

# BOOKING TERMS & CONDITIONS

## 1. Interpretation

In these Conditions and an Event Contract:

- 1.1 "Client", "you or your" means the person or other body who reserves a services from the Company.
- 1.2 "Company" means Speciality Hotel Group, registered office currently at Braid Hills Hotel, 134 Braid Road, Edinburgh, EH10 6JD.
- 1.3 "Enquiry" means that you have made an initial enquiry for services and been provided with a no obligation quotation.
- 1.4 "Proposal" means that a proposal has been issued to you but there is no binding contract.
- 1.5 "Provisional" means a verbal Confirmed booking binding on the Client but which may be cancelled by us until such times as the Event Contract is signed and returned to us subject to Condition 3 hereof
- 1.6 "Confirmed" means that your booking has been accepted and there is a binding contract subject to these conditions.
- 1.7 "Venue" refers to Braid Hills Hotel, registered office currently at Braid Hills Hotel, 134 Braid Road, Edinburgh, EH10 6JD.
- 1.8 "Conditions" means the terms and conditions of business set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Client and the Company.
- 1.9 "Arrival" means the first date for which the reservation of the Room or services are made.
- 1.10 "Writing" includes email as a comparable means of communication.
- 1.11 "we", "our" and "us" means Braid Hills Hotel.
- 1.12 "Event" means the event specified on the Event Contract.
- 1.13 "Event Contract" means an event contract signed by you which incorporates these Conditions setting out details of the Event, the charges payable by you and any additional services required by you. In the event of any ambiguity between the Event Contract and these Conditions, the Event Contract shall prevail.

## 2. Charges & Payment

- 2.1 An advance non refundable/non transferable deposit is required for all bookings that do not have a credit account set up with Speciality Hotel Group.
- 2.2 Where pre-payment is required, as set out in the Event Contract, this must be cleared in our bank account by the due date as set out on the Event Contract and is non-refundable. V.A.T. will be charged at the prevailing rate at the time of payment.
- 2.3 If payment is not received by 28 days after the due date, the Venue will deem the Event Contract cancelled and the cancellation fees as detailed in clause 6 will become payable.
- 2.3 We require at least 14 days notice prior to the Event to arrange any credit facilities and reserve the right to refuse to extend credit facilities to you. Credit accounts must not exceed their limit, as set by us, at any time.
- 2.4 Payment is due in respect of the outstanding balance of a credit account 14 days following the date of our invoice. All Events and bookings are quoted and payable in pounds sterling.
- 2.5 Billing for an Event will be based on actual numbers in attendance or minimum numbers as set out in the Event Contract, whichever is greater.
- 2.6 You are also responsible to pay within 14 days of the issue of our invoice (in respect of the Event), for all food, beverages and other services requested by you, your employees, guests, customers, clients or invitees during the Event, as set out in the Event Contract except if you have instructed us in Writing to obtain cash settlement from persons requesting food, beverages or other services.
- 2.7 Personal or business cheques may be used as a method of payment when received at least 21 days prior to your Event Date. Cheques will not be accepted to settle a payment on the Event Day.
- 2.8 If there are genuine queries on any part of the Event Contract or our invoice, you will pay the undisputed balance of the sum owing on the date due and the remainder on resolution of the query.

## 3. Confirmation by You

- 3.1 All bookings are Provisional until the Event Contract is signed by you and returned to us. Until then we reserve the right to cancel a provisional booking and re-let the facilities reserved for the Event.
- 3.2 The Event Contract must be signed by or on behalf of the Client who will be making payment for products/services provided by us.
- 3.3 Final timings, menus and any special requests must be confirmed to us, in Writing, at least 14 days prior to the Event.

## 4. Guest Numbers

- 4.1 The Event Contract shall specify the 'anticipated' number of guests you expect to attend the Event and the 'minimum' number of guests we will accept for the Event.
- 4.2 The 'final' number of guests attending shall be the 'anticipated' number of guests as shown in the Event Contract or such other number as notified in writing at least 3 working days prior to the Arrival date of the Event.
- 4.3 The chargeable amount will be calculated according to the highest of either the 'minimum' number or 'final' number or 'actual' number of guests attending the Event.
- 4.4 The Event space allocated is dependent on guest numbers. If either the 'anticipated' or 'final' numbers drop below the 'minimum' number, the Company reserves the right to:
  - a. change the Event space allocated.
  - b. relocate the Event to an alternative company venue, or,
  - c. implement additional charges.

## 5. Amendments by You

- 5.1 Amendments to guest numbers and or other arrangements after the Event Contract has been signed must be confirmed to us in Writing.
- 5.2 In the event that the number attending the Event exceeds the number advised at the time of booking, we shall use our reasonable endeavours to provide service if required, for the increased numbers. We reserve the right to levy additional charges to the agreed rate per guest, or per Room, for such increased numbers.
- 5.3 Reduction in the duration or contracted value of the Event will be subject to our cancellation policy, as set out in the Event Contract and clause 6 of these Conditions.

## 6. Cancellation

- 6.1 If you cancel a Confirmed booking or part of a booking (eg. duration of Event, hire of space), cancellation charges will apply as specified in this clause 6.
- 6.2 Cancellation should be advised to the Venue verbally in the first instance and then must be received in Writing from the Client and will take effect from date of receipt by the Company.
- 6.3 All charges will be based on guest numbers and rates stated in the Event Contract. If no specific rates are stated, the prevailing rate for such services and/or products available at the Venue will be applied. Should the total number of guests increase at any time after entering into an Event Contract, the new applicable number of guests will automatically supersede the previous. Should guest numbers decrease at any time after entering into an Event Contract, the previous applicable number of guests will remain the same.
- 6.4 If an event is Cancelled the Venue will impose a Cancellation charge which shall be calculated as a percentage of the revenue below for the total amount of your Event:

Notice Provided	Cancellation Charge
In excess of 6 Months	30%
6-2 Months Prior	60%
2 Months or Less	90%

No monies paid or deposits will be refunded.

- 6.5 All cancellations will be charged for the 'final' or 'minimum' numbers whichever is greater and will exclude VAT at 20%.
- 6.6 The Client must reimburse the Venue for any expenditure incurred in respect of any cancelled booking including any costs, charges or penalties as a result of having to make consequential cancellation of arrangements with third parties in relation to the Event.
- 6.7 Should we for reasons beyond our control need to make any amendments to your booking, we reserve the right to nominate alternative facilities within the Company for the Event.
- 6.8 If you make significant changes to the Event, in terms of numbers and/or dates, as set out in the Event Contract this may result in amendments in the applicable rates and/or facilities offered by us in relation to the new criteria.
- 6.9 An Event Contract may be cancelled by us, without penalty or liability, if in our opinion your presence would pose a risk to the safety of the other guests in the Venue or the public at large, or would result in the Venue violating any law, licence or permit.
- 6.10 The Company may cancel a booking at any time and cancellation charges will be incurred by you, if:-
  - a. the booking might, in the opinion of the Company, prejudice the

reputation of the Company, or  
b. the Client is more than 30 days in arrears of previous payments to the Company, or  
c. the Company becomes aware of any alteration in the Client's financial situation, which in the Company's opinion would adversely affect the Client's ability to pay the Event Contract price.

### **7. Commission**

7.1 The Company will only pay commission to registered bona fide conference / venue / travel agencies.

7.2 Commission will only be paid to a certified agent where:-

a. the initial enquiry to the Company was made by the agent and  
b. where the subsequent signed Event Contract is received from the same agent.

7.3 If two or more agencies are involved in the enquiry and booking process, commission will only be paid to the agency selected by the Client at the time of entering into the Event Contract and notified to the Venue in Writing.

7.4 Commission is payable on pre-booked food and beverages only, based on the 'final' number of guests confirmed and as per the commission percentage stated on the Event Contract.

7.5 Commission is payable on receipt of invoice only.

7.6 Commission claimed on cancellation shall only be paid on receipt of settlement of the cancellation charges by the Client.

### **8. Use of the Venues' Facilities**

8.1 Any meeting space as part of the Event is available at the times stated in the Event Contract. Any extension may incur additional charges. A reduced time will not result in any reduction of the charges being levied and you will be charged on the basis of the time agreed as stated in the Event Contract.

8.2 You and persons attending the Event shall:

a. comply with all licensing, health and safety and other regulations relating to the Venue.  
b. not carry out any electrical or other works at the Venue, including amplification and lighting, without our prior written consent.  
c. not bring any dangerous or hazardous items into the Venue.  
d. not consume any food or drink at the Venue not supplied by the Venue or its authorised caterers, without the Venues' prior written consent.  
e. not act in an improper or disorderly manner, leave promptly at the appropriate time and comply with any reasonable requests of our employees.

8.3 Should any of the delegates or outside speakers or entertainers be unable to correct any aspect of poor behaviour or activities unacceptable to the Venue, or other guests, the Venue reserves the right to terminate your stay. Should this occur, no monies will be refunded to you.

8.4 Decorations or displays brought into the Venue by you must be approved prior to Arrival by the Venue's Manager. It is our policy that items may not be attached to any fixed walls with nails, staples, tape or any other substance. The client shall not erect any display or use non-venue equipment on the premises without obtaining consent of the Venue Manager.

### **9. Liability**

9.1 The venue accepts no liability for loss or damage to property owned by, or in the custody of the clients or guests while that property is on the premises. The client is advised to arrange appropriate insurance cover and to take care of personal belongings at all times.

### **10. General**

10.1 The costs of repairing any damage caused to any Venue property, contents or grounds by any of your guests, must be reimbursed to the Company by the Client.

10.2 The Venue will not be liable for any failure to provide or delay in providing facilities, services, food or beverages as a result of events or matters outside its control.

10.3 The Venue's name/logo may be used in publicity, only with the Company's prior written consent and once a proof of the promotional material has been agreed with the Company.

10.4 The Client is responsible for ensuring that any band or musician employed by them complies with statutory requirements and the requirements of the management.

10.5 The Company must comply with certain licensing and statutory regulations and require the Client to fulfil their obligations in this respect.

10.6 Prices quoted include VAT unless otherwise specified. This shall be at the rate prevailing when the Event Contract was prepared and is subject to alteration should the rate change.

10.7 Prior authorisation must be given to the Company for any filing, photography or press involvement for any event or Venue Management may have the right to refuse entry.

### **11. Frustration of the Event Contract**

11.1 We shall not be deemed to be in breach of this Agreement, or otherwise be liable to you, by reason of any delay in performance, or non-performance, of any of our obligations hereunder to the extent that such a delay or non-performance is due to any circumstances beyond our reasonable control (and this includes but is not limited to government interventions, strikes or labour disputes, actions, acts of God, national or local disasters or war) and of which we have notified you and the time for performance of that obligation shall be extended accordingly. The Company will offer alternative facilities if available, failing which, Braid hills Hotel shall cancel the contract.

11.2 An Event Contract is non-transferable and shall be governed by Scottish law and you submit to the non-exclusive jurisdiction of the Scottish Courts.