

terms & conditions

We want you to enjoy your Event and therefore it is important that you fully understand what has been agreed. The Booking Form and these terms and conditions together form our agreement with you. The Booking Form sets out all the details of the Event that you are booking. These terms and conditions set out the detail of issues such as payment arrangements, amendments, and what happens if you need to cancel. Please read these terms and conditions carefully. We have tried to make them easy to understand but we do understand that you may feel uncertain about reading a legal document. We assure you that our staff are here to help and will be more than happy to assist you with any query you may have.

1 The Event

1.1 The Booking Form sets out all the details of the Event, including for example, the price, the function rooms which will be used, the duration of the Event the Minimum Numbers and likely Numbers attending. These details are obviously important and are used for calculating the price. If there is a change to these details, the price may also change. It is therefore important to follow the process set out below.

1.2 Once the hotel and the customer have signed the Booking Form, an agreement will have been made, with the effect that we are committed to provide you with the function rooms and facilities set out in the Booking Form, and you are committed to pay us for those facilities.

1.3 Between making the booking and the actual date of the Event, it is likely that you will want to make changes to some of the details. We will try to accommodate any reasonable request, but please note that sometimes this may be restricted by availability, legal or other operational reasons and that changes may be subject to agreeing a price change. Where the hotel has agreed to make any changes, this will be confirmed and the agreed changes to the price of the event will be sent to you in writing within 48 hours.

1.4 The final details of the Event (such as final timings, menus and special requests) need to be confirmed at least 7 working days before the Event. The actual number of guests attending the Event must be confirmed at least 48 hours prior to the Event.

1.5 We may ask for details of the nature and agenda of the Event, names of guests and relevant third parties where it is reasonable for us to do so.

1.6 Bookings are accepted on the basis that the hotel will provide all catering and bar facilities (including food and drink). Therefore food and drink should not be bought into the hotel unless specific arrangements have been made.

1.7 We are happy to assist you with all aspects of the Event. If You decide to use a third party supplier (for example, a disco or entertainment) please advise your M&E contact so that they can advise you of the health and safety, insurance, licensing, legal and other hotel requirements that the supplier will need to comply with.

Please note that:

- (a) You are responsible for ensuring that third party suppliers comply with the requirements we notify you of. We maintain a right to approve (acting reasonably) arrangements made by You to comply with these requirements; and
- (b) You or Your suppliers may not fix items to walls, floors and ceilings, or use any form of electrical or mechanical equipment, unless previously agreed in writing with us.

2 Charges and Payment Terms

2.1 The price for the Event shall be calculated by reference to the price and duration stated on the Booking Form (or as subsequently amended in accordance with the process set out in this document) and the higher of:

- (a) the Minimum Numbers; or
- (b) The number of guests attending the Event as notified by you to us in accordance with paragraph 1.4.

2.2 By signing the Booking Form, the hotel guarantees to you the use of certain facilities and the use of function rooms. The hotel will be using our own resources to organise your event. It is for this reason that we need to take payment in advance, and is also why there are limits on your ability to cancel the Event.

The payment terms are as follows:

- (i) 10% of the Likely Total Charges on signing the Booking Form;
- (ii) 40% of the Likely Total Charges 3 months prior to the Event;
- (iii) 50% of the Likely Total Charges 6 weeks prior to the Event;

There may be occasions where the hotel will agree with you different payment terms, in which case those payment terms will be set out on the Booking Form. Following the payments set out above if there are any further changes (e.g. changes made less than 6 weeks before the Event) We will issue a pro-forma invoice, which must be paid by you before the Event. We will do our best to issue that invoice 2 working days after agreeing with you the changes. Any other charges incurred (e.g. additional items that may be provided on the day of the Event) must be paid by you before you leave the hotel. We find that normally the most convenient way of settling these charges is by using a credit card or debit card. If you want to use another form of payment please discuss it with us in advance.

2.3 Payment may only be made in UK Sterling unless we agree otherwise.

2.4 If payment terms are not strictly complied with by you, the Hotel reserves the right to cancel the Event and the provisions of paragraph 4 shall apply.

2.5 You are responsible for all charges incurred at your request, or the request of your guests, agents or employees for any accommodation, food, beverage or any other goods or services provided by the Hotel.

3 Cancellation by You

3.1 In the unfortunate event that you have to cancel, postpone or partially cancel the Event please tell us as soon as possible.

3.2 We will confirm to you in writing your cancellation within 2 working days. We will then use reasonable endeavours to resell the facilities booked for the Event.

3.3 A cancellation charge will be due to Us equivalent to:

- (a) the loss of profit incurred by Us because Your Event has not proceeded (reduced by any profit We make using the same facilities); and
- (b) any charge incurred by us in relation to Your Event which we cannot (having used reasonable efforts) avoid. If the cancellation charge is less than the payments you have already made to us then we will refund to you the difference within 30 days of the proposed date of the Event. If the cancellation charge is more than the payments you have already made then you will pay to us the difference within 30 days of the proposed date of the Event.

3.4 We will refund to You all payments made and make no cancellation charge within 30 days of the proposed date for the Event if:

- (a) We are able to resell the facilities booked for the Event for an event which will generate for Us the same level of profit that Your Event would have (by reference to the Minimum Charge); and
- (b) We have not incurred any costs (having used reasonable efforts to avoid such costs such as cancelling any entertainment). As provided in paragraph 3.3, if following such efforts the profit level arising from reselling the facilities is lower than the level of profit that Your Event would have had, a corresponding adjustment will be made to a cancellation charge.

Copthorne Hotel Plymouth
Armada Way, Plymouth
PL1 1AR

Tel: 01752 224161

Email: events.plymouth@millenniumhotels.com