

# Terms and Conditions



## 1. Definitions

1.1 In these terms and conditions the following words shall have the following meanings:-

*"the Client"* shall mean the party who contracts pursuant to these Terms and Conditions with the Hotel for the provision of services relating to the Event;

*"the Hotel"* shall mean Brooklands Hotel and its owners/subsidiary and associated undertakings;

*"working days"* shall mean any Monday, Tuesday, Wednesday, Thursday or Friday excluding bank holidays;

*"minimum numbers"* means the minimum number of guests which the property will hold space for and the minimum number of guests who the client will be asked to pay for;

*"final numbers"* means the final number of guests who will be attending the event and number of guests that the hotel will cater for.

## 2. Confirmation

2.1 The following terms and conditions govern your relationship with Brooklands Hotel for the event you will be holding with us. These terms and conditions must be approved by signing and returning to the hotel within 7 days of the date of issue, or if such time is not available prior to the date of arrival, within 24 hours. If the hotel does not receive signed terms and conditions within this period, the hotel has the right to release the booking and re-let the facilities.

## 3. Guests in attendance

3.1 The hotel reserves the right to stipulate minimum numbers to be charged for the event at the time of booking.

3.2 Final numbers must be confirmed 7 days (not working days) prior to the event (not including the day of the event) and, subject to minimum numbers, this will be the number to derive charges.

3.3 The hotel reserves the right to change the designated room after the appropriate consultation with the client if the agreed minimum numbers are not to attend the event.

3.4 Any increase in number of guests attending shall be entirely at the discretion of the hotel. Brooklands will authorise for this specific booking the option to scale up to 120 guests.

## 4. Deposit and Payment

4.1 An initial deposit at the time of confirmation of 25% of the total estimated charges of the booking is required. Should the client fail to pay the requested deposit within 30 days of the due date, the hotel will release the provisional booking.

4.2 Payment is due to be made by the Client to the Hotel within 30 days of the date of any invoice.

4.3 The hotel requires at least 4 weeks' notice prior to the booking date to arrange credit facilities. The maximum credit limit must not be exceeded. A credit application form is available on request.

4.3.1 The Hotel reserves the right to withdraw credit facilities in relation to any Client without further explanation.

4.3.2 If a credit account is not approved, or a credit limit is insufficient, full pre-payment of the total estimated charges will be due 30 days prior to the event start date.

4.4 Following delivery of goods and services, in the event that payment is not made by a Client within 30 days of the date of the invoice in question, the Hotel shall be entitled to charge interest at the rate of 8% per centum per annum above the base lending rate of the Bank of England on the amount outstanding on the invoice in question due for payment.

4.5 The Hotel reserves the right to invoice the Client to make payment to the Hotel for any further items provided by the Hotel in relation to the event which may be either unknown or unquantifiable. Any outstanding balance is payable in full within 30 days of the date of the invoice.

4.6 Variations to the payment or any other terms contained within these Terms and Conditions may be made between the Hotel and the Client by agreement in writing signed by both parties.

4.7 For wedding bookings only, specific payment terms apply. The hotel requests an £1000 deposit at the time of confirmation. 6 months prior to the date of the event, 50% of the total estimated charges of the event are required. 2 months prior to the event date, the remaining balance should be settled, within 30 days of receiving the final invoice.

## 5. Cancellation

### 5.1 By the Hotel:

The Hotel shall be entitled at their sole discretion to cancel the Event upon notice to the client of the occurrence of one or more of the following circumstances:-

5.1.1 The closure of the Hotel Premises or any part thereof, due to circumstances beyond the control of the Hotel;

5.1.2 The insolvency of the Client;

5.1.3 Where arrears of payment of any amount due to the Hotel by the Client in relation to the Event or any other event organised by that client at hotel premises, are outstanding for more than 30 days;

5.1.4 If the event may, in the hotel management reasonable opinion, damage the reputation of the hotel.

In the event of cancellation in terms of clause 5.1.1, the Hotel will refund any advance payments made by the Client, less any costs incurred by the Hotel in the organisation of the event. The Hotel shall not have any further liability to the Client.

5.1.5 Where possible the hotel will notify the client with at least 30 days notice should the need arise to cancel the event.

### 5.2 By the Client:

All intimations of cancellation must be made in writing to the Hotel and will be effective on the date of actual receipt by the Hotel. In the event that the Client cancels some or all of the booking, the Hotel reserves the right to impose the following cancellation charges:

Notice	% of original booking value payable
Between 183-365 days	25% or loss of deposit
Between 85-182 days	50%
Between 29-84 days	75%
28 days and less	100%

For block bedroom bookings of 8 or more rooms on any one night, cancellation of some or all bedrooms reserved either as a block booking or in conjunction with an event will incur a cancellation fee. This cancellation fee shall be a percentage of the charges payable in respect of the bedrooms cancelled (if no separate room rate is specified in the Contract). The charge will be of the standard room rate according to the Cancellation Notice, as set out above.

We will attempt to resell the cancelled guestrooms and function space. Should we be successful in selling the rooms and space at an equivalent rate, there will be no charge.

## **6. Event Details**

**6.1** The client must advise the Hotel of any food and beverage choices and other relevant or requested information at least 7 working days prior to the start date of the event otherwise the Hotel cannot guarantee that the choices will be available.

**6.2** A full rooming list is to be supplied to the Hotel 10 working days prior to the event.

## **7. Use of the Hotel**

**7.1** The Client acknowledges that the Hotel is obliged to comply with certain statutory and common law obligations, including liquor licensing, fire regulation and Health and Safety regulations. The Client agrees to ensure that all attendees of the event comply with any requirements necessary in terms of such legal obligations as may be directed by staff of the Hotel.

**7.2** All food and drink consumed at the event, on Hotel Premises must be supplied only by the Hotel or its authorised suppliers. The Hotel shall not be liable for any loss or consequence arising from breach of this term by any individual attending an event. The only exception to this clause shall be wedding cakes, but the Hotel shall bear no liability for loss or damage arising from the storage or consumption of a wedding cake on the Hotel Premises which has not been supplied by the Hotel.

**7.3** The Hotel reserves the right without prior notice to change the Client's assigned function room for one of equal suitability if the Hotel has reasonable commercial or operational reasons for so doing (including, but not limited to, the carrying out of works on the relevant room or such room being otherwise unavailable).

**7.4** The Client shall be responsible for ensuring that attendees of the event shall not act in an improper or disorderly manner. The Hotel reserves the right to refuse admission to any particular attendee of the event or to require any particular attendee to leave the event if in the sole opinion of the Hotel, that person's conduct appears to be inappropriate.

**7.5** No signs, displays, posters or other material may be fixed to the walls or windows of the hotel.

**7.6** The Hotel will not accept any responsibility for any items of personal property of the Client or guests at any event which are left unattended at the Hotel Premises. All items of property are left entirely at the owner's risk.

**7.7** If you employ the services of an outside contractor you will indemnify the hotel against any loss or damage to property to death or illness or injury to any persons and against all claims, costs, demands, proceedings and damages arising there from. The hotel reserves the right to refuse access to any contractor.

**7.8** Where a master account exists, all charged posted to a master account must be authorized by those persons of whom the client has advised as being signatories to the hotel.

**7.9** Check in time is at 3pm. If you require access prior to 3pm you may be subject to the rate applicable to the night before. Late check out up to 3pm is subject to availability and charged at half the applicable rate. Late checkout after 3pm is subject to full rate for that night and again subject to availability.

## **8. Approval by Hotel Management**

**8.1** Clients must obtain permission in writing prior to the event if they wish to do any of the following:

**8.1.1** Place signage or display material within the hotel lobby and other public areas;

**8.1.2** Carry out the buying and selling of any goods and services;

**8.1.3** Use of the hotel name and logo in any advertising or publicity material.

## **9. Force Majeure**

In the event of "Force Majeure" meaning any circumstance beyond the control of the property including, but not limited to, acts of God, fire, explosions, adverse weather conditions, flood, earthquake, local terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, lack of power and materials shortages - nothing shall excuse the client from any payment obligations under the Contract.

## **10. Prices**

**10.1** The Hotel reserves the right to review its annual prices from time to time and to alter prices without notice. In the event that a price change is applied to a confirmed booking, the Client shall not be entitled to terminate the contract provided such increase is in line with inflation and does not exceed 10%.

**10.2** The Hotel reserves the right to add any new or additional tax or levy imposed by lawful authority to the Price which was not known of by the Hotel at the time the Contract Form was signed.

## **11. Data Protection**

**11.1** By signing this contract, you are agreeing to our Privacy Policy, which can be found here <https://www.brooklandshotelsurrey.com/privacy-policy/>

### **Signature**

On behalf of the client

On behalf of the hotel

Signature: .....

Signature: .....

Name: .....

Name: .....

Title: .....

Title: .....

Date: .....

Date: .....