

Terms and Conditions

1. Definitions

1.1 In this Contract:

"Anticipated Total Value of the Booking" means the amount set out in **Error! Reference source not found.**;

"Bedroom" means a bedroom which the Hotel makes available to the Customer for use by the Guest under this Contract;

"Cancellation Charges" means the charges payable by the Customer in accordance with clause 6;

"Catering Service" means the Service described in clause 2.3;

"Customer" or "You" means the person entering into an agreement with the Hotel subject to the Terms and Conditions;

"Deposit" means the amount payable by the Customer under paragraphs **Error! Reference source not found.** (A), (B) and (C) of the Contract;

"Guest" means anyone who benefits from the Service provided under the Contract;

"Fees" means the Rates, Cancellation Charges and the additional costs and charges referred to under clauses 2.2(E), 2.2(G), 2.3(D) and 2.3(F), as applicable;

"Function Room" means any room other than Bedrooms which the Hotel makes available under this Contract to the Customer for use by the Guests;

"Function Room Service" means the Service described in clause 2.2;

"Hotel" or "We" means The Rubens at the Palace Hotel;

"Service" means the service provided by the Hotel under this Contract as specified in paragraph **Error! Reference source not found.** of the Contract; and

"Terms and Conditions" mean the terms and conditions set out in this **Error! Reference source not found.**.

1.2 In this Contract, references to clause(s) are references to clause(s) of these Terms and Conditions, and references to paragraph(s) are references to the paragraph(s) of the main text of the Contract.

1.3 Any reference to "writing" shall include facsimile and the printed out version of a communication by electronic mail and other modes of representing or producing words in a legible form.

2. Service

2.1 Provision of the Service shall be subject to payment by the Customer of the Deposit and Rate in accordance with the terms of the Contract.

2.2 Function Room Service

(A) The Hotel allows the Guests to use the Function Room(s) specified in **Error! Reference source not found.** on the day and during the time specified in that schedule.

(B) The Hotel reserves the right to offer a suitable alternative function space, depending on the final number of Guests communicated by the Customer and any subsequent changes to the details provided by the Customer, or in the event of any force majeure set out in clause 7.5.

(C) The equipment (if any) which the Hotel will arrange for use in the Function Rooms is as set out in **Error! Reference source not found.** (the "Equipment").

(D) The Hotel will arrange for the Function Room to be laid out before the time of use as described in **Error! Reference source not found.** ("Layout").

(E) The Hotel will make reasonable endeavours to accommodate subsequent changes to the Equipment or the Room Layout which are requested by the Customer. Any change to the Equipment or the Layout is however subject to the Hotel's prior written consent. The Hotel reserves the right to charge additional costs for any request to change the Equipment and the Layout. Such additional costs (if any) shall be deemed to form part of the Fees.

- (F) For the avoidance of doubt, the Hotel has no obligation to consider or accommodate any request to change the details of the Equipment or Layout received after the date specified in **Error! Reference source not found..**
- (G) In the event that a liquor licence extension or any other licensing is required, the Hotel may charge for obtaining such licence. There is no guarantee that such licence will be granted and the Hotel shall not in any way be liable for failing to obtain such licence.

2.3 Catering Service

- (A) The Hotel provides a catering service in the Function Room(s) specified in **Error! Reference source not found.** on the day and during the time specified in **Error! Reference source not found..**
- (B) The food and beverages that the Hotel arranges to be provided in the relevant Function Room(s) are as specified in **Error! Reference source not found..**
- (C) Any dietary requirements must be informed in writing by the date specified in **Error! Reference source not found..**
- (D) Any subsequent changes to the menu or beverages specified in **Error! Reference source not found.** must be requested by the date specified in **Error! Reference source not found.** and are subject to the Hotel's prior written consent. The Hotel reserves the right to charge additional costs for any request to change the details of the Catering Service set out in **Error! Reference source not found.** such as food, menu, beverages and dietary requirements. Such additional costs (if any) shall be deemed to form part of the Fees.
- (E) For the avoidance of doubt, the Hotel has no obligation to accommodate or take into consideration any request to change the details relating to the Catering Service including food, menu, beverages and dietary requirements which are received after the date specified in **Error! Reference source not found..**
- (F) The Customer should be aware that there may be instances where certain food or beverages cannot be sourced by the Hotel from its usual suppliers for provision as part of the Catering Service. The Customer agrees to any changes that the Hotel may make to the food or beverages provided as part of the Catering Service due to certain material or product not being made available to the Hotel by its usual suppliers in the necessary quantity and/or sufficiently in time for the Hotel to provide the Catering Service.

2.4 Any special requirements which apply to the Service are as set out in **Error! Reference source not found..**

3. Fees

- 3.1 All Fees are quoted inclusive of VAT.
- 3.2 Rates are quoted based on the room availability at the time of Contract, day of the week and time of the year. Therefore, the Hotel is entitled to change the Rate at its sole discretion if the details of the Function Room Service set out in **Error! Reference source not found.** are changed at the Customer's request after entering into the Contract. If the Customer does not agree to the revised Rate, the Customer is entitled to cancel the booking by informing the cancellation in writing to the Hotel.

4. Payment

- 4.1 The Hotel issues to the Customer the invoice for the Fees other than those payable by the Guest on departure.
- 4.2 Where **Error! Reference source not found.** specifies that the Guests will make certain payments themselves, the Customer shall be liable for any payment which is not made by the Guests on departure. The Hotel will issue an invoice for such outstanding payments.
- 4.3 The Customer must pay the invoiced amount of the Fees within seven (7) days from the date of the invoice or the payment date specified in schedules, whichever is the earlier.
- 4.4 All Fees are invoiced and payable in Pounds Sterling.
- 4.5 The Fees may be paid by credit card, cheque or bank transfer, provided that (i) payment by credit card is not acceptable and cannot be made by a Customer who is an individual and (ii) a Credit Card Authorisation Form must be completed by the Customer (other than individuals) and approved by the Hotel prior to payment by credit card. Further payment details are as set out in the invoice issued by the Hotel.

If the Customer fails to make payment of the invoiced amount when due, its liability shall be increased to include interest on such sum from the due date until the date of actual payment at the annual rate of the base rate of the Bank of England plus 2% from time to time in effect during such period. All such interest shall be calculated on the basis of the actual number of days elapsed, over a 365 day year and compounded at

monthly rests. This means that any interest remaining unpaid at the end of the first month will be added to the principal amount outstanding and interest will be charged for the second month by reference to the increased principal amount.

5. **Use of the Hotel**

The Customer agrees to the following:

- 5.1 No displays, merchandise, exhibits, advertisement, notice sign, decorative flag, emblem or device may be attached to or displayed in or about the interior or exterior of the Hotel without prior approval of the Hotel.
- 5.2 The Customer shall not, and shall ensure that its Guests will not, engage any third party service provider for any function or activity within the Hotel including without limitation, a performing band, live act or catering, without obtaining the Hotel's prior written consent.
- 5.3 The Customer shall ensure that nothing is affixed by the Guests to floors, walls, ceilings or columns of the allocated rooms by screws, nails, drawing pins, tape or any other means or be suspended from the roof or ceiling of any room in the Hotel.
- 5.4 Bedrooms must be used solely for the purpose of overnight stay(s) and not for any other activity in the absence of the Hotel's prior written consent.
- 5.5 The Customer shall be responsible for the good behaviour of all Guests and any other person who is engaged by the Customer or the Guests during their time in the Bedrooms, Function Rooms or any other part of the Hotel, and shall ensure that they comply with all licensing, health and safety and other regulations and the Hotel's rules and reasonable instructions.
- 5.6 The Hotel has the right to determine the acceptable level of noise or behaviour of the Customer, Guests and any person engaged by the Customer of the Guest whilst in the Hotel. The Hotel is entitled to remove any person to leave the Hotel's premises if they do not comply with such regulations, rules or reasonable instruction.
- 5.7 The Customer shall ensure that all Guests will have left the Function Rooms by the end of time during which the Function Room Service is provided (as specified in **Error! Reference source not found.**).

6. **Cancellation and cancellation charges**

- 6.1 Cancellation of the booking of the Service shall be informed in writing by the Customer to the Hotel as soon as possible.
- 6.2 The Customer shall pay the following amounts for cancellation of the Service (the "Cancellation Charges") if it cancels the booking under clause 6.1.

Period prior to the date for which the Bedroom is booked when cancellation is informed in writing	Cancellation Charges
More than 4 months up to and including 12 months	20% of Anticipated Total Value of the Booking
More than 1 month up to and including 4 months	50% of Anticipated Total Value of the Booking
Up to and including 1 month	100% of Anticipated Total Value of the Booking

- 6.3 If the Hotel secures alternative booking which replaces the booking cancelled by the Customer and receives payment for such alternative booking in cleared funds, the Cancellation Charges will be reduced by the amount so received by the Hotel through alternative booking. The Hotel will either reduce the amount invoiced as the Cancellation Charges or, if the payment for such alternative booking is received after issuing the invoice for the Cancellation Charges, credit the Customer for the amount so received by the Hotel through alternative booking.
- 6.4 The Hotel reserves the right to cancel the booking if:
 - (A) the Customer fails to pay the Rates or Deposit after they become due;
 - (B) the Customer has previous dealing(s) with the Hotel and is more than thirty (30) days in arrears of previous payments due to the Hotel;
 - (C) the Customer (being an individual) applies for an interim order or becomes subject to an individual voluntary arrangement or has a bankruptcy petition presented against him;

- (D) the Customer (being other than individuals) becomes insolvent or enters into administration, begins negotiations for or makes any agreement for the deferral, rescheduling or other readjustment (or proposes or makes a general assignment or an arrangement or composition with or for the benefit of some or all of its creditors) for all or part of its debts, or any step is taken to enforce security over or a distress, execution or other similar process is levied or served against the whole or part of the assets or undertaking of the Customer;
- (E) the booking might, in the reasonable opinion of the Hotel, prejudice the reputation of the Hotel, based on the information that was not provided by the Customer to the Hotel at the time of entering into the Contract; or
- (F) in the circumstances described under clause 7.4.

7. Liability

- 7.1 Nothing in this Contract shall limit or exclude either party's liability in respect of death or personal injury caused by the negligence of such party or in respect of fraudulent misrepresentation by either party.
- 7.2 The Customer is responsible for any damage caused by the Guests or any other person engaged by it or its Guest. The Customer undertakes to make good or pay full restitution for the making good of any damage or loss to furniture, fixtures or equipment (including the Equipment) caused by it, its Guest or any other person engaged by the Customer or the Guest. Furthermore, the Customer shall indemnify and hold the Hotel harmless against any losses, claims, expenses or damages suffered by the Hotel in connection with loss or damage, personal injury or death suffered by any Guests or any other person engaged by the Customer or the Guest during their time at the Hotel otherwise than as a result of the Hotel's negligence.
- 7.3 The Hotel accepts no responsibility for security, loss or damage to any such items whilst such items are at the Hotel.
- 7.4 The Hotel shall not be held to be in breach of this Contract or otherwise liable to the Customer or the Guests as a result of any delay or failure in the performance of its obligations under this Contract if and to the extent that such delay or failure is caused by force majeure (as defined in clause 7.5) and the time for performance of the relevant obligation(s) shall be extended accordingly.
- 7.5 For the purpose of this Contract, "force majeure" means:
 - (A) any strike, lockout or other industrial action, or any shortage of or difficulty in obtaining labour, fuel, raw materials or components;
 - (B) any destruction, temporary or permanent breakdown, malfunction or damage of or to any premises, plant, equipment (including computer hardware, software or any data stored electronically) or materials;
 - (C) any breach of contract, default or insolvency by or of any third party, other than a company in the same group as the Hotel, or an employee or officer of the Hotel;
 - (D) any action taken by a governmental or public authority of any kind, including, without limitation, not granting a consent, exemption, approval or clearance or other restriction or prohibition;
 - (E) any civil commotion or disorder, riot, invasion, war, threat of or preparation for war; and
 - (F) any accident, fire, or explosion, (other than in each case, one caused by a breach of contract by or assistance of the party concerned) storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

8. Non-assignment

- 8.1 The Customer shall not assign all or any of its rights or benefits under this Contract without the Hotel's prior written approval.
- 8.2 The Hotel may at any time assign all or any part of its rights and benefits under this Contract.
- 8.3 The Hotel may disclose to proposed assignees information in its possession relating to the provisions of this Contract and concerning the Customer which it is necessary to disclose for the purposes of the proposed assignment.

9. Entire agreement

- 9.1 This Contract, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

9.2 Each of the Hotel and the Customer acknowledges that it has not been induced to enter into this Contract by any representation or warranty other than those contained in this Contract and agrees that it shall have no remedy in respect of any other such representation or warranty except in the case of fraud.

9.3 No variation of this Contract shall be effective unless confirmed in writing by the Hotel.

10. **Miscellaneous**

10.1 Subject to the specific exclusions and limitations and express provisions to the contrary set out in this Contract, the rights, powers, privileges and remedies provided in this Contract are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.

10.2 No failure to exercise nor any delay in exercising by any party to this Contract of any right, power, privilege or remedy under this Contract shall impair or operate as a waiver thereof in whole or in part.

10.3 No single or partial exercise of any right, power, privilege or remedy under this Contract shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

11. **Governing law**

This Contract and any non-contractual obligations arising from or connected with it shall be governed by English law and this Contract shall be construed in accordance with English law.

12. **Jurisdiction**

In relation to any legal action or proceedings arising out of or in connection with this Contract (whether arising out of or in connection with contractual or non-contractual obligations) ("Proceedings"), each of the Hotel and the Customer irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum. This clause shall not prevent any of the Parties from applying for provisional measures (including interim injunctive relief) in the courts of any other competent jurisdiction.

I hereby confirm that I have read and accepted all the terms and conditions relating to this Contract set out above.