

#### **BRIGHTON GRAND HOTEL OPERATIONS LIMITED**

TERMS AND CONDITIONS FOR CORPORATE GROUP ACCOMMODATION, EVENTS, CONFERENCES & FUNCTIONS

PLEASE ENSURE YOU HAVE FULLY READ AND UNDERSTAND ALL THE TERMS SET OUT BELOW PAYING PARTICULAR ATTENTION TO SECTIONS 2 & 3

PLEASE INITIAL EACH PAGE AND SIGN THE FINAL PAGE

#### 1 CONFIRMATION

The Agreement must be returned by the Client and received by the Hotel within five working days of the date of issue. If the Hotel does not receive the Agreement within this period, the Hotel reserves the right to review the initial rates quoted or release the tentative booking and re-let the facilities.

## 2. TERMS OF PAYMENT

#### i. Deposits

Upon receipt of contract the client must pay a deposit of 25% of the total contracted event value or full pre-payment(s) specified in the pro-forma invoice.

We insist on full pre-payment of the total anticipated revenue for any bookings arriving within one month of issue of the Agreement.

Should the client fail to pay the requested deposit or pre-payment within 5 working days of the due date, the hotel may treat the booking as having been cancelled by the client. Deposits are neither refundable nor transferable.

## ii. Payment method

We accept the following methods of payment::

Credit cards; American Express (maximum transaction per booking £5000), Mastercard, Visa

Debit cards; Visa/Delta, Visa/Electron, Switch and Maestro

Cheque; made out to Grand Brighton Operations Ltd

Cash; remitted to the bank details supplied on the enclosed pro forma

# iii. Credit facilities and final payments

Where the events contracted spend is in excess of £500, credit facilities with Brighton Grand Hotel Operations Ltd can be requested. Completed applications, including two trade references must be submitted at least 21 days prior to your event and accounts cannot be forwarded without prior arrangement.

We reserve the right to re-check your credit status at any time before your event arrival date and reserve the right to request additional deposit/pre-payments should we find there to be a negative change in your financial status.

If credit is granted, any outstanding balance must be settled 21 days from final invoice, after this date the hotel will be entitled to levy interest charges on monies owed at a rate of 1% above base rate, per calendar month.

In the event of dispute, all items should be settled within 14 days of resolution, thereafter, interest charges of 1% above base rate per calendar month will be applicable.

In the instance that credit is not secured against the event full pre-payment will be required as detailed below.

If credit facilities are not agreed with Brighton Grand Hotel Operations Ltd the following will apply:

If the event is taking place within 28 days of confirmation request, full pre-payment of total anticipated revenue is required.

If the event is taking place more than 28 days prior to issue of confirmation a 25% deposit is required within 5 working days of request and the remainder at least 21 days prior to arrival date.

No later than 7 days prior to arrival date, credit card details are required to secure any master account charges or any additional items/services requested on-site.

The credit card supplied will be pre-authorised on your arrival and payment debited upon departure.

Failure to provide card details will prevent the pre-order of any additional items after date final pre-payment is requested, any extras taken on site will be on a pay as you go basis.



#### 3. AMENDMENTS AND CANCELLATIONS

- In the unfortunate circumstance that you have to cancel or postpone your confirmed booking at any time prior to the event, the Hotel will make every effort to re-sell the facilities on your behalf.
- ii. In the event of the Hotel being unsuccessful in reselling the cancelled or amended booking, cancellation charges will be made as follows:

Cancellation/Partial Cancellation/Postponements

Period of notice	Charge
365 days and longer	0% of contracted rates
Between 180 and 365 days	10% of contracted rates
Between 120 and 179 days	25% of contracted rates
Between 119 and 60 days	50% of contracted rates
Between 8 and 59 days	75% of contracted rates
Within 7 days of arrival	100% of contracted rates

#### iii. The charges apply to:

100% of the contracted accommodation, 24 hour package, day delegate and dinner packages, equipment hire, entertainment & room hire revenue and 70% of the contracted food & beverage revenue. For the avoidance of doubt where food and beverage is included in a package any cancellations are charged at 100%.

- iv. All cancellations must be confirmed in writing, the facilities you have reserved cannot be released for resale until this is received and acknowledged. Cancellation charges will be calculated from the date written notification is received.
- v. In the event of the postponement of dates an application can be made to request the event is moved at no charge. The hotel will look at each booking on a case by case basis and form a decision based on business levels over the original dates and the new requested dates. The hotel is under no obligation to offer new dates or move the confirmed booking without full or part cancellation charge.
- vi. Any increase in bedrooms numbers, delegate numbers and covers must be confirmed in writing and are automatically subject to the terms and conditions of the agreement.
- vii. Definitive cancellation charges can only be confirmed to you <u>after</u> the intended date of your event, when we shall reduce the charge by the comparative revenue of any alternative business we have been able to secure in its place.
- viii. You may request availability from the reception desk at any point during your event and will be asked to sign an availability form to agree the figure we have given you to be correct at time of issuing the information.
- ix. Should the client make significant changes to the programme or the expected number of delegates, the Hotel reserves the right to amend the rates and/or facilities offered through a contract addendum.
- x. Any delegates who do not arrive, or who depart early will be charged at 100% of the delegate rate or rates quoted (inclusive of VAT) for nights of non-attendance, unless the Hotel is able to re-let the accommodation.

# Amendments or Cancellations by the Hotel

The Hotel reserves the right to cancel any booking forthwith or reserves the right to offer alternative facilities without any responsibility on its part in the event of:

- Any occurrence beyond the reasonable control of the Hotel which shall prevent it from performing its obligations in connection with the booking.
- b. If deposits or pre-payments are not received within the timeframe outlined within the booking agreement.
- b. If the booking might, in the opinion of the Hotel, prejudice the reputation of the Hotel.
- c. If the client is more than 30 days in arrears of previous payment to Brighton Grand Hotel Operations Ltd.
- d. If the Hotel becomes aware of any alteration in the Client's financial situation
- e. Should attendee numbers reduce below those considered reasonable for the capacity of the meeting space allocated the hotel reserves the right to re-allocate function space.
- xi. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to Acts of God, fire, floods, explosions, earthquakes, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labour disturbances, pandemics, or acts, omissions or delays in acting by any governmental authority; provided always that such failure or delay is without the fault or negligence of the Party so failing or delaying and that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. In such event the Party so failing or delaying will immediately notify the other Party of such inability to perform and of the period for which such inability is expected to continue. The Parties shall mutually seek a resolution of the delay or the failure to perform and to the extent possible, each Party will use reasonable efforts to minimise the duration of any force maieure.



#### SUPPLY OF INFORMATION

- A full rooming list/delegate list is to be supplied to the Hotel 10 working days prior to the event. For the avoidance of doubt, the submission of this list only serves to provide names of delegates attending the conference and does not affect the number of rooms
- Any amendments, including additions, cancellations, extension to stay must be notified in writing by the Client outside of the rooming list and receipt of these confirmed by the Hotel.

#### **GENERAL** 5.

- The Clients shall be responsible for the orderly conduct of its delegates, and shall ensure that its delegates have regard to any regulations imposed by any competent authority, and that nothing shall be done which will constitute a breach of the law. The Client shall fully indemnify the Hotel against any claims, or loss or damage arising as a result of breach of this clause.
- Prior written approval must be obtained if you wish to fix items to the walls, floors or ceilings. The Hotel will hold the Client responsible for any damage caused through negligence by the Client, the Client's guests or the Client's contractors. An inspection of the premises before and after the event may be requested by contacting the Duty Manager.
- Where any facilities or services are booked, the Hotel will not be liable to make any refunds should the delegates fail or refuse to use them for whatever reason and full payment must be made.
  - Where the Hotel is requested to book facilities and/or services on behalf of its clients or their delegates with third parties, it will do so in good faith but cannot be held liable should the standard of those services prove deficient, nor for the acts or omissions of such third
- Only food and beverage purchased from the Hotel may be consumed on the premises. If food or beverages are brought into the Hotel for consumption, a charge will be made equal to the Hotel's selling price for that or an equivalent product, which shall be in the absolute determination of the Hotel. This includes any gifts, raffle prizes or awards prizes.
- Bedrooms and meeting room space is offered to the Client for their exclusive use and for their affiliates and is not for resale to non-affiliated parties unless by prior arrangement with the Hotel. ٧.
- Storage facilities can be provided by the Hotel. Each storage container measures 120 x 60 x 52cm, 1 x container will be offered on a complimentary basis 24 hours prior and following your event. All other days are chargeable at £20.00 per day, per container. We request prompt collection of items following your event and any stored items will be held for a maximum of 7 days only following your event following this all items will be discarded. The Hotel will not accept liability for equipment provided by exhibitors.
- Changes to event timings must be agreed with the Hotel. If time is needed to set up or breakdown an event, please ensure this has been agreed at booking stage and is included in this Agreement.
- viii. CCTV is in operation in a number of our function rooms, these can be disengaged at your request.
- It is strongly recommended that you take out event insurance. Please contact your preferred broker. ix.
- The hotel operates zero tolerance to any form of harassment or victimisation and expects all staff members, event bookers, delegates/quests, contractors and sub-contractors to treat each other with respect, courtesy and consideration. A person subjects another to harassment by engaging in unwanted conduct or contact which has the purpose or effect of violating another person's dignity, to cause an individual to feel offended intimidated or humiliated. The recipient does not need to have explicitly stated that the behaviour was unwanted for it to be considered harassment. By signing this contract you fully understand and agree to comply with the above; committing to support the hotel in maintaining an environment free from harassment.

## COVID-19

Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK

The parties agree to communicate without delay any issues they may have in performing their obligation under this agreement. You (organiser) acknowledge that COVID-19 may require us to take one or more of the following measures for safety of our staff and the safety of delegates attending the event to which this booking relates:

- impose maximum delegate numbers at the event;
- ii.
- limit food or drink availability; impose specific requirements regarding person protective equipment such as the wearing of masks; iii
- restrict the number of overnight stays if applicable; and/or limit any planned entertainment for your event; iv.
- ٧.
- designate alternative/additional event space within the venue; vi.
- vii. designate alternative entrance and exit routes

If we are obliged due to specific Government restriction, to close our venue, we may offer you an alternative date for the event but if this cannot be agreed the booking will be deemed cancelled and your deposit will be returned in full with no further payment required.

agree to fully comply:	Countersigned by The Grand:
NAME:	NAME:
DATE:	DATE:
SIGNATURE:	SIGNATURE:

The above signed agree and warrant that they are authorised to enter the agreement on behalf of the organisation for which this booking is made

The agreement is subject to signed terms & conditions being received by the hotel within 5 working days of receipt. The hotel reserves the right to withdraw all offers contained and release space held tentatively if the signed copies are not received within the timescale, unless by previous written agreement with the hotel.

If the contract is returned signed by you but you have made changes, handwritten or otherwise to the document, it will no longer form acceptance of the booking, but will be received by us as a counter offer, that may be accepted or rejected in our sole discretion.

Please read our <u>privacy policy</u> carefully to understand our policies and practices regarding your personal data.