

The
Stirling Highland
HOTEL

STIRLINGSHIRE

Stirling Highland Hotel

Meeting and Event Contract

Women's Conference



Venue: Stirling Highland Hotel

Client STI PRIVATE BOOKING 2023

Booking Name: Women's Conference

Booking Dates: 06 October 2023 - 08 October 2023

Confirmation Number: 0000026767

Event Requirements:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
07/10/2023	08:45	09:00	Delegate Break	Academy Suite	As Is	30	
07/10/2023	09:00	18:00	Delegate Meeting	Academy Suite	Cabaret Style	30	Included in Package
07/10/2023	10:30	10:45	Delegate Break	Academy Suite	As Is	30	
07/10/2023	13:00	14:00	Delegate Lunch	Academy Suite	As Is	30	
07/10/2023	15:30	15:45	Delegate Break	Academy Suite	As Is	30	

Accommodation Requirements:

	Fri 06/10	Sat 07/10
Standard Double Room	10	30

Accommodation is on hold at no obligation to client. Unsold rooms will release automatically if not booked on 21st of July 2023.

Rates:

	INC VAT
06/10/23 to 06/10/23: 5 guests on a Bed and Breakfast -Single Occupancy	£129 Per Room Per Night
07/10/23 to 07/10/23: 30 guests on a Bed and Breakfast -Single Occupancy	£159 Per Room Per Night
07/10/23 to 07/10/23: 30 guests on a Day Delegate Rate – Including PA System	£35 Per Person
07/10/23 to 07/10/23: Any non-residents Dining	£35 Per Person

All rates are inclusive of VAT

Your meeting and event package includes:

DAY DELEGATE RATE INCLUDES:

Main Conference Room hire

Unlimited tea, coffee and biscuits

Choice of lunch options

Dedicated event manager

Immediate call facility

Meeting room stationary and toolbox

LCD projector, 6ft screen, plus flipchart

Iced Water

Unlimited fruit

Choice of refreshments and breaks, with the option to upgrade your choice to include bacon sandwiches, ice-creams

Free WiFi

Invoice Address:

Cynthia Holden

33 Cairds Drive

Clackmannan

Clackmannanshire

FK10 4EQ

Invoice Instructions:

30% non-refundable deposit required within 14 days.

100% non-refundable payment by 25th August.

Addendum to Terms and Conditions:

Accommodation is on hold at no obligation to client. Unsold rooms will release automatically if not booked on 21st of July 2023.

Guests can call the hotel on 01786 27 27 27 or e-mail reservations@stirlinghighlandhotel.co.uk quoting "WOME010923" in order to book on the event rate. Guests can cancel their bedrooms free of charge up until 6 weeks prior, after this point any cancellations would be fully chargeable.

Car Parking

All day and overnight delegates must register using the electronic portal at Hotel Reception to apply for a temporary parking permit, a third-party company will issue penalty notices should this not be done, unfortunately the Hotel is unable to override any parking notices.

1. GENERAL

1.1 In this Contract (unless the contract otherwise requires), the following words shall have the following meanings:

"**Appendix**" means the appendix attached hereto which sets out specific details of the Event;
 "**Client**" means the company, firm, body, agent or person booking the Event;
 "**Conditions**" means these terms and conditions which apply to all event bookings at the Hotel;
 "**Contract**" means these Conditions and the Appendix;
 "**Event**" means the event (including, but not limited to, the accommodation, services and other facilities) booked by the Client, further details of which are set out in the Appendix;
 "**Event Manager**" means the Hotel's event manager from time to time;
 "**Guests**" means guest or delegates attending the Event;
 "**Hotel**" means Stirling Highland Hotel and/or the Hotel specified in the Appendix;
 "**Minimum Guaranteed Number**" means the number of guests/delegates for the Event per day specified in the Appendix;
 "**Price**" means the price specified in the Appendix; and
 "**Revenue**" means the revenue anticipated by the Hotel in respect of the Event and any other facility or service which has been booked by the Client in connection with the Event, including an estimate by the Hotel for beverage consumption during the Event.

1.2 This Contract is created upon the Hotel accepting the Client's confirmation of Event booking and issuing the Contract to the Client for signature.

1.3 The Conditions shall prevail over any other terms and conditions.

2. MEETING OR EVENT NUMBERS AND GUEST DETAILS

2.1 The Client shall confirm final numbers for the Event to the Event Manager no later than three working days prior to commencement of the Event. If final numbers are less than that permitted under clauses 2.2 and 2.3, then a cancellation charge will apply. If final numbers increase over that previously communicated to the Events Manager, the Client will be charged accordingly.

2.2 The Minimum Guaranteed Number may be adjusted by the Client provided that such adjustment is communicated to and accepted by the Event Manager and such reduction complies with clause 2.3.

2.3 The Minimum Guaranteed Number may be reduced as follows:

Timing of Reduction	Percentage of Reduction
12 to 6 months prior to the Event	5% reduction to the Minimum Guaranteed Number
6 to 3 months prior to the Event	5 % reduction to the Minimum Guaranteed Number or whether the

	Minimum Guaranteed Number has already been reduced, a 5% reduction to the reduced number
3 to 1 months prior to the event	5 % reduction to the Minimum Guaranteed Number or whether the Minimum Guaranteed Number has already been reduced, a 5% reduction to the reduced number

2.4 Should the number of Guests attending the Event significantly increase or decrease then the Hotel reserves the right (upon providing at least three working days' notice to the Client) to provide alternative accommodation and space of an appropriate size for the Event.

2.5 The Client shall provide the Event Manager with a written rooming list providing details of Guests for overnight accommodation at least two weeks prior to the Event.

3. ROOM AVAILABILITY

3.1 Bedroom accommodation is available from 3pm on the day of arrival and must be vacated by 11am on the day of departure, unless otherwise agreed with the Hotel. Extension beyond these times shall entitle the Hotel to impose additional charges.

3.2 Other rooms booked for the Event are available from the times specified in the Appendix and any extension beyond these times shall entitle the Hotel to impose additional charges.

3.3 In the unlikely circumstances that the Hotel does not have the number and types of rooms available at the Hotel on the dates required for the Event, the Hotel reserves the right (without liability) to relocate the Event to an alternative Hotel of a similar standard in the same locality.

3.4 If a particular room which has been booked by the Client is unavailable at the Hotel on the required dates, the Hotel reserves the right (without liability) to relocate the client to an alternative room of a similar standard within the Hotel.

3.5 Any reasonable expenses incurred for relocation shall be borne by the Hotel. The acceptance of this obligation (which will not release the Client of the obligation to pay the Hotel the relevant charges) shall be in lieu of all other liabilities or obligations.

3.6 The Hotel reserves the right to accept more than one event on a particular day. If the Client wishes to obtain exclusive use of the Hotel for their Event, this may be arranged for an additional charge.

4. CANCELLATION

4.1 By the Hotel:

The Hotel reserves the right to cancel the Event (or any part thereof) if:

- 4.1.1 The Client fails to adhere to any of these Conditions;
- 4.1.2 In the opinion of the Hotel, there has been a significant change in the Client's contracted booking;
- 4.1.3 The Client is insolvent or the Hotel has reasonable grounds for anticipating the same;
- 4.1.4 The Hotel is not satisfied with the client's credit status;
- 4.1.5 In the opinion of the Hotel, the Event might prejudice the reputation of the Hotel;
- 4.1.6 if the Hotel, or any part of it, is closed or damaged due to circumstances beyond its reasonable control; or
- 4.1.7 The Hotel is requested to cancel the Event by any government or other authority.

4.2 By the Client:

In this clause 4.2, the Event will be considered "Cancelled" by the Hotel when a Client, by written notification to the Event Manager:

- 4.2.1 Cancels or postpones the entire Event;
- 4.2.2 Cancels or postpones any element of the Event (e.g. meal / syndicate rooms);
- 4.2.3 Reduces the number of Guests below that permitted in clauses 2.2 and 2.3; or
- 4.2.4 Reduces the duration of the Event as a result of which the contracted value is reduced.

4.3 If an Event is cancelled, the Hotel shall have the right to impose a cancellation charge ("**Cancellation Charge**") which shall be calculated as a percentage of the Revenue as detailed below.

Timing of Reduction	Percentage of Revenue
Between 52 and 12 weeks prior to the Event	30%
Between 12 and 8 weeks prior to the Event	50%
Between 8 and 4 weeks prior to the Event	80%
4 weeks prior to the Event	100%

4.4 The Hotel will use reasonable endeavours re-sell to another client the accommodation, function rooms, services and other

facilities booked in connection with the Event and a proportional reduction in the Cancellation Charge will be made if the Hotel is successful.

4.5 If a Cancellation Charge is due, any deposit will be held until the original Event dates have passed and an assessment of the charges can be made by the Hotel and the deposit offset against the Cancellation Charge.

4.6 Any Guests who do not arrive or depart early will be charged at 100% of their respective Revenue.

5. PAYMENT TERMS AND CREDIT ACCOUNTS

5.1 The Hotel reserves the right to inform the Client of any price variation in order to reflect any change in cost. The Client will be given the option to cancel, without penalty, if the revised price is increased by 10% or more.

5.2 The Client shall make all payments due under the Contract in Pounds Sterling and within 14 days of the date of the relevant invoice or request for payment.

5.3 A credit account may be applied for up to 28 days prior to the Event and, if accepted, will be confirmed to the Client by the Hotel. Credit accounts are given at the absolute discretion of the Hotel.

5.4 The Hotel reserves the right to amend or withdraw credit facilities at any time and/or require payment of the Price or any other amount due in full or in part, without further liability, upon written notice to the Client if in the Hotel's view, the Client's credit worthiness deteriorates.

5.5 If the Client is an approved credit account customer of the Hotel, the Client shall pay to the Hotel a deposit of 50% of the Revenue at least one month prior to commencement of the Event and shall pay the balance of the sum due within 14 days of the date of the invoice.

5.6 If the Client is not an approved credit account customer of the Hotel the following provisions apply the Client shall pay to the Hotel a deposit of 30% of the Revenue at the time of confirming the Event booking.

5.6.1 The Client shall pay the balance and any additional cost incurred by the Hotel in connection with the Event at least 30 days before the date of the Event.

5.6.2 The Client shall provide the Hotel with credit card details at least 14 days before the Event to cover the cost of any additional charges that may be incurred.

5.7 Should the Revenue of the Event increase after the initial deposit has been paid, the Hotel may request an additional deposit be paid prior to the Event.

5.8 If the client fails to pay any amount due under the contract on the due date the hotel may charge interest at an annual rate of 4% above the base rate for the time being of Barclays Bank Plc for the period from the due date up to and including the date of receipt. (whether before or after judgment).

5.9 The Client shall notify the Hotel of any disputed amounts within 5 working days of the date of the invoice or request for payment.

	The Client shall pay the undisputed amount within 14 days of the date of the invoice. The disputed amount may be withheld until the dispute is resolved. No interest will be charged for a genuine dispute.		that fire exits are kept clear at all times, and where a fire exit sign will be obscured, the Client shall ensure that appropriate temporary signs are erected.
5.10	All payments by the Client to the Hotel shall be made without deduction or set off.	9.3	All electrical contractors must be NICEIC, EEA or IEE registered and the Client shall provide the Hotel with written evidence of this if so requested by the Hotel.
5.11	Invoices shall be sent to the address and be marked for the attention of the person as detailed in the Appendix. The Client shall notify the Hotel of any change to the billing address or addressee as soon as reasonably practicable.	9.4	The Client shall provide the Hotel with a list of names of all visiting contractors and third parties if so requested by the Hotel.
6.	OUTSIDE AND THIRD PARTY CONTRACTORS 6.1 The Hotel reserves the right to refuse any external entertainment, services or activities that the Client may have arranged and does not accept any liability for the acts or omissions of any party employed by the Client in connection with the Event.	9.5	The Hotel reserves the right to evacuate the Hotel in the event of a Fire Alarm or other emergency irrespective of whether it is a genuine emergency or not, in order to protect all guests and staff and in this event, does not accept any liability for any consequent delay to the Event.
6.2	The Client shall (and shall procure that all third parties employed by the Client) comply at all times with all regulations (whether statutory or otherwise), the Hotel's rules and regulations and any reasonable requests of the Hotel.	9.6	The Client shall obtain the prior written approval from the Hotel and any public authority (where necessary) if it (or any third party employed by it) wishes to fix items to the walls, floors and ceilings or to use smoke machines, lasers, fireworks, cracked oil, dry ice or any form of pyrotechnic.
6.3	The Client shall ensure that these Conditions are brought to the attention of all third parties employed in connection with the Event	9.7	Where motor vehicles will be used and/or displayed in connection with the Event, the Client shall (and shall procure that all third parties employed by the Client in this regard) comply with the following provisions:
7.	LICENSES	9.7.1	The vehicle shall not contain any fuel of any nature;
7.1	The Hotel shall be responsible for applying for any additional licenses, consents and permits required in connection with the Event, provided the Client gives sufficient notice of their exact requirements to allow such applications to take place and the Client meets the reasonable costs associated with such application. The Client will be given the option to cancel the contract if the Hotel is unable to supply any additional licenses required by the Client to allow the Event to proceed.	9.7.2	The vehicle's battery shall either be removed or disconnected prior to the vehicle entering the Hotel's premises;
7.2	Client shall (and shall procure that all third parties employed by the Client) comply with the terms of all licenses, consents and permits (including any conditions attached thereto) and any decision or recommendation by the licensing officer or other licensing or entertainment authority.	9.7.3	The vehicle (including, but not limited to, its tyres) shall be satisfactorily clean;
8.	SECURITY	9.7.4	Access and exit times that have been specified or agreed with the Hotel shall be strictly adhered to; and
8.1	Unless specific security arrangements are made with the Hotel, the Hotel accepts no responsibility or liability for any loss or damage to property of the Client, Guests or any third parties employed by the Client beyond that provided for in the Hotel Proprietors' Act 1956 (as may be amended). The Client should note that some Event rooms are not capable of being locked and that the Client shall be responsible for informing its Guests of this prior to the Event and for taking all reasonable security measures.	9.7.5	Any appropriate oil drip trays are used.
8.2	Security can be arranged by the Hotel with adequate prior notice at an additional charge.	9.8	The Hotel reserves the right to refuse access by any vehicle for failure to comply with any of the provisions in clause 9.7, any reasonable request of the Hotel or if it considers that access and/or use of the proposed vehicles may cause damage to the Hotel's premises.
9.	FIRE, HEALTH AND SAFETY	10.	LIABILITY
9.1	The Client shall (and shall procure that all third parties employed by the Client) comply at all times with all fire, electrical, health and safety regulations (whether statutory or otherwise) including (but not limited to) the Fire Precautions Act 1971 (as may be amended).	10.1	We are responsible for losses you suffer as a result of breaking this Contract if the losses are a foreseeable consequence of us breaking the Contract. The Hotel is not responsible for indirect losses which happen as a side effect to the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of business opportunity or goodwill).
9.2	The Client shall ensure that any materials brought into the Hotel are so far as possible made of non-flammable materials,	10.2	The entire liability of the Hotel under or in connection with the Contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited in respect of each event or series of connected events to the Price.
		10.3	Nothing in this Contract shall operate to exclude or restrict either party's liability for:
		10.3.1	Death or personal injury resulting from negligence; or
		10.3.2	Fraud or deceit.
		10.4	Personal belongings of the organiser or persons attending an event may be deposited in the Hotel's cloakrooms or other designated areas set aside for this purpose. The hotel does not take responsibility for possessions left unattended which are misplaced, lost or stolen.
		11.	FORCE MAJEURE
		11.1	In this clause 11, "Force Majeure Event" means any circumstance beyond the control of the Hotel including, but not limited to acts of God, earthquake, terrorism, riot, if there

- is no option but to cancel the Event, both the Hotel and the Client will bear the losses, as neither is responsible for the cancellation.
- 11.2 If the Hotel is prevented or hindered from hosting the Event by a Force Majeure Event, the Hotel may, at its sole option, re-locate the Event to another hotel in the same locality, or terminate the Contract forthwith by giving notice to that effect to the Client.
12. GENERAL
- 12.1 Should any Guests of or third parties employed by the Client behave in a manner that is considered unacceptable to the Hotel, the Hotel reserves the right to remove such party from the premises and/or terminate the Contract. In this event, no monies will be refunded to the Client.
- 12.2 The Client shall pay for the cost of repairing any damage caused to the property, contents or grounds of the Hotel where such damage has been caused by Client or a member of his party. Names and addresses of Guests of the Client will be used to follow up on damage caused.
- 12.3 The Client shall not (and shall ensure that all Guests and third parties employed do not) use the name, logo or any details of the Hotel for any matter, or permit external food or beverage to be brought into the Hotel without the prior written approval of the Hotel.
- 12.4 The Client shall not (and shall ensure that all Guests and third parties do not) permit any goods, services or any other matter capable of being sold (including, but not limited to, tickets) to be sold within the Hotel's premises without the prior written approval of the Hotel and any public authority (where necessary).
- 12.5 If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract, which shall remain in full force and effect.
- 12.6 If any provision of this Contract is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.
- 12.7 A person who is not party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. The clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 12.8 This Contract constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it.
- 12.9 No variation or alteration of any of the Contract shall be effective unless it is in writing and signed by or on behalf of each party.
- 12.10 This Contract shall be governed by English Law and the parties to this Contract submit to the jurisdiction of the English courts
- 12.11 Please note all hotels in The Hotel Collection have a no smoking policy in bedrooms, meeting rooms and public areas.

Client: STI PRIVATE BOOKING 2023
Event date: 06 October 2023 - 08 October 2023
Booking name: Women's Conference- PA SYSTEM
Confirmation Number: 0000026767
Return by date: 18 May 2023

For the Client:

Signature:

Printed Name:

Job Title:

Company:

Date:

For the Hotel

Signature:

Printed Name: Alba Boudet

Job Title: Meeting & Events

Company: Stirling Highland Hotel

Date

