



ELLENBOROUGH PARK

GROUP, CONFERENCE AND BANQUETING

TERMS & CONDITIONS

1. DEFINITIONS

- "Agreement" means the accepted proposal agreement, between the Hotel and the Client for a specific booking or a series of bookings.
- "Arrival" means the first day that the group arrives in the hotel.
- "Client" and "You" mean the organising body/company responsible for organising and payment of the Group booking.
- "Contract" means these Terms and Conditions together with the Agreement.
- "Hotel", "Company" and "We" means the property for which the Contract is agreed.
- "Total number" is the sum of the guest numbers, for each day of the booking.

2. CONFIRMATION BY CLIENT

- We reserve the right to release these rooms after the Option Date expires without further notice if confirmation is not received as further set out in the Agreement. If other enquiries are received for the same dates, we may contact you earlier for confirmation, at the sole discretion of the Hotel.
- Once both the Client and the Hotel/Company sign the Agreement, all provisions reserved on your behalf will be confirmed and subject to this Contract.
- The facilities contracted in the Agreement are for the exclusive use of the Client and its subsidiaries.

3. VAT

In the event of any change in the taxation beyond the Hotel/Company's control (e.g. increases in the rate of VAT), the Hotel/Company may vary the price quoted to any extent which reflects the change. All prices are subject to change without notice.

4. AMENDMENTS TO GUEST NUMBERS

The Agreement shall specify the "anticipated number" of rooms you expect to confirm, and the "minimum number" of guests the Hotel will accept for the booking. The "final number" of guests attending must be agreed with the hotel in advance, and the hotel must be notified within the agreed timeline.

Any reduction in contracted guest numbers will be chargeable as follows:

Date of changes:

91 days or more
31 days to 90 days
3 days to 30 days

Reduced contract numbers:

15% without penalty
10% without penalty
5% without penalty

0 to 2 days

Full cancellation charges

5. CANCELLATIONS

The Hotel/Company will make reasonable efforts to re-let the accommodation and/or space cancelled at similar rates. In the event of a cancellation the Hotel/Company reserves the right to charge a cancellation fee determined as follows:

| <u>Timing of cancellation (prior to Arrival Date):</u> | <u>Percentage of estimated revenue:</u> |
|--|---|
| 6 months to 12 months or more | 0% |
| 3 months to 6 months | 50% |
| Less than 3 months | 75% |
| Less than 1 month | 100% |

The Deposit will be held until the original Event dates have passed. Any cancellation charges may be offset against the Deposit.

Any postponement of confirmed business will be treated as a cancellation. If it is 6 months outside of the event date, there will be no charge.

6. DEPOSIT

A non-refundable pre-determined deposit shall be paid to the Hotel/Company to secure the booking. The balance of the Charges shall be paid in full to the Hotel no less than 14 days prior to the start of the event, and otherwise in such instalments and at such times as agreed with the Hotel.

7. CHARGES

The Charges shall be paid to the Hotel/Company in consideration for the use and by the use of the Guests during the booking period. Any additional requirements and services, whether stated in the above agreement or otherwise notified to the Hotel, shall be agreed and charged separately.

8. ADDITIONAL SPEND

You shall pay us for any Food & Beverage and other services not expressly set out in the Event Agreement, or included in your package rate, but made available on request by or on behalf of you during the Event. On or before the Arrival date you will confirm to us in writing the names of those persons who you have authorised to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend will be presented to one of your authorised signatures for verification.

9. CREDIT

Credit is only available if agreed with the Hotel/Company prior to arrival, by completing the Credit Application form. Should credit facilities not be approved, a further deposit will be required before arrival.

10. AGENTS/COMMISSION

Should the Client contract with the Hotel/Company through an Agent, the Agent acts in that capacity for the Client and not the Hotel. The Client therefore accepts responsibility for payment of the Hotel's account. The designated "booker" or "planner" eligible to receive a commission payment for this Event is as per the contracted Client. Planner's IATA, TIDS, HBAA (or similar bodies) number will be given to the Hotel/Company

before Arrival. Commission will be paid on the tax-exclusive charges relating to the event.

11. LOSS OR DAMAGE

The Client is responsible for any loss or damage caused by the Client or his Guests, Agents, Employees, Contractors etc. during the event.

12. FINAL PAYMENTS

Credit facilities can only be granted by prior arrangement and must be agreed at least 14 days prior to arrival. Final payment is due on presentation of invoice, and must be made in pounds sterling. No allowance or refund can be made for meals and other elements not taken with the agreed quoted rate.

13. ROOMING LIST

Please forward this to us at least ten days prior to arrival.

14. CONTRACT TERMINATION

The Hotel/Company may terminate his agreement forthwith on written notice in the event that either:

- The Client/Guest enters into liquidation or bankruptcy, has a receiver or administrative receiver appointed, or enters into any arrangement for the benefit of its creditors
- A part or all of the Venue is closed or rendered unavailable due to a cause beyond the Hotel/Company's control, and such closure or unavailability render the Hotel/Company unable to perform its obligations under this agreement.

15. INSURANCE

The Hotel / Company's total liability arising under or in connection with this agreement, whether in tort, contract, misrepresentation, restitution or otherwise, shall be limited to the amount of the Charges, to a maximum of £5,000,000 (five million pounds sterling) per occurrence. For the avoidance of doubt, the Hotel/Company does not exclude its liability for death or personal injury, to the extent any exclusion is not permitted by law, caused by the Hotel's negligence.

16. JURISDICTION

These terms and conditions and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation.