

THE MANDOLAY HOTEL

TERMS & CONDITIONS – CONFERENCE & EVENT ROOMS

Thank you for choosing the Mandolay Hotel to host your event. The following terms and conditions apply to your booking.

The Mandolay Hotel is the trading name of William Hay and Stephen Hay. Our address for service is The Mandolay Hotel, 36-40 London Rd, Guildford GU1 2AE; ("our", "we" and "the Hotel").

Reference to "you" and "your" shall mean the customer identified in the Confirmation of Booking.

By booking your Conference / Event with the Hotel, which will be acknowledged by the Hotel as a Confirmation of Booking, you are bound by these Terms and Conditions and the other prevailing Terms and Conditions applicable to your booking including but not limited to the Hotel's accommodations and car parking terms and conditions.

ROOM PRICES AND AVAILABILITY

All meeting/event room prices are quoted in accordance with your required needs and delegate numbers and are subject to availability and are inclusive of VAT at the prevailing rate.

The Hotel makes every attempt to ensure that information supplied on its website www.guildford.com and our booking sites is up to date but cannot guarantee the accuracy of information or availability of bookings. If there is a conflict, then these Terms and Conditions shall prevail.

BOOKINGS

When you make your booking, your contract (which includes these Terms and Conditions) will be with the Hotel.

All bookings are at the discretion of the Hotel.

Bookings and/or accommodation reservations are not in any way to be offered for sale/re-sale and are non-transferable.

Delegate numbers will be taken into consideration by the Hotel when allocating your conference/event room booking and price.

When confirming delegate numbers, please ensure that they are realistic in relation to your event. The delegate numbers for which you contract will be used as the basis for your charges for your booking and in connection with the Hotel's Cancellations and Amending Delegate Numbers policies set out below. The Hotel appreciates that delegate numbers can fluctuate and will allow for a 10% increase only, in delegate numbers, provided you or your agent notify the Hotel in writing no less than 14 days prior to the start date of your booked event. The Hotel reserves the right to

make an additional charge in accordance with its Amendments Policy.

The Hotel reserves the right to change allocated rooms, advertised facilities and other services at its sole discretion and to vary the Hotel's brochure from time to time.

RESERVATION AND PAYMENT

If booking on line, via the telephone or in person, upon confirmation by the Hotel that your reservation has been accepted, there is a binding agreement and you are bound by these Terms and Conditions and liable for the full invoice sum in the Booking Confirmation.

The Hotel reserves the right to decline a reservation / booking, at its sole discretion.

You will be asked to secure your booking with a debit or credit card including your 3-digit security code.

Except where you have a credit account, a non refundable deposit will be required at the time of booking to reserve your conference / event room. Any booking, where you have a credit account with the Hotel, is also subject to our Cancellations Policy set out below.

The Hotel will prepare an invoice for the balance of payment due on the day of the conference/event and this shall be settled within 7 days of issue. You have no right to set off/withhold payment of the full invoice amount.

The balance of your booking fee will be payable in full, 14 days before your event, failing which the Hotel reserves the right to release your booked room(s), accommodation and cancelling your booking. Your deposit (if made) is not refundable.

To enable the Hotel to organise your event, please send to the Hotel in writing your final delegate numbers no later than 14 days prior to the event. The Hotel in its sole discretion may be able to accommodate later changes but cannot guarantee accommodating changes made less than 14 clear days before your booking. Any changes may be subject to changes in quoted prices and other charges set out in this agreement relating to cancellation and / or amendments.

On arrival at the Hotel, all reservations will require a pre-authorisation with a credit card or cash deposit to cover incidentals and extras during your booked event.

Any discrepancies in connection to an invoice or payment due to the Hotel must be raised with the Hotel within 7 days of the date of such invoice.

In the event that you wish any of the charges to be settled on your behalf by any individual delegate(s), you must provide written notification to the Hotel at least 14 days in advance of your event

date. The Hotel reserves the right to seek full payment of any invoice from you direct in the event that the delegate(s) fail to settle sums owed to the Hotel.

Delegates will be requested to provide a credit card imprint on check-in in order to guarantee payment of any personal expenses not covered by your booking.

You are strongly advised to attend the Hotel in advance of your booked conference/event date to test that your electrical equipment, presentation equipment, communication and other presentation materials ("Equipment") are compatible with the Hotel's facilities. The Hotel accepts no liability for any losses or damages and you have no right to set off or withhold the full invoice as a result of non-compatibility with your equipment and the Hotel's facilities.

You will be notified usually no later than 5 days before your booked event of a time to visit and test / set up for your event.

Literature, displays, equipment and associated presentation equipment and other deliveries relating to your booked event may be delivered to the Hotel no earlier than 24 hours before the start time of your event. The Hotel accepts no responsibility for losses, damage, missing items or defects of such deliveries and you are advised to ensure you have someone available to check and sign delivery notes and acceptance forms if you are concerned.

LATE PAYMENT

Where any invoice remains unpaid by the due date, the Hotel, without limiting its other rights, reserves the right to charge interest on such sums at the statutory interest rate (as defined by the Late Payment of Commercial Debts (Interest) Act 1998).

In the event of any invoices being outstanding for longer than 60 days, the Hotel shall be entitled to cancel all future outstanding bookings and all outstanding invoices will become immediately due and payable.

CANCELLATIONS

In the event that you need to cancel your booking you must do so in writing to the Hotel and you will receive a cancellation number. Cancellation fees will become chargeable from the cancellation date and excess conference/event space and connected accommodation will be released for re-sale. Deposits are non refundable. Cancellation fees are calculated as follows based on the total value of your event booking:

Cancellation Charges:

- between 91 – 120 days before the booking, 20% of booking fee; and
- between 61 – 90 days, 35%
- between 15 – 60 days, 50%
- between 14 days or less, 100%

Amendments

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If you wish to amend your agreed and quoted delegate numbers for your booking, and subject to availability and at the Hotel's sole discretion, the Hotel will make its reasonable efforts to accommodate your request(s) for amendment(s). If the Hotel cannot meet your amendment request(s) and no other arrangement can be agreed, the Hotel reserves the right to invoice you for the original full booking amount and shall make no reimbursement in the event of any deposit paid and, or where full upfront payment has been made.

The Hotel reserves the right to release for sale and re-allocate your booked rooms and accommodation.

Where the Hotel is able to accommodate your amendment(s), the Hotel at its sole discretion reserves the right to make a charge of £25.00 + vat per amendment.

Cancellations by the Hotel

On rare occasions, the Hotel may have to cancel your booking. We will inform you as soon as practical and possible and offer you an alternative venue of a similar standard, or higher at no additional charge, or offer a full refund. The Hotel is not liable to compensate or reimburse you for any expenses, costs, losses direct or indirect that you may incur as a result of any such cancellation or change or to provide any other form of compensation.

Force Majeure – Acts of God / unforeseen circumstances affecting your reservation

The Hotel cannot accept responsibility or pay any compensation where the performance or prompt performance of the contract is prevented or affected by reason of circumstances which amount to "force majeure".

Circumstances amounting to "force majeure" include any event which the Hotel cannot, even with all due care, foresee or avoid. Such circumstances include (but are not limited to) the destruction or damage of your accommodation (which cannot reasonably be remedied to a satisfactory standard before the commencement of your booking), fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic, power and utility supplies failure / interruption and all similar situations beyond our control.

If your booking has to be cancelled for circumstances amounting to "force majeure" we will inform you as soon as possible and offer you alternative accommodation of a similar standard, or higher, or offer a full refund. We regret we cannot compensate or reimburse any expenses, costs, liabilities or any direct or indirect losses or

provide compensation as a result of any such cancellation or change.

Termination

In the event that you become bankrupt, cease to trade, have a receiver appointed or make any voluntary arrangement with your creditors you are to inform the Hotel immediately and the Hotel shall be entitled to immediately terminate your contract with the Hotel by giving notice in writing to you or your representative(s).

MISUSE OF HOTEL PREMISES AND CONTENTS / EQUIPMENT

The Hotel reserves the sole discretion to eject delegates/guests who the Hotel assess are acting or behaving in an unacceptable way, are disruptive, suspected to be under the influence of drugs (whether legal or illegal) or alcohol, acting in an illegal, immoral and / or unacceptable manner. There is no entitlement for any refund of any advance payment(s) made. Your full conference/event room rate and accommodation room rate shall apply together with your liability for all extras taken.

You must report any loss, breakages or damage caused within your allocated conference/event room/bedroom whilst at the Hotel. The Hotel reserves the right to charge for such where, at the sole discretion of the Hotel, such loss, breakage or damage was caused by your willful or negligent act or that of your guests, employees, representatives or associated third parties.

The Hotel accepts no liability for the loss or damage to any equipment or personal belongings brought onto the property by you, your guests, representatives, employees or associated third parties. Your attention is drawn to the Hotel and Proprietors Act 1956 and the limitation of our liability for your possessions. If you bring valuable possession onto the Hotel then you ensure that the Hotel is notified in advance.

Use of grounds

Your conference/event booking does not permit access to the entire Hotel grounds.

Any on-site external or internal teambuilding or other similar activities require the prior authorisation of the Hotel at the time of booking and additional insurance liability and Health and Safety documentation may be required for which the Hotel reserves the right to make additional charges to you for any additional insurance and an administration cost.

FOOD & BEVARAGE

Unless you have received prior written agreement from the Hotel, only food and beverage supplied by the Hotel or purchased at the Hotel may be consumed within the Hotel premises.

Meals are available from the Hotel restaurant and include a fully licensed bar and restaurant. Restaurant serving times and

availability of advertised foods are subject to change and availability

You are advised to book well in advance and preferably at the time of your booking when wishing to use the restaurant.

You shall advise us of any special dietary requirements in advance (and at least 14 days) before your conference/event.

Food and Beverages will be charged in addition to conference/event room booking charges at the Hotel's prevailing published prices.

The Hotel cannot accept any liability for Beverages and Foods that you arrange with the Hotel to bring into the Hotel for use at your event / conference.

ACCOMMODATION / OVERNIGHT STAY

When booking your event or conference, accommodation at the Hotel is subject to availability.

The Hotel's Accommodation Terms and Conditions shall apply to accommodation bookings in conjunction with your event / conference booking.

If delegate numbers reduce then the Hotel can adjust room numbers up to 6 weeks prior to the date of your booked event / conference, and will make no charge.

Any requests for additional accommodation cannot be guaranteed if not agreed at the time of your initial booking. The Hotel will make all reasonable effort to fulfil such request(s) and this may include making arrangements with other hotels in the area.

If accommodation for overnight stay is not confirmed by you in writing within 28 days prior to your booked Conference, the Hotel reserves the right to release any reserved bedrooms and cannot guarantee that the accommodation thereafter will be available.

You may be asked to pay a non-refundable deposit or part payment before arrival.

The Hotel reserves the right to make an administration charge of £25 + vat per amendment in relation to bedroom accommodation in addition to any amendment charges relating to conference room(s).

LIABILITY

So far as is permitted by law the Hotel limits and excludes liability to you, your guests, representatives, employees and associated third parties as follows:-

Any equipment brought to the Hotel by you, your guests, employees or third party subcontractors is brought by that person at their own risk and you will indemnify us against all liability arising in connection with the use of the equipment. You and any third party subcontractors employed by you and your guests for the

purpose or organising and providing additional external events (such as teambuilding) will be required to comply with all applicable statutory requirements including relevant Health and Safety regulations and shall ensure there is appropriate liability insurance commensurate with the risks and activities involved, appropriate method statements, risk assessments, relevant and up to date licenses, including software licences for any computer equipment and software, and can demonstrate additional competency skills required to manage the event, in compliance with relevant Health and Safety Law. The Hotel shall not be responsible for the damage or loss of any merchandise or articles left in the Hotel.

General

No failure or delay by us in exercising any of our rights under this agreement or under our accommodation agreement shall be deemed to be a waiver of that right. In the event of circumstances beyond our control resulting in us being unable to provide our services, we shall have no liability in respect of any losses or damages arising directly or indirectly from such circumstances. There shall be no right to any compensation payable to you. Should you make your booking with the Hotel through an intermediary / agent, your intermediary / agent shall immediately notify the Hotel of its identity and that it is acting for you. The Hotel shall be entitled to assume that the Agent / Intermediary has your authority to act on your behalf to make a booking and accordingly has your authority to agree to these terms and Conditions. You shall accordingly be bound by these Terms and Conditions and assume full responsibility for payment of your invoice.

SPECIAL REQUIREMENTS

Refreshments, administration facilities, audio and / or visual requirements, specific disability arrangement and any other extras must be requested in writing to the Hotel no less than 14 days before the event date. Such requests may be chargeable in our sole discretion and in addition to the agreed costs of conference/event roombooking.

Whilst every effort is made to fulfil your special requests, any requests not made and agreed with us at the time of your booking cannot be guaranteed. Any special requirements requested after your initial booking and not notified and agreed with us at the time of your initial booking may mean we cannot meet your subsequent special requirements. In such circumstances you will be bound by the terms of your initial booking relating to charges. We strongly recommend that all special requirements are agreed well in advance with us and ideally at the time of your initial booking.

Mobility Impaired / Other Disabilities

The Hotel complies with the access requirements of local and national disability legislation and the Equality Act. If you have special requirements, please ensure that you or your agent informs the Hotel at the time of booking, stating your requirements.

CAR PARKING

Limited paid car parking is available at the Hotel, subject to availability. Your conference/event room booking does not guarantee parking on the Hotel premises unless it has been agreed and booked into our paid car park at the time of your booking. In the event our car park is full, you will be given directions to alternative public car parks in the Guildford area (which may or may not be chargeable).

When parking on Hotel premises you shall comply with the prevailing rules on its use and be bound by all displayed notices and ensure that you operate your vehicle safely at all times and leave your vehicle secure. Guests are reminded not to leave animals or valuables within vehicles at any time. Except for Guide Dogs the Hotel has a no pet / animal policy applicable to its entire premises.

All vehicles (and possessions within them) left in the Hotel's car park are left at the owner's risk. The Hotel accepts no liability for any loss, theft or damage to Guest's vehicles and / or their contents.

SMOKING POLICY

The Hotel is a smoke free zone and penalty charges may be applied if you or your party smoke in the Hotel. The Hotel reserves the right to eject persons breaking this policy.

ANIMAL POLICY

Except registered Guide Dogs, we have a no pet policy. Please advise us when booking your conference/event that you have a Guide Dog with you so we can ensure adequate provision.

STATUTORY LEGISLATION

The Mandolay Hotel is subject to statutory regulations including, without limitation, Liquor Licensing, Fire Regulations, Health, Safety and Environment. You, your delegates, officers, employees, guests and your associated third parties must comply with such statutory requirements as may be directed and enforced by the Hotel.

PRIVACY POLICY AND DATA PROTECTION

Any data obtained about you by the Hotel as part of our operating procedure is treated in the strictest confidence and is subject to the relevant prevailing English data protection laws and regulations.

Please refer to our Privacy Policy which sets out how we look after your personal data. If you have visited our website, or made a booking or enquiry via our website, please also refer to our Website Privacy Policy (which is also mentioned below in our Website Section). Both documents are available on our website for you to view, or can be sent to you as a paper copy or email PDF on request.

WEBSITE

In the event of booking via the Hotel's website or viewing our website by accessing the Hotel's web site, you agree to be bound by the Hotel's web site Terms and Conditions of Use. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law. Our Website Privacy Policy sets out how we look after your personal data when you visit our website.

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- o attempt to decompile or reverse engineer any software contained on The Hotel web site;
- o remove any copyright or other proprietary notations from the materials; or
- o transfer the materials to another person or "mirror" the materials on any other server.

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Disclaimer

The materials on the Hotel's web site are provided "as is". The Hotel makes no warranties, expressed or implied, and disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, The Hotel does not warrant or make any representations concerning the accuracy, likely results, or reliability

of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

Limitations

In no event shall the Hotel or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on the Hotel's Internet site, even if the Hotel or a Hotel's authorised representative has been notified orally or in writing of the possibility of such damage.

Revisions and Errata

The materials appearing on the Hotel's web site could include technical, typographical, or photographic errors. The Hotel does not warrant that any of the materials on its web site are accurate, complete, or current. The Hotel reserves the right to make changes to the materials contained on its web site at any time without notice. The Hotel does not make any commitment to update the materials.

Links

The Hotel has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Hotel of the site. Use of any such linked web site is at the user's own risk.

Site Terms of Use Modifications

The Hotel may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

Governing Law

English law applies and any dispute arising under these terms and conditions shall be the exclusive jurisdiction of the courts of England.

FEEDBACK

Comments about any aspect of the Hotel's service are always welcome either at the time of your conference/event or by contacting the Hotel via email sales@guildford.com or by writing to us at The Mandolay Hotel, 36-40 London Road, Guildford, GU1 2AE.

When contacting the Hotel please include full details of your conference/event with your booking reference if possible.

Sign:

Print Name:

Company Name:

Date: