

TERMS AND CONDITIONS OF TRADING

These conditions apply to any booking made at the Athenaeum Hotel

1. Confirmation of booking

- 1.1 A booking will only be regarded as confirmed upon receipt of written acknowledgement from the customer and return of a signed contract.
- 1.2 Any subsequent changes in reservation details must also be made in writing and will be of no effect unless agreed in writing by the Athenaeum Hotel.
- 1.3 These terms and conditions will apply to all bookings whether or not a confirmation in writing has been received.

2. Deposits, pre-payments and settlements of accounts

- 2.1 The Athenaeum Hotel requires a deposit as stated in the Reservations Contract to be paid by the Customer within the time period therein set out. Deposits are non refundable.
- 2.2 For a function booked by an individual or representative of an organisation without credit facilities, a pre-payment will be required equivalent to 25% of the reservations cost at the time of booking. A further pre-payment will be required of 75% of the estimated total reservation costs four weeks prior to the function date. The remainder plus a 10% refundable deposit to cover incidental charges on the day must be settled in full on an estimated account basis 7 days prior to the event, and outstanding charges settled prior to departure.
- 2.3 Deposits and pre-payments may be waived for customers who have credit arrangements with the Athenaeum Hotel.
- 2.4 Settlement is due within 14 days of the function and any query should not affect the immediate payment of the outstanding balance.
- 2.5 The outstanding balance of an account is payable to the Athenaeum Hotel within 14 days of the function. The organiser will be responsible for agreeing, by signature, the account prior to departure. Any account left unpaid by individuals attending the conference or function will become the responsibility of the function organiser for settlement.
- 2.6 A credit account may be opened by a registered limited company completing a credit application form. If approved, credit facilities will be available after 14 days.
- 2.7 Interest will be payable by the Customer on all sums due calculated on a day to day basis rate equivalent to 2% per calendar month from the due date of payment until the date of actual payment. The interest is paid after, as well as before, any judgment (such obligation to be an independent obligation which shall not merge on the judgement.)
- 2.8 Any queries concerning accounts or complaints must be submitted in writing within 7 days of the date stated on the invoice.

3. Final numbers

The Athenaeum Hotel reserves the right to charge if numbers fall below the minimum numbers originally contracted. Final numbers for any function must be confirmed in writing 72 hours before the function date. The Athenaeum Hotel reserves the right to allocate an alternative suite to that which was booked if the numbers fall by 20% or more.

4. Cancellations by the customer

- 4.1 All cancellations by the customer must be made in writing to the Athenaeum Hotel at the address stated in the Reservations Contract, and must be formally acknowledged with a quoted cancellation number.
- 4.2 In the event of a booking or a group reservation of bedrooms (5 room nights or over) being cancelled the following charges will apply and extend to the rates quoted for facilities and services as follows:
cancellation between 181 days and 365 days of arrival date - 25% of contract price
cancellation between 61 days and 180 days of arrival date - 35% of contract price
cancellation between 15 days and 60 days of arrival date - 75% of contract price
cancellation within 14 days of arrival date - 100% of contract price
please note: The contract price is the total value of facilities and services quoted in the Reservations Contract or a letter of confirmation as appropriate. This does not include services or facilities booked with a Third party by the Athenaeum Hotel on behalf of the Customer. These charges remain wholly the responsibility of the Customer.
- 4.3 The Customer acknowledges that the cancellation terms set out above represent a reasonable pre-estimate of the damages likely to be suffered by the Athenaeum Hotel in the event of cancellation or a reduction in numbers and they are not intended to operate as a penalty.

5. Cancellations by the Athenaeum Hotel

The Athenaeum Hotel may cancel a booking without any liability being incurred whatsoever if:

- 5.1 The Athenaeum Hotel is closed down due to events and circumstances beyond the control of the Athenaeum Hotel such as fire, staff dispute or by order of public authority.

- 5.2 The Customer becomes insolvent or enters into liquidation / receivership.
- 5.3 The Customer is in breach of any of the terms of this agreement.

6. Prices

All prices given in brochures and other information forms are current at the time of going to print and are inclusive of VAT or other government taxes where appropriate. The Athenaeum Hotel reserves the right to amend prices to take into account any changes in the rate of VAT or other taxes without prior notice.

7. Signage

The fixing of signs, displays, posters etc, may only be carried out with the consent of the Athenaeum Hotel management and no advertisement, public or otherwise of any function at the Athenaeum Hotel may be exhibited without the prior permission of the Athenaeum Hotel.

8. Loss or damage

- 8.1 The Athenaeum Hotel will not be liable to the Customer or any person claiming through the Customer for any loss or damage caused by, or arising from, its failure to carry out any obligation under this Agreement due to anything beyond the control of the Athenaeum Hotel or for any amounts in excess of the value contained within the contract.
- 8.2 The Athenaeum Hotel shall not be responsible to the Customer, or any person, claiming through the Customer for any loss of business or profit or any other consequential loss whatsoever arising including delay in, or failure to carry out any of its obligations under this agreement.
- 8.3 The Customer agrees to be responsible for and to indemnify the Athenaeum Hotel against all damage occasioned to the premises or the fixtures and fittings of any property of the Athenaeum Hotel or to any person caused by or any act, default or negligence of the Customer or Service agents, or guests of the Customer.
- 8.5 The Athenaeum Hotel reserves the right to exclude or eject any persons from an Event or the Hotel premises who it shall reasonably consider to be acting in a manner that is unlawful, offensive, threatening (actual or potential) to other guests or our personnel. We will also take action if we believe that the behaviour of individuals or an entire party may cause or does cause damage to our property or our guest's or employee's property. In certain instances the Client will be charged for any actual damage caused. Use of our swimming pools will not be allowed at events where alcohol is being served.
- 8.6 The Athenaeum Hotel does not accept liability for loss of, or damage to, any object, equipment, furniture, stock or other property of any sort brought onto the premises by the Client, or hired by the Hotel on the Client's behalf, howsoever such loss or damage may occur unless as direct result of the Hotel's negligence and save in the event of the Hotel's negligence, the Client agrees to indemnify the Hotel for any claim brought against it in respect of equipment hired by it on the Client's behalf. The Client acknowledges that any objects, equipment, furniture, stock or other property of any sort brought in by the Client will remain under the control of the Client and that the Client is responsible for insuring such property.
- 8.7 The Hotel is concerned for the Client's health and safety and that of the Hotel and personnel. The Client is asked to consult with the management before fixing items to walls, floors and ceilings, or using any form of electrical equipment. Should the Hotel be required by the Client to supply mechanical/electrical equipment to use at the Event, then the Client shall indemnify the Hotel against any claims resulting from damage to property or from death or injury to any individuals appointed by the Client, or the Client's Contractor in using the said equipment, unless such damage, death or injury is caused by negligence or wilful act or omission of the Hotel or its employees.

9. Entire agreement

- 9.1 This agreement constitutes the entire agreement between the Customer and the Athenaeum Hotel and no representation preceding the agreement nor any variation of the Agreement shall be binding on the Athenaeum Hotel unless such representation or variation is in writing, signed by an authorised person at the Athenaeum Hotel.
- 9.2 These terms and conditions will be governed by and construed in accordance with English Law, and any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of England and Wales.

10. Non-assignment

This agreement shall not be capable of assignment by the Customer without the prior written consent of the Athenaeum Hotel.