

Terms & Conditions

Objectives

To protect all properties through better understanding of their obligations under this contract.

To Heighten awareness of the legal obligations of both the Client and the Hotel when confirming or cancelling a booking.

Definitions

"The Booking" means the reservation by the Client of conference rooms, accommodation, equipment and other facilities for certain dates.

"The Booking Form" means the Hotels standard booking form setting out details of the Booking.

"The Client" means the person, organisation or company by whom the booking is made.

"The Contract" means the agreement between the Hotel and the Client for the hire of conference rooms, accommodation, equipment and other facilities as set out in the Booking Form and incorporating these Terms and Conditions.

"The Event" means the event to be held by the Client at the Hotel in accordance with the Booking.

"The Hotel" means the hotel whose name and address appears below.

Bookings

Upon receipt of an enquiry the Hotel shall make a provisional booking of the conference rooms, accommodation, equipment and other facilities requested and shall send the Booking Form to the Client for signature. The return of the Booking form shall bind the Client to these terms and conditions, which shall take precedence over any terms and conditions proposed by the client.

The Booking shall remain provisional until the return by the Client of the signed Booking Form and the clearance of any deposit requested. If the signed Booking Form and any deposit requested are not returned to the Hotel within fourteen days of their issue by the Hotel or, if such time is not available prior to the date of the Client's arrival, within 48 hours, the Booking shall lapse and the Hotel shall be entitled to re-let the facilities.

Final arrangements with regard to the menu, beverages and special dietary requirements shall be notified to the Hotel at least one month prior to the commencement of the Event.

Payment

The Hotel reserves the right to require a deposit of 10% of the estimated total cost of all facilities requested by the Client or £300, whichever is the greater, whether or not such deposit is required when the Booking is confirmed.

Payment of 50% of the estimated total cost of all facilities requested by the Client must be received by the Hotel three months before the date on which the Event to commence or, if there is less than three months before such date when the Booking is made, immediately upon return of the signed Booking Form.

The Client shall make payment of the remainder of the estimated total cost of all facilities requested by the Client no later than 14 days before the date on which the Event is to commence.

Payment of any further amounts owing to the Hotel after the Event has finished shall be made by the Clients within 14 days of receipt of the Hotel's invoice.

Should any payment become overdue the Hotel reserves the right to charge interest on the over due sum at the rate of 3% above the base rate of the Bank of Scotland from the date payment was due until the date payment in cleared funds is received by the Hotel.

The Hotel may at its sole discretion offer credit facilities upon application by the Client. Credit accounts must not exceed their credit limit at any time. Payment of credit accounts shall be made within 14 days of the Event ending. The Hotel reserves the right at any time to withdraw such credit facilities and to demand immediate payment of the estimated cost of the Event.

All payment shall be made in pounds sterling (£).

Postponement or Amendment by the Client

Up to three months prior to the commencement of the Event, the Client may alter the date of the Event on one occasion, provided that the Event covered by the altered Booking will take place within 12 months of the date on which the Hotel has agreed to the alteration. A fee of £100 shall be payable for this service, which fee must be paid within 7 days after the Hotel agrees to the alteration. In the event that the alteration brings the Event forward, the Client shall immediately pay any monies that become due as a result. In the event of a further cancellation clauses 16 and 17 below shall apply.

Final guest numbers must be notified to the Hotel at least 48 hours prior to the date

of the Event and this will be the minimum number for which the Client is charged. The Client cancellation provisions shall apply in relation to any reduction in the guest numbers from those specified in the Booking Form or otherwise previously notified to the Hotel. Whilst the Hotel will do its best to accommodate increased guest numbers it can only do so within the constraints of its facilities and it must at all times comply with limits imposed by fire regulations. Any increases in the guest numbers shall be charged at the Hotel's standard rates.

In the event that the guest numbers are reduced the Hotel reserves the right to allocate to the Client alternative conference rooms, accommodation, equipment or facilities. The Client may retain the conference room, accommodation, equipment or other facilities originally booked upon payment of a supplementary charge.

Cancellation by the Hotel.

The hotel may cancel the booking:
if the Event might, in the opinion of the Hotel, prejudice its reputation; or
if the Client is more than 7 days in arrears with any payment to the Hotel; or
if the Hotel becomes aware of any material adverse change in the Client's financial situation; or
if the Client becomes bankrupt or goes into liquidation, administration or receivership or enters into any arrangement with its creditors; or
if the Hotel becomes aware of any proposed or actual activity at the Event which breaches or is likely to breach licensing, health & safety legislation or fire safety regulations; or
if the Client breaches any provision of this Contract and fails to remedy its breach within 7 days.

Cancellation by the Client

The Client is advised to take out insurance against any cancellation of the Booking. In the unfortunate event that the Client needs to cancel the Booking the Client shall be required to forfeit any deposit already paid and to make such further payments as is required to amount in total to the following percentages of the anticipated cost payable as specified in the Booking Form as amended by any later correspondence.

Cancellation occurs	Percentage of Total cost payable
- More than 3 months prior to the Event	10%
- 2 to 3 months prior to the Event	40%
- 1 to 2 months prior to the Event	60%
- 11 days to 1 month prior to the Event	80%
- 10 days or less prior to the Event	100%

The Hotel will endeavour to re-let the facilities booked and will credit the revenues against the cancellation charges subject to an administration charge of £100.

When cancelling a Booking the Client must note the cancellation number provided by the Hotel and quote it in any further correspondence with the Hotel.

Arrival / Departure

Bedroom accommodation is available from 3pm on the date the Event commences and must be vacated by 11.00am on the following day, unless the Hotel has agreed to alternative arrangements.

The conference rooms will be available during the periods specified in the Booking Form. Any extension shall incur additional charges.

General

Should any of the Clients delegates or guests attending the Event be unwilling or unable, when asked by the Hotel, to cease any behaviour or activities unacceptable to the Hotel, the Hotel reserves the right to require them to leave the hotel and/ or to terminate the Event immediately, without refund or waiver of any monies already paid or payable.

The Client shall indemnify the Hotel against any claim made against it as a result of anything said or done by any of its guests, delegates, staff and entertainers hired for the Event that constitute racial or sexual discrimination or otherwise breach any United Kingdom or European Union legislation.

The Client shall be responsible for any loss or damage sustained by the Hotel as a result of the acts, omissions or negligence of the Client, its delegates or guests at the Event and shall be liable for the cost of replacement or repair as appropriate as well as compensation for loss of business suffered by the Hotel. The Hotel reserves the right to require the Client to pay a damage deposit of 10% of the estimated total cost of the facilities requested by the Client at the time of returning the signed Booking Form to the Hotel.

If the Client requests that the Hotel hire any equipment on its behalf the Client shall be responsible for any loss or damage to that equipment and shall indemnify the Hotel for any costs incurred in making good such loss damage and any costs imposed by the owner of the equipment.

The Client shall inform the Hotel of any proposed externally arranged entertainment, services or activities at the Event and the Hotel reserves the right to approve or prohibit such external arrangements without liability for any resultant cost to the Client. The Hotel reserves the right to regulate the noise level at the Event.

No food or beverages may be brought into the Hotel without the Hotel's permission. The Hotel reserves the right to charge corkage on any wine or other drinks brought into the Hotel by the Client.

The Hotel shall not be liable for failure to provide or delay in providing conference rooms, accommodation, equipment, food or beverages or other facilities as a result of events outside its control.

The Hotel prohibits the following activities from being carried out on its premises: sales or trade, auctions, gambling, or activities which contravene the Public Entertainments Licence or any other Licence held by the Hotel. If the Client misleads the Hotel as to the nature of the activities to be carried on at the Event the Hotel shall have the right to cancel the Booking immediately without reimbursing or waiving monies paid or payable by the Client.

The Client must obtain written approval from the Hotel prior to affixing items to the walls, floors or ceilings. In particular the Client shall not drive nails, tacks, screws, staples or other like objectives into any part of the Hotel, nor attach any adhesive substances to it.

The liability of the Hotel for the security of and damage to the Client's belongings is set out in the Innkeepers Act 1878 as modified by the Hotel Proprietor's Act 1956.

Failure by the Hotel on any occasion to enforce any of the obligations on the Client contained in the Contract shall not constitute a waiver of its rights to do so.

The Contract shall be governed by the Laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the English Courts.

THE STUART HOTEL

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