

# CONFERENCES AND EVENTS GENERAL TERMS AND CONDITIONS

## 1 Introduction

- 1.1 These terms and conditions of business (“**Conditions**”) apply to the services provided by Moka Hotels Company Limited (company number 10579963) whose registered office is at New Place Hotel, Shirrel Heath, Southampton, SO32 2JY (“**we**”/“**us**”/“**our**”).
- 1.2 These Conditions, together with the Event Schedule (where provided) comprise the “**Agreement**”. No other terms other apply unless we agree in writing.
- 1.3 In these Conditions, the following expressions have the following meanings:
  - “**Event**” the event booking specified in the Event Schedule;
  - “**Event Schedule**” the document(s) containing details of the Event;
  - “**Final Number**” the final number of Event attendees;
  - “**Minimum Number**” the minimum number of Event attendees;
  - “**Venue**” New Place Hotel, Shirrel Heath, Southampton, SO32 2JY; and
  - “**you**” and “**your**” is you, the customer responsible for booking the Event with us (and includes any group, company, firm, body, agent or other person, wherever applicable on the basis that each such person is jointly and severally liable to us under the Agreement).
- 1.4 A reference in these Conditions to a “**term**” is to a term of these Conditions unless the context otherwise requires.
- 1.5 If there is any inconsistency between the Conditions and the Event Schedule, these Conditions will take precedence.
- 1.6 All services provided and/or contracts or other obligations entered into by our directors, employees, consultants or agents are made or given by us and not by any individual personally.
- 1.7 The Agreement becomes binding upon its signature by the parties.

## 2 Event numbers and attendee details

- 2.1 When booking the Event, you must provide us with details of the number of Event attendees in writing (the “**Anticipated Number**”).
- 2.2 You must provide us with the Minimum Number by no later than 28 working days in advance of the Event. The Minimum Number must not be less than 90% of the Anticipated Number.
- 2.3 You must provide us with the Final Number by no later than 14 working days in advance of the Event, which will supersede the Anticipated Number but will not alter the Minimum Number.
- 2.4 No variation to the number of Event attendees after provision of the Final Number shall be made unless agreed by us in writing prior to the Event. Any variation will be at our sole and absolute discretion and we may refuse entry to any individuals attending the event in excess of the Final Number.
- 2.5 You must provide us with any relevant Event details and guest names on our request. In particular, you must provide us with details of any special requests, relevant information or information requested by us by no later than 7 working days before the Event.
- 2.6 Where food and drink are requested as part of the Event booking, we will cater for the Final Number. We will charge for catering for the Final Number, irrespective of the amount of food and drink provided or consumed at the Event.
- 2.7 No food or drink may be brought into the Venue for consumption on the Venue premises unless our prior consent has been obtained. Where consent is provided, the Venue will charge a “**corkage fee**”.
- 2.8 Should the number of delegates/guests attending the Event significantly increase or decrease then we may provide alternative accommodation and space of an appropriate size for the Event and to increase our charges accordingly.
- 2.9 All details provided by you to us in this section 2 must be given in writing (which, for the purpose of this section 2, includes by email). Although we will attempt to accommodate your reasonable requests, we cannot guarantee that we will be able (nor will we be liable for any failure) to accommodate any requests that are not made in compliance with term 2.5 above.

## 3 Charges and expenses

- 3.1 The price for the Event will be specified in the Event Schedule (the “**Price**”). The Price will be based on the higher of: the Minimum Number; the Final

Number; or the actual number of Event attendees. You must pay for no less than the Minimum Number, irrespective of the actual number of attendees.

- 3.2 You must make all payments due under the Agreement in Pounds Sterling and within 14 days of the date of the relevant invoice or request for payment.
- 3.3 We may amend the Price on written notice to you to reflect any change in cost beyond our reasonable control (including but not limited to changes in VAT and import/export duties).
- 3.4 Where a payment is overdue by more than 7 days, we may cancel the Event and cancellation charges (payable immediately) will apply as if you had cancelled the Event in accordance with term 5.2.
- 3.5 We may apply interest on overdue payments at 4% above the base rate of National Westminster Bank plc for the period from the due date up to and including the date of receipt (whether before or after judgment).
- 3.6 For certain events, a credit account may be available at our sole and absolute discretion. Where available, a credit account may be applied for, up to 28 days prior to the Event; if accepted, we will confirm to you in writing.
- 3.7 We will attempt to carry out appropriate credit checks in sufficient time prior to the Event. Where credit is not approved or not available, you must pay the Price in full (or as otherwise provided for in the Agreement) prior to the Event date in accordance with the terms of the Agreement.
- 3.8 We may amend or withdraw a credit account at any time or require payment of the Price or any other amount due in full or in part on written notice to you if, in our discretion, we have any concern about being paid.
- 3.9 You must provide the Venue with written notice containing details of any bona fide dispute in respect of whole or part of an invoice or request for payment within 5 working days of the date of the invoice or request. You must pay any undisputed amount, in full, within 14 days of the date of the invoice or request for payment. The disputed amount may be withheld until the dispute is resolved but shall bear interest as set out in term 3.5 if found to be due.
- 3.10 The Price and any deposit or other payment under the Agreement are exclusive of VAT and any other tax or duty payable by you, which you must pay at the rate applicable on the date of our invoice or payment request.
- 3.11 We will send you invoices to the address and/or email address in the Agreement. You must notify us of any change to the billing address or addressee immediately.

## 4 Rooms

- 4.1 Bedrooms (where included in the Event booking) are available from 3pm on the day of arrival and must be vacated by 11am on the day of departure, unless specific alternative arrangements have been agreed with the Venue. Extension beyond the usual times shall entitle us to impose additional charges.
- 4.2 Other rooms, such as function rooms, (where included in the Event booking) are available from the times specified in the Agreement and extension beyond the agreed booking time shall entitle us to impose additional charges.
- 4.3 In the unlikely circumstances that the Venue does not have the number and types of rooms available at the Venue on the dates required for the Event, the Venue reserves the right (without liability) to relocate the Event to an alternative Venue of a similar standard in the same locality.
- 4.4 Any reasonable expenses incurred for relocation shall be borne by us. The acceptance of this obligation (which will not release you of your obligation to pay the relevant charges) shall be in lieu of all other liabilities or obligations.
- 4.5 If a particular room forming part of the Event booking is unavailable at the Venue on the required date(s), we reserve the right (without liability) to relocate the Event to an alternative room of a similar standard within the same Venue.

## 5 Cancellation

- 5.1 If you wish to cancel an Event, you must provide written notice of cancellation to the Venue, which will be effective upon receipt by the Venue (the “**Cancellation Notice**”). A Cancellation Notice received outside of the hours of 9.00am and 5.00pm shall be deemed received on the next working day.
- 5.2 The Event or booking will be cancelled, when you: cancel or postpone an Event; cancel or postpone any element of an Event; or reduce the number of Event attendees beneath the Minimum Number.

- 5.3 If you cancel an Event, you will be required to pay:
- 5.3.1 where the Cancellation Notice is provided in 180 days or more in advance of the Event, 10% of the Price;
  - 5.3.2 where the Cancellation Notice is provided between 120 and 179 days in advance of the Event, 25% of the Price;
  - 5.3.3 where the Cancellation Notice is provided between 60 and 119 days in advance of the Event, 50% of the Price;
  - 5.3.4 where the Cancellation Notice is provided between 22 and 59 days in advance of the Event, 75% of the Price; and
  - 5.3.5 where the Cancellation Notice is provided 21 days or less in advance of the Event, 100% of the Price,

and in addition, where the Cancellation Notice is provided between 1 and 60 days in advance of the Event, we may require you to pay to us an amount which we estimate reflects our total lost revenue based on the Final Number (or, if not provided, the Anticipated Number).

- 5.4 We may cancel an Event (or any part of an Event) if:
- 5.4.1 you fail to adhere to the terms of the Agreement;
  - 5.4.2 we consider that there has been a significant change in your booking;
  - 5.4.3 we are not satisfied with your credit status;
  - 5.4.4 we consider that the Event may prejudice our reputation or the reputation of the Venue;
  - 5.4.5 we consider that the Event may cause disruption, nuisance or public disorder; or
  - 5.4.6 if the Venue is damaged or closed for refurbishment; or if we are requested to cancel the Event by any public authority.

## 6 Third party contractors

- 6.1 You must provide details of any third party contractors for the Event when requested to do so by us and in any case not less than 28 working days before the Event, in writing (which can include by email) to the Venue.
- 6.2 You must not engage any third party contractors for the Event without our prior written approval, to be given at our sole and absolute discretion.
- 6.3 Where we engage third party suppliers on your behalf, we require you to pay to us a non-refundable, up-front payment to cover the fees of the third party supplier.
- 6.4 You are responsible for ensuring that third party suppliers comply with all requirements notified to you by us, including but not limited to those provided in these Conditions.

## 7 Venue rules and regulations

- 7.1 The Venue may have specific rules, procedures and policies (such as in relation to health and safety, security, smoking and behaviour of guests).
- 7.2 You must ensure that these Conditions and all rules, procedures and policies and regulations (whether statutory or otherwise), and any reasonable requests of the Venue are brought to the attention of all attendees and third party contractors.
- 7.3 You must (and shall procure that any and all attendees and third party contractors) comply at all times with all rules, procedures, policies, laws and regulations (whether statutory or otherwise, including but not limited to, health and safety laws and regulations), and any of our reasonable requests.
- 7.4 We may refuse entry to the Venue or eject any attendees and third party contractors from the Venue who do not comply with the terms of the Agreement and all rules, policies and regulations (whether statutory or otherwise) or any reasonable requests made by the Venue. In such circumstances, no refund is payable.
- 7.5 You shall be responsible for any acts or omissions of any and all attendees and third party contractors and shall pay for the cost of repairing any damage caused to the Venue, contents or grounds of the Venue by you, your guests or third party contractors or replacing any irreparable items (at our option).

## 8 Licences

- 8.1 If any application for any additional licences, consents and permits required in connection with the Event is unsuccessful, you may not cancel or postpone the Event and the Event shall be subject to any licences, consents and permits actually obtained or maintained by the Venue.
- 8.2 You must (and must procure that all persons authorised by you) comply with the all licences, consents and permits and any decision or recommendation of any licensing officer or public authority.

## 9 Communications and data protection

- 9.1 We may process your personal information (including sensitive personal data) in accordance with the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) 2016/679 (the "Data Protection Legislation") to allow us to administer your account with us and to provide the services you have requested from us.
- 9.2 We are registered as a data controller under the Data Protection Legislation with the Information Commissioner under registration number Z9337904. We will process any personal data we receive under this Agreement in accordance with our privacy policy, which is available on our website at <http://www.legacy-hotels.co.uk/privacy-policy>.

## 10 Our liability to you and others

- 10.1 We will not be liable to you in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise, for any loss of profit, business, anticipated revenue, goodwill, or any special, indirect or pure economic loss, costs, damages, charges or expenses, even if such losses and/or damages were foreseen, foreseeable or known, or the Venue was advised of the possibility of them in advance.
- 10.2 Our liability to you under or in connection with the Agreement whether for negligence, breach of contract, misrepresentation or otherwise is limited in respect of each event or series of events to the Price.
- 10.3 We require you to take steps to safeguard your and your guests' personal property. Due to the manner in which such items are brought to and left at the Venue we are unable to offer any facility for, or take any responsibility for, safeguarding them. We can therefore accept no responsibility for any loss or damage to your, or any delegates/guests or any third parties' property.
- 10.4 Nothing in the Agreement limits our liability where it may not be limited under the Hotel Proprietors' Act 1956.
- 10.5 Nothing in the Agreement will restrict or exclude our liability to you for death or personal injury resulting from our negligence or where our liability may not be so limited under any applicable law or regulation (for example, if there is any fraud on our part).
- 10.6 You shall indemnify and keep us indemnified against all damages, liabilities and costs (including professional fees) arising out of your acts or omissions or the acts or omissions of any guest, delegate, invitee or third party contractor, save to the extent that any such claim arises as a result of our negligence.

## 11 Force majeure

- 11.1 We will not be liable for any delay or failure of our obligations as a result of causes beyond our control. This will include but will not be limited to fire, flood, acts of God, acts and regulations of any governmental or supranational authority, war, riots, acts of terrorism, epidemic, pandemic, strikes, lockouts, failures by third party utility providers (including internet or third party server failure), and industrial disputes.
- 11.2 For the avoidance of doubt, nothing in this term 11 shall relieve you of your payment obligations under the Agreement.

## 12 Alternative Venue

If the Venue is damaged or closed for refurbishment prevented from hosting the Event (whether or not as a result of an event described in Condition 11.1, we may, at our discretion (and without being liable for any loss or damage suffered by you, any guests/delegates or other third party) re-locate the Event to another Venue within a reasonable distance from the original Venue.

## 13 General

- 13.1 No third party will have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any rights under the Agreement.
- 13.2 We may assign our rights and responsibilities under the Agreement to any person provided the assignee agrees to comply with the Agreement. You may not assign your rights under the Agreement to any other person.
- 13.3 The Agreement is the entire agreement between you and us and supersedes any previous agreement or understanding between us. No amendment or variation to the Agreement will be effective unless it is made in writing and signed by us.
- 13.4 All payments by you to us must be made without deduction or set off.
- 13.5 If any term of the Agreement is found by any court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable:
  - 13.5.1 that will not affect any other term of the Agreement; and
  - 13.5.2 we may substitute effective provisions in a form as similar to the ineffective provisions as is possible without thereby rendering them illegal, invalid or unenforceable.

- 13.6 Any failure by us to insist upon the strict performance of any term of this Agreement, or any failure or delay by us in exercising any right or remedy we may have shall not be or be deemed to be a waiver of any right which we may have to insist upon the strict performance of the Agreement or to rely on any of our rights or remedies in respect of any breach of the Agreement.
- 13.7 The Agreement is in all respects governed by English Law. The English Courts shall have non-exclusive jurisdiction over any dispute between us and you.



## CONFERENCES AND EVENTS GENERAL TERMS AND CONDITIONS

**Your signature to these Conditions means that you agree to be bound by them and the Agreement.  
You should only sign these Conditions if you have read and understood them.**

I/We agree to be bound by the terms and conditions of the Agreement:

Signature:

Name:

Date:

Signature:

Name:

Date:

Signed on behalf of Mogan Hotels Company Limited:

Signature:

Name:

Position:

Date: