

Terms and Conditions

These Conditions apply to all Contracts for the provision of goods and services for group accommodation, conferences, functions and other events. They exclude all other terms and conditions from any promotional literature, or additions applied by the Client. Please read these conditions carefully in order to avoid any misunderstandings regarding the terms on which reservations are accepted.

In these conditions, terms used with an upper-case initial letter have special defined meanings. Some of these are listed in Clause 18. Others are defined when they are first used.

Any amendment or change to the Agreement shall have no effect unless agreed upon in a writing that refers specifically to the Agreement and is executed by duly authorised representatives of both parties.

1. Confirmations and Guest Numbers

The Agreement must be returned by the Client and received by the Hotel within five working days of the date of issue. If the Hotel does not receive the Agreement within this period, the Hotel reserves the right to review the initial rates quoted or release the tentative booking and re-let the facilities.

The final details of the Event (such as final timings, menus and special requests) must be confirmed at least ten Working Days before the Event. The Client must inform the Hotel of the Final Number at least three Working Days before the Event. This Final Number will override the Likely Number specified but will not affect the Minimum Number/Spend. The Client shall provide the Hotel with details of the nature and agenda of the Event, names of guests and relevant third parties, upon request.

Should the client make significant changes to the programme or the expected number of delegates, the Hotel reserves the right to amend the rates, rooms and/or facilities offered.

2. Payment

2.1 Price: The price for the Event shall be calculated as stated on the Booking Form in Pounds Sterling (GBP) and is inclusive of VAT. The Client guarantees the Minimum Spend or the Minimum Number will attend the Event (as applicable) and the Hotel has calculated its charges on this basis. The amount payable by the Client will therefore be calculated according to the highest of (a) the Minimum Number/Spend (b) the Final Number or (c) the number who actually attend the Event.

2.2 Extras: The Client shall pay by credit or debit card for any food and beverages or other goods and/or services not provided for in the Agreement or otherwise in correspondence but made available upon request of the Client on the day of the Event. In such cases, if not paid on the day of the event, the credit card used to make the booking shall be charged accordingly.

2.3 Price Variations: In the event of circumstances beyond the Hotel's control (including, but not limited to, increases in the standard rate of VAT), the Hotel reserves the right to vary the prices specified in the Agreement to an extent that reflects such circumstances.

2.4 Payment: All payments must be made in Pounds Sterling (GBP) to the Hotel. The Client must make the payment(s) specified in the Contract under billing instructions.

2.5 Credit accounts: Where the events contracted spend is in excess of £500, credit facilities with Richmond Hill Hotel Operations Ltd can be requested. Completed applications, including two trade references must be submitted at least 21 days prior to your event and accounts cannot be forwarded without prior arrangement.

We reserve the right to re-check your credit status at any time before your event arrival date and reserve the right to request additional deposit/pre-payments should we find there to be a negative change in your financial status.

If credit is granted, any outstanding balance must be settled 30 days from final invoice, after this date the hotel will be entitled to levy interest charges on monies owed at a rate of 1% above base rate, per calendar month. In the event of dispute, all items should be settled within 14 days of resolution, thereafter, interest charges of 1% above base rate per calendar month will be applicable.

2.6 Non-credit accounts and Deposits: In the instance that credit is not secured against the event full pre-payment will be required as detailed below. If credit facilities are not agreed with Richmond Hill Hotel Operations Ltd the following will apply:

If the event is taking place within 28 days of Contract request, full pre-payment of total anticipated revenue is required.

If the event is taking place more than 28 days prior to issue of Contract a 25% deposit is required within 5 working days of request and the remainder at least 21 days prior to arrival date.

No later than 7 days prior to arrival date, credit card details are required to secure any master account charges or any additional items/services requested on-site. The credit card supplied will be pre-authorised on your arrival and payment debited upon departure. Failure to provide card details will prevent the pre-order of any additional items after the date final pre-payment is requested, any extras taken on site will be on a pay as you go basis. Deposits are neither refundable nor transferable.

2.7 Invoice Disputes: If the Client has a bona fide dispute in respect of the whole or part of an invoice, it shall notify the Hotel within 5 Working Days of the receipt of the invoice and should not delay immediate payment of the outstanding balance. Should the Client fail to pay any such invoices within 5 Working Days of their due date, the Hotel may treat the Booking as having been cancelled by the Client. The parties shall co-operate in good faith to resolve the dispute over any invoice as amicably and promptly as possible and on settlement of any dispute the Client shall make the appropriate payment.

3. Cancellation by Client

3.1 If the Client wishes to cancel the Event or cancel the reservation in part or in whole, the Client must advise the Hotel verbally, followed by in writing. Cancellation is effective, final and binding on the working day it is received in writing and any notice of cancellation received out of the hours of 9am and 5pm shall be deemed made on the next Working Day. Any postponement of any Event shall be considered as a cancellation under this Clause 3.

3.2 If the Client cancels a Booking, the Hotel will charge a cancellation fee. This cancellation fee shall be a percentage of the charges payable in respect of the Minimum Number/Spend according to the Cancellation Notice as set out below. If the Event is cancelled less than 3 Working Days before the Event, the Hotel is entitled to charge according to the Final Number, if higher than the Contract Minimum.

Cancellation Notice:
Over 133 days 10%
133 - 91 days 25%
90 days - 30 days 50%
29 days - 8 days 80%
7 days or less 98%

3.3 Any delegates who do not arrive, or who depart early will be charged at 100% of the agreed rate.

3.4 In addition to the cancellation fees due under Conditions 3.2 and 3.3, the Client must reimburse the Hotel (on an indemnity basis) for any expenditure incurred in respect of any cancelled Event including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the Event.

3.5 The Hotel shall reimburse any remaining balance to the Client onto the credit card used for the original booking in the event of cancellation.

4. Cancellation by the Hotel

4.1 The Hotel may cancel the Booking:

4.1.1 if the booking might prejudice the reputation of the Hotel;

4.1.2 If payment is not received

4.1.3 If the Hotel becomes aware of any deterioration in the Client's financial situation such that the Hotel reasonably considers the Client may not be able to fulfil its material obligations under the Contract

4.2 The Hotel may charge the cancellation fees provided in Clause 3 in the event of any cancellation under this Clause 4.

5. Changes by Hotel

The Hotel reserves the right to change the Client's assigned function room(s) for one of equal suitability if the Hotel has reasonable commercial or operational reasons for so doing (including, but not limited to, the carrying out of works on the relevant room or such room being otherwise unavailable).

6. Outside Services

6.1 The prior consent of the Hotel must be obtained for any entertainment or services contracted for the Event by the Client, all of which must comply with any statutory codes and regulations.

6.2 It shall be the responsibility of the Client to ensure that, where applicable, Performing Rights Society forms and Phonographic Performance Limited forms are completed by any band or musicians employed by the Client.

6.3 Client shall indemnify The Hotel for any loss or damage resulting from the acts or omissions of such third party suppliers.

7. Etiquette

7.1 The Hotel reserves the right to judge acceptable levels of noise or behaviour of the Client, its guests, representatives or contractors (including, but not limited to, persons engaged by the Client to provide entertainment or other services). The Client must ensure compliance with the Hotel's direction as to noise or behaviour.

7.2 The Hotel reserves the right generally:

7.2.1 To exclude or eject any person from the Event or the Hotel if it considers such person to be objectionable.

7.2.2 To terminate the Contract and stop the Event without liability to any refund or compensation, if necessary, to prevent or terminate unacceptable noise or behaviour.

7.3 The Client shall indemnify the Hotel against all and any losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by the Client arising out of any exclusion, ejection, termination or stopping under Clause 7.2 or the circumstances giving rise thereto.

7.4 The Client shall be responsible to The Hotel for any damage caused to the allocated rooms or the furnishings, utensils and equipment therein or to The Hotel generally by any act, default or neglect of the Client or any sub-contractor, employee or guest of the Client and shall pay to The Hotel on demand the amount required to make good or remedy any such damage.

8. Health & Safety

The Client must fully comply (and ensure the full compliance of its sub-contractors, employees and guests) with the Hotel's Health & Safety policy, a copy of which is available on request from the Hotel.

9. Corkage

No wines, spirits, food or beverage may be brought into the Hotel or grounds by or on behalf of the Client or any guests for consumption on the Hotel premises, unless the prior consent of the Hotel has been obtained, for which a charge will be made.

10. Liability of the Hotel

10.1 This Clause 10 sets out The Hotel's entire liability in respect of any breach of these Conditions or the Agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

10.2 The Hotel shall not be liable, whether in contract, tort (including negligence) or otherwise for any indirect loss however arising.

10.3 In no event will The Hotel's liability for any loss or damage in contract or tort (including negligence) or howsoever otherwise arising, exceed the total amount paid by the Client for the Event.

10.4 Nothing in these Conditions shall exclude or restrict either party's liability in respect of death or personal injury resulting from its negligence, or for fraudulent misrepresentation.

10.5 The Hotel will assist the Client, where reasonably possible, with the storage of equipment, however, the Hotel does not accept any liability for loss or damage to any item of equipment, furniture, stock or the like, left in storage. We request prompt collection of items following your event and any stored items will be held for a maximum of 7 days only following your event – following this all items will be discarded. The Hotel will not accept liability for equipment provided by exhibitors.

11. Force Majeure

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to Acts of God, fire, floods, explosions, earthquakes, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labour disturbances, pandemics, or acts, omissions or delays in acting by any governmental authority; provided always that such failure or delay is without the fault or negligence of the Party so failing or delaying and that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. In such event the Party so failing or delaying will immediately notify the other Party of such inability to perform and of the period for which such inability is expected to continue. The Parties shall mutually seek a resolution of the delay or the failure to perform and to the extent possible; each Party will use reasonable efforts to minimize the duration of any force majeure.

11.1 MIA COVID-19 specific booking contract clause: Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government.

The parties agree to communicate without delay any issues they may have in performing their obligation under this agreement. You (organiser) acknowledge that COVID-19 may require us to take one or more of the following measures for safety of our staff and the safety of delegates attending the event to which this booking relates:

- i. Impose maximum delegate numbers at the event.
- ii. Limit food or drink availability.
- iii. Impose specific requirements regarding person protective equipment such as the wearing of masks.
- iv. Restrict the number of overnight stays if applicable; and/or
- v. Limit any planned entertainment for your event.
- vi. Designate alternative/additional event space within the venue.
- vii. Designate alternative entrance and exit routes.

In some circumstances, we may consider revising your booking fee.

If we are obliged due to specific Government restriction, to close our venue, we may offer you an alternative date for the event but if this cannot be agreed the booking will be deemed cancelled and your deposit will be returned in full with no further payment required.

12. General

12.1 Agents: Should the Client contract with The Hotel through an Agent, the Agent acts in that capacity for the Client, and not The Hotel. The Client accepts full responsibility for the payment of The Hotel's account.

12.2 Governing Law and Jurisdiction: The Contract shall be governed by and construed in all respects in accordance with the laws of England. The Agreement does not affect any Rights that the Client may have under the Hotel Proprietors Act 1956 where that Act applies. The courts of England have exclusive jurisdiction, in relation to all matters arising under the Agreement.

12.4 Time is of the Essence: For all payment obligations under these Conditions, time shall be of the essence.

12.3 Assignment: The Agreement shall not be assignable by the Client, but may be assigned by the Hotel.

12.4 Intellectual Property: The Client shall not use any of The Hotel's trademarks or intellectual property without our prior written consent.

12.5 Entire Agreement: The Agreement sets out the entire agreement and understanding between the Client and the Hotel and shall supersede and replace all documentation previously issued by either party in relation to its subject matter.

12.6 Waiver: No waiver by the Hotel of any breach of this Agreement by the Client shall prevent the subsequent enforcement of the Agreement.

12.7 Validity: If at any time any one or more of these Conditions is held to be or becomes void or unenforceable, it shall be omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

13. Definitions

13.1 "Agreement" means the written agreement between The Hotel and the Client for a specific booking or series of bookings.

13.2 "Booking" means a booking under a Contract.

13.3 "Booking Form" means the document containing all the Event details.

- 13.3 "Cancellation Date" means the Working Day on which The Hotel receives written notice of cancellation.
- 13.4 "Cancellation Notice" means the number of clear days (that is not counting the Cancellation Date and the date of the Event) between the Cancellation Date and the date of the Event.
- 13.5 "Client" means the person, firm or company responsible for commissioning and payment of the Event.
- 13.6 "Contract" means the written agreement between the Hotel and the Client for a specific booking or series of bookings.
- 13.7 "Event" means the event or function specified in the Agreement.
- 13.8 "Final Number" means the number of guests confirmed as attending the Event by the Client 3 days before the Event.
- 13.9 "Hotel" means the property for which this Contract has been agreed and/or as appropriate under the Richmond Hill (Operations) Ltd whose registered office is Weston Centre, 10 Grosvenor Street, London W1K 4QY.
- 13.10 "Likely Number" means the number of guests stated in the Booking Form as likely to attend the Event.
- 13.11 "Minimum Number" means the lowest number of guests irrespective of the numbers that attend the Event for which payment will be made as set out in the Booking Form.
- 13.12 "Minimum Spend" means the minimum payment for the Event due from the Client.
- 13.13 "Working Day" means Monday to Friday excluding bank holidays and other public holidays.

Signed for and on behalf of the Client

Signed..... Name.....

Position..... Date

Signed for and on behalf of The Richmond Hill

Signed..... Name

Position..... Date.....

Please keep a copy of this agreement for your records. In the event that a fully signed contract is not received 7 days after the issue date then this contract may become invalid and subject to re-negotiation rates.