

Mercure Tunbridge Wells Hotel 8 Tonbridge Road, Pembury Tunbridge Wells, TN2 4QL, GB Telephone: +44 (0)844 815 9074 Fax: +44 (0)161 234 2819

Website: www.mercure.com

Terms of Business

In order to avoid any misunderstanding in respect of your booking, the following Terms of Business apply to all bookings relating to conferences and meetings. We have tried to make our terms of business as straightforward as possible, if however you have any questions please feel free to speak to us before you sign them.

1. Booking Confirmation

Any booking is considered provisional until the Hotel receives a signed copy of these terms from you, receipt of which will be deemed to be your acceptance of these terms.

2. Delegate Numbers and Accommodation

- Provisional numbers are required at the time of booking and the Hotel's minimum charge for the service booked will be based on those numbers.

 (i) To allow us to plan your meeting properly, you will need to provide us with final delegate numbers 14 days prior to the event. The final charge payable will be based on this number or actual number attending, whichever is the greater and provided that the minimum charge has been exceeded.
- (ii) If your numbers go down, cancellation charges will be applied. However, if you give us more than 14 days notice, you can reduce your numbers by up to 10% without charge.(iii) If you provide less than 14 days notice, the contracted numbers will be charged. If the numbers are reduced below the minimum numbers required for your room, we may have to re-allocate the room, to one more appropriate to the size of your conference or meeting.

 (Iv) Subject to agreement, bedrooms can be held for your delegates however these rooms will be released 14 days prior to the event if the numbers have
- not been confirmed. However, 7 days prior to the meeting, delegates names for bedrooms must be received by the Hotel or the rooms will be released.

3. Availability

All rooms, rates and facilities are subject to availability at the time of booking and are at the discretion of the Hotel.

4. Payment and Credit Facilities

Unless you have arranged credit facilities with the Hotel, you'll need to pay a non-refundable deposit of 10% of the total value, when you confirm your booking and full payment of the balance is due 14 days before the event. Unfortunately, credit facilities are not available to private individuals. If you are not a credit customer a Credit Facilities Application Form is available on request. Separate conditions apply to credit facilities, which can be found on this form. Credit is not automatic, and confirmation must be sought after completion of the Credit Application Form. Where credit is extended, full payment should be made to the hotel within 28 days of the date of Invoice. VAT excludes Government imposed duty increases/changes to the rate of VAT.

5. What Happens if I Cancel?

No one wants to have to cancel, however sometimes circumstances are beyond your control. Although we will do everything within our ability to help you in the unfortunate event that you need to cancel, there needs to be an agreed 'Cancellation Policy' Here's how ours works:

Date of Cancellation

More than 24 weeks before the meeting is scheduled to take place - Cancellation charge payable by you: Non-refundable deposit is retained.

Between 24 and 12 weeks before the meeting is scheduled to take place - 25% of the total booking value. Between 12 and 4 weeks before the meeting is scheduled to take place - 75% of the total booking value. Less than 4 weeks before the meeting is scheduled to take place - 90% of the total booking value.

We will try to re-let the allocated room or rooms and a reduction of cancellation charges will be made if we are successful.

6. Cancellation by us because of events beyond our control?

In the unlikely event that the Hotel has to cancel your booking, you'll receive back any pre-payment, although that the Hotel will not have any other liability. However the Hotel may only cancel if:

- The Hotel or any part of the Hotel is closed or become unavailable due to events beyond our control.
- (ii) If you, or we become insolvent, or in the case of an individual, become subject to bankruptcy petition.
 (iii) The booking, the persons associated with the booking and / or the purpose of the event might damage the reputation of the Hotel or the company.
- (iv) Changes to the structure of the hotel or refurbishment works.

For the comfort, enjoyment and safety of all our guests, it is important that members of your event maintain acceptable levels of behavior and noise on the Hotel premises. In the unlikely event that you are requested to by the Hotel management, you must take necessary steps to ensure that members of your group adhere to this. In the event of your failure to comply with this request, the Hotel management may stop an event, without being liable for refund or compensation.

8. I've got lots of things to bring to the Hotel

We can provide most equipment, however should you wish to bring your own equipment into the Hotel, you must ensure that it has been tested and safe to use. Delivery of any material and / or equipment can be made within 24 hours of your meeting, however the Hotel reserves the right to dispose of any material not collected within 48 hours of the completion of your meeting. All deliveries must be clearly marked with the organizer and company name. If you want to leave personal effects with the Hotel, the Hotel cannot accept responsibility for their safekeeping. The Hotel accepts no liability for any equipment you bring to the Hotel, and we ask you to comply with the rules set out in the Health & Safety at Work Act 1974. For any third party contractors visiting the Hotel under your insurance (such as external set crews and exhibitors) you must ensure current and adequate 'Public Liability Insurance' is in place. Copies of electrical testing certificates and their insurance policies must be made available at the time that final details are confirmed.

9 Anything Else?

Just a couple of points:

(1) For certain events the Hotel may require a minimum bond of £500 (at management discretion) against the cost of possible damage to the Hotel or Hotel property, which could occur during the course of the event. Should any damage occur to the Hotel or Hotel property during the event, then this bond, or an appropriate part thereof, will be retained by the Hotel on account of the cost of such damage.

(ii) In the unlikely event that you are unhappy with any aspect of your event, this should be brought to the attention of the Hotel at the time so that the matter can be resolved immediately.

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10 What about insurance?

You may well consider it worthwhile arranging insurance. This can usually be done for a small premium, to cover the cost of cancellation and other liabilities. Please bear in mind that your insurance contract will be between the insurance company involved and yourselves.

Now that you've read the 'Terms of Business' please sign and return these to confirm that you've received and agreed with them so we can confirm your booking. We advise you to retain a copy of these terms for your own record.

Signed:	Print Name:	
Date: Hotel Name:		
Date of Meeting:		
Company Name:		
Contract Returned by: (For Hotel use only)		

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