

Terms & Conditions

1 Contract

- a) These Terms and Conditions apply to the booking made by the Client at the Hotel and together with the Meeting Contract when signed by both the hotel and the Client (or by the Client's agent on the Client's behalf) shall, constitute the Contract between the Client and the hotel. For the avoidance of doubt, no contract shall come into force or have effect and the hotel will have no obligations to the Client until the Booking Agreement has been signed by both the hotel and the Client (or by the Client's agent on the Client's behalf), the method of payment agreed by the hotel, and if applicable, the Deposit and / or the payment against a Pro Forma invoice received by the hotel. Where the Client's agent signs the Meeting Contract 'For and on behalf of the Client', in the event of default by the Client, the Client's agent will assume the full responsibilities of the Client under this Contract.
- b) This Contract shall be the only contract between the Client and the hotel in relation to the Booking, and other verbal or written contracts or agreements shall not be recognised.
- c) The benefit of this Contract is personal to the Client and may not be assigned by the Client.

2 Rates

- a) Rates confirmed in the Meeting Contract are based on the details provided by the Client at the time of the Booking. Should the basis of any part of the booking change at any time following the date on which the Booking is made, an increase in rates may be applied by the Hotel.
- b) All rates specified in the Meeting Contract are inclusive of the prevailing rate of any applicable tax (VAT), should the VAT rate change this increase/reduction will be passed onto and, in the case of any increase, be paid by the Client.

BEDROOMS

3 Arrival and Departure - Bedrooms

Rooms will be available for occupation by Guests at the discretion of the Hotel as early as possible after 14.00 hrs on the day of arrival and must be vacated before 12 noon on the day of departure. Late check out after 12.00 noon can be requested by Guests subject to availability and may be charged by the Hotel at its discretion.

4 Rooming List - Bedrooms

A rooming list must be provided to the Hotel by the Client not less than 7 days before the date of arrival, in order for the Hotel to process for Guest arrival.

5 Room Drops and Portage - Bedrooms

The cost of room drops and portage is not included in the rates set out in the Meeting Contract. If any Guest requires this service they should contact the Hotel directly quoting the reference number set out on the Meeting Contract not less than 28 days prior to arrival. Additional charges will be charged for the provision of this service and will be payable by the Guest on arrival.

6 Rooms - Bedrooms

- a) All Rooms have a maximum adult occupancy as follows:
 - (i) Single: 1 adult only;
 - (ii) Double, Twin or Family; 2 adults only;
 - (iii) Triple 3 adults only.
- b) The Hotel has a limited number of rooms suitable for guests with disabilities. It is the responsibility of the Client to specify whether any Guest requires such a room. When returning the Booking Agreement.
- c) The hotel operates a strict no smoking policy.
- d) If any Guest, or any member of any Guest's party, smokes in a Room where smoking is prohibited, the hotel reserves the right to charge the Guest such sum as it is required to expend for specialist cleaning of the Room to make the Room fit for a no smoking environment.

7 Meetings & Events

The hotel reserves the right to substitute an alternative meeting room of similar size and quality to the one originally booked in the event that the original room is unavailable. The hotel will endeavour to contact the client before doing so.

DEPOSITS AND PAYMENT

8 Payment Misc.

- a) Unless the Client has an authorised credit agreement in place with the hotel the payment detailed in line with the deposit schedule will be required to be paid by the Client by either a credit or debit card or by BACS transfer to the Hotels' bank account at NatWest, Corporate & Commercial Banking, 14 Blythswood Square, Glasgow G2 4AQ; Account No 10000674; Sort Code 50 42 56. Where the Client has an authorised credit agreement in place with the hotel, All amounts are payable in currency local to the Hotel.
- b) Where the Client has an authorised credit agreement in place with the hotel and the total cost of the accommodation set out in the meeting contract exceeds the balance of the credit available under the authorised credit agreement, an invoice will be issued by the hotel up to an amount not exceeding the balance of the credit available and the amount by which the cost of the accommodation exceeds the balance then remaining shall be paid by the Client by BACs Transfer to the hotel's bank account at NatWest, Corporate & Commercial Banking, 14 Blythswood Square, Glasgow G2 4AQ Account No 10000674; Sort Code 50 42 56.
- c) Where the Client has an authorised credit agreement in place with the hotel but has failed to discharge any amount due under such authorised credit agreement in accordance with the terms of the authorised credit agreement, the hotel reserves the right to issue an invoice for the full cost of the accommodation which shall be paid by the Client by BACs Transfer to the hotel's bank account at NatWest, Corporate & Commercial Banking, 14 Blythswood Square, Glasgow G2 4AQ Account No 10000674; Sort Code 50 42 56.
- d) Where Guests are to settle their own individual account upon departure, all amounts are payable in currency local to the Hotel.
- e) By returning the signed Meeting Contract and credit or debit card details of each Guest the Client warrants, represents, undertakes and confirms to the hotel that each Guest has authorised the hotel and or the Hotel to debit the relevant credit or debit card with all of the amounts due to the hotel in respect of the Booking.
- f) Save in cases where Guests are to settle all or part of their own accounts on departure, the Client will be liable to pay to the hotel all charges incurred by or on behalf of or at the request of the Client, its guests, agents or employees for any accommodation food, beverage or any other goods or services provided by the Hotel, and the Hotel will calculate the sum actually payable in respect thereof.
- g) The hotel shall send an invoice to the Client showing the sum actually payable and the Client will pay the balance due (after deduction of any sums already paid in respect of the Booking) within seven days of the departure date specified in the Meeting Contract
- h) Any queries which the Client may have with regard to on any invoiced amount it must be raised in writing by the Client with the hotel within 7 days after date of invoice, otherwise the total amount specified in the invoice shall become payable.
- i) If the Client shall fail to pay all or any part of any sum due to the hotel under this Contract on the due date for payment, the Client shall pay to the hotel interest on any such overdue sum from the due date to the date of payment at 4% above Barclays Bank base rate on a daily basis.
- j) The hotel may utilise the non-refundable deposit or any other monies paid to it by the Client against any outstanding sum payable by the Client to the Hotel.
- k) Where Guests are to settle all or part of their own accounts on departure, the Guest will be liable to pay to the Hotel all charges incurred by or on behalf of or at the request of the Guest for any accommodation food, beverage or any other goods or services provided by the Hotel, and the Hotel will calculate the sum actually payable in respect thereof which the Guest will settle in full on or prior to departure.
- n) The hotel accepts the following credit cards Amex, Visa, MasterCard, Maestro and Diners. Any payments made using any such credit cards will be liable to a surcharge of an amount equal to 2.5% of the total amount paid using the credit card.

9 Cancellation Policy – Deposit and Payment

Should the Client cancel all or part of this booking the hotel reserves the right to charge the following:

Up to 90 days prior to the function date	no charge
90 days to 61 days prior to function date	25% of contracted anticipated spend Inc VAT
60 days to 31 days prior to function date	50% of contracted anticipated spend inc. VAT
30 days to 15 days prior to function date	75% of contracted anticipated spend inc. VAT
14 days or less to function date	100% of contracted anticipated spend inc. VAT

If accommodation is required, on presentation of the Final rooming list, 7 days prior to arrival, all unsold rooms will be released back to the hotel following written confirmation from the Client and cancellation charges will apply as above.

In the event that a booking, conference and or accommodation, is postponed, the client will be offered three alternative dates within 3 months of the date of postponement. If the client confirms the booking for a later date the deposits paid will not be lost. Should the Client not be willing to commit to any of the dates offered, deposits paid will be fully forfeited

to the hotel. For postponement of the event within 4 weeks prior to function date, the above cancellation charges will apply. Postponements are only valid once per booking/event. If the client wishes to postpone a booking which has already been postponed this will be considered as a cancellation and the above charges will apply.

For bookings of 14 rooms or less notice of any cancellations or reduction in the number of rooms received less than 72 hours prior to the arrival date or in the event of a no-show, will result in the client or the guest, as the case may be, being charged the full amount set out in the Meeting Contract. For bookings of 15 rooms or more notice of any cancellations or reduction in the number of rooms received less than 28 days prior to the arrival date or in the event of a no-show, will result in the client or the guest, as the case may be, being charged the full amount set out in the Meeting Contract.

Performance Damages

The performance damages owed will be the amount necessary for the Hotel to receive no less than 80% of the Total Anticipated Revenue listed in the summary table above, plus applicable national and local taxes.

Any delegate packages, meeting rooms and/or F&B added after Event Agreement signing will automatically be subject to this Event Agreement's terms and conditions, including, but not limited to, full cancellation and performance/reduction in numbers policies.

The following hypothetical example is provided to illustrate the calculation of performance damages. If for a certain event a hypothetical client and the hotel agree that (i) the Total Anticipated Revenue for the event will be £25,000, and (ii) that the client must achieve at least 80% of the Total Anticipated Revenue (such percentage which is sometimes referred to as "attrition") in order to avoid paying performance damages. Thus, that client must achieve at least £20,000 in actual total expenditure (80% multiplied by £25,000) in order to avoid paying performance damages. Client thereafter holds the event and achieves £15,000 in actual total expenditure, resulting in performance damages equal to £5,000 (£20,000 less £15,000), plus applicable national and local taxes.

Prior to your Event, we may review the number of requests for bedroom assignments that have been made by your attendees in order to compare your obligations herein with your actual likely performance. Should it appear in advance of your Event that the actual number of attendees will fall below the attendance we expect based upon your reserved Room Block, we reserve the right to assign alternate meeting/function space commensurate with your reduced space needs as indicated by your attendees' requests for bedroom assignments.

At least 7 business days prior to the Arrival Date, you must notify us of your final number of attendees that will be attending your Event functions.

If the Event is held, but we do not realize the Total Anticipated Revenue from your Event, whether due to reduction in size of your meeting, drop in attendance, change in F&B functions or otherwise, you agree to pay to us reasonable liquidated damages, plus applicable national and local taxes, for your lack of performance. The performance damages applicable to your Event are set forth in the Event Agreement.

We will deduct all collected non-refundable individual deposits, all collected early departure fees, and all advance payments and deposits previously paid by you to us from the amount you owe us as performance damages.

10 Commission – Deposit and Payment

The Company will pay any pre-agreed commission on pre-booked services payable on this booking, after the event.

11 Dedicated Meeting Rooms – Deposit and Payment

Prices are quoted based on services booked only. Additional services booked whilst in-house will be extra. The guaranteed number of attendees must be confirmed to the Conference & Banqueting Office not less than 7 days prior to the commencement of the function (or where the booking is taken less than 7 days prior to the event, immediately) and the charges payable will be based on this guarantee or those attending, whichever is greater.

12 Deposit Schedule – Deposit and Payment

A deposit schedule based on the estimated group value applies as follows:

Up to 61 days prior to function	10% of contracted rate
60 days to 31 days prior to function date	25% of contracted rate
30 days to 15 days prior to function date	75% of contracted rate
14 days to function date	100% of contracted rate

Pro Forma invoices will be issued in line with the above deposit schedule.

Failure to comply with the deposit schedule may at The Company's discretion, result in the cancellation of the reservation.

13 Food

All food will be removed from the room 1 hour 30 mins after serving in accordance with current health and safety guidance. The client is not permitted to bring in their own catering from outside sources.

14 Frustration to Contract and Liability

- a) The hotel shall not be liable to the Client or the Guest if it or the Hotel is prevented from carrying out any or all of its obligations by circumstances beyond its reasonable control, including government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters or war or any event causing the whole or a substantial part of the Hotel to be closed to the public.
- b) The Hotel's total liability to the Client or the Guest, as the case may be, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall be no greater than the amount already paid by the Client or the Guest to the Hotel in respect of services specified in the Meeting Contract.

15 Complaints

In the unlikely event that the Client or Guest has a problem during their stay it must be brought to the attention of the Hotel's management at the time to ensure that the Hotel has an opportunity to rectify the problem before departure. If the Client or Guest is not satisfied that the issue has been resolved fully all details should be submitted in writing within 7 days of departure to Customer Contact Centre, Amaris Hospitality, Angel 1 Limited, Clockwise, The Savoy Tower, 77 Renfrew Street, Glasgow, Scotland, G2.

16 Variation

Any variation to the terms of this Contract will only be binding if they are in writing and signed on behalf of the Hotel.

17 General Law

The provision of these terms and conditions and all disputes arising out of or in connection therewith shall be construed in accordance with and governed by English Law.

Termination of Contract: The Company reserves the right to terminate this contract without prejudice to any other right it may have, in the event that The Client fails to comply with the terms of this agreement.

SIGNED FOR AND ON BEHALF OF THE CLIENT: _____

PRINT NAME: _____

POSITION: _____

DATE: _____