

TERMS AND CONDITIONS

These are the terms and conditions of the contract between you and HICP Limited Trading as Holiday Inn Gloucester-Cheltenham. ("we", "our" or "us") for your Event. Capitalised terms refer to the relevant item as set out in the Event Schedule.

By signing this contract you confirm that you accept these terms and conditions.

1. Completing and paying for your booking

In order to hold your Event we will require the following from you:

- i) This contract, duly signed
- ii) As soon as possible, but no later than the date confirmed to you in writing by us any further details (i.e. details of final timings, menus and any special requests).
- ii) As soon as possible but no later than the date confirmed to you in writing by us, payment of the full deposit (if applicable) shown in the Event Schedule.
- iii) The full payment of any balance payable (excluding Weddings) is no later than 14 days prior to the Event for events under £2000, For events over the value of £2000 (excluding Weddings) 50% of full balance due 12 weeks prior to the event, a further 25% of the full balance is due 6 weeks prior to the event date and the remaining balance is due 2 weeks prior to the event date.
- iv) For Wedding events deposits are payable for bookings as follows unless otherwise varied or waived by the hotel in writing: - on booking a non-refundable deposit as determined by the hotel but not less than 10% based on provisional numbers, 26 weeks prior to the event a further 40%, 8 weeks prior to the event the remaining balance to be paid.

Failure to pay a deposit within 7 days of being requested to do so entitles the hotel to treat the booking as cancelled.

The hotel reserves the right to set off the deposit held (other than the non-refundable deposit) against cancellation charges.

- iv) Confirmation of the actual number of guests/delegates attending the Event

If we do not receive all of the above items then we will not be under contract with you to hold the Event. We require cleared payments in each case and reserve the right to take payment, by the means specified, by us. If you have a credit account with us then your signature of this contract is authority for us to take payment from your credit account. Any sum not covered by the credit account will need to be paid to us no later than **14 days prior to the Event**.

Please be aware that by signing this contract you agree that the Actual Number and Guaranteed Minimum Number shown in the Event Schedule is correct. If more guests than the Actual Number wish to attend the Event then, once notified, we will endeavour to accommodate the additional numbers and you will be charged accordingly. Please be aware, however, that we may not be able and are not contractually obliged to accommodate anything other than the Actual Number and no guarantee that these additional guests will be accommodated can be given. If you do reduce numbers below the Guaranteed Minimum Number then you will have to pay us the cancellation charges as detailed in this contract.

2. Cancellation by the Client

In this clause the Event will be acknowledged as "cancelled" by us when the Hotel receives written notification to this effect or the Event ultimately fails to take place, whichever is the earlier.

If you cancel your Event you will incur the following charges for all events excluding Weddings:-

- If you cancel more than 12 weeks prior to the Event Date – 50% of the total sum you have contracted to pay us.

- If you cancel less than 12 weeks but more than 3 weeks prior to the Event Date – 75% of the total sum you have contracted to pay us.
- If you cancel less than three weeks prior to the Event Date – 100% of the total sum you have contracted to pay us.
- If the final number of guests/delegates is less than the Guaranteed Minimum Number then a cancellation charge of the full revenue lost by us will apply.

If you cancel your Wedding event you will incur the following charges:-

- If you cancel in excess of 26 weeks prior to the Event Date the non-refundable deposit is retained by the hotel.
- Between 26 weeks and 8 weeks prior to the event 50% of the total sum contracted
- Within 6 weeks of the event 100% of the total sum contracted

3. Cancellation and termination by the Hotel

We can cancel your booking without any liability to you at any time if:-

- a) Your booking might, in our reasonable opinion, damage our reputation; or
- b) You are more than 7 days late in making any payment due to any company in our group or you have not paid us 21 days prior to the Event Date (as above); or
- c) If any credit facilities which have been agreed with you for payment are suspended or terminated for any reason, and you then fail to pay us within three days of this suspension the total charges shown on the Event Schedule; or
- d) You make any voluntary arrangement with your creditors or become subject to an administration order or (being an individual) become (or in the case of a partnership any of you become) bankrupt or (being a company) go into liquidation (other than for an amalgamation or reconstruction); or
- e) An encumbrancer takes possession of, or a receiver is appointed over, any of your property or assets; or
- f) We reasonably believe that any of these events is about to occur to you.
- g) In the opinion of the Hotel, there has been a significant adverse change in the booking (e.g. reduction in days/accommodation).
- h) The Hotel is unable to hold the Event due to a period of state mourning or other Force Majeure, the unforeseen requirements of any government or authority connected with the government.
- i) If you fail to adhere to any of these terms and conditions

We can terminate this contract by notifying you in writing if the Hotel closes (either permanently or temporarily for a period including the Event Date). If we terminate this contract in these circumstances, we will refund to you all payments that you have made to us in connection with the Event, and we will have no further liability to you this includes any compensation over and above that mentioned in this contract.

4. Payment

- 4.1 We will invoice you for the sum shown in the Event Schedule together with the VAT payable on our services. As stated in Clause 1. payment will be required to be made to us no later than 14 days prior to the Event Date. If any sum is left outstanding after the Event Date then we reserve the right to charge interest on this sum from the Event Date until payment at the rate of 3.5% per annum above the base rate of the Bank of England.
- 4.2 Bookings made by an Agent on behalf of a client, remain the liability of the client to ensure payment is made to the hotel in accordance with the venues terms and conditions, be it direct to the Agent or to the Venue.
- 4.3 We agree that should the Agent enter into any form of Administration, then the Venue will have authority to revert back to us as the Client to claim full payment, irrespective of any payment made to the Agent.
- 4.4 The Client agrees and confirms that it is liable for all expenditure and indebtedness incurred by the delegates unless otherwise agreed.

5. Changes by the Hotel

If we need to do so, we may change any function room for one that is of equal or enhanced suitability. If there are circumstances in which the Hotel cannot provide the booked accommodation and/or function space we may use other suppliers (or Hotels) of equal or enhanced suitability (at no extra cost) to ensure your Event proceeds as planned.

If we cannot offer a reasonable alternative choice of facilities either at your booked Hotel or another suitable hotel operated by us, or if alternative facilities offered by us are unacceptable to you, we will refund to you all payments that you have made to us in connection with the Event, and we will have no further liability to you.

6. Publicity and Outside Services

You will need to obtain written consent from us to use:

- The name of the Hotel or Valor Europe (our management company) in any publicity material
- Any outside supplier not provided by the Hotel which we can reasonably organise if the suppliers are deemed unsuitable
- We will need to approve any supplier including bands and entertainers not supplied by us. A method statement for any third party supplier may be required at least 14 days prior to the Event. We reserve the right to refuse admission to any guest speaker, entertainer or any third party supplier if they are deemed unsuitable.

7. Condition of the Facility and Guest Etiquette

You are responsible for returning the function and other rooms in good condition when left and for paying for the cost of any damage done. We will also expect you to be responsible for the behaviour of those attending the Event and we reserve the right to deny access or to eject anyone behaving in a manner we deem inappropriate. The Event shall begin and finish in accordance within the agreed times set out in the Event Schedule and we will require it to be in accordance with our Health & Safety Policy and our Premises License (we will supply details of these on request) and in accordance with our directions. We reserve the right to enter the function room at any point during the Event. No alcohol or food may be brought into the Hotel unless you have our prior permission. No guest or delegate attending the Event shall be allowed to smoke in the hotel. Smoking may be permitted in some external areas allocated for that specific purpose. except for in any area or room designated as such.

8. Clothing and Personal Property

All clothing and goods which you and the other guests/delegates leave in the Hotel including the cloakrooms will be left at your guests'/delegates' own risk. Any items of value should be left in a safe at reception or in a bedroom. We cannot accept responsibility for the loss of these items when secure facilities are available on site.

9. Force Majeure – Except where otherwise expressly stated in these conditions, we will not be liable to you or any of the Group where the performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss of any description as a result of "force majeure". In these conditions, "force majeure" means any event outside of our reasonable control. Such events may include, but without limitation, war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, a period of state mourning and all similar events.

10 We are the data controller in respect of personal data ("data controller" and "personal data" having the meanings given to such terms in the Data Protection Act 1998/ Data Protection Act in 2018) collected by us in respect of this booking (including the personal data of any guest that you bring to the Hotel). Such personal data will be used by us for the purposes of providing services to you and your guests in respect of the booking to which these terms refer.

We may pass such personal data to our staff and suppliers to be processed for the purposes set out above. Some of our staff and suppliers will be located outside of the European Economic Area. We will ensure that all personal data is handled in accordance with the current legislation.

11 Liability



Our liability (and that of our officers, employees, sub-contractors and agents) to you arising out of or in connection with this contract (whether under contract law, tort or otherwise) shall be limited to the total amount payable by you for the Event. We are not liable for any indirect, special or consequential loss of any kind.

Nothing in these terms and conditions shall limit liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

12. General

We can transfer our rights and obligations under this contract to a new operator of the hotel, and if requested, you agree to enter into a document confirming that you accept such a transfer.

This contract and all differences and disputes arising out of or in connection with it shall be governed by and construed in accordance in all respects with English law and subject to the exclusive jurisdiction of the English Courts.

If any of these provisions (or any part of them) are determined by any competent authority to be invalid, unlawful or unenforceable then that provision will to that extent be severed from the remaining provisions, which will continue in full force and effect.

This contract and any documents referred to in it represent the entire agreement and understanding between the parties relating to the subject matter of this contract and supersede all agreements, arrangements and understandings between the parties relating to the subject matter of this contract that existed prior to the date of this contract.

I have read the Terms & Conditions as listed above and fully accept all conditions.

Company:	Hotel
«Booking:Account:AccountName»	
«Booking:Contact:FullName»	«Booking:OwningUser:FullName»
«Booking:Contact:JobTitle»	«Booking:OwningUser:Title»
Date:	Date:
Signature:	Signature:

«TableEnd:RootObject»