

EXPRESS BY HOLIDAY INN, SOUTHAMPTON M27, JCT 7

Conference & Banqueting

All conferences, banquets and functions booked at the hotel by the client are subject to written acceptance by the hotel and are made upon the following terms and conditions:

(1) NUMBERS ATTENDING

- (I) The client will advise the hotel, accurate to within 10%, of the precise number of persons attending the function at any time up to 10 days in advance of the function date. Where the function consists of more than one sitting (E.g. morning coffee break and lunch buffet) 'numbers' shall refer to guests expected to attend each sitting on a separate basis and not on a combined basis. Final numbers of persons are required at least ten full working days prior to the function. If more than the guaranteed minimum number attend the function the client will be charged according to the total number attending, but the hotel can not be responsible for service to a number in excess of 10% above the guaranteed minimum number.
- (II) If any dispute arises as to the number of those who attend the function the hotel shall determine the number and such determination shall be final and binding to the parties.
- (III) Where the booking includes bedroom accommodation, the full rooming list is required not less than fourteen days prior to the date of arrival.
- (IV) The hotel reserves the right to release banqueting space proportionally should the bedroom accommodation contracted reduce by more than 25%.
- (V) If the numbers referred to in (I) at any time up to 10 days before the function date or the numbers actually attending represent a shortfall of more than 20% of the numbers stated overleaf, then the guest will be liable to make payment for 80% of the total anticipated charges in respect of the shortfall in addition to payment for those actually attending.
- (VI) For conferences, clause (1) (I) is suspended to the extent that where the contracted numbers of delegates attending is decreased less than seven days prior to the guaranteed function date, a cancellation for equal to the first days 24 hour delegate rate will be payable in respect of all delegates who fail to attend or who cancel less than 7 days prior to the function

(2) INFORMATION

The Client shall provide on request by the Hotel all such information which is available in relation to the function as may be necessary to enable the Hotel to make a fully informed reassessment of its obligations to provide the services

(3) AMENDMENTS

The Client agrees that the Hotel may accept any verbal amendments given during the course of the function or its preparation, by the Client or by anyone acting or purporting to act on the Clients behalf and the Client agrees to pay for any additional service so provided

(4) CHARGES

- (I) Account facilities will only be granted to those Companies which have established credit facilities in advance. For non-account Clients, payment is required no less than 7 days prior to the date of the function, failing which the function may be cancelled.
- (II) The Client agrees to pay all Hotel charges on the due date, failing which interest will be charged daily at 2% over the Hotel's Bankers Base Rate.
- (III) Any function for which advance payment is overdue by more than 7 days may be cancelled by the Hotel and the cancellation fees detailed in Clause B will become payable immediately.
- (IV) If there are any queries on any part of an Invoice, the Client will pay the undisputed balance of the sum owing on the date due and the remainder on resolution of the query.
- (V) The Hotel reserves the right to withhold or withdraw credit facilities at any time without notice.
- (VI) The Company reserves the right up to 8 days before the function to request payment of a deposit at any time prior to the date of the functions, the amount of which shall be determined by the Company. Should the Client fail to pay such a deposit within 7 days of being requested to do so, the Company may take the booking as having been cancelled by the Client.
- (VII) Any complaint arising out of the function must be made in writing to the Company within 7 days of the function, and must be made by a contractual party to this Agreement to be recognised by the Hotel, The Company will not give consideration unless received in such a manner and within such time limit and shall thereafter be entitled to claim the full sum due from the customer in respect of the function

(5) ADVERTISING

If the general public are admitted to the function, the Client should not use the Hotel's name(s) or trademark(s) without its prior written permission and must show all tickets, posters and advertising material to the Hotel for its approval in writing in all other circumstances, this information should be provided if so requested by the Hotel.

(6) CLIENTS USE OF THE HOTEL

The Client and persons attending the function shall:

- (a) Comply with all licensing, health and safety and other regulations relating to the Hotel.
- (b) Not carry out electrical or other works at the Hotel including amplification and lighting without the Hotels prior written consent.
- (c) Not bring any dangerous or hazardous items into the Hotel
- (d) Not consume any food or drink in the Hotel not supplied by the Hotel or its authorised caterers without the Hotel's prior written consent.
- (e) Not act in any improper or disorderly manner, leave promptly at the appropriate time and comply with all reasonable requests made by the Hotel's employees.
- (f) Not bring or allow to be brought liquor from outside the Hotel for consumption during a function at the Hotel.
- (g) Any person or item in breach of these conditions may be refused admission to or be removed from the Hotel.

(7) CANCELLATION BY THE HOTEL

The Hotel may cancel the bookings under the following circumstances:

- (a) If the Hotel or any part of it is closed due to circumstances outside its control.
- (b) If the Client becomes insolvent or enters into liquidation or bankruptcy
- (c) If the Client is more than 14 days in arrears with any payments to the Hotel.
- (d) To avoid a breach of these conditions;
- (e) If it might prejudice the mutation of or cause damage to the Hotel.
- (f) In such an event the Hotel will refund any advance payment made but will have no further liability to the Client.

(8) CANCELLATION BY THE CLIENTS

If the Client cancels a reservation(s) less than 6 months in advance, the Hotel reserves the right to claim the following sums as a cancellation fee or in relation to the reduced numbers no longer attending unless a booking is obtained for the same dates from a third party on no less favourable terms.

- (a) Cancellations over 8 months in advance – deposit forfeited;
- (b) Cancellations between 3 and under 8 months in advance – 30% of total anticipated charges;
- (c) Cancellations between 1 and under 3 months in advance – 50% of total anticipated charges;
- (d) Cancellations less than 30 days in advance – 100% of total anticipated charges.

In all instances, notifications of cancellation or reduction in numbers must be made in writing and will be effective on the date received and acknowledged in writing by the hotel.

(9) LIABILITY

- (I) The hotel will be liable to the Client and/or persons attending the function for injury to persons or loss or damage to property only where and to the extent that it has been negligent but otherwise be under no liability to them whatsoever.
- (II) The Client will be liable for any loss or damage to the Hotel's property including walls, light fittings and equipment (including items hired for their use) or injury to any person including Hotel staff and shall indemnify the hotel against any loss or liability (other than the Hotel's liability in (I) above arising from the function.)
- (III) The Client is advised to consider arranging insurance for the function covering public liability and loss or damage to its property and that of the persons attending the function.
- (IV) The full cost of repairing or replacing the Hotel's property as a result of damage or breakage or removal of the Hotel's property will be charges to the Client, whether this was caused directly by the Client or by a sub-contractor working on the Client's behalf.
- (V) The Owners and Managers of the Hotel shall not be liable for any claim for personal injury (including death) to any person employed by the Client, the Hirer of the Banqueting area, nor any loss of damage of any kind whatsoever which may be attributable to any property belonging to the Owners and Managers of the Hotel or third parties on, in or upon banqueting areas or which may arise out of or in consequence of any activities or operations whatsoever carried out by the Client the Hirer in consequence of any activities or operations whatsoever carried on by the Client the Hirer in and upon the banqueting areas nor for any claim, demand, proceedings, cost, charges, and expenses whatsoever in respect thereof or in relation thereto excepting any

claims which may arise as a result of the negligence of the Owners or Managers of the Hotel or their representatives. It shall be the sole responsibility of the Client to effect what insurance they think fit in respect of the employment or any performer, entertainer or otherwise and such equipment as required during their occupation of the banqueting areas.

- (VI) **General**
- (i) The Hotel will take all responsible steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, it reserves the right to provide alternative services or alternative function rooms of at least an equivalent standard at no additional cost to the Client and the Client shall have no claim in respect of such alternative service or function room.
- (ii) This contract is non-assignable by the Client and shall be governed in all respects by English law. Only the contractual parties to this Agreement shall have any resources under the terms of this contract.
- (iii) The Hotel reserves the right to pass on to the Client any additional costs incurred by them for goods and services requested during the course of the function or caused by the Client not adhering to the agreed times for services.
- (iv) Whilst the Company has taken all reasonable steps to ensure that the information contained in its brochures, tariffs and advertisements are accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice if necessary.
- (v) Where the numbers of guests attending a function reduces by more than 20% as stated above at (1) (V), the Client will be liable to make up the shortfall on the basis referred to above and the Hotel reserves the right to provide an alternative function room to accommodate such reduced numbers without any liability on the part of the Hotel.
- (vi) No variation of these conditions shall be effective unless in writing and signed on behalf of the Hotel by both the Managing Director and the Client.
- (vii) The level of noise, especially that produced by sound equipment, must be kept to a reasonable volume. The Hotel's determination as to 'reasonable volume' will be approved by the appropriate Local Authority.
- (viii) The hotel reserves the right to charge a reasonable administration fee.
- (10) **Private Functions**
For private functions a deposit of 50% of the expected total account is required no less than 30 days before the function and the remaining balance will be due 7 days before the function. Should there be additional requests during the function, these will be settled prior to departure from the function. In this instance a credit card guarantee or equivalent may be required. If the balance is not received, the Company shall have the right to cancel the function on giving the Client 24 hours notice either verbally or in writing, in which event the deposit shall be forfeit to the Company which shall further be entitled to the balance outstanding as provided for above.

GROUPS & TOURS

All Tour Group Bookings or Group reservations for in excess of 5 bedrooms at the Express by Holiday Inn, Southampton M27 Jct7 are subject to the terms and conditions below. Confirmation of this booking by any individual, person/ group or firm/ partnership or company implies acceptance of the following Terms & Conditions.

1. **Payment**
 - (a) Where credit facilities have been approved, payment must be made within 14 days of the invoice date. In the event that the booking is cancelled once confirmed, the Client will be liable to pay a minimum charge of 25% of the total cost of the Tour Group Booking within 14 days of receipt of invoice. Interest at a rate of 4% per annum above the Barclays Bank plc base rate may be charged on any overdue balance from the date that the payment was due. The hotel reserves the right to withdraw credit facilities at any time without prior notice.
 - (b) Where credit facilities have not been granted, the following conditions apply :-
 - (i) A deposit of 25% of the total cost of the Tour Group Booking is required on receipt of confirmation of the reservation in order to secure the booking. This deposit will be non-refundable in the event that the booking is cancelled once confirmed.
 - (ii) Payment of the balance due is required twenty eight days prior to the Arrival Date specified. Credit card details will be required to secure the reservation.
 - (c) Payment is to be made in Sterling unless otherwise agreed in writing.
 - (d) Any claim in respect of any failure of the Hotel to comply with the Terms & Conditions of the Contract shall not give rise to any right whatsoever to withhold payment, whether in part or in whole.
2. **Rates & Charges**

The rate is inclusive of VAT at the current prevailing rate. In the event of any increase in VAT, the rate shall increase to the same extent as the increase in the VAT payable.
3. **Rooming and Cancellation**
 - (a) **For reservations of 30 or less rooms**, the final number of rooms required will be advised to the Hotel in writing by no later than **30 days** prior to the guaranteed date of arrival ('the Deadline Date'). **For reservations of 31 or more rooms**, the final number of rooms required will be advised to the Hotel in writing by no later than **60 days** prior to the guaranteed date of arrival ('the Deadline Date'). Charging will be based on this number unless the numbers advised are less than 75% of the numbers confirmed at time of initial reservation, in which case a penalty as detailed in 3(b) will become payable. The final rooming list is required two weeks prior to the arrival date.
 - (b) In the event that **confirmed numbers reduce by more than 25% between the date of confirmation and the Deadline Date**, the Client will be liable to pay a penalty of 50% of the total cost for the numbers reduced between the date of confirmation and the Deadline Date, with payment becoming due within 14 days of an invoice being raised.

(c) The Hotel will charge the full amount of the rate specified that would have been due for the numbers contracted and notified by the Deadline Date, should the numbers be reduced or should the group cancel **after** the applicable Deadline Date.

(c) All cancellations or changes made prior to the Deadline Date, will only be valid when made in writing and acknowledged by the hotel prior to the Deadline Date. In every instance where the cancellation occurs prior to the Deadline Date, the Client will forfeit the 25% deposit,

(d) Any failure by the hotel to perform its obligations under this Agreement will not constitute breach of contract. In such circumstances where it shall be impossible or reasonably impracticable for the Hotel to carry out the terms of the Agreement, the Hotel shall be entitled to cancel the Agreement without any liability whatsoever.

4. **Arrivals & Departures**

Accommodation reserved will not be available until 14.00 on the day of arrival. Check out time on the date of departure is 11.00 noon.

5. **Loss or Damage to Properties**

The Hotel shall not be liable for any loss or damage to the property of the Client or any such persons as occupy the hotel save where the Hotel Proprietor's Act 1956 is applicable. The Client shall indemnify the Hotel for any loss or damage caused to the building/ fixtures or equipment or to any property of a third party, by the Client or any other guest for whom a booking was made by the Client.

Furthermore, the Client shall be responsible for the conduct of their guests where any members of the group disrupt any other hotel guests, necessitating any refund or compensation to such inconvenienced other hotel guests. The Client accepts full responsibility for such compensation and agrees to fully reimburse the hotel for any such amounts.

6. **Variation**

No variation of these Terms shall be effective unless in writing and signed by the Managing Director of the Hotel.

7. **Signature**

A copy of this Agreement must be signed and returned to the Hotel within 48 hours of receipt by the Client, failing which the Client will be deemed to have accepted the terms detailed above.

8. **Termination**

The Hotel reserves the right to terminate this Agreement at any time without prejudice to any other rights it may have, in the event that the Client fails to comply with the terms of this Agreement. Any failure by the Hotel to enforce at any time, any of the terms of this Agreement shall not be construed as a waiver of any of its rights nor affect the validity of the Agreement as regards subsequent action.