

# Terms of business for Weddings, Functions and related Events

In order to avoid any misunderstandings in respect of this booking, the following are the terms of business which apply to all bookings relating to weddings, functions and related events.

In these terms of business, the expression 'Hotel' means The George Washington Hotel operated by Ailantus Hotels or one of its subsidiaries specified in the Client's confirmation, 'Client' means the person, firm or company booking or staying at the Hotel and 'Event' means the wedding or function and activities and events relating to that wedding or function.

## 1. Booking Confirmation

1.1 Any booking is provisional until the Hotel receives a signed copy of these terms from the Client or written confirmation of booking from the Client, receipt of which will be deemed to be the Client's acceptance of these Terms.

## 2. Prices

2.1 All rates include VAT at the current rate.  
2.2 Prices quoted are subject to variation up to 12 weeks prior to arrival, after which, except for variations due to Client requirements, they may only vary due to changes in VAT or other reasons outside the Hotel's control, in which case they will immediately be notified to the Client. In the latter case, the Client will have the right to cancel the booking without cost.  
2.3 All prices are as quoted and no other discount, promotion or reward scheme may be applied in respect of this booking.

## 3. Availability

3.1 All rooms, facilities and rates offered by the Hotel are subject to availability at the time of booking and the discretion of the Hotel manager.

## 4. Numbers

4.1 Provisional minimum numbers will be required from the Client at the time of booking and the Hotel's minimum charge for the facilities booked will be based on those numbers.  
4.2 At least 28 days prior to arrival, the Client will provide the Hotel with up to date guest numbers and, if appropriate, a rooming list.  
4.3 At least 14 days prior to arrival, the Client will provide the Hotel with final guest numbers. The final charge to the Client will be calculated using this number or the actual number attending, whichever is the greater, provided that the minimum charge is exceeded.  
4.4 If any reduction is made by the Client to the final numbers less than 14 days prior to arrival, the Hotel may charge the Client 50% of the per head charge for each guest not attending. If less than seven days' notice is given, each non-attending guest will be charged to the Client at the full price per head.  
4.5 In the event of a reduction in the numbers booked, the Hotel reserves the right at any time up to 14 days prior to arrival to reallocate the booking to suitable alternative facilities or accommodation within the Hotel.

## 5. Deposits

5.1 Deposits are payable as follows:  
On booking A non-refundable deposit, as determined by the hotel, of not less than 10%, based on provisional numbers as defined in clause 4.1.  
12 weeks before the Event A further 40%.  
28 days before the Event The balance outstanding.  
5.2 Failure to pay a deposit within seven days of being requested to do so entitles the Hotel to treat the booking as cancelled.  
5.3 If the Client cancels, any deposit will be set against cancellation charges.

## 6. Payment

6.1 Settlement of the invoice in full, less any advance payments, must be made prior to departure from the hotel.  
6.2 Payment is by cash, cheque or such credit and debit cards as are recognised by the Hotel.  
6.3 At least 3 working days are required to process credit and debit card payments and 5 working days to process cheque payments.  
6.4 Credit facilities with the Hotel are available to corporate accounts, but not to private individuals. Details are available on request.  
6.5 All sums payable are due for payment on presentation of 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.  
6.6 The Hotel may charge interest at a rate of 2% above Bank of Scotland base rate, from time to time, on any outstanding balance after as well as before judgement.

## 7. Cancellation and Postponement

7.1 Cancellation or postponements by the Client must be in writing and will result in the charges below becoming due. In each case, the percentage charge is based on the advance notice of cancellation given and applies to the estimated total cost of the booking.  
In excess of 12 weeks prior to the event – the non-refundable deposit is retained by the Hotel.  
Between 12 weeks and 28 days – 50%.  
Within 28 days of the event – 100%.  
7.2 The Hotel will try to re-let the allocated rooms and a reduction of the cancellation charge may be made if the Hotel is successful.  
7.3 The Client also agrees to reimburse the Hotel for any costs incurred by it arising from the consequential cancellation of the Hotel's arrangements with third parties.  
7.4 Clients will be subject to the above cancellation charges if bedrooms reserved by the booking are not taken up or cancelled or vacated early.

## 8. Changes and Cancellation by the Hotel

8.1 The Hotel may, without prior notice, change the Client's assigned room(s) for one(s) of equal suitability without affecting any minimum or other charge.  
8.2 The Hotel may cancel the booking at any time and without liability to the Client if:  
8.2.1 The Client is more than 28 days in arrears with payment to the Hotel or to Ailantus Hotel or any of its subsidiaries for previously supplied services;  
8.2.2 The Client is unable to pay its debts as they fall due;  
8.2.3 Any part of the Hotel is closed or unable to operate for any reason beyond the Hotel's control.  
8.3 If the Hotel cancels the booking for a reason other than as set out in clause 8.2, then it will use its reasonable endeavours to provide alternative facilities at another hotel.

## 9. Arrival and Departure

9.1 Bedrooms are usually available from 2pm on the day of arrival.  
9.2 Bedrooms are to be vacated by 12 noon on the day of departure.

## 10. Etiquette and Controls

10.1 The Hotel reserves the right to judge acceptable levels of noise or behaviour of the Client, guests or representatives and the Client must take all steps necessary 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 stop any event without being liable for any refund or compensation.  
10.2 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. The Client, its 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, remove from the Hotel any person offending against this policy.  
10.3 The Hotel and the events it hosts are subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients and their guests and representatives.  
10.4 Prior consent of the Hotel must be received for any entertainment or services contracted by the Client or for any display to be fixed. All displays must comply with statutory codes and regulations.  
10.5 The Client will ensure that any outside contractor reports to the Hotel's duty manager to sign a contractor's indemnity form. The Hotel may in its absolute discretion refuse access to any contractor.

## 11. External Purchases

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

## 12. Liabilities

12.1 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.  
12.2 Unless the Hotel is liable under clause 12.1, the Client indemnifies the Hotel from and against any and all liability and any claims, costs, demands, proceedings and damages resulting or arising from the booked meeting or event, the Client, its guests and any outside contractor.  
12.3 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.  
12.4 The Hotel does not accept responsibility whatsoever for damage to, or theft from, vehicles parked on the hotel premises.  
12.5 The Client is responsible for any damage caused to the allocated rooms, furnishings, utensils and equipment in them by any act, default or neglect of the Client, its guests or sub-contractors and shall pay to the Hotel on demand the amount required to make good or remedy any such damage.

## 13. General

13.1 The Hotel's name, telephone and facsimile numbers, logo, website address and the name Ailantus Hotels and derivatives must not be used in any advertising or publicity without the express prior written consent of the Hotel's General Manager.  
13.2 The booking is not assignable by the Client without the prior written consent of the Hotel.  
13.3 The information provided by the Client may be processed by Ailantus Hotels for the purposes it has notified to the Data Protection Registrar. By confirming the booking, the Client consents to this processing of the information.  
13.4 Any comment or complaint should be made at the Hotel at the time of the event so that the matter can be resolved immediately. Alternatively, write within 28 days to the Hotel's General Manager.  
13.5 These terms are deemed to incorporate the Hotel's general terms of business, copies of which are available on request or which can be read on the Hotel's website.  
13.6 These terms will be construed in accordance with English law and the Hotel and Client submit to the non-exclusive jurisdiction of the English courts unless the Hotel is in Scotland, in which case Scottish law will apply and the Scottish courts will have non-exclusive jurisdiction.