

TERMS & CONDITIONS

Definitions

1. All bookings made by the customers in respect of rooms and/or services at The Heart of England Conference and Events Centre ('the Hired Premises') are accepted by Heart of England Promotions ('The Company') upon the following terms and conditions.
2. Any person named in a booking confirmed by The Company shall be considered The Hirer. Where two or more persons are so named they shall each be considered The Hirer and shall be jointly and severally liable under these Terms and Conditions.
3. Anticipated charges are all charges in relation to the booking.

Confirmation by the client

4. All bookings will be confirmed to The Hirer by The Company in writing.
5. The nature of the function shall be notified to The Company at the time of the booking, as shall any changes in the nature of the function, and The Company may in its absolute discretion and without giving any reason, refuse to let the Hired Premises to The Hirer at this time.

Deposits, Prepayments and Credit facilities

6. The Company reserves the right to request prepayment of the contracted services as specified in point 7. Should The Hirer fail to pay such deposit within 7 days of being requested to do so, The Company may treat the booking as having been cancelled by The Hirer.
7. Prepayment charges

180 days before the event/date of arrival	Up to 50% of the total anticipated charges
28 days before the event/date of arrival	Up to 100% of the total anticipated charges

8. Credit facilities will only be made available by application made upon the Company's credit application form (available upon request) and may be granted or withheld at the absolute discretion of the Company. The Company requests 6 weeks notice prior to the arrival date to arrange credit facilities and cannot guarantee to process applications received after this time. Application for credit does not exclude The Hirer from prepayments as stated in points 6 & 7.
9. The Company may re-check The Hirer credit status at anytime before the commencement date of the event and reserves the right to increase the amount of the deposit and/or prepayment should there be any change in financial status.
10. The Company reserves the right to request a valid credit card to guarantee any extras that might occur. Your signature and acceptance on these terms and conditions constitutes acceptance that this card may be charged all outstanding amounts on departure if not otherwise settled.
11. If applicable, after the date of the function The Company shall invoice The Hirer for the full amount of all sums due in respect of the Hired Premises, which the Hirer shall pay within 30 days of receiving the invoice. Interest shall run on amounts outstanding after the 14 days at the rate of 1% per month.

Amendments to guests and delegate numbers

12. At the time of the booking The Hirer shall contract with The Company the number of persons expected to attend the function.
13. The Hirer shall undertake to The Company that such numbers will not fluctuate (upwards or downwards) by more than 20%, subject to the maximum capacity of the function space allocated/available bedrooms and according to the table below. In the event of such a fluctuation The Company may in its absolute discretion:
 - (a) Cancel the booking forthwith without any liability whatsoever on its part and;
 - (b) Re-quote for the event based on the new numbers.
14. The Hirer can reduce the numbers of delegates/ bedrooms by giving notice in writing without any charges as follows:

i	90 days before the date of the event/ date of arrival	10% of the numbers of delegates/ bedrooms
ii	30 days before the date of the event/ date of arrival	5% of the numbers of delegates/ bedrooms
iii	7 days before the date of the event/ date of arrival	5% of the numbers of delegates/ bedrooms

15. A rooming list should be sent to the venue in writing within 14 days prior the first arrival for the booking.
16. Any special dietary requirements and/or request for special arrangements shall be notified in writing 7 days prior to the commencing of the event.
17. If the numbers are reduced, the hotel reserves the right to re-allocate the room to one more appropriate to the size of the event

Cancellation by the Client

18. If The Hirer cancels a booking less than 181 days in advance, The Company reserves the right to claim the following sums, unless a booking is obtained for the same date/s from a third party on no less favourable terms.
19. Cancellation charges

i	Anytime after the confirmation until 181 days before the date of arrival	20% of the total anticipated charges
ii	Between 180 days and 91 days	50% of the total anticipated charges
iii	Between 90 days and 31 days prior arrival	75% of the total anticipated charges
iv	Under or equal to 30 days prior arrival	100% of the total anticipated charges

20. In all instances, notification of cancellation must be made in writing and will be effective on the date received by The Company.
21. Any charges required to be paid by The Company to third parties as a result of any decision or cancellation by The Hirer shall be charged to The Hirer.

Cancellation by the Venue

22. The Company reserves the right to cancel any booking forthwith and without any liability on its part in the event of any damage or destruction of the Hired Premises by fire or other cause, any shortages of labour or food supplies, strikes, lock-outs or industrial action, or any other cause beyond the control of The Company which shall prevent it from performing its obligations in connection with any booking.

General

23. The Hirer shall not sub-let the accommodation or any part thereof without The Company's written consent.
24. The Company accepts no responsibility or liability for the theft, loss or damage of any property of The Hirer, his Guests or any other person connected with The Hirer and items left or deposited in cloakrooms or elsewhere on the Hired Premises or on The Company's surrounding property or with The Company's employees and any items so left or deposited are left or deposited at the owner's risk.
25. The Company accepts no responsibility or liability (other than for personal injury or death resulting from The Company's negligence) for any loss or damage of any nature, arising from any breach of contract, any negligence or breach of any duty arising out of the performance, purported performance or failure to perform the contract.
26. The Hirer shall be liable for and shall indemnify The Company in respect of any loss, damage or injury which may be incurred or happen to The Hirer or any other person or The Company's property by reason of The Hirer's use of the Hired Premises.
27. Nothing shall be affixed to any part of the hired Premises by any means whatsoever without the prior written consent of The Company.
28. The Hirer shall be responsible for the orderly and safe conduct of the function and shall have regard to any regulations imposed by any competent authority and shall ensure that nothing shall be done which will constitute a breach of the law or in any way cause a nuisance or be an infringement of, or occasion or render possible the forfeiture of the Licenses for the sale of wine, beer, spirits or for music and dancing or other permissions attaching to the Hired Premises. In particular The Hirer shall ensure that there is no illegal betting, gaming, smoking or consumption of alcohol by minors. The Hirer shall fully indemnify the Company against any claims, loss or damage arising as result of a breach of this clause.
29. The Company reserves the right to alter the tariff without prior notice, if there is a national increase in basis costs.
30. Any complaint arising out of the hiring must be made in writing to The Company within 21 days of the function. The Company will not give consideration to such complaints unless received in such manner and within such time limit and shall thereafter be entitled to claim the full sum due from the Hirer in respect of the Hired Premises.
31. This agreement is subject to the English law
32. These terms and conditions supersede all previous agreements.