



Definitions:

Below are the definitions on the words used in the Terms and Conditions:

Event: Conference, Exhibition, Dinner, Function or other Meeting, the date of which has been agreed between you and Respite Management Ltd trading as Town Hall Hotel & Apartments

Event Attendees: Any person who will be attending the event including staff, guests, speakers and suppliers; agents operating on your behalf

Facilities; venue: Any property including rooms and equipment belonging to Respite Management Ltd trading as Town Hall Hotel & Apartments

Services: Includes any hire and support, catering and other business services

Hirer: The person, organisation or company who will be hiring and using the RSE conference centre facilities and services

We; us; our; owner: Respite Management Ltd trading as Town Hall Hotel & Apartments

You; Your: The person, organisation or company who will be hiring and using Respite Management Ltd trading as Town Hall Hotel & Apartments facilities and services.

This following terms and conditions shall apply to all contractual arrangement between Respite Management Ltd trading as Town Hall Hotel & Apartments and the Hirer.

1. Who is the contract between:

- 1.1. This contract is between Town Hall Hotel & Apartments and the Hirer. You accept responsibility for paying all charges, including any extra charges, arising under contract.
- 1.2. The Hirer is considered to be the person who signed the contract. Where the booking is made on behalf of an organisation, that organisation will be considered the hirer and shall be jointly and severally liable in respect of the booking with the person by whom the booking is made.

2. Payment

- 2.1. All bookings made with us are granted strictly for the purposes agreed in writing and will be accepted on that basis.
- 2.2. By signing the contract you will have agreed to pay all charges for facilities and services set out in the contract unless these are changed or cancelled under the terms of clauses 3 or 4 below. In which case you will pay the charges set out in the relevant clause.
- 2.3. Within 7 working days of the date of the owners invoice, the hirer will pay a deposit of 20% of the total charges to be applied.
- 2.4. The total amount due for the event must be paid 21 days prior to the first day of the event.
- 2.5. All further invoices sent after the event and as a result of the event must be paid within 14 days of the date of the invoice.
- 2.6. If payment for any amount from the Hirer to Town Hall Hotel & Apartments under these Conditions is not made on the due date the Owner shall be entitled to charge interest on the outstanding amount at the rate of 0.5% above the base rate from time to time of Lloyds TSB from the due date until the outstanding amount is paid in full. The Owner reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998

3. Altering the contract

- 3.1. Any alterations to the contract must be agreed and completed by Town Hall Hotel & Apartments. We shall have no liability to you for any inconvenience or loss this may cause you.
 - 3.1.1. If Town Hall Hotel & Apartments alters the contract after agreement with the hirer, Town Hall Hotel & Apartments will issue the revised contract, which the hirer will then sign and return to us. The revised and signed contract will only take effect when received by us. The contract will include all previous and new facilities and services agreed, and any cancelled which you will pay for.



3.2. There may be circumstances which require us to alter the facilities or services allocated to you. We will do this only if the alternatives we offer are suitable.

3.3. Numbers of attendees confirmed 1 week prior to arrival will be charged regardless of any further changes.

4. Cancellation

4.1. The Hirer is liable to pay the charges indicated below should the Hirer decide to cancel or postpone the booking.

Written notice received by us	% of contracted revenue to be charged (original)
More than three months before the first day of the event	No charge over and above the non-refundable deposit paid
From three months to 8 working days (inclusive) before the first day of the event	80%
Up to 7 working days before the first day of the event	100%

4.2. We reserve the right to cancel the contract without liability to you if you are in arrears of payments to Town Hall Hotel & Apartments or Town Hall Hotel & Apartments becomes aware of significant changes to your circumstances that would adversely affect the reputation of Town Hall Hotel & Apartments should your event proceed.

4.3. Town Hall Hotel & Apartments reserves the right to cancel the contract without liability to you if Town Hall Hotel & Apartments is requested to cancel the event booking by government or local authority and full funds paid would be returned to Hirer.

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5. Termination by the owner:

5.1. The Owner shall have the right to terminate the Contract immediately without affecting its accrued rights by giving notice to the Hirer if the Owner reasonably believes that:

- 5.1.1. the Hirer intends to use the Rooms for any purpose other than the Function; or
- 5.1.2. the Function may lead to a breach of the peace or acts of violence may occur or damage may be occasioned to the Rooms or any other part of the venue or its contents; or
- 5.1.3. the nature of the Function or any items in its programme is such as to render it undesirable that it should take place in the venue.

6. Opening Times and Closing Times

6.1. All events in the building will start and end at the time agreed on the contract and all your event attendees and equipment belonging to you or your contractors will have vacated the building no later than the time shown on your event booking form contract. We will charge you for any facilities or services used out-with the times agreed in the contract.

6.1.1. Viajante Bar & Restaurant Monday to Sunday - 07.00-23.45 – Open

6.1.2. Conference & Banqueting Monday to Sunday – 07.00-1 am – License

6.1.3. Conference & Banqueting Monday to Sunday – 10.00-12.00am – Music

6.1.4. Conference & Banqueting Monday to Sunday - 07.00 – 01.00am – Open



7. Food and Drink

- 7.1. Any arrangement for supply of catering services must be made directly with Town Hall Hotel & Apartments unless we agree other arrangements with you.
- 7.2. You are not permitted to bring food and drinks into Town Hall Hotel & Apartments to eat or drink without prior written consent.
- 7.3. Prices of food and drinks are subject to change without prior notice unless confirmed in advance and included in the contract.

8. Smoking

- 8.1. Town Hall Hotel & Apartments is a no smoking building.
- 8.2. Town Hall Hotel & Apartments is satisfied to make an exception for actors according to the Health Act 2006 section 2, Regulation 5, which states an exemption is allowed "for persons who are taking part in performance where the artistic integrity of the performance makes it appropriate for them to smoke".

9. Behaviour of Event Attendees

- 9.1. You will make sure that your event attendees behave in such a way that they do not cause a nuisance or unreasonable disruption to Respite Management trading as Town Hall Hotel & Apartments, our employees or visitors or neighbours. Should any of your event attendees refuse to, or appear unwilling to alter any aspect of their behaviour that is unacceptable to us we reserve the right to terminate the stay of the person(s) involved or all your event attendees.

10. Insurance

- 10.1. The Hirer shall indemnify the Owner against any loss, damage, liability, expense or costs incurred by the Owner as a result of any claim, demand or proceedings threatened or instituted against the Owner arising out of the negligence of the Hirer or its servants or agents during the use of the Rooms for the Function or any breach of the Hire Agreement and/or these Conditions and the Hirer shall maintain insurance cover for the sum of five million pounds (£5,000,000) in respect of its liabilities under the Hire Agreement and/or these Conditions
- 10.2. A copy of the event organiser's Public Liability and Employer's Liability Insurance certificate confirming minimum cover of £5 million must be provided to the Events Office before the events starts.
- 10.3. It is also essential that all caterers and exhibitors hold insurance for Public Liability and Employer's Liability at a minimum level of indemnity of £5 million and must submit copies of same to our Events Office prior to commencement of your event.

11. Liability

- 11.1. Town Hall Hotel & Apartments shall not be liable for the death of or injury to or for damage to any property of or for any losses or other liability incurred by you or any person at the premises expressly or impliedly with your authority or under your control save to the extent that any death or personal injury arises as a result of the negligence of Town Hall Hotel & Apartments, its employees, officers or agents.
- 11.2. You agree to indemnify and keep indemnified Town Hall Hotel & Apartments, its employees, officers and agents from and against all claims, actions, damages, liabilities and costs (including professional fees) arising directly or indirectly out of any act, omission or negligence of you or any attendee, third party employed by you, or any other persons at the premises expressly or impliedly with your authority, or any breach or non-observance by you of the obligations, conditions or other provisions of this agreement.
- 11.3. If any damage caused by your event prevents facilities and services at the premises being used whilst the damage is made good, you will indemnify Town Hall Hotel & Apartments for all revenue loss during this period.
- 11.4. Public liability insurance up to £5 million is required for every event.

12. Dry Hire

- 12.1. Mains power is included in the hire fee.



12.2. Any hours outside contracted hours will be charged on a pro rata basis from a minimum £800 per hour.

12.3. Refuse Removal

12.3.1. It is the responsibility of the hirer to remove all refuse immediately after their event.

12.3.2. In the event that the hirer neglects their responsibility to remove refuse, Town Hall Hotel Apartments will charge the hirer the cost of removal.

13. Equipment & Rigging

13.1. You must provide a detailed list of all equipment that will be brought onto Town Hall Hotel Apartments premises at least 21 days in advance of the date of the event.

13.2. You must provide weight loadings and diagrams of all such requirements at least 21 days in advance of the date of the event.

14. Services Provided by Other Parties

14.1. Town Hall Hotel Apartments cannot accept any liability for any costs connected with service you arrange directly with other providers.

15. License and Security

15.1. For any event at which alcohol is served Town Hall Hotel & Apartments will provide security at an extra cost to you.

15.2. At any event at which security needs to be used, the security must be provided for by Town Hall Hotel & Apartments. The hirer cannot provide their own security.

16. Licensable Activity

16.1. Town Hall Hotel & Apartments Ltd Conference & Banqueting is licensed for the retail of alcohol during the following times:

16.1.1. Monday to Sunday : 07.00-01.00 License – Conference & Banqueting Rooms

16.1.2. Monday to Sunday: 10.00-12.00 Music – Conference & Banqueting Rooms

16.1.3. Monday to Sunday: 07.00-11.45 Viajante Bar & Restaurant

16.2. Town Hall Hotel & Apartments Ltd is responsible for applying for any additional licenses, consents and permits required in relation to the event provided the hirer gives sufficient notice of their exact requirements to allow such application to take place.

16.3. Town Hall Hotel & Apartments Ltd serves the rights to refuse any application of license for an event.

16.4. The Client shall not be entitled to cancel or postpone the event on the basis of an unsuccessful application.

17. Force Majeure

17.1. The Owner shall not be liable in any way for any failure to perform its obligations or for any loss, damage or delay incurred by the Hirer resulting from circumstances beyond the Owner's reasonable control.

18. Health and Safety

18.1. We comply with statutory requirements governing licensing, health and safety and entertainment. You are therefore responsible for ensuring that all your attendees and contractors comply with all laws and bylaws relating to these requirements.

18.2. It is the condition of entry into Town Hall Hotel & Apartments that every event organizer, exhibitor, contractor, sub contractor, supplier and their agents comply with the Health and Safety at Work etc Act 1974 and all other legislation



covering the venue. You accept that it is your legal responsibility to ensure that your own and others' health and safety is not put at risk by your acts or omissions.

19. Loading

- 19.1. It is the responsibility of every event organizer to respect the privacy and comfort of all our neighbours, and in particular those who live in surrounding buildings. Whatever the circumstances the needs of local residents is of paramount importance
- 19.2. Town Hall Hotel & Apartments is located in a residential area, no loading or unloading of vehicles is allowed between 23:00 - 07:00 Monday to Friday or between 22:00 – 08:00 Saturday and Sunday.
- 19.3. Excessive noise when moving equipment or building stands within the venue must be kept to a minimum.

20. Hirer's Obligations

- 20.1. The Hirer agrees that during the Hire Period:
 - 20.2. You shall not install or erect any exhibitions or displays in the Rooms unless you have at least 21 days prior to the Hire Period provided to the Owner full plans and details of such exhibitions and displays and the Owner has provided its express written consent to such exhibitions and displays;
 - 20.3. You shall not allow the number of persons in the Rooms, garden or courtyard at any time to exceed the maximum capacity notified to it by the Owner;
 - 20.4. You shall procure that no person:
 - 20.4.1. fixes anything to the any other part of the Venue without the prior written consent of the Owner;
 - 20.4.2. marks, soils or damages the structure or contents of the rooms, garden or courtyard or any other part of the venue;
 - 20.4.3. paints or constructs any object or structure inside the rooms, garden or courtyard or any other part of the venue;
 - 20.4.4. leaves anything in, or in any way obstructs, any stairwells or emergency exits or obstructs any notices of any emergency exits in the venue;
 - 20.4.5. fails to comply with any of the safety procedures which have been notified to the Hirer by the Owner;
 - 20.4.6. You shall ensure that all persons vacate the Rooms, garden or courtyard on each day at the times notified by the Owner
 - 20.4.7. It is the Hirer's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by governmental and other authorities or corporations relating to the Function
 - 20.4.8. The Owner and its representatives retain the right at all times during the Hire Period to enter the Rooms, garden or courtyard
 - 20.4.9. The Owner may for any reason refuse entry to the venue and procure the removal from the venue of any person or thing.

21. General

- 21.1. The Hire Agreement and these Conditions constitute the entire agreement between the Owner and the Hirer and supersede any previous agreement or understanding and shall not be varied except by a written agreement signed by the Owner and the Hirer. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 21.2. The Hirer may not assign charge or deal in any other manner with the Hire Agreement or any of its rights or obligations under these Conditions or transfer delegate or sub-contract any of its said rights or obligations without the prior written consent of the Owner.
- 21.3. The Owner may on one or more occasions sub-contract the performance of all or part of its obligations under the Hire Agreement to any person, firm or company.

22. Rooming list procedures

22.1 It is our understanding that you are producing a rooming list. We have a 21-day reservations due policy; therefore the rooming list with names, addresses, billing method, arrival and departure dates clearly specified, should be forwarded as soon as possible, but no later than **10 days prior to arrival**.

22.2 After the reservations due date, all room nights which have not been reserved will be deemed to be room nights which your group will not use. They will be returned to our hotel's general inventory and be subject to the attrition provisions. Based on our remaining guestroom inventory, we will determine whether or not we can offer your group rate to late requests



22.3 CHECK-IN/CHECK-OUT TIMES

Check-in time is 14:00 (2p.m.). Every effort is made to accommodate guests arriving before the check-in time, however, rooms may not be immediately available. Check-out time is 12:00 noon. Requests to retain rooms beyond that hour should be directed to the Front Desk once the delegate is registered. Should it be possible to extend a late check-out, a late departure charge may be applicable.

22.4 CANCELLATION AND ROOMS ATTRITION POLICY:

When you sign a Contract for a block of our rooms, your room nights are removed from our inventory and we consider the rooms sold. We then make financial commitments based on the revenues we expect to achieve from your full performance of the Contract. Cancellation of the entire group or slippage of your room block ("Attrition") may expose us to substantial losses. Upon receipt of the signed contract the hirer agrees to pay in full the amount for any rooms booked and any rooms cancelled within your group booking.

This agreement shall be governed by and construed in accordance with the law of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with it.