

CONDITIONS

1. THE BOOKING

- 1.1 The bookings shall be regarded as provisional by the Hotel until the Client:
- i) Returns the Event Agreement & Terms & Conditions to the Hotel.
 - ii) And where applicable provides the Hotel with a non-refundable deposit which is 50% of the total estimated charges. Receipt of the above shall be considered confirmation of the booking. Prior to confirmation, the Hotel reserves the right to amend or cancel the booking at its absolute discretion.
- 1.2 In the event that Booking Confirmation does not occur within 30 days of the booking, the Hotel reserves the right to consider the Event cancelled. No cancellation fee shall be charged to the Client in such circumstances.
- 1.3 The Client must supply written confirmation, signed by the Client, to the Hotel, of final minimum catering numbers and of all arrangements at least 14 days prior to the Event. With a reduction in numbers a charge will apply as outlined below.
- 1.4 The final number of bedrooms for the Event, signed by the Client, will be confirmed to the Hotel no later than 21 days prior to the date of the Event and this is the number that will be charged for. The rooming list for the guests will be confirmed to the hotel no later than 14 days prior to the arrival.

2. CHARGES

- 2.1 The Hotel requires at least 14 days notice prior to arrival date to arrange any credit facilities. The limit must not be exceeded. A Credit Application Form is available on request.
- 2.2 If credit is approved by the Hotel, a pro forma invoice will be submitted for 50% of the total estimated charges, which is payable 30 days prior to the Event start date. On conclusion of the Event, the outstanding balance is payable within 14 days of the date of the invoice.
- 2.3 If credit is not approved, on receipt of final confirmation the Hotel shall provide written invoice to the Client detailing the total estimated charges (accommodation, function room hire, equipment and pre-booked food and beverage). Payment will then be due 21 days prior to the Event start date.
- 2.4 If the Client fails to pay the charges within the time stipulated herein, the Hotel reserves the right to release any bedrooms reserved, and to alter, relocate or cancel the Event.
- 2.5 The Client must at the time of booking give to the Hotel the Client's full details, including name and address, and if the Client is an organisation, the name of the individual to whom the invoice should be sent. The Hotel reserves the right to request credit card details, and if paying by credit card on the day of the Event, to complete a 3rd party credit card authorization form. The Client may not change these details without the prior written consent of the Hotel, and, in any event, the Client remains primarily liable for the costs and expenses of the Event in the event of their non-payment.
- 2.6 All services and facilities used by Guests and Attendees other than those provided for in the Event Agreement (for example, but not limited to, telephone charges, laundry and late checking out charges) shall be charged at the Hotel's then current standard rate. The Hotel shall use its reasonable endeavours to ensure that such services and facilities used by the Guests and Attendees shall be billed to the relevant individual, Guest or Attendee on checking out of the Hotel, but in the event that such charges remain outstanding, the Client shall be liable to meet them in full.
- 2.7 Service charge at the current is not applicable.
- 2.8 All payments by the Client to the Hotel shall be made without deduction or set-off.
- 2.9 The Hotel reserves the right to change the Client interest of late payments at a rate of 10% for each month or part of a month for which the payment is overdue.
- 2.10 The Hotel reserves the right to re-check the Client's financial situation. The Hotel reserves the right to cancel the booking, if the Client is in arrears of the deposit requirements or if the Hotel reasonably considers that there has been a significant change in the Client's financial situation.

3. EVENT & BEDROOMS CANCELLATIONS & AMENDMENTS

- 3.1 This applies to the following:
- a) Where the Client cancels the entire event
 - b) Cancels partial use of the facilities for the Event including bedrooms
 - c) Reduces the duration of the Event as a result of which the contracted value is reduced and
 - d) Reduces the contracted number of Guests
- 3.2 In the event that, after Booking Confirmation, the Client cancels the Event the following cancellation charges shall apply and extend to the total charge which includes any required accommodation, function room hire, equipment, pre-booked food and beverage charges.

Notice of cancellation received	Cancellation Charge as percentage of total charge
More than 30 days prior to Event	Nil
More than 15 days but less than and including 30 days prior to Event	20%
Less than and including 15 days prior to Event	50%
Less than 15 days and not more than 7 days prior to Event	75%
Less than and including 7 days prior to Event	100%

- 3.3 In the event of cancellation, the Hotel will endeavour to re-let such bedrooms and function room and a reduction in charges will be made in the event that the Hotel is successful in doing so.
- 3.4 The hotel reserves the right to allocate an alternative function room to, that was booked, if the number of delegates decreases by 10% or more.
- 3.5 Any postponements of confirmed and contracted business will be considered as a cancellation in accordance with the Cancellation Clause.
- 3.6 The Client must provide the Hotel with written notice of the cancellation signed by the Client or authorised signatory. Until such written notice is received, the Event shall be deemed to be going ahead.
- 3.7 If the total charge for the Event received by the Hotel before a written notice of cancellation is received, exceeds the appropriate Cancellation Clause Charge then the Hotel shall within 14 days refund to the Client the difference between the Charge received and the Cancellation Charge.
- 3.8 If the total charge for the Event received by the Hotel before a written notice of cancellation is received, is less than the Cancellation Charge due then the Client shall within 14 days pay to the Hotel the difference between the Charge received and the Cancellation Charge due.
- 3.9 For a Residential Conference where delegates are paying for their own accommodation, bedrooms not taken up by 12 noon on the day of arrival, will be released unless they are guaranteed by the company or a credit card. Should the guaranteed booking not arrive, the accommodation will be charged at the contracted rate.
- 3.10 In the event that, after confirmation the Client wishes to significantly alter the Event the Hotel reserves the right to re-locate the Event to an alternative venue or cancel the Event. The Hotel will send written notification to the Client. If the Event has to be cancelled, charges will apply as above. The Hotel shall at its absolute discretion decide what constitutes a significant alteration in the Event.

4. HOTEL RULES

- 4.1 The Hotel grants a licence to the Client to use the Hotel's premises strictly for the purpose of the function. The Event shall end at the time set out in the Event Agreement, failing which the Client shall be liable for additional charges at the Hotel's discretion.
- 4.2 No food or beverage shall be brought into the Hotel by the Client or delegate without the Hotel's prior written consent, for which consent the Hotel reserves the right to make an additional charge.
- 4.3 The Client will always comply with the statutory laws concerning licensing and entertainment provisions relevant to the Event.
- 4.4 The Hotel shall not be liable for any loss or damage to property of the Client or any such person as may so occur. In the case of loss or damage to the property it shall be reported and noted by the Duty Manager at the time of discovery thereof and reported to the Police within 24 hours.
- 4.5 Attendees and Guests shall not enter areas of the Hotel which are indicated as being closed to the public, the Hotel shall not be responsible for death, personal injury or loss or damage to property suffered by an Attendee or Guest in such areas.
- 4.6 The Hotel shall not be liable to an Attendee or Guest for any loss or damage to property caused by misconduct or negligence of an Attendee or Guest or an Act of God, or where the Attendee or Guest remains in exclusive charge of the property concerned.
- 4.7 The Hotel's liability for any other loss or damage to an Attendee's or Guest's property is limited to stipulated in-house rules for any one article except where placed in the central safe, or where, stolen, lost or damaged through the default, neglect or willful act of the Hotel.
- 4.8 The Hotel shall not be liable for any failure or delay in performing any of its obligation under this Agreement if the failure or delay was due to any cause beyond its reasonable control, including (without limitation) war or threat of war, civil or political action or disturbance, riot, natural, disaster, fire, epidemic, bad weather, terrorist activity (threatened or actual), military activity, governmental or regulatory action, industrial dispute, Act of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events outside the Hotel's control.
- 4.9 For avoidance of doubt, the Hotel does not exclude its liability for death or personal injury caused by the Hotel's negligence.
- 4.10 Attendees and Guests should also refer to the notice relating to loss or damage to Guest's property displayed in the reception at the hotel.
- 4.11 The Hotel is not liable for any loss or damage caused to an Attendee's Guest's vehicle, unless caused by the Hotel's willful misconduct.
- 4.12 Attendees and Guests will be liable for any loss, damage or personal injury they may cause at the Hotel.

SUNBIRD TOURISM LIMITED

ACCOMODATION CONDITIONS OF SALE

COMPANY/ORGANISATION: **ARRIVAL:**

CONTACT PERSON: **DEPARTURE:**

TEL.: **E-MAIL:**

CONFIRMATION, CONTRACT AGREEMENT AND PROFORMA INVOICE

All bookings made under this Agreement shall be subject to the following terms and conditions:

- A deposit of 50% payment of the total charge is required at least 14 days before the event to secure the booking.
- The remaining 50% shall be paid immediately after the function or as per agreed credit terms.
- Should the booking not be guaranteed by paying the required deposit, on due date, Sunbird Hotels have the right to cancel the booking without any notice.
- Should there be any additional amounts outstanding after the function as a result of extra consumption, invited guests etc., the total bill should be agreed upon by the two parties soon after the function and such additional (outstanding) amounts shall be paid immediately.
- Sunbird Hotels is not responsible for any loss, damage to property or injury to invited guests during the event.
- All prices are subject to applicable Government taxes.

FUNCTION DETAILS

GRAND TOTAL: MK

CLIENT:

SIGNED: _____

DATE: _____

.....
NAME

.....
DESIGNATION

HOTEL REPRESENTATIVE

SIGNED:
NAME

DATE:
DESIGNATION

"Please read other details at the back"

