

## **Metropole Hotel and Spa Meetings & Events Terms and Conditions**

### **Crest Corporate Booking Contract | Terms & Conditions**

**Disclaimer:** If the contract is not returned but the event is perceived to be proceeding, this will be considered acceptance of all terms and conditions outlined in the contract below.

These terms and conditions ("Terms") apply to the agreement between The Metropole Hotel ("the Hotel") and its clients. They govern all reservations, bookings, and agreements for accommodation, dining, function room hire, and use of all facilities at the Hotel.

#### **Booking**

All bookings are treated as provisional and will be automatically released within seven days from the date the provisional booking was made unless confirmed by the Hotel. Confirmation requires receipt of a signed copy of this contract along with any required deposit.

#### **Availability**

All the rooms, facilities and rates offered by the Hotel are subject to availability at the time of the booking. The Hotel reserves the right to relocate the Event to an alternative hotel or room of a similar standard in the same locality or within the same Hotel, should the Hotel not have a room available on the dates of the Event.

#### **Prices Quoted**

Please note all prices quoted are confirmed based on the above requirements and are inclusive of VAT at 20%. Where a bedroom rate is quoted, these are based per room, per night single occupancy unless otherwise specified. If at any point the government amends the rate that VAT is charged over the period of your booking; the hotel will recalculate the prices in accordance.

#### **Arrival & Departure**

The Hotel's facilities will be available as per your confirmed booking requirements, 30 minutes prior to and after the scheduled start and finish times. Extensions for early arrival or late departure must be agreed with the Hotel prior to the Event, in writing and a supplementary charge maybe payable.

#### **Accommodation Check In/Check Out Times**

Check-in is to be after 16.00pm on day of arrival and check-out before 11.00am on day of departure unless otherwise agreed by the Hotel.

#### **Event Amendments & Minimum Numbers Policy**

When you book your event, we will agree on the **Minimum Numbers**, which are typically **10% lower** than your confirmed booking for both delegates and accommodations.

## **Adjusting Your Booking**

- **Up to 6 months before arrival:** You may amend delegate and accommodation numbers at no charge, and a new contract will be issued with a new minimum chargeable number agreement.
- **Between 6 months and 14 days prior to arrival:** You may reduce delegate and accommodation numbers by up to 10% (based on the newly contracted numbers).
- **Within 14 days of arrival:** Any further reductions will be charged in full.

## **Changes to Function Room Allocation**

If your numbers decrease, the Hotel reserves the right to reallocate your event space to one that better suits the revised group size.

## **Increasing Numbers**

If you wish to increase your numbers, this will be subject to availability and at the discretion of the Hotel. Any additional delegates or accommodations will be charged accordingly.

## **Full Cancellation Policy**

(All deposits paid to the hotel are non-refundable)

The Hotel shall not be held liable for any cancellation charges if the event is unable to take place due to circumstances beyond its reasonable control, including but not limited to extreme weather conditions, government or health board advice, directives from political authorities, epidemics, pandemics, or other unforeseeable emergencies. The below applies only on the full cancellation of an event. The cancellation terms and conditions for accommodation only apply if bedrooms are being held as a part of this event. The corresponding terms and conditions are highlighted below based on the contracted number of delegates agreed.

## **Day Delegate Cancellation Policy**

### **Up to 50 Delegates**

- Up to 3 months before arrival: No charge for cancellations.
- Between 3 months and 14 days before arrival: A 20% cancellation fee will apply to the total booking amount.
- Less than 14 days before arrival: A 100% cancellation fee will apply to the total booking amount.

### **50-100 Day Delegates**

- Up to 6 months before arrival: No charge for cancellations.
- Between 6-3 months before arrival: A 20% cancellation fee will apply to the total booking amount.
- Between 3 months and 14 days before arrival: A 50% cancellation fee will apply to the total booking amount.
- Less than 14 days before arrival: A 100% cancellation fee will apply to the total booking amount.

### **100+ Day Delegates**

- Up to 6 months before arrival: No charge for cancellations.
- Between 6-3 months before arrival: A 50% cancellation fee will apply to the total booking amount.
- Between 3 months and 14 days before arrival: A 75% cancellation fee will apply to the total booking amount.
- Less than 14 days before arrival: A 100% cancellation fee will apply to the total booking amount.

### **Accommodation Cancellation Policy**

Please note we operate separate terms and conditions to run alongside our day delegate terms and conditions for all accommodation holding as a part of an event.

### **Accommodation Holding 20 Bedrooms (Or Less)**

- Up to 3 months before arrival: No charge for full cancellation.
- Between 3 months and 14 days before arrival: A 10% cancellation fee will apply to the total booking amount.
- Less than 14 days before arrival: A 100% cancellation fee will apply to the total booking amount.

### **Accommodation Holding 20-50 Bedrooms**

- Up to 6 months before arrival: No charge for full cancellation.
- Between 6-3 months before arrival: A 20% cancellation fee will apply to the total booking amount.
- Between 3 months and 14 days before arrival: A 50% cancellation fee will apply to the total booking amount.
- Less than 14 days before arrival: A 100% cancellation fee will apply to the total booking amount.

### **Accommodation Holding 50+ Bedrooms**

- Up to 6 months before arrival: No charge for full cancellation.
- Between 6-3 months before arrival: A 50% cancellation fee will apply to the total booking amount.
- Between 3 months and 14 days before arrival: A 75% cancellation fee will apply to the total booking amount.
- Less than 14 days before arrival : A 100% cancellation fee will apply to the total booking amount.

### **Transferring the Event to a Different Date**

- Within the same month: No charge (must inform the hotel at least 14 days prior).
- Transferring the event to a different month: If the hotel is able to move the event out of the month to the date you request, a 20% supplement fee will apply (from the total value of your pre-existing booking). If the transferred event is later cancelled, the full cancellation charge will be processed.

### **Cancellation by the Hotel**

In the unlikely event that the Hotel must cancel your booking, you will receive all your advance payments, although the Hotel will not have any other liability. However, the Hotel may only cancel if: Any part of the Hotel is closed or unavailable due to events beyond our control, If you, or we, become insolvent, or in the case of an individual, becomes subject to a bankruptcy petition and/or you are unable to pay your debts as they fall due to the Hotel or to any third parties, the booking, the persons associated with the booking and / or the purpose of the meeting might damage the reputation of the hotel or the company.

### **Force Majeure**

The Hotel will be entitled to cancel, suspend, or otherwise amend the event booking in whole or in part as a result of force majeure incident, including but not limited to war, riot, fire, natural disaster, strike, acts and advice of government and health authorities and organizations, terrorism, epidemics, pandemics, civil disorder, and any other causes beyond its control.

The Client accepts such amendments to the event booking, will not be entitled to any form of compensation and will in the event of cancellation be reasonable and cooperate to reschedule the event. If the event has been moved or postponed to new dates from the original contract, the cancellation policy of the contract for the original dates are applicable.

### **Payment Terms**

You are required to pay a Non-Refundable Deposit of 20% of the total booking value. 90% of the total value of the booking must be paid 28 days prior to the event date. Full pre-payment is required within 28 days of the event day unless you have arranged credit facilities with the hotel. Credit is not available for private parties.

At the Hotels sole discretion, a credit facility maybe available upon request up to 28 days prior to the Event, using our 'Credit Application Form'. Confirmation must be sought by you after completion of the 'Credit Application Form'. The Hotel reserves the right to amend or withdraw credit facilities at any time. Credit is not available for wedding parties, social events for associations.

Without prejudice to the above all other payments and outstanding invoices must be settled prior to departure from the Hotel.

If you fail to pay any amount due under this Agreement on the due date, the Hotel may charge interest at a rate of 8%, every 30 days that the payment is outstanding, until full payment is received.

### **Liability and Insurance**

You the Client are liable to pay any damages, caused by, or at the event or those in attendance. The Hotel and the company "Crest Hotels Group" will seek full payment for losses caused as a result of the damages, including any loss of revenue or disruption in service to other guests.

Other than for death or personal injury caused by the negligence of the Hotel, the Hotel's liability to you, your guests, representatives, and third-party contractors is limited to the price of the booking. The Hotel does not accept responsibility for loss of, damage to, or theft of your, your guests and your representative's personal property including gifts, equipment, presentation material and vehicles parked on the hotel premises. The Hotel is not liable for failure to perform its obligations to the extent that the failure is caused by any factor beyond its reasonable control.

The Hotel reserve the right to evacuate the Hotel in the event of a Fire Alarm or other emergency irrespective of whether it is a genuine emergency or not in order to protect all guests and staff and in this event, and the Hotel does not accept any liability for any consequent delay, disruption refund or compensation whatsoever to the event.

## **Law and Jurisdiction**

This Agreement is subject to the laws of the country where the hotel is located. All disputes, conflicts, and claims arising from or in connection with this agreement shall be settled amicably between us. Should we fail to reach an amicable settlement, the matter shall be submitted to the competent court at the hotel's domicile. Conversely, disputes shall not be settled out of court by a private consumer arbitration board. Participation in such a dispute settlement procedure is therefore explicitly excluded.

## **Special Requirements/Needs**

If you have any special request, you must make this known at the time of booking. Although we will endeavour to meet the request, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. If you or any member of your party has any medical problem or disability which may affect your event, please make this known before you confirm your booking. If we reasonably feel unable to properly accommodate the needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

## **General**

- Please obtain written permission from the Hotel in advance of your arrival if:
  - I. You intend to bring electrical equipment to the venue (these must be PAT tested and certificated)
  - ii. There is a safety risk associated with anything you want to bring to the Hotel.
  - iii. You wish to stick or attach anything to the walls, floors, or the ceiling of any rooms in the Hotel.
  - iv. You wish to consume wines, spirits or foods not supplied by the Hotel (additional charges will apply).
  - v. Third party agents or suppliers are to be utilised.
- The Hotel reserves the right to refuse any request at their discretion. The Hotel reserves the right to cancel bookings if they consider in their absolute discretion that it may be poor business practice to proceed with the booking.
- a) The Hotel reserves the right to object to the employment by you of any photographer, toastmaster, band musician, entertainer, or other person in connection with any event. It is your responsibility, where appropriate to comply with all requirements of the Performing Rights Society in respect of any music played or musician employed. Noise limitations may apply.
- i. If the contract includes your employing the services of an outside contractor you will indemnify the hotel against any loss or damage to property to death or illness or injury to any persons and against all claims, costs, demands, proceedings, and damages arising there from. Any outside contractor employed by you 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.
- b) The hotel name, logo and telephone number and the name "Crest Hotels Ltd" or "Metropole Hotel & Spa" may not be used in any advertising or other publicity without the prior written consent of the Hotel Manager.
- c) The Hotel must comply with certain licensing and statutory regulations and required you to fulfil their obligations in this respect.
- d) Meeting rooms are available for the time shown on the event schedule. Additional charges may be made if that time is extended.

- e) The bedroom accommodation is available from 16.00 on the day of arrival and must be vacated by 10.00 on the morning of departure unless specific alternative arrangements have been agreed and are confirmed within the booking details that forms part of this contract.
- f) We are unable to guarantee that all the facilities at the Hotel will be available for use during the event. The Hotel is unable to make refund or reduction in the charges if any facility is unavailable.
- g) Adequate insurance is recommended. Details of a policy offered are available from the Hotel.
- h) It is the policy of the Hotel not to discriminate on the grounds of race, colour, creed, sex, marital status, age, ethnic, origin or disability. The client, its employees, guests, and all sub-contractors engaged by, or on behalf of the client are expected to adhere to this policy and the Hotel may, without incurring any liability remove from the Hotel any person offending against this policy.
- i) You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the Hotel.
- j) We both agree that the Law and local jurisdiction of the country in which the Hotel is situated will govern your contract and agree that any dispute, claim or other matter of any description which arises between us will be dealt with by the Courts of the relevant country.
- k) Goods and services may not be bought or sold on the premises without the hotel Manager's prior written consent in which case additional terms and conditions will apply which you must sign.