



# THE Franklin CENTRE

## BOOKING FORM

CONTACT NAME							
COMPANY NAME							
ADDRESS							
TELEPHONE NO.							
EMAIL ADDRESS							
<b>CONFERENCE FACILITY BOOKINGS</b>							
DATE REQUIRED							
TIMINGS REQUIRED							
NUMBER OF DELEGATES							
ROOM REQUIRED	THE FRANKLIN SUITE	<input type="checkbox"/>	ROOM LAYOUT	BOARD ROOM	<input type="checkbox"/>		
	THE ADELAIDE SUITE	<input type="checkbox"/>		THEATRE STYLE	<input type="checkbox"/>		
	THE BOARDROOM	<input type="checkbox"/>		CLASSROOM STYLE	<input type="checkbox"/>		
		OTHER LAYOUT *Please state					
LUNCH REQUIREMENTS		*Charges apply					
OTHER SERVICES		*Charges may apply					
SPECIAL COMMENTS							
<b>TRAINING COURSE BOOKINGS</b>							
TRAINING COURSE NAME							
COURSE DATE							
SPECIAL REQUIREMENTS <small>(i.e. dietary, access, etc)</small>							
<i>I hereby confirm that I accept and understand The Franklin Centre Terms and Conditions.</i>							
NAME:				SIGNED:			
DATE:							

All prices exc. VAT which will be charged at point of invoice. An invoice will be generated at point of booking. Bookings can not be confirmed until receipt of payment. Cancellation terms apply.

The Franklin Centre will keep your details on their database to keep you informed of any forthcoming events and news. Please tick the  box if you do **not** wish to be contacted

## TERMS AND CONDITIONS OF TRAINING AND CONFERENCE BOOKINGS

### **1. Definitions**

In these Terms & Conditions, the terms 'Client' shall mean any person, firm or company who has made an application or reservation for, and has been granted, hire of a function room, or training course placement for any event ('Facilities'); and 'Guest' shall mean any employee or other member of staff, delegate or visitor of, or other party with the Client. 'Event' means the event specified on the contract of event document.

### **2. Application for Facilities and Confirmation**

(i) All applications must be confirmed on a contract of events document issued by The Franklin Centre. The document must be signed and will be deemed to have been signed by a duly authorised person of the Client or by the Client. The Franklin Centre may at its sole discretion accept or reject any application. Once accepted, and subject to the payment provisions below, these terms and conditions shall apply and together with the contract of events document shall constitute the entire contract between the Client and The Franklin Centre.

(ii) All conference, event, function bookings are provisional until the contract is signed by both the Client and THE Franklin Centre. Once the contract is signed by both parties, all such provisions reserved on your behalf will be subject to these terms and conditions, as well as those of the contract. The contract or 'Agreement' must be returned by the Client and received by The Franklin Centre within 10 working days of the date of issue, and if such time is not available prior to the date of arrival, within a maximum of 24 hours. If The Franklin Centre does not receive the Agreement within this time period, The Franklin Centre reserves the right to release the provisional booking and re-let the facilities.

(iii) Any amendments, special instructions, additions, cancellations, extensions to stay or any variation to anything previously discussed and agreed must be supplied to The Franklin Centre by the Client in writing.

### **3. Terms of Payment**

(i) Full payment for all monies due (whether deposits or full pre-payments) must be made within 7 days of receipt of contract. If the booking is made less than 7 days in advance, then these monies are due immediately with the signed contract. Payments can only be accepted by cheque or cash.

(ii) Any additional costs incurred during the event must be paid on receipt of full invoice. Balance is payable 7 days from invoice date. If the Client has no credit facilities with The Franklin Centre, then these charges must be fully paid before departure.

(iii) Any event which runs over the agreed time or eight hours will be charged at an hourly rate, as per the tariff set out on the rate sheet, as amended from time to time (a copy of which is available on request) unless otherwise agreed in writing with The Franklin Centre.

(iv) Conference and Banqueting Clients must pay the deposit or full prepayment specified in the contract of event document. Should the Client fail to pay the specified prepayment on the due date, The Franklin Centre may treat the booking as having been cancelled. Deposits and pre-payments are neither refundable nor transferable.

(v) The Franklin Centre reserves the right to charge interest at the rate of 4% per annum above the base lending rate of National Westminster Bank England on all payment(s) or part(s) thereof that are not paid by the date due.

### **4. Cancellation of an Event**

In the unfortunate circumstance that you have to cancel or postpone your confirmed booking at any time prior to the date of your event, The Franklin Centre we will only accept this in writing; either by fax, email or letter. The following cancellation terms apply to all bookings:-

If cancelled between 90 and 61 days before the date of the function	25% of the total value of the cancelled booking plus VAT
If cancelled between 60 and 31 days before the date of the function	50% of the total value of the cancelled booking plus VAT
If cancelled between 31 and 15 days before the date of the function	75% of the total value of the cancelled booking plus VAT
If cancelled less than 14 days before the date of the function or non arrival on the date of the function	100% of the total value of the cancelled booking plus VAT

### **5. Cancellation, Change of Location or Date of Facilities by THE FRANKLIN CENTRE**

(i) The Franklin Centre may cancel the booking without liability whatsoever to the Client other than a refund (if applicable) if the Facilities is closed due:

To a fire or other emergency, any dispute with employees, or by order of any public authority or any other occurrence beyond the reasonable control of The Franklin Centre which shall prevent it from performing its obligations in connection with the booking or

If The Franklin Centre becomes aware of any significant change in the financial status of the Client, or the Client becomes bankrupt, insolvent or enters into liquidation, receivership or any other arrangement with its creditors or

If the Client is more than 30 days in arrears with payment for previously supplied services by either The Franklin Centre or the management company or any other group company or

If it might prejudice the reputation of The Franklin Centre. In such event, The Franklin Centre will refund any advance payment made, but will have no further liability to the Client.

(ii) The Franklin Centre reserves the right to change agreed event Facilities with appropriate discussion if indicated numbers do not materialise and will keep the Client informed of any such decision.

### **6. Rebooking the Facilities**

If the event or group booking is cancelled and you wish to rebook at a time no less than 30 days prior to the event, 25% of any cancellation charge made will be credited to the rebooked event.

### **7. Numbers to be Charged and Reduction in Numbers of Delegates or Booked Rooms**

(i) Provisional numbers will be asked for at the time of booking and The Franklin Centre reserves the right to set a minimum number to be charged for the event. Should the Client make (in the sole opinion of The Franklin Centre significant changes to the programme, function, numbers attending a function; The Franklin Centre reserves the right to change the rates for the facilities and services offered. Final numbers must be confirmed five working days prior to event.

(ii) There will be no charge for a reduction in numbers in the following circumstances. All changes are notified in writing prior to the time scales set out in paragraph 4 and do not result in a number less than any agreed minimum number, if applicable. Any reduction in numbers after the appropriate time scale in paragraph and prior to final numbers will be charged at 50% of the agreed rates, unless the minimum number charge is applicable. Any cancellations after final numbers are agreed will be charged at 100% of the agreed individual rate, unless the minimum number charge is applicable.

### **8. Variation to or Conflict of Terms**

If there is any discrepancy between these terms, the contract if events document or any other express term set out in writing in a separate letter, these terms shall be subject to those express terms, provided they are signed by The Franklin Centre and agreed at the time the application is accepted.

#### **9. Damage to Property and Loss of Personal Possessions**

The Client assumes full responsibility for any and all damage caused by it or any of its guests or contractors, whether in Facilities reserved or in any other part of the complex. Any damage will be charged at full repair cost. The client booking the group will be held responsible for any damage on the full indemnity basis to property caused by guests attending a conference or function, including damage which the company reasonably believes has been caused by guests attending such conference or function, or contractors making preparations for such a function. The Franklin Centre accepts no responsibility for the loss of any personal possessions including any loss arising from the negligence, default or misconduct of either the Client or its guests.

#### **10. Signage**

Affixing signs, displays & posters to walls may only be carried out to within the authorisation of The Franklin Centre & any damage caused will be charged at full repair cost.

#### **11. Right to Eject**

The Franklin Centre reserves the right to eject any guest of the Client attending the event if it appears that the guest may be engaging in any undesirable activities which are deemed to be contrary to the best interests of The Franklin Centre. This includes any guest who is drunk and causing a major nuisance to others or is taking or dealing, or otherwise, in any illegal substances.

#### **12. Compliance with Regulations**

The Client and its guests shall abide by and observe all requirements, laws, rules and regulations whether imposed by The Franklin Centre or any municipal or other competent authority.

#### **13. Insurance**

(i) The Client shall carry public liability insurance against personal injury, death or damage to or loss of property by any cause whatsoever. If proof of liability of such insurance is requested by The Franklin Centre, the Client must provide evidence of having such insurance within 1 week of being requested.

(ii) The Client shall also ensure that it has full indemnity insurance against the usual risks in respect of loss, damage or injury to goods, property and persons.

#### **14. Limitation of Liability**

The Franklin Centre, its employees or agents shall not be liable for any loss, theft or damage to any personal belongings of the Client or its guests.

#### **15. Indemnity**

(i) The Client hereby fully and effectually indemnifies The Franklin Centre against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by The Franklin Centre, its employees, agents or contractors as a result of any cause whatsoever arising in connection with the event.

(ii) The Franklin Centre, its employees, agents and contractors shall not be liable for any costs, claims, demands, proceedings and losses arising as a result of the death of or injury to any person or damage to any property however caused, except where such death, injury or loss is due to negligence of The Franklin Centre.

#### **16. Rights Reserved**

On any reduction of numbers to any kind of function or number of guests using a room(s); the company reserves the right to relocate an event or booking to a room to suit numbers confirmed. The company reserves the right to alter the tariffs for rooms or functions without prior notice to take account of the increased costs.

#### **17. Force Majeure**

The company shall not be liable for any default due to any act of God, war, strike, lock-out, industrial action, power failure, fire, flood, drought, storm or other circumstances beyond the reasonable control of the company

#### **18. Assignment**

The Client shall not be entitled to assign or delegate to a third party, any rights or obligations of the Client arising under these Terms and Conditions. The Franklin Centre shall be entitled to assign the benefit (subject to the burden) of its contract with the Client without notice to or consent from the Client.

#### **19. General and Severability**

i) The Client shall be responsible for the orderly conduct of its delegates, and shall ensure that its delegates have regard to any regulations imposed by any competent authority, and that nothing shall be done which will constitute a breach of the law. The Client shall fully indemnify The Franklin Centre against any claims, or loss or damage arising as a result of the breach of this clause. Prior written approval from The Franklin Centre must be obtained if the Client wishes to carry out any works in any facility to facilitate their function, inclusive of but not limited to networking, signage, affixing items to the floors, ceilings or walls. As per Section 12, The Franklin Centre will hold the client responsible for any damage caused through negligence by the client, its Guest or its Contractors. An inspection of the premises, before and after, may be arranged through the office of The Franklin Centre Management.

(ii) Where any facilities have been booked, The Franklin Centre will not be liable to make any refunds if the delegates or guests of the Client fail or refuse to use them for whatever reason, and full payment must be made to The Franklin Centre by the Client. Where The Franklin Centre is requested to book facilities and or services on behalf of its Clients or their guests and, or delegates with third parties, it will do so in good faith but cannot be held liable should the standard of those services prove deficient, nor for the omissions of such third parties; or if the Client, its delegates and, or guests fail or refuse to use such services arranged via third parties. Any charges levied against The Franklin Centre for any third party services in such circumstances will remain the responsibility of the client and are subject to the previously stated Terms of Payment set out in Section Three unless otherwise agreed in writing.

(iii) Only food and beverage purchased from The Franklin Centre may be consumed on the premises. If in, special circumstances only, the Management allow food and beverages to be consumed a notice will be displayed to indicate that food has not been supplied. The preparation of food and beverages is not permitted within the facilities which includes but not limited to unpacking from containers, displaying, etc. In these circumstances a minimum charge of £10.00 plus VAT will be applicable. No facilities will be permitted to be used without further charge this includes kettle, microwave, fridge, coffee machine, toaster, crockery and cutlery. Liability for any illness resulting from food and beverage being brought into the premises by the Client, its guests or delegates shall be the sole responsibility of the Client.

(iv) Meeting Rooms and other Facilities is offered to the Client for their exclusive use and for their affiliates and is not for resale to non-affiliated parties unless by prior arrangement with The Franklin Centre.

(v) Any event or function must start and finish at the times specified on the Contract. Changes to these times must be agreed with The Franklin Centre.

(vi) Subject to paragraphs 2 and 9, these Terms and Conditions contain the entire agreement between the Client and The Franklin Centre and may not be changed orally, but only in writing, signed by a duly authorised representative of the party against whom enforcement of any waiver, change, modification or discharge is sought.

(vii) Smoking is only permitted in external designated areas.

(viii) Free parking is only permitted in designated areas. Disruption to other businesses within the industrial estate is not permitted and the owner of the vehicle will be liable for any claims. Vehicles parked within designated areas are left at the owners own risk. The Franklin Centre does not take any liability for lose, theft or damage.

(ix) Industrial work wear is not permitted in the centre. Footwear must be clean. Damage or soiling made due to negligence will be charged.

(x) If at any time any paragraph or sub-paragraph or any part thereof in this agreement is or becomes or is found by any court or other competent authority to be invalid, unlawful or unenforceable, then such paragraph or sub-paragraph or any part thereof shall be severed from the remainder of this agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

**20. Governing Law and Jurisdiction**

These Terms and Conditions shall be construed in accordance with English law and the Client hereby submits to the non-exclusive jurisdiction of the English courts.

***I, the undersigned, confirm the booking of the Facilities and Rates as quoted in the aforementioned quotation, reference letter or contract. I have read and fully understand that the contract is subject to the terms and conditions set out here.***

**Booking Name:**

**Date:** .....

**Client Signature:** .....

**Print Name and Position:** .....

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