

Terms and conditions of trading for Group Accommodation, Conference, Meetings and Events

These conditions apply to all contracts for the provision of space and services for group accommodation, conferences, functions and other events to the exclusion of other terms and conditions, including any which the client may purport to apply or which may appear in any promotional literature. **Please read these conditions carefully in order to avoid any misunderstandings regarding the terms on which reservations are accepted.**

1 Confirmation and Guest numbers

1.1 All bookings are provisional until the relevant contract (signed by the client) is countersigned on behalf of the Hotel and dated. The Hotel will provide to the Client a copy of the contract once countersigned on behalf of the Hotel.

1.2 The contract shall specify the anticipated number of guests for the event, the agreed minimum or maximum number of guests for the event.

1.3 The client must inform the Hotel of the number of guests it wishes to be catered for at the event at least two working days before the event. The final number will override the anticipated number specified but will not affect the contract minimum.

1.4 The contract minimum represents the minimum number of guests the client guarantees will attend an event and the Hotel has calculated its charges on this basis. The amount payable by the client will therefore be calculated according to the highest of (a) the contract minimum (b) the final number or (c) the number who actually attend the event.

2 Payment

2.1 Payment: The final account must be paid on departure unless the clients have credit facilities with the Hotel. Credit Facilities may be available subject to written credit references. A credit card will be required to secure every event or reservation where the client does not have credit facilities.

2.2 Deposits: The client must pay the deposit payment(s) specified in the contract under *Billing Instructions. Deposits are required for large event those that are unlikely to occur daily. In the event of a cancellation all deposits are non-refundable and non-transferable without prior agreement with the hotel.

2.3 Please find attached a credit application form. Please fill out completely and return to the hotel within 7 days of issue date. On the occasion where credit has not been granted the following payment schedule will apply:

- **25% booking deposit required upon confirmation of the booking**
- **50% of estimated charge for the event will be submitted 30 days prior to the events commencement**
- **Final 25% (100%) pre-payment to be submitted not later than 10 working days prior to the event**

2.4 Should the client fail to pay such deposits within 10 working days of the due date, the hotel may treat the bookings as having been cancelled by the client and may set-off any cancellation fees which become payable against the deposit. Should the deposit held be greater than the amount of cancellation fees payable, then the balance shall be refundable to the client.

2.5 Credit: Credit facilities with the Hotel may be obtained. On application references will be sought by the hotel. Credit Facilities must be finalised prior to the event. All amounts incurred against an agreed facility will be invoiced immediately after the event. Payment is due on presentation of invoice and will be resolved rapidly by both parties.

2.6 Interest: When credit facilities are granted and when payment is not received within the stated terms, we reserve the right to charge an appropriate rate of interest (3% above base rate) or make a collection charge. All such agreed credit accounts must not exceed their credit limit at any time.

2.7 Price Variation: In the event of circumstances beyond the Hotels control (including, but not limited to increase in the standard rate of VAT), the Hotels reserves the right to vary the prices specified in the contract to an extent, which reflects such circumstances.

3 Cancellation by Client

3.1 If the client wishes to cancel a booking or cancel a reservation of some or all bedrooms reserved either as a block booking or in conjunction with an event, such cancellations must be advised to the Hotel in the first instance verbally, followed by written notice of cancellation. Any postponements may be considered as a cancellation.

3.2 If the client cancels a booking, the Hotel will charge a cancellation fee. The cancellation fee shall be a percentage of the charges payable in respect of services and room hire. This excludes the initial 25% deposit which is non-refundable and non-transferable. Cancellation fees are outlined below:

- **150 days prior to arrival date - 25%**
- **90 days prior to arrival date - 50%**
- **60 days prior to arrival date - 75%**
- **30 days/ less to arrival date - 100%**

Days are to be seen as working days, 9.00 - 5.00pm.

3.3 For accommodation there will be no charge for cancellations or amendments, made up to 5 months prior to arrival date. All such changes must be advised to the hotel in writing or by fax:

- **25% of the confirmed number of rooms booked may be cancelled up to 4 months before arrival date without penalty**

- Rooms cancelled in excess of this 25% will be charged at 50% of the quoted accommodation charge for the duration of the period booked.

- Up to 10% of confirmed rooms may be cancelled up to 30 days prior to arrival date without penalty. Rooms cancelled in excess of the 10% will be charged at the full quoted accommodation charge for the duration of the period booked.

- Every room cancelled within 30 days of the arrival date shall be fully chargeable for each day for which that room was booked

Days are to be seen as working days, 9.00 - 5.00pm.

4 Cancellation by Hotel; The Hotel may cancel the event,

- If the hotel or any part of it is closed due to fire, dispute with employees, alteration, decoration or by order of any public authority

- If the client becomes insolvent or enters into liquidation or receivership

- If the client is in arrears with any payment to the Hotel

- Within 3 days or more of the event, if the event in the General Manager's reasonable opinion, may prejudice the reputation of the hotel. Should this be the case the hotel will refund your deposit and will give you every assistance in relocating.

5 Changes by Hotel - The hotel reserves the right without prior notice to change the clients assigned meeting room for one of equal suitability if the hotel has reasonable commercial or operational reason for so doing.

6 Outside Services - The prior consent of the Hotel must be obtained for any entertainment or service contracted for the event by the client, all of which must comply with any statutory codes and regulations. It shall be the responsibility of the client to ensure that, where applicable, forms for performing artists are completed by any band or musician employed by the client.

7 Etiquette - The hotel reserves the right to judge acceptable levels of noise or behaviour of the client; its guests, representatives or contractors. The client must observe the Hotel's direction as to noise and behaviour.

8 Health & Safety - The client must fully comply with the Hotels Health and Safety policy, a copy of which is available on request from the Hotel.

9 Corkage - No wines, spirits, food or beverage may be brought into the Hotel for consumption on the Hotels premises unless the prior consent of the Hotel has been made, for which a charge will be made.

10 Licensing and Statutory Regulations - The Client shall maintain free access to fire exits at all times and shall obtain the prior approval to the Hotel before using any special effects equipment in the Hotel. The client shall observe the permitted hours, according to the current licensing laws. (A bar extension may be requested two months prior to the event which shall be subject to the current application fee).

11 Punctuality - The event must start and finish at the times specified in the contract. Changes to these times may not be possible unless previously agreed with the Hotel.

12 Damage & Liability - Damages, liability for damages to the premises will be charged accordingly. The booker of any function is held responsible for any damage to the premises by a guest or any agent acting on its behalf. The hotel will not be responsible for damage or loss of any personal property and equipment left on the premises prior to or following an event.

13 Signage - Signage should be of a professional nature and is restricted to certain areas of the property. Defacing or taping of materials to surfaces in the hotel is prohibited.

14 Equipment Storage - If displays, exhibits or products are to be used, arrangement for their arrival, unloading and departure must be made with the Conference Office, one working day in advance of the function. Such exhibits, displays or products are the responsibility of the conveyor. The Hotel accepts no liability whatsoever for any loss or damage caused. Such displays, exhibits or products must be removed from the conference room at the end of each day unless the room is reserved on a 24-hour basis. In such cases, the hotel, at the customer's request will arrange to have the conference room locked.

15 Hotel Liability

15.1 Without prejudice to the Hotel Proprietors Act 1963, the liability of the Company in contract or tort or otherwise, in connection with this agreement or any reservation made pursuant to this agreement, shall not exceed the total cost of the services and accommodation provided hereunder and in no event will the Company be liable for loss of profits, opportunity, revenue or profit by the Client and/or indirect or consequential loss whatsoever.

15.2 The Company shall be released from its obligations under this agreement where it fails to meet its obligations on account of act of God, fire, gas leaks, for flood or subsidence, equipment failure, power failure, work stoppage or other industrial action by the Company or any third party, which is, whether directly or indirectly, beyond the Company's control.

16 Agents - Should the client contract with the Hotel through an agent, the agent acts in that capacity for the client and not the Hotel. The client accepts full responsibility for the payment of the Hotels account.

17 Governing Law - The contract shall be governed by and construed in all respect in accordance with the laws of Ireland. The contract does not affect any right that the client may have under the Hotel Proprietors Act.

18 INDEMNITY & INSURANCE

18.1 Indemnity - "In the Event that the Hirer will be using the room or space hired from the hotel for commercial purposes or where the Hirer will be making the room or space available to general members of the public, the following causes will apply

and the Hirer shall agree the terms therein: The Hirer agrees to indemnify the Hotel its representatives, agents, licensees, invitees and all other persons duly authorised from and against all actions, claims, costs, expenses and demands whatsoever and howsoever arising in connection with the Hiring which would include, without prejudice claims in respect of death, injury, loss of or damage to the person or property howsoever caused arising directly or indirectly out of or in connection with the said Hiring.

18.2 Insurance - We (the Hirer) also undertake to arrange Employers Liability and Public Liability Insurance and such other additional insurance may deemed as appropriate to cater for our liabilities assumed in this agreement and to extend such insurance to provide a specific indemnity to the Hotel.

19 SUPPLY OF INFORMATION

19.1 Rooming List - A rooming list for all bedroom blocks of over 10 bedrooms must be submitted to the hotel at least 3 weeks prior to the event.

- Any rooms not covered by the rooming list will be subject to attrition and cancellation policies herein
- The Hotel shall accept name changes to room reservations at any time prior to guest arrival.
- Any amendments, including additions, cancellations, extension to stay must be notified in writing by the Client and confirmed by the Hotel.

19.2 Food & Beverage - Menus must be selected 8 weeks prior to the event, with final numbers given no later than 7 days before the event.

- Children are welcome and menu items will be available to meet your requirements.
- Menu items and prices may be subject to seasonal variation dependant on their availability.
- Wine vintages may vary from time to time due to supplier difficulties beyond our control.
- All Food & Beverage consumed on the premises must be purchased from the Hotel with the exception of the wedding cake.

19.3 Bar extension - The cost of obtaining a bar extension on your behalf will be added to the final account. This is subject to application and approval. A request for same must be forwarded to the Hotel 90 days prior to your event. The charge for this extension is €500.00 subject to change with local licensing laws. The extension times are as follows:

- Sunday - Bar closes at 11.00pm - Extension lasts until 12.00am
- Monday - Thursday - Bar closes at 11.30pm - Extension lasts until 12.30am
- Friday - Saturday - Bar closes at 12.30am - Extension lasts until 1.30am

Entertainment must finish at the same time as the bar.

Late bar is for hotel residents only and this is available to 03.30hrs.

All prices are in Euro and inclusive of VAT and may be subject to an increase should there be any Government imposed changes accordingly.

20 Outside Services - The prior consent of the Hotel must be obtained for any entertainment or service contracted for the event by the client, all of which must comply with any statutory codes and regulations. It shall be the responsibility of the client to ensure that, where applicable, forms for performing artists are completed by any band or musician employed by the client. The Hotel accepts no liability for the entertainment not booked by the Hotel.

21 Guest Clothing and Personal Property - The Hotels does not accept responsibility for the property of the client or of its guest. Cloak stands are provided for the convenience of clients and guests. Any goods deposited in the cloakroom or left unattended on Hotel premises are deposited at the owners risk and without any liability on the part of the Hotel. The Hotel will not take responsibility for gifts, cards, cake etc left in the hotel. Please ensure you collect all your belongings before departure.

22 Car Parking – Complimentary car parking at the property. Please contact Hotel for details.

Please sign and return the copy of this agreement to us as confirmation of your acceptance of the offer and the terms and conditions outlined herein on or before the acceptance expiry date shown below, otherwise this offer will be withdrawn.