

TERMS AND CONDITIONS – Radisson BLU Waterfront Hotel, Jersey

1. CHARGES AND PAYMENT – MEETINGS & EVENTS AND ACCOMMODATION

- 1.1 - If the basic function and/or accommodation cost is in excess of £5000.00: Upon return of contract: 10% deposit required. 90 days prior to arrival - 40% of the total value of the booking is due. 28 days prior to arrival - Final 50% due and payable.
- 1.2 - If the basic function and/or accommodation cost is less than £5000.00: Upon return of contract: 10% deposit required (minimum £100.00) 28 days prior to arrival – Final 90% due and payable.
- 1.3 - In the event of the booking confirmation 28 days or less before the date of arrival, 100% of the basic function cost will be requested for the event.
- 1.4 - In the event of cancellation, administration charges of £100.00 will be non-refundable
- 1.5 - If the above payment terms are not met, The Hotel reserves the right to cancel the reservation and re-let the function room and bedroom accommodation.
- 1.6 - If credit facilities with The Hotel are requested, a credit application form must be completed and returned to The Hotel Accounts Department, attention Credit Manager 14 working days before the event. Bill back facilities will only be available for events over £1000.00.
- 1.7 - Where credit has been established, payment is due 14 days after the invoice date. If payment is effected after the due date, an interest rate of 1.5% per month will be charged on the outstanding balance.
- 1.8 - If credit facilities are granted, this does not automatically negate the 10% deposit (minimum £100.00) being due on return of contract.
- 1.9 - GST is charged at the prevailing rate at the time of the event
- 1.10 - The Client is also responsible to pay, within 30 days of our invoice, for all food, beverages and other services requested by you, your employees, guests, customers, clients or invitees during the Event, and which are not included within the agreed rate per room or per guest. Except in so far as you have instructed us in writing to obtain cash settlement from persons requesting food, beverages or other services.
- 1.11 - If there are queries on any part of the invoice, the Client will pay the undisputed balance of the sum owing on the date due and the remainder on resolution of the query.

2. CANCELLATIONS – ACCOMMODATION

- 2.1 - The Company may cancel the reservation by written notice to The Hotel without incurring any charges other than the Administration charge of £100.00 at any time up to 90 days prior to the date of the arrival date. From 90 to 28 days prior to arrival, group reservations can be reduced by 25% of rooms contracted without charge. 28 days to 7 days before arrival, groups can be reduced by up to 10% of rooms contracted without charge.
- 2.2 - Presentation of list of guests must be received 14 days prior to arrival. Any unnamed rooms will automatically be released 7 days prior to arrival and will be charged.
- 2.3 - Upon presentation of list of guests, any rooms cancelled thereafter will be charged.
- 2.4 - All notices of cancellation must be in writing to The Hotel and receipt confirmed.
- 2.5 - If the Company fails to return the signed contract, The Hotel reserves the right to release any rooms booked by the Company without notice.

3. CANCELLATIONS – MEETINGS & EVENTS

- 3.1 - The Company may cancel the reservation by written notice to The Hotel without incurring any charges other than the Administration charge of £100.00 at any time up to 120 days prior to the date of the Function.
- 3.2 - If the Company cancels the reservation within 120 days of the date of the Function, The Hotel shall be entitled to make the following charges:-
 - Between 120 days and 91 days – 25% of the Basic Function Cost
 - 90 days and 28 days – 50% of the Basic Function Cost
 - 27 days of the date of the function – 100% of the Basic Function Cost
- 3.3 - The Basic Function Cost shall be calculated upon the basis of the Contracted Numbers due to attend the Function and on the basis of the catering, beverage, room hire and other requirements reserved for the Function.
- 3.4 - If the client has to cancel or postpone a confirmed booking the Hotel will make every effort to re-sell the facilities to a third party for the same dates on no less favourable terms on the Client's behalf, however, if unsuccessful full cancellation charges will apply.

4. ACCOMMODATION – GENERAL

- 4.1 - The bedroom accommodation is available from 1500 hours on the day of arrival and must be vacated by 1200 hours on the day of departure, unless specific alternative arrangements have been agreed.
- 4.2 - Accommodation will not be retained after 1800 hours unless a method of guaranteeing has been given, guaranteed reservations will be held for 24 hours. If guests with guaranteed bookings do not arrive, no-show charges will be applied at 100% of the total anticipated accommodation charges

5. Meeting & Events - General

- 5.1 - Final numbers will be required no less than 7 days before the time of the function in writing. If fewer than the Contracted number of persons attending the function, the Company will be charged for the Contracted number. If more than the Contracted numbers attend the function, the Company will be charged according to the total number attending. The Hotel cannot be responsible for service to a number in excess of 10% above the Contracted number
- 5.2 - The Hotel shall in no event be obliged or responsible for providing facilities, catering or accommodation for persons attending the function in excess of twenty persons above that number notified to The Hotel.
- 5.3 - 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 binding and final to parties.
- 5.4 - The Hotel reserves the right at all times to alter or change the rooms or accommodation to be provided to the Company for the purpose of the function, provided that such alterations or change does not materially and adversely affect the function.
- 5.5 - The Company agrees that The Hotel may accept verbal amendments to the arrangements given during the course of the function or its preparation by the Company or by anyone acting or purporting to act on the Company's behalf and the Company agrees to pay for any additional services so provided.

- 5.6 - The Company undertakes to begin the function at the agreed time and to ensure that its guests, invitees and other persons vacate the premises at the closing hour indicated.
- 5.7 - The Company undertakes not to bring beverages or food of any kind to The Hotel and not to cause or permit its guests or invitees to do so (subject to the Conference Managers approval).
- 5.8 - The Company assumes responsibility for any damage caused by him or any of his guests, invitee or other persons attending the function, whether in rooms reserved or in any other part of The Hotel and undertakes to make good or pay full restitution for the making good of any material damage to furniture, fixtures and equipment howsoever caused by persons working on their behalf during set-up or dismantling of equipment used by them. Nothing shall be affixed to the floors, walls, ceilings or columns of the allocated rooms by nails, screws, drawing pins, tape or any other means or be suspended from the room or ceiling of the room without prior approval of the hotel.
- 5.9 - No advertisement, notice, sign, decoration, flag, emblem or device referring to the function may be attached to or displayed in or about the interior of The Hotel without prior approval of The Hotel. No external advertising or signage allowed.
- 5.10 - The Company undertakes to conduct the function in an orderly manner in full compliance with rules of The Hotel management and with all applicable legislation.
- 5.11 - If for any reason beyond its control, The Hotel fails to make available the rooms reserved for the Company or to provide any of the agreed goods or services, it shall not be liable for any resulting loss or damage suffered by the Company; and, without prejudice to the generality of the foregoing, The Hotel shall in no event be liable to loss or damage caused by labour disputes, power failure, government regulations or act of God.
- 5.12 - Any extension may incur additional charges. A reduced time will not result in any reduction of the charges being levied and the Client will be charged on the basis of the time shown in the contract
- 5.13 - The Client and persons attending the function room will:
- Comply with all licensing, health and safety and other regulations relating to the Hotel
 - In the event of a Fire Evacuation all procedures and regulations must be followed.
- 5.14 - A liquor license extension is necessary for all events taking place outside all normal licensing hours. Depending upon the closing time of the event, an extra charge may be made for such an extension. The Hotel provides no guarantee an extension will be granted and whilst we will use our own reasonable endeavours to obtain such an extension, any refusal shall not entitle the Client to terminate the contract.
- 5.15 - The client and persons attending the function may only leave goods in the hotel post event, (subject to the Conference Managers approval) Manager for a maximum of 36 hours. During this time the Hotel take no responsibility for any lost or damaged goods.

6. CANCELLATION BY THE HOTEL

- 6.1 - The Hotel reserves the right to cancel the booking if it is subsequently found that it might be prejudicial to the reputation of the Hotel. The Hotel will refund all advance payments made but will have no further liability to the Company.
- 6.2 - The Hotel reserves the right to cancel the booking if the Company is more than 14 days in arrears with any payment to the Hotel: or If the Company becomes insolvent or enters into liquidation or receivership.

7. THIRD PARTY

- 7.1 - Where the Company requests the Hotel to arrange for the provision by third parties of goods and services on the Company's behalf, the Hotel shall do so as the Company's agent and the Company shall be liable for all charges and liabilities in respect thereof and fully indemnify the Hotel of the same.
- 7.2 - The Company shall not be entitled to assign the Agreement to any third party nor utilise the accommodation for any group other than stated in the Agreement without the Hotel's prior written consent.
- 7.3 - The Agreement is between the Hotel and the Company, and the Company undertakes that it is not entering into the agreement on behalf of any third party.
- 7.4 - No variation to the agreement shall be effective unless in writing and signed on behalf of both the Hotel and the Company. These conditions shall prevail over any standard conditions, which might otherwise apply.
- 7.5 - Any waiver, breach, declaration of invalidity of any of these terms and conditions does not constitute waiver, breach or invalidity of any of the other terms, which shall continue in full force and effect.
- 7.6 - Our signature overleaf constitutes acceptance of these terms and conditions and this agreement supersedes the terms of any previous agreement made between us relating to the same subject matter.
- 7.7 - Jersey law governs this contract and the parties submit to the non-exclusive jurisdiction of the Jersey courts.

8. AGENT COMMISSIONS

- 8.1 - Agent commission is payable after the event and applies to pre-booked function items (room hire, food and drinks) and bedrooms with the exception of AV equipment and any third party services. Commission payment is paid on Net Rates and is processed via WPS. Please log onto www.WPSnetwork.com for further details. Commission deducted from either deposits or final payment is not acceptable. Commission is only payable to Agents with a valid IATA or TIDS number.

9. GENERAL

- 9.1 - "The Rezidor Hotel Group and the Hotel grant a limited, royalty free license for the use of the "Radisson Blu" Brand and Marks subject to prior written approval by Rezidor and/or the Hotel for use in printed media only. Use of the Brand and Marks is strictly prohibited in connection with any radio, television or internet marketing or advertising including the use of the Brand in conjunction with paid listings in search engines, meta tags, keywords, links and any other means intended to influence search engine results for internet searches invoking the Brand. The Hotel reserves the right to terminate this agreement on ten (10) days notice on any breach of this clause".
- 9.2 - This agreement shall be governed by Jersey Law and the services provided by The Hotel shall be provided on these conditions.
- 9.3 - All bookings are considered as provisional until both the Client and the Hotel sign the contract. Once both parties have signed the contract, all such provisions reserved on the Client's behalf will be subject to the terms & conditions of the contract.

9.4 - Subject to its liability under the Hotel Proprietors Act 1956, the Hotel will not be liable or responsible for any jewellery, luggage, clothing or other property of the Client brought onto the Hotel by the Client, Client's employees, guests, customers or invitees.

9.5 - Owned by Radisson Blu Waterfront Hotel, Jersey, Rue De L'Etou, St Helier, JERSEY, JE2 3WF, Channel Islands. Reg No: 97217

Signed

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Revenue Manager

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Name

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M&E /Reservations Contact

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Title

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Date

.....
Date

FOR THE HOTEL

FOR THE COMPANY