

THE ROYAL NORFOLK HOTEL 2004 Ltd.
TERMS OF BUSINESS FOR GROUPS AND TOURS

INTRODUCTION

In terms of business, the expression "Hotel" means The Royal Norfolk Hotel, Bognor Regis, West Sussex and "Client" means the person, firm or company making a booking or staying at the Hotel.

CONFIRMATION BY CLIENT

- 1.1 Confirmation of a booking by the client is deemed acceptance of these terms
1.2 Any booking is provisional until the hotel receives a signed copy of these terms and conditions from client and/or written confirmation of booking from the Client may consider bookings for the same facilities but will give the Client who has made the provisional booking first option to confirm their booking.
1.3 The confirmation must include details of
(a) the name of the person accepting responsibility for booking and payment
(b) the type and number of bedrooms required
(c) the date of stay, event or function
(d) the provisional number of guests and, where appropriate, function room requirements, including seating arrangements, audio visual equipment and food and beverage requirements

NUMBERS

- 2.1 Provisional Numbers will be asked for at the time of booking and the hotel reserves the right to set a minimum number to be charged
2.2 At not less than 28 days prior to arrival, the Client will provide the Hotel with up to date numbers of guests arriving, a rooming list, final details on timings, and, if appropriate, menus and any special instructions
2.3 At not less than 7 days prior to arrival, the Client will provide the hotel with a final rooming list and numbers attending. The invoice will be calculated on this number or the numbers actually attending whichever is the greater subject to clause 3

CANCELLATIONS, AMENDMENTS AND NON-ARRIVALS

- 3.1 Cancellations or postponements of or amendments to booking must be made in writing to the Hotel's General Manager. Cancellation, postponements and amendments will result in the charges in clause 3.4 become due for payment by the Client. In each case, the percentage charge applies to the estimated total cost to the Client of the booking based on the guest numbers and requirements notified to the Hotel at the time of confirmation
3.2 The hotel will try to mitigate its loss by re-letting accommodation and other reserved facilities and taking responsible steps, in its sole discretion, to mitigate the Client's liability
3.3 In addition to the charges payable under clauses 3.1 and 3.4 the Client agrees to reimburse the Hotel for any costs incurred by it arising from the consequential cancellation of the Hotel's arrangements with third parties.
3.4 (a) Advance notice of cancellation given
 Between 22-28 days prior to arrival25%
 Between 7-21 days prior to arrival50%
 Under 7 days prior to arrival100%
(b) If the Client gives less than 7 days' notice of a lesser number of guests attending than that previously notified by the Client, then the Hotel reserves the right to charge the Client the full per head charge for each guest not attending.

3.5 Cancellation Insurance is available. Please ask for a form when making a booking

3.6 The Client will be subject to the cancellation charges in clause 3.4 if bedrooms reserved by the booking are not taken up, cancelled or vacated early.

FACILITY CHANGE

4.1 The Hotel reserves the right without prior notice to change the Client's assigned rooms for others of equal suitability for those attending without affecting and minimum charge.

CANCELLATION BY HOTEL

- 5.1 If the Hotel cancels the booking for a reason other than as set out in these terms and conditions, then it will use its reasonable endeavours to provide alternative facilities to the Client at another Hotel, subject to such facilities being available. The hotel's liability to the Client shall be no greater than the amount paid by the Client to the Hotel in respect of the booking.
5.2 The Hotel may cancel the booking at any time without liability to the Client if:
(a) The Client is more than 28 days in arrears with payment to the Hotel for previously supplied services
(b) The Client comes insolvent or bankrupt or goes into liquidation or has an administrator or administrative receiver appointed over its affairs
(c) Any part of the Hotel is closed due to fire alteration or redecoration by order of any public authority or any reason beyond the Hotel's control.
(d) There is a failure to supply the Hotel with gas, electricity or water
(e) The Hotel is unable to fulfil the booking as a result of industrial action by one its suppliers
(f) Fire, lightning, aircraft impact, riot or civil commotion, malicious damage, storm, tempest, flood, burst pipes, earthquake or impact resulting in the Hotel being unable to provide the booked facilities

DEPOSITS

- 6.1 The Hotel reserves the right to require payment of a deposit at any time prior to arrival, the amount being determined by the Hotel. In all cases, if the client fails to pay a deposit within 7 days of being requested so to do, then the Hotel may treat the booking as cancelled.
6.2 In the event of cancellation, any deposit will be set against cancellation charges

PRICES AND PAYMENT

- 7.1 Prices quoted are subject to variation due to changes in Value Added Tax or other reasons outside the Hotel's control
7.2 The Client agrees to pay the Hotel charges for any extra goods or services provided at the request of the Client or any person agreed to have the requisite authority
7.3 Payment is by cash, cheque banker's draft or such credit cards as are recognised by the Hotel to limits accepted by the Hotel from time to time
7.4 Payment may be made in pounds sterling, or any foreign currency recognised by the Hotel and to limits accepted by Hotel from time to time
7.5 Credit facilities (30 days) with the Hotel may be available; application must be made 28 days prior to arrival. Credit facilities for private individuals are not offered.
7.6 In the event of full prepayment being required by the Hotel, full prepayment of all charges, including Value Added Tax, must be made or credit facilities agreed, at least 14 days prior to arrival.
7.7 All sums payable under this agreement are due for payment on presentation of the invoice. In the event of any query relating to the invoice, the Client must notify the Hotel within 14 days of the invoice date and the Client's obligation to pay all outstanding balances immediately will not be affected.
7.8 The Hotel reserves the right to charge interest at a rate of 2% points above Bank of Scotland plc base rate for each 28 day period, or part thereof, on any outstanding balance(s).

EXTERNAL PURCHASES

8.1 No wines, spirits, beers or food may be brought into the Hotel or its grounds by the Client, their guests or representatives for consumption or sale on the premises without the express prior written consent of the Hotel and for which a charge will be made by the Hotel.

STATUTORY REQUIREMENTS

9.1 The Hotel is subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients, their guests and representatives.

BEHAVIOUR

- 10.1 The Hotel operates a no smoking policy throughout the building and charges will be made for anyone infringing this policy.
10.2 The Hotel reserves the right to judge acceptable levels of noise or behaviour of the Client, guests or representatives, who must take all steps for corrective action as requested by the Hotel. In the event of failure to comply with management requests, the Hotel may terminate the booking or contract or stop any event immediately without being liable for any refund or compensation

DISCRIMINATION

11.1 It is the policy of the Hotel not to discriminate on the grounds of race, colour, nationality, creed, sex, marital status, age, ethnic origin or disability. Clients, their 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 to the Client, remove from the Hotel any person or persons offending against this policy.

OUTSIDE SERVICES

- 12.1 Prior consent of the Hotel must be received for any entertainment or services contracted by the Client and for any display to be fixed.
12.2 All displays must comply with statutory codes and regulations
12.3 The client, if employing the services of an outside contractor/entertainer, will indemnify the Hotel against any loss of or damage to property or death or illness of or injury to any persons and against all claims, demands, proceedings and damages arising as a result.
12.4 Any outside contractor must report the Manager on Duty and sign a contractor's indemnity form.
12.5 The Hotel may at its absolute discretion refuse access to any contractor in appropriate circumstances.

LIABILITY

- 13.1 Other than for death or personal injury caused by the negligence of the Hotel, the Hotel's liability to the Client is limited to the price of the booking plus expenses directly and necessarily incurred by the Client to comply with the Booking.
13.2 Unless the Hotel is liable under clause 13.1 the Client indemnifies the Hotel from and against any and all liability and any claims, proceedings or damages resulting or arising from the booking, event or function, the Client, guests or any outside contractors of the Client.
13.3 The Hotel will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.
13.4 The Hotel does not accept responsibility whatsoever for damage to, Clients are responsible for any damage caused to the allocated or theft from, vehicles parked on the Hotel premises,
13.5 rooms, furnishings, utensils and equipment in them by any act, default or neglect of the Clients, their guests or sub-contractors and will pay to the Hotel on demand the amount required to make good or remedy any such damage.

DATA PROTECTION

14.1 The information provided by the Client may be processed by the Hotel for the purposes it has notified to the Data Protection Registrar. By confirming the booking, the Client consents to this processing of information

GENERAL

15.1 The Hotel's name, telephone and facsimile numbers, logo, website address must not be used in any advertising or publicity without the prior written consent of the Hotel's general manager.

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15.2 This contract is not assignable by the Client without prior written consent of the Hotel,