

The Objectives of Terms and Conditions are:

To protect all parties through providing a better understanding of their contractual obligations; To heighten awareness of the legal obligations of both clients and venues when confirming a booking; To recognise that enforcement of a contract and implementation of Terms and Conditions will always be at the discretion of the aggrieved party, taking account of normal commercial considerations.

Definitions:

The 'Hotel' and 'We' means the property for which a contract is agreed. The property is owned/managed by the Hotel whose registered office is the University of Stirling, Stirling, FK9 4LA.

The 'Client' and 'You' means the organising body/company responsible for booking of and payment for the event.

The 'Contract' means the written agreement between the Centre and the Client for a specific booking or series of bookings. These Terms and Conditions will form part of the Contract together with any other Terms stated in the Contract.

Charges and Payment:

1. The Hotel requires at least 14 days' notice prior to arrival date to arrange any credit facilities. Credit accounts must not exceed their credit limit at any time.
2. Payment is due for credit accounts 28 days following the date of postmark. Payments must be made in Pounds Sterling (UKL) payable to the University of Stirling. Within this period invoice queries will be dealt with by the Sales Office – beyond this period no refunds will be issued.
3. In the event of payment becoming overdue, interest at 2% above the current payable Bank base rate, as at the date of your invoice, will be added to your account. Reminders or statements will not normally be issued.
4. At the time of making the booking the Client will notify the Hotel of the name of the individual at the Clients' address for whose attention the main account should be addressed. The client will be charged for the facilities and other services provided pursuant to the Contract including incidental charges for newspapers, telephone calls, bar charges and the like incurred by individual attendees. These will be recovered by the Hotel from the individual on departure from the Hotel according to the instructions to do so given by the Client prior to the event.
5. Deposits are non-refundable.

6. The deposit or pre-payment required for the event will be specified on the Contract.

Confirmation by the Client:

7. All bookings are considered as provisional until the contract is signed by the client. Once the contract has been signed all such provisions reserved on your behalf will be subject to the Terms and Conditions of the Contract.

8. The Contract must be returned by the Client and received by the Hotel within 10 working days of the date of issue or, if such time is not available prior to the date of arrival, within a maximum of 48 hours. If the contract is not received by the Hotel within this period the Hotel reserves the right to release the provisional booking and re-let the facilities.

9. Numbers must be advised to the Hotel and these will be identified in the Contract. Final programme, menus, equipment and any special requests must be confirmed to the Hotel at least 7 days prior to arrival.

10. The Hotel reserves the right to vary the size of the meeting room to be provided under the contract if there is any material variation in the numbers of attendees.

Amendments by the Client:

11. Amendments to guest numbers and/or arrangements must be confirmed to the Hotel in writing.

12. Reduction in the duration or contracted value of the booking shall be subject to The Hotel's Cancellation Policy.

13. No charges will be made for any reductions in numbers of less than 10% from those stated on the Contract, providing they are received in writing by the Hotel at least 7 days prior to arrival.

14. Should a reduction in numbers of 10% or more be made six weeks or less prior to the event, the Hotel will first endeavor to re-sell any facilities and services released. In the event that the facilities and services released cannot be re-sold, then any reductions of 10% or more shall be subject to the Hotel's cancellation policy.

15. Final numbers, within the terms stated must be notified to the Hotel at least 7 days prior to arrival. These will be the minimum number for which the Client will be charged.

Cancellation by the Client:

16. In the unfortunate circumstances that you have to cancel or postpone your confirmed booking 6 weeks or less prior to the event, the Hotel will make every effort to re-sell the facilities on your behalf. The Hotel's cancellation policy is 65% on all contracted business, being our loss of profit.

17. Any cancellation, postponement or partial cancellation should be advised to the Sales Office of the Hotel in the first instance verbally. You will be advised at that stage of a cancellation reference number. We also request that cancellations are confirmed in writing by the Client. If an event is postponed at least 6 months in advance, Stirling Management Hotel will agree to carry the deposit if the event is to take place within the same financial year i.e. 1st August – 31st July. If the event is postponed with less than 6 months notice, The Hotel will carry 50% of the deposit already paid if the event takes place in the same financial year.

18. Definitive cancellation charges due can only be confirmed to you after that intended date of your event, when we shall reduce the charge by the profit on any alternative business we have been able to secure on your behalf.

Amendments or Cancellation by the Hotel:

19. a) Should the Hotel for reasons beyond its control, need to make any amendment to your booking, we reserve the right to offer an alternative choice of facilities.

b) Should the Client make significant changes to the programme or the expected numbers of the guests, this may result in amendments in the applicable rates and/or facilities offered by the Hotel.

20. The Hotel may cancel the booking:

a) If the booking might, in the opinion of the Hotel, prejudice the reputation of the Hotel or the University of Stirling.

b) If the Client is more than 30 days in arrears of payments to the University of Stirling. If the Hotel becomes aware of any alteration to the Client's financial situation.

Arrival/Departure:

21. The bedroom accommodation is available from 1400 hours on the day of arrival and must be vacated by 1000 hours on the day of departure, unless specific alternative arrangements have been agreed.

22. The meeting rooms are available for the period shown on your Contract. Any extension may incur additional charges.

General:

23. The Hotel reserves the right to approve, at the time of booking, any externally arranged services or activities that you have arranged and cannot accept liability for any resultant cost.

24. Should any of your delegates be unable to correct any aspect of poor behaviour or activities unacceptable to the Hotel, the Hotel reserves the right to terminate their stay. Should this occur, no monies will be refunded. The Manager's decision is final. In the case of a residential booking, the responsible person(s) must be a residential attendee(s). The Client shall ensure that the responsible person(s) brings these conditions to the notice of all Attendees.

25. The costs of repairing any damage caused to the property, contents or grounds by any of your guests must be reimbursed to the Hotel by the Client. The Hotel reserves the right to charge the Client the amount of any charges which the Hotel, in its absolute discretion, decides to refund another client or clients by reason of the disorderly conduct of any one or more of the Attendees.

26. The welfare of child/ren present within the boundaries of Stirling Court Hotel is the sole responsibility of the parent/guardian of the child/ren

27. No wines, spirits or foods brought into the Hotel may be consumed.

28. The Hotel will not be liable for any failure to provide or delay in providing facilities, services, food or beverages as a result of events or matters outside its control.

29. The Hotel's name/logo may only be used in publicity, once a proof of the promotional material has been agreed with the Hotel.

30. The Client is responsible for ensuring any band or musician employed by them complies with statutory requirements and the requirement of the Management.

31. The Hotel must comply with certain licensing (including network use) and statutory requirements and requires the client to fulfil their obligations in this respect.

32. With regard to health and safety, prior written approval is required if you wish to fix items to the walls, floor or ceilings.

33. Prices quoted include VAT at the rate prevailing when the contract was prepared and are subject to alterations should the rate change.

34. All public areas in Stirling Court Hotel are non-smoking. Any guests wishing to smoke may do so in the designated outdoor area.

Cancellation Insurance:

35. While the Client is not required to take out insurance to cover the cost of compensation to the Hotel in the event of a major shortfall in attendee numbers, it is recommended. Sales Office Staff can offer advice in this respect.