



Terms & Conditions: Grand Hotel
PEARL HOTEL AND RESTAURANTS GROUP
Grand Hotel, 95-97 Warwick Road, Kenilworth, CV8 1HP

Terms and Conditions of Trading for Group Accommodation, Conferences, Functions & Events

These Conditions apply to all Contracts for the provision of goods and services for group accommodation, conferences, functions and other events to the exclusion of all other terms and conditions, including any which the Client may purport to apply or which may appear in any promotional literature. **Please read these Conditions carefully in order to avoid any misunderstandings regarding the terms on which reservations are accepted.**

In these Conditions, terms used with an upper case initial letter have special defined meanings. Some of these are listed in **Chuse 18**. Others are defined when they are first used.

1. Confirmations and Guest Numbers

- 1.1 All bookings are provisional until the relevant Contract (signed by the Client) is countersigned on behalf of the Hotel and dated. The Hotel will provide to the Client a copy of the Contract once countersigned on behalf of the Hotel.
- 1.2 The Contract shall specify the anticipated number of guests for the Event, the agreed minimum number of guests for the Event (the "Contract Minimum") and the maximum number of guests permissible for the function room(s) reserved for the Event.
- 1.3 The Client must inform the Hotel of the number of guests it wishes to be catered for at the Event (the "Final Number") at least 28 Days before the Event. This Final number will override the anticipated numbers specified but will not affect the Contract Minimum.
- 1.4 The Contract Minimum represents the minimum number of guests the Client guarantees will attend at the Event and the Company has calculated its charges on this basis. The amount payable by the Client will therefore be calculated according to the highest of (a) the Contract Minimum (b) the Final Number or (c) the number who actually attend the Event.

2. Payment

2.0 Final Payment

Final payments are required 28 days prior to the event on receipt of the invoice.

2.1 Deposits

The Client must pay the deposit payment(s) specified in the Contract under Billing Instructions. Should the Client fail to pay any such deposit within 7 days of the due date, the Company may treat the Booking as having been cancelled by the Client and:

- 2.1.1 the Company may set-off any cancellation fees which become payable against the deposit;
- 2.1.2 if the deposit held by the Company is greater than the amount of any cancellation fees payable, then the balance shall be refundable to the Client.

2.2 Credit

Credit facilities within the Company may be obtained on application to the Hotel (subject to the agreement of the Hotel). Credit facilities must be finalised at least 2 weeks prior to the Event. All amounts incurred against an agreed credit facility will be invoiced immediately after the Event. The Client shall pay all invoices on presentation of the invoice.

2.3 Payment

All accounts incurred will be invoiced. Payment is due for all credit accounts on presentation of invoice. Any queries should not delay immediate payment of the outstanding balance. Queries should be referred to the Hotel within 7 days of the receipt of invoice. No allowance or refund can be made for meals and other elements not taken within the agreed package rate. Payment must be made in Pounds Sterling (UK) payable to the Hotel.

2.4 Interest

When credit facilities are granted and when payment is not received within the stated terms, we reserve the right to charge an appropriate rate of interest (3% above base rate) or make a collection charge. All such agreed credit accounts must not exceed their credit limit at any time.

2.5 Extras

The Client shall pay the Hotel for any food and beverages or other goods and/or services not provided for in the Contract or otherwise in correspondence but made available upon request of the Client the day of the Event.

2.6 Price Variations

In the event of circumstances beyond the Company's control (including, but not limited to, increases in the standard rate of VAT), the Company reserves the right to vary the prices specified in the Contract to an extent which reflects such circumstances.

3. Cancellation by Client

- 3.1 If the Client wishes to cancel a Booking or cancel the reservation of some or all bedrooms reserved either as a block booking or in conjunction with an Event, such cancellations must be advised to the Hotel in the first instance verbally, followed by written notice of cancellation. Cancellation shall be effective, final and binding on the Working Day on which the Hotel receives written notice of cancellation (the "Cancellation Date"). Any notice of cancellation received out of the hours of 9.00am and 5.00pm shall be deemed made on the next Working Day. Any postponement of any Event shall be considered as a cancellation under this Clause 3.
- 3.2 If the Client cancels a Booking, the Company will charge a cancellation fee. This cancellation fee shall be a percentage of the charges payable in respect of the Contract Minimum (and, if any separate charge is payable in respect of room hire, of such room hire charge), according to the number of clear days (that is not counting the Cancellation Date and the day of the Event) between the Cancellation Date and the date of the Event (the "Cancellation Notice"), as set out below. If the Event is cancelled less than 3 Working Days before the Event, the Hotel is entitled to charge according to the Final Number, if higher than the Contract Minimum.

<u>Cancellation Notice (Events)</u>	<u>Fee</u>
3 - 6 months	30%
1 - 3 months	60%
Less than 1 month	90%
7 days in advance	100%

3.3 Where any bedrooms are reserved either as a block booking or in conjunction with an Event, such bedrooms:

- 3.3.1 are block booked and reserved exclusively to the Client and accordingly will not be released unless notice of cancellation of such reservation in respect of the relevant bedrooms is given in accordance with Clause 3.1. The cancellation fees set out in Clause 3.4 will if applicable then apply.
- 3.2 will (unless cancelled as provided above) be charged at the room rate specified in the Contract (or, if no separate room rate is specified in the Contract, at the standard room rate) for all nights booked even if any guests do not stay for all nights so booked (including by reason of early departure).

3.4 For block bedroom bookings of 5 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 (or, if no separate room rate is specified in the Contract, of the standard room rate) according to the Cancellation Notice, as set out below:

<u>Cancellation Notice (Bedrooms)</u>	<u>Fee</u>
Over 90 days	10%
90-61 days	25%
60 days -30 days	40%
29 - 10 days	60%
9 - 3 days	80%
2 days - night of	100%

3.5 The cancellation fees payable under this Clause 3 are a genuine pre-estimate of the loss the Company will incur arising out of a cancellation; the actual losses incurred by the Company may be greater or less than these cancellation fees; the cancellation fees are payable whether or not the Hotel is able to find alternative business in respect of the cancelled Event and/or bedrooms.

3.6 In addition to the cancellation fees due under Clauses 3.2 or 3.4, the Client must reimburse the Hotel (on an indemnity basis) for any

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expenditure incurred in respect of any cancelled Booking including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the Event.

3.7 The Company may invoice the Client for any cancellation fees payable at any time after the cancellation. The Client shall pay such invoice on presentation of invoice.

4. Cancellation by Company

4.1 The Hotel may cancel the Booking:

4.1.1 if the Booking might prejudice the reputation of the Hotel;

4.1.2 under Clause 2.1

4.1.3 if the Hotel becomes aware of any deterioration in the Client's financial situation such that the Company reasonably considers the Client may not be able to fulfil its material obligations under the Contract.

4.2 The Company may charge the cancellation fees provided in Clause 3 in the event of any cancellation under this Clause 4.

5. Changes by Company

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).

6. Outside Services

The prior consent of the Hotel must be obtained for any entertainment or services contacted for the Event by the Client, all of which must comply with any statutory codes and regulations. It shall be the responsibility of the Client to ensure that, where applicable, Performing Rights Society forms and Phonographic Performance Limited forms are completed by any band or musician employed by the Client.

7. Etiquette

7.1 The Hotel reserves the right to judge acceptable levels of noise or behaviour of the Client, its guests, representatives or contractors (including, but not limited to, persons engaged by the Client to provide entertainment or other services). The Client must ensure compliance with the Hotel's direction as to noise or behaviour.

7.2 The Hotel reserves the right generally:

7.2.1 to exclude or eject any person from the Event or the Hotel if it reasonably considers such person to be objectionable; and

7.2.2 to terminate the Contract and stop the Event without liability to any refund or compensation, if necessary to prevent or terminate unacceptable noise or behaviour.

7.3 The Client shall indemnify the Company against all and any losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by the Company arising out of any exclusion, ejection, termination or stopping under Clause 7.2 or the circumstances giving rise thereto.

8. Health & Safety

The Client must fully comply (and ensure the full compliance of its sub-contractors, employees and guests) with the Hotel's Health & Safety policy, a copy of which is available on request from the Hotel.

9. Corkage

No wines, spirits, food or beverage may be brought into the Hotel or grounds by or on behalf of the Client or any guests for consumption on the Hotel premises unless the prior consent of the Hotel has been obtained, for which a charge will be made.

10. Licensing and Statutory Regulations

The Client shall maintain free access to fire exits at all times and shall obtain the prior approval of the Hotel before using any special effects equipment on the Hotel premises. The Client shall submit for approval by the Hotel all table layouts for the Event. The Client shall observe the permitted hours for selling intoxicating liquors in the Hotel premises, as advised by the Hotel.

11. Punctuality

The Event must start and finish at the times specified in the Contract. Changes to these times may not be possible unless previously agreed with the Hotel.

12. Guests' Clothing and Personal Property

The Company does not accept responsibility for the property of the Client or its guests. Cloakrooms are provided for the convenience of clients and guests but any goods deposited in the cloakrooms or left unattended on Hotel premises are deposited at the owner's risk and without any liability on the part of the Company.

13. Equipment Storage

The Hotel will assist the Client, where reasonably possible, with the storage of equipment etc, however, the Company does not accept any liability for loss or damage to any item of equipment, furniture, stock or the like, left in storage.

14. Radio Communication Systems

Where use of any radio communication system handset is provided to the Client, the Client shall comply with all licensing conditions in relation thereto.

15. Liability of the Company

15.1 Subject to Clause 15.4, the Company shall not be liable, whether in contract, tort (including negligence) or otherwise for any indirect consequential or economic losses or loss of profits however arising.

15.2 In no event will the Company's liability for any loss or damage in contract or tort (including negligence) or howsoever otherwise arising, exceed the total amount paid by the Client for the Event.

15.3 The Company shall not be liable for any breach of the terms and conditions or delay or failure in providing services as a result of causes beyond its reasonable control including (but not limited to) fire, floods, strikes, delays in transportation, failure of services or inability to obtain any necessary information or consent from any authority.

15.4 The Company does not exclude or restrict its liability in respect of death or personal injury resulting from its negligence.

16. Damage

The Client shall be responsible to the Company for any damage caused to the allocated rooms or the furnishings, utensils and equipment therein or to the Hotel generally by any act, default or neglect of the Client or any sub-contractor, employee or guest of the Client and shall pay to the Company on demand the amount required to make good or remedy any such damage.

17. General

17.1 Agents

Should the Client contract with the Hotel through an agent, the agent acts in that capacity for the Client, and not the Company. The Client accepts full responsibility for the payment of the Hotel's account.

17.2 Governing Law

The Contract shall be governed by and construed in all respects in accordance with the laws of England. The Contract does not affect any rights which the Client may have under the Hotel Proprietors Act 1956 where that Act applies.

17.3 Time is of the Essence

For all payment obligations under these Conditions, time shall be of the essence.

17.4 Assignment

The Contract shall not be assignable by the Client, but may be assigned by the Company.

18 Definitions

18.1 "Booking" means a booking under a Contract

18.2 "Client" means the person, firm or company responsible for commissioning and payment of the Event.

18.3 "Contract" means the written agreement between the Hotel and the Client for a specific booking or series of bookings

18.4 "Event" means the event or function specified in the Contract

18.5 "Hotel" means the property (ies) for which this Contract has been agreed and/or as appropriate under the Pearl Group, Warwick Road, Kenilworth, Warwickshire, CV8 1HN

18.6 "Working Day" means Monday to Friday excluding bank holidays and other public holidays.