

CONTRACT TERMS

Please refer to the TERMS and CONDITIONS of contract.

All conferences, banquets and functions booked by the client shall be subject to the following terms and conditions:

1. NUMBERS IN ATTENDANCE

- (a) The Client shall give details of final numbers attending the function when requested by The Lowry Hotel and, in any case, not less than three working days [Mon-Fri. 9am-5.30pm] beforehand. The acceptance of any increase over the previously advised numbers will be at the hotel's discretion.
- (a) Where the booking includes bedroom accommodation, full details of the number of persons staying, together with their type of accommodation and the length of stay must be stated, in writing, no less than 21 days prior to the date of arrival or sooner if required. The names of those occupying each room must be given, in writing, at 14 days before the start of the booking.
- (b) The Lowry Hotel reserves the right to charge, in full, for any decrease from the final numbers given or the minimum chargeable number as shown on the event order form.

2. INFORMATION

The Client shall provide, on request by The Lowry Hotel all such information which is available in relation to the function as may be necessary to enable the hotel to make a fully informed assessment of its obligations to provide the services. The hotel reserves the right to relocate functions when numbers fall from the optimum level for the suite booked and when an alternative suite is available.

3. CHARGES

- (a) Any function for which advance payment is overdue by more than 7 days may be cancelled by the hotel and the cancellation fees detailed in Clause 7 will become payable immediately.
- (b) If there are queries on any part of an invoice the client will pay the undisputed balance of the sum owing on the date due and the remainder on resolution of the query.

4. ADVERTISING

If the general public are to be admitted to the function the client should not use The Lowry Hotel name or trademarks without its prior written permission and must show all tickets, posters and advertising material to the Hotel for its approval in writing. In all other circumstances this information should be provided if so requested by the Hotel.

5. ADVANCE DEPOSIT

It is the Hotel policy that a 50% deposit on total estimated revenue is required upon confirmation. With the estimated balance then due no later than 1 month prior to your arrival / event date.

6. CLIENTS' USE OF THE HOTEL

- (a) The Client and persons attending the function hall must:
 - (i) Comply with all licensing health and safety and other regulations relating to the Hotel.
 - (ii) Not carry out any electrical or other works at the Hotel including amplification and lighting without the hotel's prior written consent.
 - (iii) Not bring any dangerous or hazardous items to the Hotel and remove any such items promptly when requested to do so by a member of the Hotel management team or any other authorised person.
 - (iv) Not consume any food or drink on the premises not supplied by the Hotel or its authorised caterers without prior written consent.
 - (v) Not act in an improper or disorderly manner, leave promptly at the appropriate time and comply with any reasonable requests by the Hotel employees.
 - (vi) Obtain approval from the Conference and Banqueting Manager for any decorations or displays brought into the Hotel. It is our policy that any items may not be attached to any fixed walls with nails, staples, tape or any other substance. We would be delighted to arrange display boards for your conference. Please note that confetti or confetti cannons are not permitted in the Hotel or Grounds unless by prior agreement with the hotel. Additional cleaning costs may be charged.
 - (vii) The special event shall terminate at the time stated. An additional charge may be made at the discretion of the Hotel (see clause 9).
 - (viii) Comply with the sound limiter regulations and licensing hours for live music and DJs. Live bands are permitted until 12 midnight. DJs and recorded music are permitted until 1am. All entertainment must be linked to a sound limiter system with a limit of 90 db. It is the client's responsibility to inform their entertainment provider of the licensing hours and sound limiter requirements. Any exceptions to these parameters must be discussed in advance of the event and written

approval as agreed with the hotel will be issued if any exceptions are to be made. Should the regulations for entertainment not be met, the Hotel reserves the right to terminate the entertainment. This will not be done without prior notification to the client on the day of the event.

- (b) Any person or item in breach of these conditions may be refused admission to or be removed from the Hotel.
- (b) The special event shall terminate at the time stated. An additional charge may be made at the discretion of the hotel. (Also see clause 9)

7. CANCELLATION BY THE LOWRY HOTEL

- (a) The Lowry Hotel may cancel the Bookings under the following circumstances:
 - (i) If the Hotel or any part of it is closed due to circumstances outside of its control.
 - (i) If the Client becomes insolvent or enters into liquidation or receivership.
 - (ii) If the Client is more than 30 days in arrears with any payment to the Lowry Hotel.
 - (iii) To avoid a breach of these conditions.
 - (iv) If it might prejudice the reputation of cause of or damage to the Hotel.
- (b) In such an event, The Lowry Hotel will refund any advance payment made but will have no further liability to the Client.

8. CANCELLATION BY THE CLIENT

If the client cancels a reservation/event less than 12 months in advance, The Lowry Hotel reserves the right to claim the following sums, unless a booking is obtained for the same dates with the same value from a third party on no less favourable terms:

- (a) Cancellation between 6 and 12 months in advance - 25% of total anticipated charges.
- (b) Cancellation between 3 and 6 months in advance - 50% of total anticipated charges.
- (c) Cancellation between 2 and 3 months in advance - 75% of total anticipated charges.
- (d) Cancellation between 1 and 60 days in advance - 100% of total anticipated charges.

In all instances, notification of cancellation must be made in writing and will be effective on the date received by the Hotel.

9. LIABILITY

- (a) The hotel will be liable to the Client and/or persons attending the function for injury to persons or loss or damage to property only where and to the event that it has been negligent but otherwise will be under no liability to them whatsoever.
- (a) The Client will be liable for any loss or damage to hotel property including walls, light fittings and equipment (including items hired for their use) or injury to any person including hotel staff and shall indemnify The Lowry Hotel against any loss or liability.
- (b) The Client is advised to consider arranging insurance for the function covering public liability and loss or damage to its property and that of persons attending the function.

10. GENERAL

- (a) The Lowry Hotel will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, it reserves the right to provide alternative services of at least an equivalent standard at no costs to the Client.
- (a) The Client shall not be entitled to assign the booking to any third party nor utilise the Hotel's facilities, other than for the purpose stated overleaf without the hotel's prior written approval.
- (b) The Lowry Hotel reserves the right to pass on to the Client any additional costs incurred by them in respect of goods and services required during the course of the function or caused by the Client nor adhering to the agreed times for services.
- (c) The customer agrees to keep confidential the identity of all other guests staying at The Lowry Hotel. The customer agrees not to publish the identity or image of any guests (other than those attending officially as part of their group).
- (d) Whilst the Company has taken all reasonable steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice if necessary.
- (e) Notwithstanding anything contained in these Terms, the Company will not be liable for any failure to perform its obligations to the Client in whole or part as a result of any of the following circumstances:
 - (i) Strikes
 - (i) Other Industrial action(s)
 - (ii) Fire at or near the Hotel
 - (iii) Flood at or near the Hotel.
 - (iv) Civil unrest, dispute or commotion.
 - (v) Act of God.
 - (vi) Legal action against the company, not resulting from its negligence, preventing the supply of services.
- (f) No variation of these conditions shall be effective unless in writing and signed on behalf of both The Lowry Hotel and the Client.
- (g) This Agreement shall be subject to applicable laws.