

TERMS AND CONDITIONS

ACCEPTANCE

Please sign, stamp and return a copy of the **Banquet Event Order (BEO) and Terms and Conditions (T&Cs)** by **XXXXXXX** (along with the requested deposit). Once signed by both parties, these documents will constitute a binding contract between the parties. Upon receipt of the signed BEO and T&Cs, the Hotel will accept this as your acknowledgement that all details in the BEO are correct and in order as outlined. The Hotel will return a countersigned copy of the T&Cs to the Client. The BEO may not be modified, amended or changed except by a written confirmation.

Hotel Signature

Accepted by

Client's name
(in printed characters)

Date/Client's signature

Event Capacity

The Client acknowledges that function rooms within the Hotel have capacity limits and under no circumstances are there to be more attendees at an Event than those agreed with the Hotel. The Hotel reserves the right to refuse entry to any persons once the agreed number of attendees has been reached. In the event that you wish to decrease the number of people attending any function, prior Hotel consent is required. The Hotel reserves the right to renegotiate a fee for the unused function space and any missed revenue from pre-ordered food and beverage.

Event agenda

The Event shall end at the time stated and the Client shall ensure that all attendees vacate the function room by this time. Any extension timing is governed by local laws and/or availability and additional charges may apply. All property and equipment belonging to the Client or external contractors shall be removed from the function room by the time allocated after the end of the Event.

Event details

We will assign an Events Manager to your Event. The Events Manager shall assist you with the details on your menu planning, room set-ups, audio visuals, signage, transportation and any other aspects of your Event.

Catering

1. Final numbers to be confirmed 3 working days prior to the arrival date.
2. All food and beverage details are to be finalized a minimum of 2 weeks prior to the date of the event.
3. No food or beverages of any kind can be brought into the Hotel by Client or attendees without prior approval by the Events Manager. A disclaimer form will need to be signed if this is agreed.
4. Menu prices may be subject to change due to changes in costs of commodities, labour, taxes or other similar reasons subsequent to the signing of the Agreement, and the Client agrees to pay such revised prices. Alternatively, in the event of such increased costs, the Hotel may, at its option, make reasonable substitutions in menu items and the Client agrees to accept such substitutions.
5. The Client understands that Hotel's premises license requires that beverages only be dispensed by Hotel employees or bartenders.
6. The Hotel consent is required for any alcohol brought in from outside; corkage will apply for this.
7. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

Variations

No variation of the Agreement shall be effective unless it is in writing and signed by or on behalf of each party.

Deposits and Payment Procedure

1. A full deposit schedule is detailed in Banquet Event Order.
2. In line with the Hotel guidelines, full pre-payment for all agreed services is required 2 weeks prior to the event.
3. For bookings made within 60 days of arrival, the full deposit amount will be taken upon receipt of contract.
4. Payments may be made by bank draft or approved credit card.
5. A Credit Card is required on file to act as a guarantee for all charges. The credit card authorization form must be completed, signed and returned prior to the event.
6. On occasion, additional services and requests may be made subsequent to payment of the final deposit. In such circumstances, any additional services and requests will be paid for prior to the event.
7. The remaining balance will be due the day after the event on receipt of invoice.
8. The Client shall raise any disputed charge(s) on receipt of the invoice. The Hotel will work with the Client in resolving any such disputed charges.
9. English law applies to all late payments.

Master account

In the event that credit is approved in advance by the Hotel, a Master Account will be established for the Client.

The Client shall notify the hotel in writing of:

1. The name of person(s) who have the authority to sign charges to the Master Account.
2. All charges which are to be applied to the Master Account.
3. Specify name and address of individual and/or organization to which the Hotel should send the Master Invoice.

The method of payment of the Master Account will be established upon approval of the Client's credit.

The outstanding balance of the Client Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

All extra charges incurred, not authorized to be billed to the Master Account, shall be settled by each individual guest upon departure from the hotel. A credit card is required as guarantee.

Cancellation charges

The Client acknowledges that if it cancels or abandons its planned use of the contracted Event Space, this action would constitute a breach of the Client's obligation to the Hotel and the Hotel would suffer a loss. The Client agrees to notify the Hotel in writing of any decision to cancel as soon as the decision has been made.

The Client therefore agrees to pay Hotel, within thirty (30) days after any cancellation, as liquidation damages and not as a penalty, the amount listed below:

- Date of Agreement to 365 days prior to arrival: retention of deposit
- From 365 days to 181 days prior to arrival: 25% of anticipated meeting room hire and food and beverage revenue.
- From 180 days to 91 days prior to arrival: 50% of anticipated meeting room hire and food and beverage revenue.
- From 90 days to 61 days prior to arrival: 80% of anticipated meeting room hire and food and beverage revenue.
- 60 days or less: 100% of anticipated meeting room hire and food and beverage revenue.

Cancellation by the hotel

The Hotel reserves the right to cancel any booking (in whole or in part) if the Hotel or any part of it is closed due to repair or refurbishment in which case it will give at least sixty [60] days' notice of cancellation. The Hotel shall return all monies paid by the Client in connection with the Event but shall have no further liability to the Client arising out of such cancellation. Notwithstanding the foregoing, the Hotel shall use reasonable endeavors to try and re-locate any booking cancelled by the Hotel at an alternative location similar in standard to the Hotel.

Force Majeure

The Hotel accepts no liability and shall not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

Security

In line with the Hotel security and dispersal regulations we require 1 security marshal for every 50 guests attending an evening event. The charge of £25.00 per officer (inclusive of VAT) will be applicable for a minimum of 6 hours.

Damages and cleaning

The Client shall be responsible for all losses, claims, damages and expenses caused by the negligence or wilful misconduct by its employees, agents, external contractors or attendees. General cleaning is included in the cost of the Event but if additional cleaning is required due to the poor condition of any room used in connection with the Event (including guest rooms) due to the acts or omission of the Client, the Hotel shall be entitled to recover the cost of such additional cleaning from the Client.

Bulgari rights and literature

Any use of the name "Bulgari" for location identification purposes shall only be done with the express prior written consent of the Hotel. Any printed forms or communication pertaining to the Hotel or the use of the Bulgari name or logo must have the prior written approval from the Hotel. Any promotional materials intended to be used in connection with the Event and which refer to the Hotel must be approved in advance by the Hotel. No signage, displays or wall posters may be used by the Client unless the Hotel has given its prior written consent.

External Contractors

The Hotel must be notified prior to the Event of any contractor used in connection with the Event and must obtain prior written consent of the Hotel. The Hotel reserves the right to refuse access to any External Contractor.

It is the Client's responsibility to ensure that all External Contractor have in place public liability insurance policies with a minimum limit of liability per claim or such other insurance as may be required. The Client shall supply to the Hotel, prior to the Event, copies of all such insurance policies and proof that all premiums have been paid and are up to date for all External Contractor. The Client is responsible for ensuring that all contractors and attendees fully comply with the Hotels rules and regulations such as smoking policy and vacating the premises in a punctual and orderly manner. The Client is also required to comply with all applicable licensing and planning regulations, restrictions and requirements. The Hotel reserves the right to remove any person from the Hotel who does not comply with the Hotels reasonable instructions.

Compliance with law

This Agreement is subject to all applicable laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Hotel and the Client agree to cooperate with each other to ensure compliance with such laws. The agreement is governed by UK Law.

Litigation

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable legal costs and expenses. Except in respect of death or personal injury caused by the Hotel's negligence, or as expressly provided in these Terms, the Hotel shall not be liable to the Client for any loss of profit or any indirect or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Hotel, its employees, contractor or agents or otherwise) which arise out of or in connection with the Event or the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client. The Hotel's total liability in connection with the Agreement shall not exceed the estimated Total Revenue as defined on the Pro Forma, or if greater, the total amount of money paid by the Client under the Agreement.

Indemnities

The Client shall indemnify and hold harmless the Hotel, its directors, officers, employees, contractors and agents (collectively, the "Hotel Indemnities" and individually, a "Hotel Indemnities") from and against all liabilities, losses, claims, demands, damages, costs and expenses (including but not limited to reasonable legal fees and disbursements) suffered or incurred by any Hotel Indemnities in connection with the Event or the Client's use of the Hotel and facilities or the acts or omission of the Client, its directors, officers, employees, agents, attendees at the Event or subcontractors, including External Contractors save to the extent cause by the negligence or wilful misconduct of the Hotel, its directors, officers or employees.

Insurance

The Client and the Hotel agree to obtain and maintain throughout the term of the Event, insurance if such types and in such amounts as a reasonably prudent company in their respective industries would obtain and, upon request, each agrees to provide the other with evidence of such insurance.

Commission

We pay 8% commission on the net rates for room hire and food and beverage. As well as 10% commission on the net rate for bedroom bookings.