

CONFERENCE AND BANQUETING AGREEMENT

1. DEPOSITS, PAYMENT AND CANCELLATION POLICY

- 1.1 A deposit of £200.00 against the cost of your event ("the Event") is payable upon confirmation, unless you have arranged credit facilities with us. A further 75% of the cost of the Event is payable 1 month prior to its date.
- 1.2 Payment of the balance of the booking value of the Event is due 14 days before the Event unless you have arranged credit facilities with us, in which case the balance is due for payment within 30 days of the date of our invoice.
- 1.3 You will also pay, within 30 days of the date of our invoice, for all foods, beverages and other services requested by you, your employees, guests, customers, clients or invitees during the Event, and which are not included within the agreed rate per room - per guest, except in so far as you have instructed us in writing to obtain cash settlement from persons requesting such food, beverage or other services.
- 1.4 *If you cancel your booking with us in its entirety, we will levy the following cancellation charges:*
 - 1.4.1 Cancellation 12-6 weeks prior to the Event: 25% of total booking value.
 - 1.4.2 Cancellation 6-4 weeks prior to the Event: 50% of total booking value
 - 1.4.3 Cancellation 4-2 weeks prior to the Event: 75% of total booking value.
 - 1.4.4 Cancellation less than 2 weeks prior to the Event: 100 % of total booking value.
- 1.5 *If you cancel your booking with us in part, for example by reducing the number of rooms, number of guests attending, we will levy the following cancellation charges:*
 - 1.5.1. Cancellation 12-6 weeks prior to the Event: 25% of cost of room or per guest.
 - 1.5.2. Cancellation 6-4 weeks prior to the Event: 50% of cost per room or per guest.
 - 1.5.3. Cancellation 4-2 weeks prior to the Event: 75% of cost per room or per guest.
 - 1.5.4. Cancellation less than 2 weeks prior to the Event: 100% of the cost per room or per guest.
- 1.6 All prices are inclusive of service and VAT. However should the rate of VAT change between the time of booking and the Event, we reserve the right to adjust the prices in line with such change.
- 1.7 We reserve the right in our discretion to charge interest on any account outstanding entirely or in part at the rate of 4% above the base rate for the time being of The Royal Bank of Scotland.

2. FINAL NUMBERS

- 2.1 You will notify us no less than 5 working days prior to the Event of the anticipated number of guests attending, always without prejudice to our rights in respect of cancellation under paragraph 1. The final number attending must be notified to us no less than 48 hours prior to the Event.
- 2.2 In the event that the number attending the Event exceeds the number advised at the time of the booking, we shall use our reasonable endeavours to provide service and accommodation if required, for the increased numbers. We shall levy additional charges at the agreed rate per guest, or per room, for such increased numbers.
- 2.3 In the event that the number attending the Event is less than advised at the time of the booking, we reserve the right, in addition to our rights in respect of cancellation under paragraph 1, to move the Event from any accommodation agreed at the time of booking to accommodation which is suitable for the numbers attending.

3. ACCOMMODATION

- 3.1 In respect of confirmed accommodation, check in time is 1430 hours and check out time 1100 hours. Failure to comply with these times without our consent may result in you incurring additional charges.
- 3.2 If guests with confirmed accommodation do not arrive, you will be charged for the accommodation at the agreed rate per room.
- 3.3 We reserve the right to change accommodation offered for the Event but will use our reasonable endeavours to provide the accommodation selected and to give you as much notice as reasonably possible of any proposed variation to the accommodation arrangements.
- 3.4 Accommodation required for one night only is subject to availability.

4. CONDUCT OF THE EVENT

- 4.1 You agree to begin and end the Event at the times agreed with us. Should you overrun the "end time" of the Event with or without agreement, you will reimburse us for any expenses incurred as a result of the overrun, including, but not limited to, additional wage costs for staff allocated to the Event.
- 4.2 The hotel and the events which take place within it are subject to many statutory controls, in particular, but without limitation, those relating to food and health and hygiene, fire protection, liquor licensing, and entertainment. You, your employees, guests, customers, clients, and invitees must comply with reasonable requests, directions and instructions of hotel personnel in relation to any such matters.
- 4.3 If, in relation to the Event, you wish to have, provide or install:
 - 4.3.1 any outside entertainment or services;
 - 4.3.2 any outside food or beverage; or any outside equipment (including without limitation, electrical equipment and display stands), you must discuss this with us no less than 2 weeks prior to the Event. We

reserve the right to refuse permission for any of the items specified above and in any event it is our policy to charge corkage on our client's own wines at our current published rates and not to permit the introduction or provision of your own spirits and beers.

- 4.4 Notwithstanding any permission which may be given by us under the above paragraph we reserve the right, at the time of the Event, not to admit outside entertainment or services to the premises, not to permit outside food or beverages to be brought to the premises and not to have outside equipment installed on the premises if, in our reasonable opinion to do so would risk:
 - 4.4.1 causing danger to the health and safety of hotel guests and/or employees;
 - 4.4.2 causing offence to hotel guests and/or employees; or
 - 4.4.3 committing an offence or breaching any legislation applicable to the hotel.

5. LIABILITY AND FORCE MAJEURE

- 5.1 We accept no liability for loss of, or damage to, property brought onto the hotel premises and which is owned by or in custody of you, your employees, guests, customers, clients, or invitees.
- 5.2 You shall be responsible for any damage caused by you, your employees, guests, customer, clients or invitees to the hotel premises, furnishing, utensils or equipment during the Event or as a result of the Event, and shall indemnify us against the cost of repair or replacement thereof.
- 5.3 Notwithstanding any permission which may be given by us under paragraph 4 we accept no liability for loss, damage, or breakout of disease caused to you, your employees, guests, customers, clients or invitees as a result of your provision of any of the items referred to in paragraph 4.3.1 to 4.3.3.
- 5.4 We accept no liability for any breach of these terms and conditions caused by events beyond our control, which shall include, but not to be limited to, industrial action (whether on the part of our employees or otherwise), accidents, fire, riot, civil commotion and war. If any such event should occur, we shall use our reasonable endeavours to make suitable alternative arrangements, failing which we shall use terminate the contract and refund your deposit.

6. AGENCY

If this contract is signed by an agent for the client then the agent thereby asserts that he has the full authority of the client to make this agreement and in the event of any breach by the client or agent of any of the terms of this agreement then the agent and the client shall be jointly and severally liable to us therefor.

7. INSURANCE

You are advised to secure your own insurance policy against any cancellation charges for which you could be liable under this agreement.

8. ENTIRE CONTRACT

This Agreement contains the entire and only agreement between us and supersedes all previous agreements made between us in relation to the Event. Both parties acknowledge that in entering this agreement neither has relied on any representation oral or written that is not set out expressly in this agreement and the attached quotation. We shall not be liable to you or any of your guests or invitees by reason of any representation (unless fraudulent) for any indirect, special or consequential loss or damage, costs, expenses or other claim whatsoever caused by our negligence arising from the organisation and management of the Event and our entire liability under or in connection with this agreement shall not exceed the quoted cost of the Event. No other Terms & Conditions do or will relate to this contract.

9. APPLICABLE LAW

The law of this agreement is that of England and Wales and the Courts of England and Wales have exclusive jurisdiction over any dispute arising.