

Event Terms and Conditions

APPLICABILITY

1. All the functions, conferences contracted with The Ampersand Hotel shall be subject without exclusion to the following Terms and Conditions.

In these Terms and Conditions and accompanying Letter of Agreement, the following definitions apply:

"The Hotel" is the premises called The Ampersand Hotel, located in 10 Harrington Road, London, SW7 3ER.

"The Client" is the person, organisation, company or other body responsible for booking the event.

"The Function" is the event in respect of which The Client has made a booking.

2. In the event that this Agreement is signed in the name of a company, partnership, agency, firm, club or similar society, the person signing represents to the Hotel that they have full authority to sign such contract. In the event that they are not so authorised they will be personally liable for the complete performance of this contract.

Failure to return these Terms & Conditions together with the credit card authorisation form may cause The Hotel to release the reservation and re-book the space with another client.

CREDIT AND PAYMENT TERMS

3. All event accounts (without credit facilities) are to be paid in full to the Hotel at the time the booking is contracted. Any additional charges not itemised in the original contract are to be also paid for at the conclusion of the event by credit card or cash.

4. If your company does not have approved credit facilities, a credit card is required to guarantee your reservation, and will be charged for any extras not paid at the conclusion of the event, with your signature and acceptance on these terms and conditions authorising the credit card's charge in due time.

5. Please note, the Hotel cannot forward any accounts outside the United Kingdom. For overseas companies, the Hotel will require a credit card number prior to the function. A detailed account and receipt will be posted to you.

6. The Client agrees to pay the Hotel the charges incurred by it or its guests for any food, beverage or any other services not provided for in this contract UNLESS the Hotel has been instructed in writing to obtain cash settlement for such charges direct from the persons incurring such charges.

RATES & VALUE ADDED TAX (VAT)

7. All rates are in English pounds, (£).

Food & Beverage rates quoted include Value Added Tax (VAT) of 20%.

Room Hire and Service Charge are non-vatable, except when room hire is included in a package.

CANCELLATION

The Hotel's Cancellation Policy is as follows:

8. From receipt of signed contract and up to and including 21 working days prior to the arrival date of The Function:

90% of all contracted room hire revenue

65% of all contracted Day Delegate Rate and food and beverage revenue

9. Less than 21 working days prior to the arrival date of The Function:

100% of all contracted revenue and any other costs incurred by The Hotel on The Client's behalf

10. Any cancellation, postponement, partial cancellation, or reduction in the daily number of reserved rooms should be advised to the management of the Hotel in the first instance verbally.

All cancellations or postponements should be put in writing by the Client in all circumstances.

a) The cancellation policy will apply for postponement of events at the hotel discretion

11. In the event that the Client cancels a booking that the Hotel has made on its behalf for entertainment, cars hire equipment or otherwise, all cancellation charges relating to that entertainment, car hire, and equipment or otherwise will be met by the Client.

12. The Hotel reserves the right to cancel the booking if:

a) The booking might, in the opinion of the Hotel prejudice the reputation of the Hotel,

b) The Client is more than 30 days in arrears of previous payments to the Hotel,

c) The Hotel becomes aware of any alteration in the Client's financial situation, such as the Client becoming insolvent or entering into liquidation or receivership.

d) If the hotel should cancel the booking, the full deposit of the event will be reimbursed and an alternative date given at the discretion of the hotel.

LIABILITY

13. Your attention is drawn to the Statutory Notice under The Hotel Proprietors Act which is exhibited at The Hotel. Subject as set out in (a) below, or as may be required by law, The Hotel does not accept any liability for loss or damage to any property brought into The Hotel by the Client, its guests or agents, howsoever such loss or damage may occur and whether or not due to negligence on the part of The Hotel.

a. In the event that The Client, its guests or agents, deposits any property with the staff of The Hotel for safe custody in accordance with the provisions of (b) below, The Hotel shall be liable for any loss of damage arising from its negligence.

b. Items worth £100 or less may be deposited in The Hotel cloakrooms. All other items must be deposited with the Cashier and placed in a safe-deposit box or similar secure place.

MINIMUM GUARANTEED NUMBERS

14. Minimum guaranteed numbers are as agreed in the contract. The Client shall give written details of numbers attending The Function not less than 14 days prior to The Function. The final numbers for which The Hotel shall prepare shall be provided not less than two working days (Monday-Friday excluding Bank Holidays) prior to the commencement of The Function. Any increase over previously forecasted numbers must be advised as soon as reasonably practicable and will be at The Hotel's discretion dependant on the room booked.

15. The Client will be charged for the minimum guaranteed numbers, as stated in the contract, or the total number served, whichever is the greater.

16. Numbers attending the event must not exceed at any one time those set by the Licensing Authorities or any other Authority for the room used.

MENU SELECTION

17.1 The menu details of The Function are to be finalised a minimum of 14 days prior to the date of The Function and are subject to the terms and conditions described herein. While every attempt will be made to comply with the requests of The Client, The Hotel reserves the right to substitute alternative food or drink if the items ordered cannot be obtained. The Hotel will where practical discuss any changes with The Client. The Hotel reserves the right to increase menu prices when necessary if specific menu items undergo a substantial and unforeseen price increase.

17.2 All dietary requirements and allergens of guests are to be advised 10 days prior to the event

ACCESS AND VACATE TIMES

18. The room access and vacate times quoted for each function must be strictly adhered to on all occasions. It must be noted that the vacate time is when all guests and equipment are no longer in the room, not the actual function finish time. Failure to satisfactorily comply will entitle The Hotel to make additional charges for cleaning and clearing the areas concerned.

CLEANING

19. General and normal cleaning is included in the cost of the room hire. You may incur additional charges in instances where an event has created cleaning requirements that are considered to be over and above normal cleaning.

COLLECTION

20. In the event of a debt collection agency or lawyers having to be assigned to collect overdue monies, The Hotel operating company reserves the right to charge the Guest any related collection and administration fees related with this service.

SECURITY

21. Should you consider it necessary, arrangements for special security can be organised. We shall advise of any additional charge.

22. No hazardous material including non-fire resistant fabrics, fixtures or furnishings, pyrotechnics or fireworks will be permitted in The Hotel.

23. All Fire Exits will be free of obstruction at all times.

ADVERTISING

24. Prior permission is required to use The Hotel name and/or logo in print and/or audio visual display. All proposed artwork must be approved by Hotel management prior to publication.

AMENDMENTS

25. Amendments to this agreement shall be valid if made in writing and signed by The Hotel. The waiver of any terms and conditions for one particular occasion shall not be deemed waiver of such terms and conditions for any future occasions.

DAMAGE

26. Please note you are financially responsible for any damage sustained to Hotel property and fittings during the event. No attachments are to be used on the walls without prior arrangement with us.

27. The Client shall indemnify The Hotel against all claims, demands and proceedings of or by any third party arising out of the negligence or wilful default of The Client or any of its guests.

TRADING TERMS

28. If the Group Organiser does not comply with the payment terms in this agreement, The Hotel reserves the right to release all space

The Ampersand Hotel London

10 Harrington Road
London, SW7 3ER, GB
Telephone: 020 7589 5895

THE
AMPERSAND
HOTEL

held for current and/or forward bookings. The organisation making the reservation will be responsible for any cancellation fees which may be charged. Non-compliance with specified trading terms may result in contract rates being revoked and/or rooms being released. 29. It is a term and condition of trade between us that in the event of non-payment of an account that is outstanding more than 60 days after due date for payment, such information may be disclosed to other parties within the tourism and hotel business, our bank/or financial advisers, our legal advisors, and any debt collection agency.

30. The Hotel reserves the right to terminate the agreement at any time, without prejudice to any other right it may have, in the event that the Client fails to comply with the terms of this agreement.

LAW

31. The agreement shall be governed and construed in accordance with the laws of England, which shall be the proper law of the agreement.

FORCE MAJEURE

32. Neither of the parties shall be responsible for any failure to comply with the terms of this agreement due to causes beyond its control. These causes shall include but not be restricted to fire, storm, flood, earthquake, explosion, acts of the public enemy or rebellion, insurrection, epidemic, quarantine, restrictions, acts of God, labour disputes, stopping production or action by Government, supra national authority or any agency thereof. Obligations of such affected party shall be suspended as affected by any such cause only where after this Agreement shall continue in full force and effect.

33. "Any notice or other communication to be given or sent pursuant to the provisions of this Agreement should be given in writing to The Hotel addressed to the General Manager, The Ampersand Hotel, SW7 3ER, which Notice shall not be effective until received by him and any Notice or other communication to be given on the front of this document (or such other address as may be notified in writing to The Hotel from time to time for that purpose) and such Notice shall be deemed to have been received if sent by pre-paid first class post, on the next working day after the same was put into the post."

34. The Client and or his servants or representatives agrees to recognise and by his act comply with the provisions of the Health and Safety at Work Act 1974 whilst on The Hotel premises.

ACCEPTANCE

35. Rates detailed herein are valid for 7 days from date of issue. Should you wish to accept these rates and terms and conditions, please ensure this contract is signed and returned within this period, along with the following 3rd Party credit application form if required. Should The Ampersand Hotel not receive your signed acceptance within 7 days of issuing rates, any bookings made utilising these contract rates may be reverted to standard Hotel rates.

RECOMMENDATIONS

36.1 Any recommendations of suppliers made by the hotel are only recommendations and therefore the hotel may not be held liable of the service provided by the suppliers and do not hold responsibility for the suppliers.

36.2 The event holder is responsible for any 3rd party contractors booked by themselves for their event.

SIGNED ACCEPTANCE

I acknowledge that I have read and understood the above terms and conditions:

CLIENT

FULL NAME _____

COMPANY _____

POSITION TITLE _____

SIGNATURE _____

DATE OF SIGNATURE _____