

## Definitions

1. 'The Client' means the person, firm, company or organization making the booking. 'The hotel' refers to any hotel or Property owned and operated by the company.
2. 'The Company' means the Terraces Hotels Co Ltd, trading as Terraces Hotel.
3. 'The Hotel' means Terraces Hotel.
4. Words importing the singular number shall include the plural number; words importing the plural number shall include the singular number.
5. For the purpose of these Terms and Conditions a booking is the provision by the Company either individually or by combination, of overnight accommodation, food, conference facilities and special function facilities and related services.
6. For the purpose of these Terms and Conditions a booking is for the period stated on the booking form, confirmation letter, fax or email. The first date of such a period being referred to in these Terms and Conditions as the 'Commencement Date'.

## Contract

7. No booking shall be binding by the Company until it has been accepted in writing by the Company and the Company has received the Client's deposit or written confirmation.
8. Unless otherwise agreed by the Company in writing, the price paid for the booking shall be the current price of the Company at the date of the stay, function date or conference date.

## General

9. These conditions shall apply to the booking to the exclusion of any other terms and conditions and the provisions of these conditions shall prevail unless expressly varied in writing and signed by a Director of the Company. Any concession made or latitude allowed by the Company to the Client shall not affect the strict rights of the Company under these conditions. If in any particular case of these conditions shall be or held to be invalid or shall not apply to the booking the other conditions shall continue in full force and effect.
10. A provisional booking shall be secured on receipt of the deposit specified by the Company at the time of the booking. The deposit must be received by the Company within 7 days from the date of booking, failing this the Company shall be entitled to cancel the provisional booking.
11. For corporate bookings written confirmation of the booking on the letter headed paper concerned is required.
12. Credit references may be required by the Company for corporate bookings.
13. For conferences and other bookings, including but not limited to weddings and banquets, an indication of the number of people attending must be given by the Client at the time of booking. For functions, weddings or conferences a room hire charge may be applicable if minimum numbers (of 60 sixty) are not adhered to by the client, this may vary depending on the type of function and catering arrangements being provided by the client.
14. For all bookings requiring overnight accommodation a rooming list must be received by the Company seven days prior to the conference or function date. Any adjustment to the final numbers for all bookings attending must reach the Company at least seven working days prior to the date of the event. This will be the minimum number on which the Client charges will be based. This may increase the agreed prices in which the booking was based. If numbers attending are above minimum numbers agreed a charge at the appropriate rate would be charged.
15. Day and residential conference packages are based on a minimum booking of ten people. Booking of less than ten are charged at the individual rate.
16. Publicity for functions at the hotel must be agreed by the Company in advance and should be of such a standard as the Company may determine in order to reflect the quality of the hotel.
17. Children occupying separate rooms will be charged the adult tariff.
18. No stands, displays or signs may be erected at the hotel without the prior written agreement of the Hotel Manager.
19. Bookings are personal to the Client and may not be assigned or transferred by the Client.
20. Tariff's and Menu prices can alter without prior notice and can only be guaranteed at the time that final arrangements are confirmed or within four weeks of the date of the booking.

## Deposits

21. All deposits are non-refundable and can be paid by, Credit Card (Master Card, Visa) Debit Card (Switch or Delta), or Cheque. Payments by credit card will be subject to 2.5% handling charge when the account is over £500.00. We do not accept American Express.

## Payment of accounts

22. Balance of room accounts are payable in full by the Client at the hotel on conclusion of the stay. For banqueting an intermediate payment of a further £500.00 every six months up to 75% of the total estimated account is to be made six months prior to the wedding / function date and the balance made in full - (14) days prior to the event when all numbers and final details are finalised.

## Booking cancellation:

Functions & Conferences and Bedrooms

23. By the Client: Bookings may only be cancelled by the Client by giving notice to the Company and on cancellation the following terms will apply as from receipt of written confirmation by the Company of cancellation.

- 23.1 Where **Group, Banqueting or Meeting room** is cancelled by the client:

23.2 All deposits are non-refundable.

23.3 Anything between the date of the deposit being paid and six months prior to the function commencement date 80% of the total revenue that would be generated by the booking including estimated beverage consumption during the event. This charge will be offset in whole or part should the hotel be able to re-let the same rooms, food, bar and facilities.

23.4 After six months of the function date the total revenue that would be generated by the booking including estimated beverage consumption during the event.

23.5 **Bedroom deposits and cancellation:** A £40.00 per room per night non-refundable deposit will be taken on booking. Bookings cancelled within 48 hours of arrival will have the first night charged in full plus the deposit will be lost. Bookings cancelled prior to 48 hours of arrival will lose the deposit; no further charge will be incurred.

23.6 By the Hotel. The hotel is required to cancel the Event by public authority if the Hotel or any part of it is closed or damaged due to circumstances beyond its reasonable control

## Insurance

24. We strongly advise that insurance is taken out. Details of this insurance can be provided by contacting your insurance company or the Hotel. (Tel: 0162 082 6513)

## Equipment

25 The following conditions apply to equipment brought to the Hotel by the Client.

25.1 The Client must obtain the Hotel's prior written agreement to the use of all materials ('Equipment') brought to the hotel by themselves or by a third party.

25.2 Equipment must comply with any current regulations enforced at the time.

25.3 The Client agrees to pay the Hotel's charges for any and all electricity used in connection with the Equipment that are additional to those normally expected, i.e., heating, lighting and small electrical equipment e.g., computers, faxes.

25.4 The Hotel does not accept responsibility for the Client's Equipment.

25.5 No incendiary/explosive devices may be brought within the Hotel or grounds.

## Dogs

26. Clients who wish to bring a dog to the Hotel must seek the prior agreement of the Hotel Manager. When dogs are accepted at the Hotel a charge £ 10.00 per night will be made.

## Vat

27. All sums stated in these conditions are exclusive of VAT at the prevailing rate that (if applicable) will be charged by the Company and payable by the Client.

## Consequential loss

28. The Company shall not be liable for any costs, claims, damages or expenses arising out of any negligence or any act or omission or any breach of contract or statutory duty calculated by reference to profits, income production or accruals or any other consequential loss of whatsoever nature.

## Default or insolvencies of the client

29. If the Client shall be in breach of any of its obligations under these conditions or if the Buyer shall commit any act of bankruptcy or if any bankruptcy petition be presented against him or (if the Client is a Company) if any resolution or petition to wind up such company be passed or presented or if the receiver, administrative receiver or administrator of the whole or any part of such company's undertaking property or assets shall be appointed the Company in its discretion and without prejudice to any other right or claim may, by notice in writing, determine wholly or in part any and every booking between the Company and the Client.

## Limitation of liability

30. The aggregate liability of the Company (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to the Client for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the booking.

## Representations

31. No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the Company's agents or employees shall be construed to enlarge, vary or override in any way any of these conditions.

## Force majeure

32. The Company shall be entitled to delay or cancel the booking if and to the extent that it is prevented from or hindered in or delayed in providing the booking through any circumstances beyond its control including (but not limited to) strikes, accidents, lock outs, war fire reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage unavailability of raw materials from normal sources of supply.

## Proper law

33. The booking shall in all respects be governed by and construed in accordance with Scottish Law and shall be deemed to have been made in Scotland and the parties submit to the non-exclusive jurisdiction of the Scottish Courts.