect from the date we receive it.
- 10.3 Following cancellation of the Event or any part of it by you, we will make reasonable efforts to re-sell the Event Facilities on a 'last-let' basis and subject to you then being in full compliance with the terms of the Agreement, 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 15% for our reasonable administration and costs.

11.0 CANCELLATION BY THE COMPANY

- 11.1 We may cancel the Event if you are in breach of any condition of the Agreement including failure to make any payment when due or in our reasonable opinion, the Event may prejudice the reputation of the Hotel.
- 11.2 We may also cancel the Event if 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 the Agreement.
- 11.3 If we cancel the Event, cancellation charges as set out in Section 12.0 may apply.

12.0 CANCELLATION CHARGES

- 12.1 Cancellation charges will be calculated as set out in Table 1 below and will be based on the Anticipated Number and rates contracted by the Agreement for each day of the Event and for all service elements of it. 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.
- 12.2 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.
- 12.3 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.
- 12.4 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).

Table 1	Number of Attendees (Confirmed or estimated)		
	up to 100	101-250	Over 251
Cancellation Period	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		

- 12.5 In addition to the cancellation charges above, you agree to reimburse us for all expenditure incurred by us including 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 it.

13.0 CONDUCT

- 13.1 You will use your best endeavours to ensure that Attendees do not enter areas of the Hotel which are indicated as being off-limits to them. Subject to Section 15.3, we will not be responsible for death, personal injury or loss or damage to property suffered by an attendee in such areas.
- 13.2 You will 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 will 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.

14.0 INDEMNITY & INSURANCE.

- 14.1 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, lawsuits, demands, claims, liabilities, taxes, losses, settlements, judgments, costs and expenses (including our legal fees and costs), resulting from any; (i) breach of the Agreement; (ii) unlawful acts; (iii) negligent acts or omissions; or (iv) wilful misconduct; caused by you, your agents or Event Sub-contractors.
- 14.2 For Corporate Events only. You must at your cost and expense, obtain and maintain, in full force and effect during the Agreement and for the duration of the Event, insurance covering the risks at Section 14.1 as well as public liability and third party liability insurance for at least £5,000,000 (five million pounds sterling) per occurrence.

15.0 GENERAL

- 15.1 We will not be liable for any loss or damage to your property, or that of any Attendees or any Event Sub-contractor. Subject to Section 15.3, in no circumstances will we or LGH be liable to you in respect of any indirect or consequential losses or any loss of profits howsoever arising.
- 15.2 Neither party will be liable to the other party for any failure or delay in performing any of its obligation under the 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, pandemic, military activity, governmental or regulatory action, industrial dispute, acts of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events.
- 15.3 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.
- 15.4 We may instruct qualified sub-contractors to carry out any work on our behalf and in such circumstances, will use reasonable endeavours to procure that such sub-contractor(s) meet applicable statutory legal requirements.
- 15.5 If any provision of the 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 will be deemed to apply with such deletion or modification as necessary to make it valid, lawful and enforceable.
- 15.6 Other than LGH, a person who is not a party to the Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.
- 15.7 the 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 the Agreement.
- 15.8 No variation or alteration of any of the Agreement will be valid unless it is in writing and signed by each party.
- 15.9 the Agreement is to 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.