**TERMS AND CONDITIONS**

By agreeing and confirming and event through the website, you the client agree to the following terms and conditions for the event.

The following general terms and conditions shall apply to the extent that they are relevant to the nature of the activities being contracted and shall form an integral part of this contract. In these terms and conditions, the following definitions apply:

“The hotel” is the premises called Hyatt Regency London – The Churchill, located at 30 Portman Square, London W1H 7BH.

“The client” is the person, organisation, company or other body responsible for booking the event.

“The function” is the event in respect of which the client has made a booking.

**1. DEPOSIT POLICY**

A deposit is required by the hotel to confirm a booking and must be paid in accordance with the anticipated revenue, as described. A deposit of 100% of the anticipated revenue is required for all events and group accommodation. This deposit must be received within 7 days of receipt of acceptance. The hotel reserves the right to release any guestrooms and/or meeting space if the deposit is not received within this timeframe.

**Deposit Schedule**

|  |  |  |
| --- | --- | --- |
| **Deposit Type** | **Due Date** | **Amount Due** |
| Full deposit | On Confirmation | Subject to offer |

**2. BILLING INSTRUCTIONS**

Please indicate responsibility of payment

|  |  |  |
| --- | --- | --- |
|  | **Master Account** | **Individual Account** |
| Meeting Expenses | X |  |
| Other | X |  |

**3. PAYMENT DETAILS**

**Credit Facilities**

Full payment of the balance of all charges must be made at the conclusion of the function/when the group checks out, unless credit facilities have been agreed in writing by the hotel. Once confirmed we will issue a 21 day credit card form which must be filled out for all events not having credit facilities. On agreement of credit facilities, the client will settle the balance of all charges within 21 days of the function date/day of the group’s departure. If the client has any queries about any part of the invoice, the client will pay the balance of the sum owing on the day due and the remainder on resolution of the query.

* Credit is provided subject to approval on completion of the hotel’s Credit Application Form.
* Please advise in advance if individual bills are required with the final invoice. A service charge may be incurred should this information be requested after the function/departure of the group.
* The client must provide the hotel with clear guidelines as to who has the authority to sanction any charges to the Master Account.

**Final Payment**

* Should any individual depart prior to the settlement of any relevant charges, the hotel will consider these charges guaranteed by the client and will process the charges accordingly to the Master Account.
* Full payment is due on check-out. A completed third party credit card authorisation form, together with copies of both sides of the credit card, is required with the contract.
* Payment must be received within 21 days of the invoice date. In order to effectively administer your account, we ask that you advise us of your preferred method of payment.
* Payment must be made by bank draft, bank cheque (UK bank cheques only), credit card or cash.
* Payment by company cheque must be received 30 days prior to the function/group arrival date.
* The client will be liable for payment of any additional services (provision of Food & Beverage, telephone calls, laundry, etc.) provided by the hotel to the client/client’s guests under the terms of this contract

**4. ACCOMMODATION TERMS OF AGREEMENT**

**Walk Policy**

In the event that the hotel has no rooms available when a guest arrives, the hotel guarantees that it will provide and pay for accommodation at another hotel of a similar or higher standard, transportation between lodgings and one phone call a day that a guest is not booked in into hotel.

**No-Shows**

Guests who do not arrive on the date of their booking are classified as a “no-show” and will be charged for one night stay. All no-show rooms will be released back to the hotel for sale on any of the nights that the room was booked. The no-show guest will not automatically be guaranteed a room if they arrive at the hotel on days following the initial arrival date.

**Early Departures**

The hotel reserves the right to charge guests for their entire stay should they depart earlier than the original departure date.

**Check-in and Check-out Times**

Hotel rooms are available for guest check-in after 2:00pm. Guests arriving earlier will be accommodated as rooms become available. Should guaranteed access be required to guestrooms prior to 2:00pm, pre-registration will be required. A charge applies for this service:

Check-out time is 12:00 noon. Late check-out charges are as follows:

Until 6:00pm: 50% of the confirmed group rate

After 6.00pm: 100% of the confirmed group rate

**Bell Service**

Bell service is charged at £5.00 per person for a round trip in the event of a group arrival.

**Room Deliveries**

Personal delivery of room gifts for or on behalf of the client will be charged at a rate of £3.00 per room per item and must be arranged at least 3 days in advance.

**Additional Person & Child Policy**

Children aged 12 and under are free of charge when sharing the same room as their parent(s) based on a maximum of 3 people per room. A double room with a rollaway bed is provided strictly on a request basis with an additional charge.

**No Smoking Policy**

It is against the law to smoke in these premises except in a designated room.

**5. FUNCTION TERMS OF AGREEMENT**

In the event of cancellation of a function after confirmation, the following fees will be applicable. These fees will be a percentage of the total estimated charges and will be calculated on a sliding scale. Any deposits paid are included in the following cancellation fees:

***Cancellation fees***

Cancellations are subject to a fee equal to 100% of the total estimated function revenue.

Cancellation fees will constitute full settlement of any and all obligations arising from the non-performance of this contract.

The hotel may cancel the function under the following circumstances:

1. If the client becomes insolvent, or enters into liquidation or receivership
2. If the client is more than 30 days in arrears with any payment, including deposits due.
3. If the function might prejudice the reputation of the hotel. In such an event, the hotel will refund any advance payment(s) made, but will have no further liability to the client.
4. The hotel also reserves the right to move the client, to an alternative meeting space or alternative venue should the space be no longer available.

**Final Numbers Guarantee**

The client will advise the hotel in writing, accurate to within 10, the final number of people attending the function at least 14 days in advance. Final numbers will be required not less than 48 working hours (72 hours in the case of a Bank Holiday and/or weekend) before the function. If fewer people than the guaranteed minimum number attend the function, the client will be charged for the guaranteed minimum number. If more than the guaranteed minimum number attends the function, the client will be charged according to the total actual number of attendees. The hotel will endeavor to accommodate any increase in the number of attendees, but cannot be responsible for service to a number in excess of 10% above the guaranteed minimum.

**Room Allocation**

The hotel reserves the right to assign another room for the organized function in the event the room originally designated for such function shall be unavailable or inappropriate in the opinion of the Hotel.

**Commencement and Vacating of Rooms**

The client agrees to begin the function and vacate the designated function space at the scheduled times agreed upon. In the event that a function should go beyond the agreed finishing time and if the following client is inconvenienced, the hotel reserves the right to charge whatever costs are reasonably incurred to ensure the smooth operation of that function.

**Damage and Liability**

The hotel will be liable to the client and people attending the function for any injury to people, or loss of/damage to property to the extent that the hotel has been negligent; otherwise, the hotel will have no liability whatsoever. The client will be liable for any loss of/damage to hotel property and/or injury to people, including hotel staff, and shall indemnify the hotel against any other loss or liability arising from the function. Accidents/injuries must be reported to hotel security on the day of the incident. The client is advised to consider arranging insurance for the function, covering public liability, loss of/damage to its property and/or accident/injury involving people attending the function.

The hotel will not permit the affixing of any items to walls, floors or ceilings with nails, staples or tape of any kind. In the event the client does so without authorisation and damage is incurred, the cost of repair and/or replacement will be billed to the client, along with the consequent loss of business resulting from the damage.

**Displays and Signage**

1. No signage or display material is to be nailed, screwed, stapled or adhered to any wall, door or other surface or part of the building.

B. Pre-approval by the hotel of all signage and decorations within the hotel is required. All signs/ decorations must be professionally printed, arranged and must match the hotel décor and colour scheme. Any displays or exhibits must conform to the hotel fire ordinance rules and client assumes full responsibility in this respect. The hotel name or logo cannot be used in any advertising or publicity without prior knowledge and consent of the hotel.

**Conduct During the Function**

A. The client and everyone attending the function shall:

1. Not act in an improper or disorderly manner, will leave promptly at the appropriate time and will obey any reasonable request by the hotel.
2. Not carry out any electrical or other work in the hotel, including amplification and lighting, without the hotel’s prior consent.
3. Not bring any dangerous or hazardous items into the hotel and/or will remove any items promptly when requested to do so by the hotel.
4. Comply with all licensing and other regulations relating to the hotel.
5. Not consume food or drink on hotel premises not supplied by the hotel or its authorised caterers without the hotel’s prior consent; should consent be granted, the client will be subject to a corkage fee per bottle.
6. Note that the hotel reserves the right to relocate a function to an alternative venue on written advice sent to the client.
   1. Any breach of these conditions may result in the person(s) involved being refused admission to, or removed from, the hotel, which will have the right to terminate forthwith the contract, while the client remains fully liable for all contracted charges.
   2. When the rent of a guestroom/suite is for the purposes of an exhibition/conference with sets, the renter shall;
   3. Submit all plans and schedules of materials to the appropriate authorities for the proper consents relating to health and safety, and fire regulations, as necessary, prior to setting up the exhibition/conference sets.
   4. Clear and leave clean all exhibition areas by the expiry time of the rental period. Failure to satisfactorily comply will entitle the hotel to make an additional charge for clearing/cleaning the area.
   5. Ensure that all walls, carpets, floor areas and access routes are covered with appropriate material to ensure that no damage is caused during the bringing in, setting up, breaking down and clearing out processes.

**General Function Terms**

1. Where the client requests that the hotel arrange for the provision by third parties of goods and services on the client’s behalf, the hotel shall do so as the client’s agent and the client will be liable for all charges and liabilities in respect thereof, and will fully indemnify the hotel against the same.
2. The client will not be entitled to assign the agreement to any third party nor use the guestrooms/suites for any purpose other than that stated in the agreement without the hotel’s prior written consent.
3. The agreement is between the hotel and the client, which undertakes that it is not entering into the agreement on behalf of any third party.
4. No variation to the agreement will be effective unless made in writing and signed on behalf of both the hotel and the client. These conditions shall prevail over any standing conditions that may otherwise fail.
5. Failure by the hotel at any time to enforce the provisions of the agreement will not be construed as a waiver of any rights, will not affect the validity of the agreement and will not prejudice the hotel with regard to subsequent action.
6. The agreement shall be governed and construed in accordance with the laws of England, which shall be the proper law of the agreement.

**6. GENERAL TERMS OF AGREEMENT**

**Invalidity**

The invalidity of a single clause of this contract shall not affect the validity of the contents as a whole. The hotel and the client agree to replace an unacceptable clause with one that is in the best interest of both parties. In addition, this contract will be invalidated if there are any alterations that are not agreed to and have the written approval of the hotel.

**Changes to Contract**

Any supplements, modifications to and/or cancellation of this contract must be made in writing and agreed by the hotel.

**Force Majeure**

Notwithstanding anything contained in these conditions, the hotel will not be liable to the client whether in contract or in tort or for any loss or damage direct, indirect or consequential (including economic loss) arising from any failure to perform its obligation to the client in whole or part as a result of (without limitation) any of the following circumstances beyond its control such as:

a)              Strikes

b)             Other industrial actions or disputes

c)              Adverse weather conditions affecting the Hotel

d)             Civil unrest or commotion

e)             Any act of God

In no event shall the hotel’s liability exceed the total amount of food and beverage agreed to be supplied under this agreement.

**Use of Name & Logo**

The client may not use the hotel’s name and/or trademarks without its prior written permission and will present all tickets, posters and/or advertising material for the function to the hotel in advance for approval.

**No Smoking Policy**

As of 15 July 2013, Hyatt Regency London – The Churchill is a non-smoking hotel and all guest rooms and suites are smoke free zones. For guests that wish to smoke, there are two newly refurbished designated smoking areas: The Forecourt terrace, situated at the front of the hotel is open 24 hours per day and The Churchill Bar terrace, which is open from 12:00pm until 1:00am. For The Churchill Bar terrace, there is a minimum spend of £25 per person.

**Gold Passport Planner Rewards**

Planner Rewards is a simple way to earn points redeemable for rooms, miles and charitable donations, as well as credits on future Hyatt meetings or events. The points will be issued with your final invoice and go directly to your Hyatt Gold Passport account.

* For every dollar spent on accommodations, meeting room rental, banquets or catering at a qualifying meeting or event, the planner of your event will receive one Hyatt Gold Passport point, up to 50,000 points.
* The Planners can split points up to three ways to reward co-workers and colleagues.
* Company accounts are available for companies with policies that do not allow individual employees to earn bonus points.

**7. PRIVACY**

The hotel will comply with the **Global Privacy Policy for Guests** available at <http://privacy.hyatt.com> (the “**Privacy Policy**”) with respect to the guests of the group (“the **group’s guests**”) who stay at the hotel pursuant to this agreement.

The hotel will:

(i) make the group’s guests aware of the Privacy Policy;

(ii) obtain the consent of the group’s guests to disclose their personal information to the hotel

The client will:

(i) warrant and represent that the group is:

(a) entitled to disclose the personal information of the group’s guests to the hotel and

(b) authorised to act as agent of each of the group’s guests for the purposes set out in this section

**8. ACCEPTANCE**

Contained in this agreement are detailed commitments and arrangements to be provided to the cleitn. To enable us to provide the highest levels of service, any requirements beyond these commitments should be indicated in writing, after confirmation of the space. The conditions will be considered confirmed on the **hotel’s confirmation of the event with the client via the website used**. The hotel reserves the right to amend the number of guestrooms/banqueting space and/or rates set out in the agreement should the contract not be returned by this date.

**AGREED AND ACCEPTED BY THE CLIENT ON CONFIRMATION THROUGH THE WEBSITE USED**