



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 SIGN THE FINAL PAGE

1. CONFIRMATION

1.1 These Conditions apply to all Contracts for the provision of goods and services for group accommodation, conferences, functions and other events. They exclude all other terms and conditions from any promotional literature, or additions applied by the Client.

1.2 The Agreement and deposit 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 **and** deposit within this period, the Hotel reserves the right to review the initial rates quoted or release the tentative booking and re-let the facilities.

1. TERMS OF PAYMENT

Deposits

2.1 Upon receipt of contract the client must pay the deposit or full pre-payment(s) specified in the pro-forma invoice.

2.2 We insist on full pre-payment of the total anticipated revenue for any bookings arriving within 28 days of issue of the Agreement.

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

Payments

2.4 If the event is taking place within 1 calendar month of confirmation request, full pre-payment of total anticipated revenue is required.

2.5 If the event is taking place within 4 calendar months of confirmation request, 50% pre-payment of total anticipated revenue is required.

2.6 More than 4 calendar months prior to issue of confirmation a 25% deposit is required within 5 working days of contract issue date.

Payment deadlines:	Payment due:
Within 5 working days of contract issue date	25% of contracted rates
4 calendar months to arrival date	50% of contracted rates
2 calendar months to arrival date	75% of contracted rates
1 calendar month to arrival date	100% of contracted rates

2.7 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.

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

2.9 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

Credit facilities

2.10 Where the events contracted spend is in excess of £2000, credit facilities with Brighton Grand Hotel Operations Ltd can be requested against a maximum of 50% of contracted spend. 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.

2.11 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.

2.12 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.

2.13 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.

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

Payment methods

2.15 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

2. AMENDMENTS AND CANCELLATIONS

3.1 In the unfortunate circumstance that you have to reduce or cancel the confirmed booking at any time prior to the event, cancellation charges will be made as follows:

Period of notice to arrival date	Charge
Between contract issue date and 120 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

3.2 The charges apply to:

- a. 100% of the contracted accommodation, 24 hour package, day delegate and dinner packages;
- b. equipment & entertainment hire;
- c. room hire revenue and
- d. 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%.

3.3 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.

3.4 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.

3.5 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.

3.6 Definitive cancellation charges can only be confirmed to you **after** 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.

3.7 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.

3.8 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

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

3.10 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:

- a. Any occurrence beyond the reasonable control of the Hotel which shall prevent it from performing its obligations in connection with the booking.
- a. 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.

Force majeure

3.11 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 majeure.

3. SUPPLY OF INFORMATION

4.1 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 contracted with the Hotel.

4.2 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.

5 ETIQUETTE

5.1 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.

5.2 The Hotel reserves the right generally to exclude or eject any person from the Event or the Hotel if it considers such person to be objectionable and/or terminate the Contract and stop the Event without liability to any refund or compensation, if necessary, to prevent or terminate unacceptable noise or behaviour.

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

5.4 The Client shall be responsible to The Hotel 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 Hotel on demand the amount required to make good or remedy any such damage.

5.5 The hotel operates zero tolerance to any form of harassment or victimisation and expects all staff members, event bookers, delegates/guests, 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.

5 HEALTH & SAFETY

6.1 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. Please refer to the checklist enclosed

6 HOTEL LIABILITY

7.1 This Clause sets out The Hotel's entire liability in respect of any breach of these Conditions or the Agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

7.2 The Hotel shall not be liable, whether in contract, tort (including negligence) or otherwise for any indirect loss however arising.

7.3 In no event will The Hotel'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.

7.4 Nothing in these Conditions shall exclude or restrict either party's liability in respect of death or personal injury resulting from its negligence, or for fraudulent misrepresentation.

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

7 GENERAL

8.1 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.

8.2 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.

8.3 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.

8.4 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 parties.

8.5 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.

8.6 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.

8.7 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.

8.8 CCTV is in operation in a number of our function rooms, these can be disengaged at your request.

8.9 It is strongly recommended that you take out event insurance. Please contact your preferred broker.

I have read and understand the above terms and conditions and 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 [privacy policy](#) carefully to understand our policies and practices regarding your personal data.

Safety Checklist for Organisers

In order to ensure safety throughout the Build-up, open and Breakdown periods of your event, it is essential that the following points must be covered;

1. Notify our safety co-ordinator of any hazards that your event will present. Copies of Risk Assessments and written method statements i.e. their safe working procedures, as well as arrangements for the routine examination and maintenance of any structures and equipment must be made available to our safety co-ordinator.
1. Exhibitors to provide details of their public liability insurance cover.
2. If sets are being built in the conference room, then relevant drawings/plans need to be issued to the hotel prior to the event to ensure that correct Health & Safety procedures are being complied with.
3. Electrical Test / PAT Certificates to be issued to the hotel.
4. A competent person must be appointed to be responsible for liaising with our safety co-ordinator and for managing and co-ordinating health and safety matters prior to and on-site during the event.
5. Any recommendations, which the Fire Officer, Safety Officer or other Enforcement Officer makes for example for additional fire precautions etc., are put into effect.
6. Connection to our electrical service is only permitted through a protective – Residual Current Device.
7. If circumstances indicate that there may be problems with the safe operation of the exhibit, immediate steps must be taken to render it safe.
8. Promotions equipment is examined and maintained by a trained and experienced person before installation and on dismantling. Records of this examination should be kept in the Maintenance Schedule.



Business Information/Credit Application Form

Please supply the contact details of your business AND a credit amount should you wish to apply for bill back facilities (over£1000)

Company Name:	
Company Business Address:	
Postcode:	
Contact Name:	
Contact telephone number:	
Contact email address:	
Type of Business:	
Company Telephone Number:	
Web Site Address:	
VAT Registration Number:	
Company registration number:	
Company Registered Address:	
Current Business Bankers:	
Bank Address:	
Credit Limit if Required	
Company's Billing Email Address	
Company's Accounts Contact Number:	
Accounts Department Contact:	
Signature:	

For Internal Use Only	
Date submitted to Finance Office:	
Hotel staff member name:	
Current Booking Value:	
Current Booking Date:	
Are there any future bookings:	
GM/FD Authorization required:	
Name:	
Signature:	
Date:	
Credit Limit Approved:	