



TERMS & CONDITIONS

1. Making a reservation

You can make a reservation for a meeting/event ("the Event") by returning to us this document, duly completed and signed along with the deposit. The amount of the deposit will be set out on the information sheet that accompanies these Conditions (the "Booking Information Sheet"). The Booking Information Sheet in respect of Christmas bookings will include the information set out on the reverse of the Christmas booking leaflet. Please note that by signing and returning this document to us along with your deposit you are entering into a valid and binding contract with us ("the Contract") on the terms and conditions set out here ("the Conditions") and the Booking Information Sheet.

Subject to clause 4, all payments made under the Conditions (including the deposit) are non-refundable and non-transferable in their entirety.

In addition to these Conditions, specifics of your booking will be set out on the Booking Information Sheet for your ease of consideration.

Your reservation will be provisional only until we have received from you a signed copy of these Conditions along with your deposit in full.

Any special arrangements/requests should be referred to your Conference Host, who will be glad to help you. If you are making a reservation on behalf of somebody else, then please let us know so that we can complete any necessary forms or documents and you will need to confirm to us that you have the authority of that person or organisation to make that booking on their behalf. We will have no obligation to check the validity of that authority to enter the Contract.

2. Payment

All prices charged to you are inclusive of VAT and other taxes. All payments must be made in accordance with the Booking Information Sheet. If for any reason you fail to pay any sums due under the Booking Information Sheet, we reserve the right to deem such non-payment as a cancellation and you will incur a cancellation charge under the terms of the below Cancellation Policy.

We accept most credit cards, but if you wish to make use of our credit facilities, then please contact us at least 14 days before any payments are due under the Booking Information Sheet. Please note that, notwithstanding our right to deem non-payment as a cancellation in accordance with the below Cancellation Policy, unless you have been granted credit facilities, overdue amounts shall accrue interest from the due date until the date of actual payment at 1.5% per month.

3. Changes to numbers

You will need to provide us with an estimate of the number of people attending the Event at the time of booking. We will then set out on the Booking Information Sheet and will inform you of the Minimum Number (i.e. the minimum number for any price per head booking which will be 5% less than the estimated number). You can make changes to the numbers attending provided that you give us adequate notice of any variation at least 7 days before the date of the Event. However, please note that if the numbers attending fall below the Minimum Number you will be liable to us for the cost of the Event at the cost per head based on that Minimum Number regardless of the actual numbers attending.

In the event that you have additional guests, we will do our best to offer them the same service we offer to your other guests. Please note however that the price for the Event will then be increased accordingly.

4. Cancellations by you

A cancellation by you of the Event would result in a considerable loss for the hotel. That is why we have set up the following cancellation policy ("the Cancellation Policy"):

If you cancel :

At any time

between 24 and 16 weeks (inclusive) before the scheduled date of the Event

between 15 and 12 weeks (inclusive) before the scheduled date of the Event

between 11 and 8 weeks (inclusive) before the scheduled date of the Event

between 7 and 2 weeks before the scheduled date of the Event

less than 2 weeks before the scheduled date of the Event ("Late Cancellation")

Your cancellation charge will be :

The Deposit paid

20% of the full cost of the Event in addition to the Deposit paid

35% of the full cost of the Event in addition to the Deposit paid

50% of the full cost of the Event in addition to the Deposit paid

75% of the full cost of the Event in addition to the Deposit paid

100% of the full cost of the Event in addition to the Deposit paid

There will be a deemed cancellation if for any reason you do not arrive at the hotel for the Event even if this is a reason outside of your control, for example, adverse weather conditions, traffic delays, illness (this list is not exhaustive). In such a situation this will be treated as a Late Cancellation and 100% of the full cost of the Event in addition to the Deposit paid will be due and payable to us.

Please note that your cancellation must be in writing and sent to your Conference Host and shall be effective from the date actually received.

5. Cancellations by us

Sometimes we are forced to cancel Events. In the unlikely event that this should happen, we will immediately refund to you any advance payment you have made. We will however only cancel your Event if any of the following occurs:

- a) the hotel is closed due to fire, severe weather, by order of a public authority or by any other cause outside our control ;
- b) the hotel is sold to a third party;
- c) in our reasonable opinion the reputation of the hotel could be damaged by the Event or the Event could disturb our other hotel guests;
- d) the person or entity making the reservation for the Event is declared bankrupt or has become insolvent.

Once you have been refunded for the cancelled Event, we will have no further liability regarding your reservation.

6. Can you use the hotel's equipment?

Simply contact your Conference Host who will be pleased to provide you with most of the equipment you need for a successful Event. You can also bring your own equipment into the hotel (with our prior approval), provided that it is not dangerous, hazardous or illegal, and that you accept all liability for such equipment. Any such equipment must be promptly removed when requested by the hotel staff. It is however not permitted to bring food or beverages into the hotel, unless you have our prior consent. In the event that you wish to set up an exhibition at the hotel, we will ask you to provide us with details of your plans and materials in advance, so that we can ensure that we have sufficient space.

We are unable to guarantee that all of the many facilities at the Hotel will be available for use during your Event. We will take all reasonable steps to fulfil the reservation to the best of our ability and in accordance with the details provided. However we reserve the right to provide alternative services (which shall as far as reasonably possible be to a standard equivalent to those as set out on the Booking Information Sheet) at no additional costs to you.

You agree to begin and end your Event at the scheduled times as stated on the Booking Information Sheet. We reserve the right to charge and you agree to reimburse us for any additional expenses incurred by us due to you using the designated space outside the scheduled time.

7. Who's liable in case something goes wrong ?

Nothing in these Conditions shall limit or restrict our liability for death or personal injury caused as a result of our negligence nor do we restrict our liability for fraudulent misrepresentation. Under no circumstances whatsoever shall we be liable for losses special to your particular circumstances, indirect or consequential loss or loss of profit or wasted expenditure. You shall be liable to us for any damage caused by you or any persons attending your Event to any of the hotel property whatsoever. You shall indemnify us against all losses, actions, costs, claims, damages, demands, expenses and liabilities whatsoever which we may incur either in respect of personal injury to or the death of any person or in respect of any loss or destruction or damage to property (other than as a result of any negligence or default by us or of any person for whom we are responsible) which shall have occurred as a result of your use of any of the services or facilities provided by us under this Contract or which shall otherwise be attributable to the acts or omissions of you or as a result of any breach of these Conditions by you.

8. Use of the hotel logo in invitations/advertisements

We are always glad when our guests make reference to us. However, since our name and logos are important commercial assets and a symbol of our hospitality business, we would like to review all publications bearing our name or logos prior to any distribution.

9 Miscellaneous

No variation of these Conditions shall be effective unless in writing and signed on behalf of both you and us. All quotations, booking, orders and contracts are accepted by us subject to these Conditions which shall override any terms, conditions or warranties stipulated, incorporated or referred to by you whether referred to in the your booking or in any negotiations or correspondence or elsewhere. These Conditions shall be interpreted in accordance with English law.

You shall not be entitled to withhold payment of any invoice by reason of any right of set off or counterclaim which you may have or allege to have for any reason whatsoever.

You may not assign or in any way dispose of your rights or obligations under these Conditions without our prior written consent. We shall be free to assign or otherwise dispose of our rights under these Conditions and shall be free to sub-contract any of our obligations under the Contract. Any term of these Conditions, which may be void or unenforceable shall to the extent of such invalidity be severable and shall not affect the other provisions. Failure by either party to enforce any of these Conditions shall not be construed as a waiver of such Conditions.

Except as otherwise provided in these Conditions, any person who is not a party to the Contract shall have no rights pursuant to the Contract (Rights of Third Parties) Act 1999 to enforce any terms of these Conditions or the Contract. Any right or remedy of a third party that exists or is available apart from the Act is not affected.

Thank you for taking the time to read our Conditions. We have tried to keep them as simple and straightforward as possible. You now can confirm your reservation for the Event by signing this page below, and returning it to us before [redacted] Please note that we hold the right to release your reservation for the Event if we have not received this Contract, duly signed where indicated, by such date. Should you however have any further questions, then please do not hesitate to contact me or any other member of the hotel staff. They will be glad to assist you.

Yours sincerely,

Mrs Catherine Garcia
General Manager
For and on behalf of The Dragon Hotel, Swansea

I have read the above Terms & Conditions, I understand them and I agree to be bound by them.

Name (Company) _____

Name of Signatory _____

Date _____

Signatory _____