

# TERMS & CONDITIONS

## 1. Please note:

- a) The party you are contracting with is Globalgem Hotels Limited trading as Gem Hotels (the Company) which operates the hotels referred to overleaf in addition to other premises.
- b) When used below, the term 'smaller event' involves up to and including 20 delegates/guests and the term 'larger event' involves more than 20 delegates/guests.
- c) Only the hotels' General Manager or Gem Hotels Directors have the authority to amend these terms and conditions at their sole discretion and/or to include additional terms on confirmations/event agreements. Confirmations/event agreements must be returned to Gem Hotels within 5 days. It will be assumed that in confirming an event the client accepts Gem Hotels' terms and conditions. The hotel reserves the right to release the facilities booked until such time as the confirmation/event agreement is signed and returned by the client.

## 2. Numbers Booked

- a) Provisional numbers will be requested at the time of booking. The hotel reserves the right to set a minimum number to be charged for any event/venue/space. Final numbers and meal/food selections must be confirmed 14 working days prior to the event (not including the day of the event) and these will be subject to a minimum number. This will be the number and meal/food selections charged for. If no meal/food selections are received and confirmed by such date (14 working days prior to the event) the hotel will be entitled to make food/meal arrangements at its sole discretion and the client hereby agrees that no complaints whatsoever will be entertained in respect of such selections.
- b) The hotel reserves the right to change a designated room if the originally agreed minimum numbers are not to attend the event. This does not affect any minimum charge. The hotel also reserves the right to alter or vary the meal/food selections should the numbers reduce or increase or if it is impractical, uneconomic or difficult to provide the selections for the numbers attending.
- c) Should the numbers originally agreed be reduced minimum number charges and/or additional room hire charges may be applied.

## 3. Payment

- a) For smaller events a deposit of 25% of the anticipated charges must be paid upon confirmation. For larger events a 50% deposit must be paid upon confirmation.
- b) The outstanding balance of the account is payable 30 days prior to arrival unless alternative arrangements have been agreed by the hotel.
- c) The hotel is under no obligation to grant credit. Credit must be requested in writing on the client's letterhead at least 30 days prior to an event. This written request must clearly identify which charges, with the estimated amounts in sterling, are to be charged through the billing account. If credit is granted then settlement must be made in full on receipt of the appropriate invoice.
- d) If payment is to be made by either credit or charge card this must be made known to the hotel at the time of the booking. Only recognised cards will be accepted. The card must be produced by the signatory prior to the event.
- e) Events costing less than £250 must be paid by credit, charge card or cash prior to the event. Credit facilities are not normally offered to private individuals.
- f) If accounts are unpaid over the agreed period, Gem Hotels reserve the right to charge interest at the rate of 2% for each month, or part thereof, that the account remains unpaid. Such interest shall be calculated from the date of the account until payment in full is received.
- g) The booking may be regarded as provisional by the Company only unless payment methods have been agreed in writing by the hotel.
- h) On conclusion of the event or in the event of a cancellation by the client in accordance with clause 4 the outstanding balance is payable within 7 days of the date of invoice. In the event of any queries 90% of the outstanding balance must be paid within 7 days.

## 4. Cancellation by the Customer

- a) Should a booking be cancelled a charge may be made equivalent to any loss suffered by the hotel. Costs incurred for any equipment and/or other services hired by the hotel on behalf of the customer will be added to any cancellation fee.
- b) The following percentages will be charged:

- if cancellation occurs 4 - 6 weeks before a smaller event 25% of total charges	- if cancellation occurs 12 - 24 weeks before a larger event 25% of total charges
- if cancellation occurs 2 - 4 weeks before a smaller event 50% of total charges	- if cancellation occurs 6 - 12 weeks before a larger event 50% of total charges
- if cancellation occurs 0 - 2 weeks before a smaller or larger event 100% of total charges	- if cancellation occurs 4 - 6 weeks before a larger event 75% of total charges
	- if cancellation occurs 2 - 4 weeks before a larger event 90% of total charges.
- c) NO CHARGE will be made in the following circumstances:
  - if cancellation occurs more than 6 weeks before a smaller or 24 or more weeks before a larger event
  - if the venue can be resold for the same date(s) at equivalent or higher charges and there are no other consequential costs/charges incurred by the hotel.
- d) If an event is cancelled by the client/clients agent and in the opinion of the hotel's General Manager, a similar event is booked by the client at the same venue/room within a period of 14 days of the cancellation, 25% of the cancellation charge will be credited to the re-booked event.
- e) All cancellations/reductions in numbers must be received in writing and will be deemed to take effect from the date of receipt.

## 5. Cancellation Policy for Accommodation associated with Events

- a) The hotel reserves the right to request a deposit upon confirmation. Full payment is requested prior to arrival, unless a credit facility has been formally agreed.
- b) The client agrees to advise the hotel in writing at least 30 days prior to the arrival date of the final numbers and breakdown. This represents the minimum final number chargeable, rooming lists must be provided at least 14 days prior to the arrival date.
- c) 1) Up to 30 days prior: No Charge  
2) 30 days to 15 days prior: 50% of quoted rate  
3) 15 days or less: 100% of quoted rate
- d) 30 days notice of cancellation is required to avoid 100% cancellation charges for any accommodation associated with an event.

## 6. Liabilities

- a) Please safeguard your property. The hotel will not accept any liability for loss or damage to property or death or illness of persons unless caused by the hotel's negligence.
- b) Unless the hotel is liable as referred to in (a), the client will indemnify the hotel from and against any and all liability for loss of or damage to property or death or illness of or injury to persons and against all claims, costs, demands, proceedings and damages arising therefrom as a result of the event.
- c) Clients are advised to consider insurance cover in respect of the above.

## 7. VAT

Daily delegate and 24 hours delegate rates are exclusive of VAT. VAT will be charged at the prevailing rate. Clients are advised to clarify VAT arrangements as these may differ depending on which particular venue is hired.

## 8. General

- a) Goods and services may not be bought or sold on premises. No tickets whatsoever may be sold at the event.
- b) The hotel name, logo and telephone number and the name "Gem" may not be used in any advertising or other publicity without the prior consent of the hotel's General Manager.
- c) No signs, displays, posters or other material may be fixed to the walls of the hotel rooms without prior authorisation of the hotel's General Manager.
- d) If the contract includes the client employing the services of an outside contractor then the client will indemnify the hotel against any loss or damage to property or death or illness of or any injury to any persons and against all claims, costs, demands, proceedings and damages arising therefrom. Any outside contractor employed by the client must report to the Duty Manager at the hotel and sign the hotel's standard contractors Indemnity Form. The hotel reserves the right to refuse access to any contractor in appropriate circumstances.
- e) The client will be liable for the cost of repairs carried out as a result of any damage caused to any part of the hotel or the equipment thereon, by the negligence, willful act or default of any person invited by the client or through the client to the hotel.
- f) The client agrees to pay the hotel for any food, beverage or any other service not provided for in the contract, but made available on request of the client, and whether or not a signed docket is obtained.
- g) The client agrees that in the event of them employing the services of any discjockey, mobile discotheque or live music entertainment provider, any music played will cease promptly when requested by the hotel's management and at midnight at the latest and that such music provision will be under the unfettered control of the hotel.
- h) The client agrees that in the event of legal dispute of any nature whatsoever the correct forum will be the Central London County Court.
- i) The client agrees to the hotel processing all data in all formats whatsoever received, given to or obtained prior to during or after any potential or actual booking or event.
- j) Gem Hotels agree to allow the client named to reserve rooms subject to availability at the hotels and at the rates & terms specified.
- k) Gem Hotels retain the right to refuse or cancel a reservation where the hotel considers that the reservation might prejudice the hotel's reputation or if the client is in breach of Gem Hotels standard credit terms or if the client does not adhere to the time scales and terms relating to payment and/or confirmation.
- l) The services offered at the hotel may vary without prior notification where changes are required. If changes are made suitable alternatives will be provided. Gem Hotels will use its reasonable endeavors to hold rooms booked in the hotels, but reserve the right to use another hotel of a similar category and/or alternative rooms should they consider this appropriate in their unfettered discretion.
- m) Please note the conditions relating to the occupation of bedrooms signed by clients upon registration.
- n) In the event of credit terms being exceeded, late payment or disputed charges, Gem Hotels reserve the right to charge at rack rates and to ignore the discounted rates agreed.
- o) A charge for any reservation made is determined by the prevailing rate applicable to the date of stay and not by the date of reservation.
- p) The facilities contracted in the confirmation/event agreement are for the exclusive use by the client and its direct affiliates and resale of the facilities is not permitted without the prior written consent of the Company.
- q) The client may not bring any food or drink into the hotel for use during the event unless agreed with the hotel in writing.
- r) The client agrees to comply with the statutory laws concerning licensing and entertainment provisions relevant to the event.
- s) The hotel shall not be liable for any loss or damage to property of the client or any such person as may occur except within the constraints of the Hotel Proprietors Act 1956. In the case of loss or damage to 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. The hotel's liability for any other loss of or damage to an attendee's or guest's property is limited to £50.00 for any one article or £100.00 in aggregate, except where placed in the central safe, or where stolen, lost or damaged through the default, neglect or willful act of the hotel.
- t) 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.
- u) The hotel shall not be liable for any failure or delay in performing any of its obligations under this Agreement nor liable to an attendee or guest for any loss or damage to property if the failure or delay was due to any cause beyond its reasonable control, including (without limitation) terrorist activity or serious potential for terrorist activity whether within the proximity of the hotel or in the UK or worldwide and directly or indirectly affecting the UK, misconduct or negligence of an attendee, guest or external third party, 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, noise, failure of or interruption in externally provided services and utilities and all similar events outside the hotel's control. For the avoidance of doubt, the hotel does not exclude its liability for death or personal injury caused by the hotel's admitted negligence. Clients must only instruct qualified subcontractors to carry out any work on their behalf and such persons must meet all statutory legal requirements.
- v) These are the terms and conditions which prevail; Gem Hotels will not accept any unilateral amendments to these terms by the client/clients agent, except if agreed in writing by a Director of Gem Hotels. All other variations will be excluded. This includes any terms and conditions which the client purports to apply under any purchase and confirmation of order, specification or other document.
- w) All quotations and Event Agreements are made and all orders accepted subject to these terms and conditions notwithstanding anything which may be stated to the contrary in the client/clients agents order forms and in any other correspondence except as described in 8v).
- x) All events must end and all rooms must be vacated within 15 minutes of the times agreed by Gem Hotels. If rooms are not vacated at this time additional room hire charges will be applicable.
- y) The hotel may withdraw all or part of the facilities for any period when required for use by the hotel or in connection with any repair, attention or maintenance work.