



## Marlin Waterloo

### Meeting & Events Terms & Conditions

#### Charges and Payment

- If the cost of a meeting/event exceeds £1500, a 10% deposit is required upon signature of the contract. In the event of cancellation, this deposit will be non-refundable.
- 40% of the basic value of the booking is due 30 days prior to the meeting/event date. If the meeting/event is booked fewer than 30 days in advance, a payment of 40% of the basic value of the booking is required upon signature of the contract.
- The remaining balance of the booking is due 5 days prior to the meeting/event date. If the meeting/event is booked fewer than 5 days in advance, a payment of 100% of the basic value of the booking is required upon signature of the contract.
- If the above payment terms are not met, Marlin reserve the right to cancel the booking and re-let the meeting room.
- All charges are inclusive of VAT and are shown in local currency. All charges must be paid in local currency.

#### Cancellation by the Client

- A booking may be cancelled by written notice to Marlin only. Should cancellation be at any time up to 30 days prior to the meeting/event date, no charges will be incurred, other than if a 10% deposit has been paid.
- If a booking is cancelled within 30 days of the date of the meeting/event, Marlin reserve the right to make the following charges to the client:
  1. Between 30 and 10 days of the meeting/event date: 25% of the basic value of the meeting/event.
  2. Between 10 and 5 days of the meeting/event date: 50% of the basic value of the meeting/event.
  3. Between 5 days and the day of the meeting/event: 100% of the basic value of the meeting/event.

*The basic meeting/event value will be calculated using the guaranteed minimum numbers due to attend the meeting/event and the basic room hire, food, beverages and additional requirements reserved for the meeting/event.*

## Cancellation by Marlin

- Marlin reserve the right to cancel a meeting/event at any time in the following instances:
  1. If the meeting/event is likely to adversely affect the reputation of Marlin. In the event of which, Marlin will refund all advance payments made but will hold no further liability to the client.
  2. If the client is in excess of 14 days in arrears with any payment to Marlin, or if the client becomes insolvent or enters liquidation.
- Marlin do not accept liability or pay any compensation for its failure to provide contracted services due to circumstances beyond its control, such as acts of God, natural disaster, fire, acts of war and terrorism, strikes, riots, civil disorder, governmental regulations, industrial disputes, adverse weather conditions or any other exceptional and catastrophic event or circumstance making it illegal, impossible or preventing the client from making use of our meeting rooms.

## General

- Final numbers will be required a minimum of 5 days (120hrs) prior to the meeting/event date. If fewer than the guaranteed number of persons will be attending the meeting/event, the client will be charged for the minimum guaranteed number of persons. If more than the guaranteed minimum number of persons will be attending the meeting/event, the client will be charged according to the total number of persons attending the meeting/event. Marlin are not responsible for providing service to a number of persons in excess of 10% above the guaranteed minimum numbers.
- The minimum number of delegates required to utilise a day delegate or half-day delegate rate is 8. This term is subject to the decision of the General Manager/Meeting & Events Coordinator at Marlin Waterloo.
- If the client or any of its guests or invitees have specific dietary requirements, these must be made known to Marlin a minimum of 5 days (120hrs) prior to the meeting/event date, if catering for such person(s) is to be provided.
- If any dispute arises regarding the number of persons attending the meeting/event, Marlin shall determine the number and such determination shall be binding and final.
- Marlin may accept verbal amendments to meeting/event arrangements during the course of the meeting/event or its preparation by the client, or anyone acting on the client's behalf. Should such amendments be fulfilled the client agrees to pay for any additional services that are provided.
- The client agrees to begin the meeting/event at the agreed time and to ensure that its guests and invitees vacate the premises at the agreed end time.
- The client agrees not to bring food or beverages from outside vendors into Marlin Waterloo and not to permit its guests or invitees to do so. Marlin reserve the right to charge the client an amount equal to an equivalent product offered by Marlin if this term is violated. This term is subject to the decision of the General Manager/Meeting & Events Coordinator at Marlin Waterloo.
- Smoking and vaping is not permitted inside the Marlin Waterloo meeting rooms and hotel premises. If smoking or vaping is detected, Marlin reserve the right to charge the client.
- The client assumes responsibility for any damage caused by itself, its guests, invitees or other persons attending the meeting/event to Marlin property and agrees to pay full restitution for the making good of any damages to furniture, fixtures and equipment.

- The client agrees not to affix anything to the floors, walls or ceilings within Marlin Waterloo by drawing pins, blue tac, tape or any other means without prior approval from the General Manager/Meeting & Events Coordinator.
- No form of advertisement, notice, signage or decoration referring to the meeting/event may be displayed on the exterior or interior of Marlin Waterloo without prior approval from the General Manager/Meeting & Events Coordinator.
- The client agrees to conduct the meeting/event in an orderly manner, in full compliance with the rules of hotel management and with appropriate legislation.
- In accordance with the Fire Precautions Act, the means of escape provided for all persons on the premises shall be maintained and remain unobstructed and immediately available at all times.
- If for any reason beyond its control, Marlin fails to make available the meeting room(s) reserved for the client or provide any of the agreed goods or services, it shall not be liable for any resulting loss or damage suffered by the company.
- Marlin is not to be held responsible for the loss or damage of any property belonging to the client, its guests, invitees or other persons during the meeting/event.
- Marlin reserves the right to alter the meeting room(s) or accommodation to be provided to the client for the purpose of the meeting/event at any time, providing that such alterations do not materially and adversely affect the meeting/event.

#### Wifi

- Marlin do not warrant that access to its wireless network will be uninterrupted, timely, secure or error-free at all times. Marlin are not responsible for the security, integrity, accuracy or completeness of any information that you transmit or receive whilst using our wireless network.
- The client must not use Marlin's wireless network for any unlawful or otherwise prohibited purpose or attempt to resell Marlin's wireless network to any third party.
- Marlin is not to be held responsible for the loss of or damage to computer hardware, software or information stored on computers belonging to the client whilst connected to Marlin's Wifi.

#### Third Party

- This agreement is between Marlin and the client and the client is not entering into the agreement on behalf of a third party.
- The client is not entitled to assign this agreement to any third party and must not utilise the meeting room(s) or accommodation for any group other than stated in the agreement, without prior written consent from Marlin.
- Where the client requests Marlin to arrange for the provision of goods and services from a third party on its behalf, Marlin shall act as the client's agent and the client will be liable for all associated charges and liabilities.
- No variation to the agreement shall be effective unless in writing and signed on behalf of Marlin and the client. These conditions shall prevail over any standard conditions that may otherwise apply.
- Any waiver or breach of any of these terms and conditions does not constitute waiver or breach of any of the other terms, which shall continue in full force and affect.

- If a court or any other competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.
- The clients signature constitutes acceptance of these terms and conditions and this agreement supersedes the terms of any previous agreement made between us relating to the same subject matter.

#### Brand Protection

- Use of the Marlin brand name and logo in any printed or digital media is subject to prior written approval from Marlin. Marlin reserves the right to terminate this agreement with a minimum of 10 days' notice upon breach of this clause.