Edwardian Group London

GENERAL TERMS & CONDITIONS

Conference/Function/Exhibition/Groups

All Conferences, functions groups and exhibitions contracted with the Edwardian Group London shall be subject without exclusion to the following Terms and Conditions. In these Terms and Conditions and accompanying contract "The Hotel" means The May Fair Hotel London and the "The Client" means the person, organisation or company responsible for booking the event. FAILURE to return these Terms and Conditions together with the Contract may cause the Hotel to release the reservation and re-book the space/rooms with another client.

Numbers Attending

- 1. The Client shall give written details of numbers attending the event not less than 14 days beforehand. Any increase over previously forecasted numbers must be advised as soon as practicable and there acceptance will be at the Hotels discretion dependent on the room/Suite booked.
- 2. The final numbers of guests for which the Hotel shall prepare and charge should be given to the Hotel not less than 5 working days prior to commencement of the event
- 3. Special Diets and vegetarian meals should be advised to the Hotel together with final numbers. Where the number of meals served exceeds this total the Hotel reserves the right to charge for these additional meals served.
- 4. Minimum guaranteed numbers are as agreed in the contract. The client will be charged for the minimum numbers (as per The Contract) as stated
- 5. Numbers attending the event must not exceed at any one time those set by the licensing authorities as per licence, which is available either from the events office, displayed in the main hotel lobby, or City of Westminster website

Payment Terms

Unless otherwise agreed in writing:

- 1. An Initial non-refundable deposit of 20% of the estimated contracted revenue (as per the Contract) is to be paid by the client to the Hotel at the time the Contract is signed.
- 2. A further prepayment of 35% of the estimated contracted revenue shall be made by the client to the Hotel three months prior to the date of the function
- 3. A further Prepayment of 45% of the estimated contracted revenue shall be made by the client to the Hotel 45 days prior to the date of the function.
- 4. Final balance payment is due 5 days prior first arrival day

Credit Facilities

- 1. Credit facilities are available at the Hotel's discretion subject to the Client meeting the terms and conditions as laid down by the Hotel's credit control department
- The Hotel may withdraw credit facilities at any time. Credit facilities must be agreed prior to the contracting of any event/function/exhibition/group booking
- 3. Full pre-payment is required for any non UK based invoicing address

Advertising

I The Client shall not use the Hotel's name or trademarks without its prior written permission and shall show all tickets, posters and advertising material for the function to the Hotel in advance for approval if the general public are to be admitted and if not, to the Hotel if requested by a member of the Hotels management.

Clients and their associates/contractors use of Hotel

- I. The Client and persons attending the function shall:
 - a. Not act in a disorderly manner, arrive and leave promptly at the appropriate time and obey any reasonable request by the Hotel's employees.
 - b. Not allow any live animals to be brought into the Hotel without written consent.
 - c. Remind clients, contractors and guests alike that they must adhere to noise abatement requirements when entering and leaving the Hotel premises. In addition clients and their agents, associates and guests should respect the tranquillity that is expected by our neighbours in the immediate residential area surrounding the Hotel during the hours of 9pm until 7am.
 - d. Not carry out any electrical or other works at the Hotel, including amplification and lighting, without the Hotel's prior consent.
 - e. Not bring any dangerous or hazardous items into the Hotel and remove any items promptly when requested by the Hotel.
 - f. Comply with all Licensing laws and other regulations relating to the Hotel.
 - g. Not consume any Food and Drink at the Hotel not supplied by the Hotel or it's authorised cateriers without the Hotel's prior written
 - h. Not affix any material of any kind to any floors, walls or ceilings without the hotels prior written consent
 - Be aware that public areas, passages, corridors and foyers cannot be used to display promotional materials or individual signage or for the registration of guests without written prior approval.
 - j. Be aware that damage to the fabric of the Hotel including carpets and walls will be charged at full repair rate or replacement value to the Client when such damage is caused by the negligence of Client its guests, agents and associates. The foregoing specifically includes contractors involved in the construction of exhibition booths, staging and the building of presentation sets, which must be free standing and not fastened to any walls or floors.
 - k. Inform any external contractor, sub-contractor, technician, artiste, musician, photographer or performer that they must adhere to the dress code of that function. All external contractors must arrive and depart through the entrances that have been pre agreed with the Event Manager in charge of the event. The main Hotel entrance may not be used for the delivery of any items whatsoever. It is the responsibility of the organiser to ensure that their guests, exhibitors and clients are aware of these above restrictions.
 - Submit all plans and schedules of materials to the Conference and Event Department for the proper consents relating to Health and Safety, COSHH, Fire regulations and any other relevant regulation as necessary, prior to setting up the function/event/exhibition at least 20 working days prior to the event.
 - m. Clear and leave clean all areas by the expiry time of the hire period. Failure to satisfactorily comply will entitle the Hotel to make additional charges for clearing and cleaning the areas concerned.
 - n. Be responsible for ensuring that statutory safety regulations concerning all aspects of the hire of the room/suite are complied with.
 - b. Bells, buzzers and indicators announce the Hotel's Fire Alarm systems activation. These will be muted to allow for investigation as to the cause of the alarm. A continuous sounding of the alarms is the signal for evacuation.
 - p. Provide own ladders, scaffold towers and cherry pickers for rigging in a safe manner. The Hotel is unable to lend or hire Hotel equipment for this purpose.
- 2. Any person in persistent and material breach of these conditions may be refused admission to or removed from the Hotel, and the Hotel shall have the right to forthwith terminate the Contract whilst the Client remains fully liable for the Contracted charges.

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Cancellation by the Hotel

The Hotel may cancel the booking:

- 1. If the Hotel or any part of the Hotel is closed due to circumstances beyond its control
- 2. If the client becomes insolvent or enters into liquidation, bankruptcy or receivership
- 3. If the client is more than 7 days in arrears with any payment to the Hotel
- 4. To avoid any material breach of these conditions
- 5. If it might prejudice the reputation of the Hotel
- 6. Where the nature of the reservation, the name of the end client and the name of the person responsible for payment is different from the person making the reservation, this should be notified to the Hotel at the time of booking. The Hotel may with absolute discretion and without giving reason, refuse to let the premises to The Client should the actual client or nature of the function be different from that declared.

The Hotel will, where practicable, advise of intention to cancel 10 working days in writing prior to allow corrective action, where appropriate. In such event the Hotel will refund any advance payment made but will have no further liability to the client.

Cancellation by Client

If the client cancels the event, including accommodation less than and including 24 months in advance it will pay the Hotel the following sums and any other costs incurred by the Hotel on the client's behalf, less deposits already received.

- Cancellations outside 365 days prior to the event 20% non-refundable deposit will remain with the hotel
- · Cancellations between 270 and 364 days (Inclusive) in advance 30% of the estimated contracted revenue of the booking
- Cancellations between 180 and 269 days (inclusive) in advance 50% of the estimated contracted revenue of the booking
- Cancellations between 90 and 179 days (inclusive) in advance 75% of the estimated contracted revenue of the booking
- Cancellations between 30 and 89 days (inclusive) in advance 90% of the estimated contracted revenue of the booking
- Cancellations less than and including 29 days in advance 100% of the estimated contracted revenue

The Hotel will waive or refund all or a portion of assessed cancellation fees in the event that the lost revenue can be recovered by the sale of cancelled or released space to another client. In cases of partial sale of the rooms or function space the difference between the contracted value and the actual sale of another client will be charged. The Hotel, by signature of the authorised representative on contract, agrees to make every reasonable effort in good faith to accomplish the sale of the cancelled or released space, given sufficient time to do so. The Client, by signature of authorised representative on the contract, agrees to accept terms of full or partial cancellation.

Guaranteed Accommodation & Room Block Attrition

The client is entitled to the following scale of attrition in relation to any accommodation contracted if not agreed otherwise in writing:

- 180 days and over: 25% of the original room block can be released without charge.
- 179 days to 90 days: up to 15% of remaining room block can be released without charge
- 89 to 21 days: up to 5% of remaining room block can be released without charge
- Less than 20 days: 0% of remaining room block can be released

Guests with valid room reservations who do not arrive on the day of

Reservation will be considered "no shows" and the applicable room rate for the nights reserved will be charged to the client's account regardless of whether the client or the individual guest is supposed to settle the room account.

Genera

The Hotel shall not be responsible for the damage or loss of any merchandise or articles left in the Hotel, prior to, during, and following your function. We remind you that when bringing in valuables including audio-visual Equipment you do so at your own risk. The hotel accepts no responsibility for loss or damage to any valuables left on the premises. We recommend that you insure yourself against any loss or damage.

The Client will be liable for the cost of repairs carried out as a result of any damage caused to any part of the Hotel or the equipment by negligence, wilful act or default of any person invited by you or on your behalf to the Hotel.

Please note the Hotel is not responsible for any items left behind. The client has to ensure that all items left behind are collected from the Hotel within 24 hours after the event. The client must ensure they have sufficient staff for the collection of these items.

The Client agrees to pay the Hotel for any food, beverage or any other service not pre-arranged but made available on request of the Client.

Signature:(For and behalf of the hotel)	Signature:(For and behalf of client)
Name: (Capitals)	Name: (Capitals)
Position: C&B Sales	Position:
Company: The May Fair Hotel	Company:
Date:	Date: