



Holiday Inn Reading M4 J10

TERMS AND CONDITIONS

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) For banqueting events, the Client is required to 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 or wedding breakfast and evening 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. Catering and charging will be based on such number, notwithstanding that the number of attendees may be less. If more than the guaranteed minimum number attend the function the client will be charged according to the total number attending, but the hotel cannot 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 14 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 at (I) above) 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 any reduction in numbers occurring after the hotel's advised deadline date for notification of contracted numbers will be charged in accordance with the provisions of clause 8 below. In this regard, a cancellation / reduction in numbers charge equal to the entire 24 hour and / or day delegate rate payable by any such delegates that have been cancelled / reduced in numbers will be payable in full by the company who has entered into this contract.

(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. The Hotel is not responsible for any delays arising from alternate instructions being provided on the day of the event.

(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 14 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) All rates include VAT where applicable. For no shows/ cancellations, rates are non vatable and the original VAT inclusive rates will apply to the cancellation /no show charge
- Room hire rates and the proportion of all day delegate and 24 hour delegate rates allocated to room hire, are similarly non – vatable.

(V) 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.

(VI) The Hotel reserves the right to withhold or withdraw credit facilities at any time without notice.

(VII) 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 function, 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.

(VIII) 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 recognized 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 and ensure nobody under the age of 18 years old is served alcohol.

(b) Not carry out electrical or other works at the Hotel including amplification and lighting ,without the Hotel's 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 authorized 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.

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 in 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 receivership.

(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.

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

(I) If the Client cancels a reservation(s) less than 6 months in advance, the Hotel reserves the right to claim the following sums unless a booking is obtained for the same dates from a third party on no less favorable terms:

(a) Cancellations over 6 months in advance –20% deposit forfeited;

(b) Cancellations between 3 and under 6 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 between 15 and 30 days in advance – 70% of total anticipated charges;

(e) Cancellations between 7 and 14 days in advance – 85% of total anticipated charges;

(f) Cancellations between 3 and 7 days in advance – 90% of total anticipated charges;

(g) Cancellations less than 3 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.

(II) WEDDINGS

(a) Over 6 months in advance – deposit forfeited;

(b) Cancellations between 3 and under 6 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 1 month in advance – 100% of total anticipated charges

Cancellation fees may not be applied against future functions at the hotel without prior written consent of the Group Managing Director.

(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 will be under no liability to them whatsoever.
- (II) The Client will be liable for any loss or damage to the Hotel's property including decorations, light fittings, carpets and equipment (including items hired for their use) or injury to any person including Hotel staff whether caused by the client or any person attending the function, 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 charged 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 or 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 or the Hirer in consequence of any activities or operations whatsoever carried on by the Client or 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. All such entertainers employed by the client will be required to produce a Public Liability certificate with a minimum £1 million or will not be permitted to perform.

(10) General

- (I) The Hotel will take all responsible steps to fulfill 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) Any verbal or written communications preceding the execution of the contract are superseded by the terms of this agreement.
- (VII) 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.
- (VIII) 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 final.

If the client is desirous of displaying motor cars/or motor cycles outside the Hotel, such requests must be notified to the hotel in writing 6 weeks in advance and can only be approved by the appropriate Local Authority and Segro

(11) Private Functions

For private functions a deposit of 50% of the expected total account is required at the time of booking. For weddings, a deposit of £1,000.00 is required at the time of booking. In addition a credit card or equivalent guarantee will be required. The remaining balance will be due 28 days before the function. If the balance is not received, the hotel 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 hotel which shall further be entitled to the balance outstanding in accordance with Clause 8 (i) or 8 (ii) Should there be additional requests during the function, these will be settled prior to departure.