

Jersey Conference Bureau

Code Of Practice

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Jersey Conference Bureau **Code of Practice**

Overview

The Jersey Conference Bureau's Code of Practice has been prepared in conjunction with all relevant sections contained in the Meetings Industry Association 'Magna Carta' which was drawn up by the MIA after consultation with a broad representation of the whole Meetings Industry both buyers and suppliers. Additionally the main points of the Incentive Travel and Meetings Association (ITMA) Code of Conduct and the details used in the Manchester Convention Bureau's Code Of Practice have been adapted to the JCB Code of Practice.

Compliance with the spirit of the Jersey Conference Bureau's Code of Practice will be a condition of membership of the Bureau.

The Jersey Conference Bureau's Code of Practice – Main Points.

1. Code of Practice

The Code of Practice shall govern the spirit of the JCB. This section contains the Application, Definitions, Principles and the Administration of the Code.

The Code outlines our assurance of standards and professionalism. It will be the criteria of standards that all members will agree to undertake. The main points will be included on the same sheet as the Membership Application Form. By doing this all members will be aware of the commitment required. Page 10 covers the main points of the Code. The detailed version will be retained at the JCB office for reference by the membership.

2. Commitment to our Customers

This section deals with the usage of the JCB 'Commitment to our Customers' as a tool to promote a members business. It covers 4 sections and deals with:

- a) The JCB Members Commitment.
- b) How the 'Commitment' applies to Venues or Conference Agencies through the Code of Practice.
- c) How the JCB 'Terms and Conditions' for Conferences and Associated Events can be used to help and increase a members business.

- d) How the JCB 'Standard' Residential/Non-Residential Conference Packages can be used to help and increase a members business.

3. JCB Venue or Conference Placement Agency Code of Practice

This section deals with a protocol defining the relationship between the Client, the Venue and the Placement Agency. It contains what Conference Placement Agencies agree to undertake and what Venues agree to undertake.

4. JCB 'Model' Terms and Conditions for Conferences & Associated Events

This section covers the objectives of the Terms and Conditions that will apply and deals with such issues as Definitions, Charges, Payments, Confirmations, Cancellations and General Points. In due course these recommended terms and conditions will be circulated to the industry as a guideline.

5. JCB 'Standard' Residential Conference Package

This section outlines a schedule of the minimum components which JCB venues are expected to provide in their Residential Conference Package. It is a 'Standard' that must be used as a minimum for member companies providing this type of service or facility. In due course member companies will have to ensure that this 'Standard' applies throughout the industry.

6. JCB 'Standard' Non-Residential Conference Package

This section outlines a schedule of the minimum components which JCB venues are expected to provide in their non-residential conference package. It is a 'Standard' that must be used as a minimum for members companies proving this type of service or facility. In due course member companies will have to ensure that this 'Standard' applies throughout the industry.

7. JCB 'Rationale' for what is included in the 'Standard' Packages

This section specifically outlines the rationale used in respect of each element of the Residential/Non-Residential Conference Packages that the JCB recommends as a minimum standard for the industry providing this type of service or facility.

This section also contains additional services, which can be considered above the 'Standard' package.

Section 1- Code of Practice

1. Application

The Jersey Conference Bureau's Code of Practice (Code) shall govern the spirit and method of all commercial activities of member companies of the Jersey Conference Bureau (JCB) whensoever and howsoever they conduct their business. An acceptance of the Code by members of the JCB and by implication, agreement to honour it, shall represent an essential criteria for membership of the JCB.

2. Definitions

2.1 Conferences, Events and Meetings

For the purposes of the Code a Conference, Event or Meeting is defined as a gathering of people convened or invited by a client company for the purposes of receiving and communicating relevant corporate information.

2.2 Corporate Hospitality

For the purpose of the Code, the term Corporate Hospitality shall mean a gathering of people, be they customers or staff, at the invitation of the Client for the purpose of communicating commercial messages through the medium of goodwill.

2.3 Incentive Travel

For the purpose of the Code, the term Incentive Travel is used to describe a specially constructed travel related programme that is provided for a group of people as a reward for successfully fulfilling the commercial requirements established by the client as a prerequisite for participation.

2.4 Member

For the purpose of the Code, the term Member is used to describe those Member Companies who have a member of staff specially employed to manage conferences, events and meetings, and whose job title reflects this. A member or Associate of the JCB will have completed the necessary application form, submitted the required fee to join the JCB and agreed to adhere to the JCB Code of Practice. Member companies must have a product or service provided in Jersey and related to the conference industry.

2.5 Client

For the purpose of the Code, the term Client is used to describe those companies who purchase Conferences, Events and Meetings programmes together with Corporate Hospitality and Incentive Travel.

2.6 Suppliers

For the purpose of the Code, the term Suppliers is used to describe Hotels, Destination Management Companies and other such organisations that provide services that form all or part of any programme constructed by JCB Member Companies.

2.7 Participants

For the purpose of the Code, the term Participant is used to describe a delegate attending a Conference, Event, Meeting together with a guest invited to attend a Corporate Hospitality function or a person who qualifies for an Incentive Travel Programme.

2.8 Programme

For the purpose of the Code, the term Programme shall be used as a generic description for Conference, Event, Meeting, Corporate Hospitality and Incentive Travel projects conducted by JCB Member Companies on behalf of their clients.

2.9 Residential Conference Package

For the purpose of the Code, the term Residential Conference Package is used to describe a 'Standard' package that applies to all Member Companies providing this type of service or facility. As a Member Company of the JCB the adherence to the criteria detailed in the 'Package' is a prerequisite of membership. The JCB recommended 'Standard' is available from the JCB office.

2.10 Non-Residential Conference Package

For the purpose of the Code, the term Non-Residential Package is used to describe a 'Standard' package that applies to all Member Companies providing this type of service or facility. As a member Company of the JCB the adherence to the criteria detailed in the 'Package' is a prerequisite of membership. The JCB recommended 'Standard' is available from the JCB office.

3.1 Principles of the Code-Relationships with Clients

3.1.1 Code of Practice

All JCB Member Companies shall undertake to abide with and support the Code of Practice. The main points of the JCB Code of Practice are detailed on Page 10.

3.1.2 The Law

All Programmes should be legal, and contain no misleading or false information. No programme operated by JCB Member Companies should be in breach of the applicable legislation

3.1.3 Taxation

Clients should be made aware at all times that VAT is not applicable in Jersey.

3.1.4 Spirit

The Code should be applied by individual JCB Members in the spirit as well as the letter in order to prevent any practice, which might bring the JCB and the conference industry into disrepute.

3.1.5 Competition

All JCB Members should adhere to the principles of fair competition in all their commercial activities, in that at no time shall they conduct their business in a manner which will harm the reputation of Jersey as a destination. No JCB member shall attempt to increase their own business by denigrating the product of another member.

3.1.6 Trust and Responsibilities

The presentation of proposals for a Programme should be clear and truthful and not in any way misleading. Members shall ensure that at no time does a client or a client's employee suffer through any lack of experience or knowledge, or through any misrepresentation by the member. Members shall not advocate the use of any promotional tools obviously either likely to cause offence or to be socially undesirable.

3.1.7 Satisfaction

All JCB Members shall use their best endeavours to ensure that any Programme they design satisfies the Participants.

3.1.8 Fairness

The conditions and conduct of every Programme should be seen to be fair and equitable to every Participant. Where JCB Members believe that such conditions, as originally defined by the Client are not so, then they shall use their best endeavours to influence the Client to amend the terms to ensure fairness.

3.1.9 Public Interest

All JCB Member Companies shall ensure that both the design and implementation of Programmes should not conflict with the public interest in any way. In particular, Members must not design Programmes, which contain elements likely to provoke or condone any criminal behaviour.

3.1.10 Administration

The Administration of any Programme by JCB Members should always be promptly and efficiently executed in the best interests of their Clients and Participants.

3.1.11 Fees and Conditions

All JCB Member Companies shall charge reasonable fees for their time, experience and expertise, and shall operate in strict accordance with their booking conditions of, which must be made known to the Client at the time of presentation. Members shall ensure that Clients are given a complete breakdown of the prices charged by the member before the event. In the event that a JCB Member should be contracted to undertake a Programme for an agreed fee, or at a fixed rate, the Member shall not subsequently charge more against goods or services than that agreed with the Client, irrespective of whether by so doing the Member may or may not render himself liable to separate litigation for breach of contract.

3.1.12 Financial Administration

All JCB Members are required, as a condition of membership, to ensure that their company/companies maintain a satisfactory liquidity ratio. Members are charged under the JCB Code of Practice to properly administer and apportion any Client funds as may be made available to them in the best interests of the Programme to which such funds relate.

3.2 Principles of the Code- Relationship with suppliers

3.2.1 Business Practice

All JCB Member Companies shall adhere to the principles of fair trading with Suppliers at all times. In particular the conditions relating to the payment for goods and services agreed at the time of the contract should be adhered to at all times.

3.2.2 Competition

All JCB Members shall at no time attempt to restrict or inhibit Suppliers in the sale of goods and services to another (other) company/companies.

3.2.3 Competitive Tender

In cases where JCB Members are in competition with another (other) Company/Companies for a particular programme, this fact must be made known to a Supplier at the time of requesting services.

3.2.4 Client Disclosure

Client confidentiality must be respected at all times and Members of the JCB are required to consider very carefully the disclosure of Client names to Suppliers. In cases where confidentiality is stipulated by the Client this must be rigidly observed and Suppliers must be advised accordingly.

4. Code Administration

4.1 Complaints Procedure

In the event that a Client or Supplier considers that a JCB member has acted in violation of the Bureau's Code of Practice, they have the option of making an informal complaint to the Conference Executive based at the JCB office in Jersey. This should be done by e-mail to jcb@jersey.com to the attention of Hamish Reid.

In the first instance the Conference Executive will relay the details of the complaint to the relevant member. It will be the responsibility of the Member to immediately investigate the complaint and enter into discussion or correspondence with the Client or Supplier with a view to the matter being resolved within 21 days. The Member must keep the Conference Executive advised of the progress being made. Should the complainant subsequently feel that the complaint has not been satisfactorily dealt with, they may then petition The Conference Executive to place the matter before the Jersey Conference Bureau's Board for further consideration.

The Jersey Conference Bureau's Board will inform the Member in writing that the complaint will be taken up at the next Board Meeting and ask that a representative of the Member Company attends the meeting. Should the Member be a Board Member, the Board will carry out their investigations with the Board Member and reach their decision having excluded the Board Member from their final deliberations.

After that Board Meeting and following due consideration, the Board will be

required to notify both the complainant and the representative of the Member Company of its findings in writing. Should the Board uphold the complaint, a recommendation for a satisfactory settlement for the complaint (dispute) may also be made.

Failure, on the part of the Member Company, to comply with the recommendations may, upon the decision of the Board lead to expulsion of the Member Company from the Jersey Conference Bureau. In such cases the Member Company will have the right of appeal, against expulsion, to the Jersey Conference Bureau Board within a period of 14 days of being notified of the decision. The subsequent decision of the Jersey Conference Bureau's Board will be final and binding.

Should the complainant feel either that an informal complaint is not suitable, or that their complaint has not been satisfactorily dealt with by the above procedure, they may make a formal complaint. This shall be in writing, and shall be addressed to the JCB office in Jersey. The JCB Board shall then pass this complaint to an independent arbitrator, who must not have any relation to the member involved, to the JCB itself, or to the complainant.

Both parties in the dispute must sign a contract stating that they will abide by the arbitrator's decisions. Should the complainant refuse to abide by the decision, it is at the member's discretion whether or not he takes any further action to address the complaint. Should the member refuse to abide by the decision, it will result in his expulsion from the JCB. In the event of this occurring, the member expelled shall have three months to decide whether he wishes to challenge the arbitrator's decision and his subsequent expulsion in a court of law.

4.2 Complaints JCB Board - Composition

The Jersey Conference Bureau Board will deal with complaints as part of quarterly Board Meetings. If this, when dealing with a complaint (dispute) proves impractical the Board will be convened sooner. The Board will be comprised of members of the Industry duly elected to the Board through the Jersey Conference Bureau's Constitution. It is recognised that as responsible members of the industry they will not represent any conflict of interest with any party involved in the dispute.

1. Code of Practice

The Jersey Conference Bureau's Code of Practice is our assurance of the high quality standards and professionalism of Bureau members.

The Jersey Conference Bureau is a professional body dedicated to encouraging and maintaining industry standards within the Conference, Event and Meetings Markets, together with Corporate Hospitality and Incentive Travel.

In order to ensure that high standards are achieved, all members will undertake to abide by the Bureau's Code of Practice, namely:

- A. to maintain at all times high standards of customer care, courtesy, cleanliness and maintenance , and to ensure visitor safety, comfort and service;
- B. to detail facilities, amenities and services accurately in all advertising or promotional work, illustrating clearly what all prices include, and to display prices clearly at public entry points (including service charges and taxes where applicable). To make quotations and contracts that are in the best interests of the clients and which represent the best practicable arrangements;
- C. to maintain and operate premises in accordance with all relevant statutory requirements;
- D. In the case of those members who provide accommodation to notify any changes in price or accommodation offered, before the accommodation is taken up. If accommodation is annexed or situated outside the main establishment then this must be made clear;
- E. to support the Bureau and its objectives at all times and adhere to the JCB Code of Practice and those Codes of Practice formulated by the Meetings Industry Association, (MIA), the Incentive Travel and Meetings Association (ITMA), the Association of British Travel Agents (ABTA) and the British Hotels, Restaurants and Caterers Association (BHRCA).
- F. to give due consideration to access and other provisions for people with impaired mobility and for others with special needs, and to make suitable provision where practical;
- G. to deal promptly and courteously with all correspondence or complaints from visitors and to uphold the highest standards of administration and

pursue only sound financial practices;

- H. to enhance Jersey's reputation and appeal as a conference destination;
- I. to adopt a high level of business ethics in their relationships with other members, their own clients and suppliers. Not to allow their high standards of professionalism to be sacrificed to competitive pressures and to maintain client confidentiality at all times;
- J. to uphold standards of service and training so that members are represented by experienced and capable staff;
- K. not to conduct their business in a manner which could result in conflict of interest to existing or potential members. To compete with other members in a fair and honest fashion.

The Bureau will arbitrate in the event of a complaint by a member against another member or in the case of a complaint (dispute) with a Client or a Supplier. The JCB Executive will endeavour to resolve the issue through mutual agreement and in compliance with the Bureau's Code of Practice.

If either member involved feels that they have been dealt with unfairly, they may choose to take the matter to an independent arbitrator. Both parties must sign a contract stating that they will abide by the arbitrator's decision. If the Member complained against refuses to abide by this decision, as before, it will result in their expulsion from the JCB. They will again have three months to challenge their expulsion in a court of law.

Section 2 - Commitment to Customers

1. The Jersey Conference Bureau Members 'Commitment' to our Customers

Suggestions

Where possible display the JCB Members 'Commitment' in all meeting rooms (if practical).

Enclose JCB Members 'Commitment' in all literature sent through JCB London or Jersey (where appropriate) or individually by the conference venue or service.

The JCB recommend that the JCB Members 'Commitment' document is sent out with all offer letters from any source integrating member companies own terms and conditions as a balance.

Include JCB Members 'Commitment' or symbol (to be agreed) in any appropriate marketing, advertising, exhibitions etc.

Use Members 'Commitment' wherever possible. Prepare mailings, PR etc to advertise fact.

The Jersey Conference Bureau's Members 'Commitment'

2a) As a member of the JCB our 'Commitment' to our Customers is as follows:

Customers

We take the conference industry seriously.

You will be dealing with an organisation (member company of the JCB) totally dedicated to providing you with a service that meets your conference, meeting or event requirements.

Quality

We are committed to delivering goods and services, which meet the highest specified standards

'Your standards are our standards'. (JCB statement).

Standards

We believe in continuing to raise industry standards. Your conference, meeting or event, including Corporate Hospitality or Incentive Travel, will be handled by fellow professionals who will translate your requirements into reality on the day.

Training

We are committed to developing the potential of all our staff.

Your conference, meeting or event will be looked after by people with skills that respond to your requirements and will recommend the best solutions.

Social Responsibility

In all dealings with clients we aim to behave with openness, trust and integrity. 'You have the right to question and to receive an honest answer'. (JCB statement).

Booking Conditions

Our booking terms and conditions are simple and easy to understand.

All the staff of the JCB and all other staff dealing with your conference, meeting or event understand our booking conditions and can discuss them with you.

Problems

We are committed to understanding and resolving any problems you may have quickly and satisfactorily.

You will be dealing with an organisation (JCB & Member Company) aware of your need for quick and effective solutions.

2b) How the 'Commitment' applies to Venues or Conference Agencies through the Code of Practice.

If a venue

Advise all agencies present and future, by forwarding copies of the JCB Code of Practice, that as a JCB Member Company there are industry standards to which you are pledged. Seek their written agreement to comply.

Agencies must be aware that these standards prevail and the Code of Practice must be used by the JCB, as appropriate, to resolve any disputes with agents/agencies.

If an agency

Make sure that the JCB Code of Practice is networked through the industry with the statement that the JCB and Member Companies pledges itself to the Code.

Utilise in order to resolve any disputes with venues.

2c) How the JCB 'Terms and Conditions' for Conference and Associated Events can be used to help and increase a members business.

Adapt your own terms and conditions to the JCB version and include as many clauses as are appropriate to your business.

Use the JCB Terms and Conditions as an industry standard and as a means of countering clients who may object to these standards.

Send copies of the JCB Terms and Conditions to your clients as confirmation of your organisation support of the JCB industry standard.

2d) How the JCB 'Standard' Residential/Non Residential Conference Packages can be used to help and increase a members business

Send to clients, as appropriate, to demonstrate that you meet the industry standard and the JCB standard.

Use the JCB 'Standard' to demonstrate to potential clients how much you believe in and meet the industry standard.

Section 3 JCB Venue or Conference Placement Agency Code of Practice

'A recommended protocol to define the relationship between the Client, the Venue and the Placement Agency' (based on MIA standards)

Conference Placement Agencies Undertake:

1. To reveal at the time of the initial enquiry that commissionable terms are required. Where there is not already a formal written commission agreement with the venue/group- in which case commission on quoted rates is assumed.
2. To inform venues of the names of their Clients when a provisional reservation is being held, unless the client specifically requests otherwise for reasons of confidentiality.
3. To release provisional bookings as soon as they are no longer required by the client, rather than waiting for a venue to call chasing the status of the reservation.
4. To refrain from expecting commission on a specific piece of business when the original enquiry of a venue was made by the client directly. This includes repeat business although the venue may consider special circumstances when commission is appropriate for a specific booking made directly by the client.
5. Not to mark up or reduce a rate quoted by a venue when that price is shown separately from any other charges.
6. To visit or have current working knowledge of the venue prior to booking it on the clients behalf or, when a visit has not taken place, to inform the client accordingly.
7. To disclose to venues at any time the current status of a provisional booking. For example whether other venues are being considered, when a facility visit is likely and when a decision will be made.
8. Not to share commission on 'specific events' with clients or to use commission to quote a lower rate to the client.
9. To notify clients, prior to confirmation, of any booking or cancellation policies adopted by that venue. Agents should ensure that clients are aware of their contractual liabilities to venues, in particular in the event of cancellation. They should assist venues to obtain an authorised signature on a contract when this is required.
10. To confirm all bookings with venues in writing, identifying who is responsible for organising the event and who is responsible for the payment of the account. If the agent is paying the venue direct, then the agent takes over from the client the contractual liabilities with the venue, unless agreed otherwise, in writing between all

parties.

11. To assist venues and clients to fulfil their contractual obligations, particularly in the event of cancellation.
12. To assist venues, when required, to obtain settlement of accounts.

Venues undertake

1. To establish the credibility of the agent and, if appropriate, to consider obtaining trade references.
2. To reveal to an agent making an enquiry of a venue should they have received the same enquiry from another agency. Responsibility is then with the agent concerned to arrange a sole agency agreement with the client. In the event of a dispute, commission will be payable to the agent confirming the event with the authority of the client.
3. To hold the requested conference rooms, bedrooms, other facilities and prices, without amendments at the provisional stage, unless otherwise agreed with the agent.
4. To clarify the following in writing at the time of a provisional booking being made (where a written commission agreement between venues and agent is not already in place)
 - a) Percentage of commission
 - b) Revenue on which commission is payable
 - c) Whether it is paid on net or inclusive rates of VAT (in either case, the agent will also add their VAT)
VAT is not applicable in Jersey
5. Not to offer any existing or potential client better rates solely in return for booking direct rather than through an agent.
6. To refrain from discussing with any existing or potential clients the option of booking direct or through an agent.
7. To notify the agent within an agreed time limit, prior to releasing a provisional booking.
8. To pay commission to agents at terms previously agreed, when the first enquiry is made of a venue by the agent, stating the client's name with proposed dates and the booking is subsequently confirmed direct by the client.
9. To clearly identify when commission is payable on advance deposits received by a venue. It is recommended that when requested by an agency, commission is payable on receipt of an invoice and after deposits have been made.

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10. To pay commission at standard terms on cancellation charges when an agency has supported a venue to collect charges due under the contract between the venue and the client.
11. That, on receipt of a written confirmation from the agent, they acknowledge the booking to the client, setting out their full Terms and Conditions, thereby reconfirming the contractual agreement that then exists between venue and the client.
12. To take all reasonable measures to ensure that agents' commission is paid within 28 days of clients settling their account in full with the venue.

Section 4 'Model' Terms and conditions for Conferences and Associated Events

The objectives of the JCB Terms and Conditions are:

- a) To protect all parties through providing a better understanding of their contractual obligations.
- b) To heighten awareness of the legal obligations of both clients and venues when confirming a booking.
- c) 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

Note: In the following definitions for the JCB Terms and Conditions, reference to 'Hotel' can be amended to Conference Centre or Venue etc as appropriate.

Where blanks are shown these should be completed at the Venue's discretion.

The 'Hotel' and 'We' means the property (i.e.) for which the contract is agreed. The property is owned/ managed by:.....
whose registered office is

.....
The 'Client' and 'You' means the organising body or company and organiser responsible for the commissioning of and payment for the event.

The 'Contract' means the agreement between The Hotel 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 Payments

1. The Hotel requires at least 14 days notice prior to the arrival date to arrange credit facilities. Credit accounts must not exceed their credit limit at any time.
2. Payment is due for credit accounts-.....days following the date of the invoice. Payments must be made in pounds sterling payable to the hotel.
3. In the event of payment becoming overdue, interest at.....% above the current payable Bank base rate, as at the date of invoice, will be added to the account.
4. Should a deposit or pre-payment be required for any event, this will be specified on

the Contract.

Confirmation by the Client

5. All bookings are considered to be provisional until the contract is signed by both the Client and the Hotel. Once the Contract is signed by both parties, all such provisions reserved on your behalf will be subject to the terms and conditions of the contract.
6. The contract must be returned by the client and received by the Hotel within five 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.
7. Numbers must be advised to the Hotel at the time of verbal confirmation and will be identified on the Contract. Final timings, menus and any special requests must be confirmed to the Hotel at least 7 days prior to arrival.

Amendments by the Client

8. Amendments to guest numbers and/or arrangements must be confirmed to the Hotel in writing.
9. Reduction in the duration or contracted value of the booking should be subject to the Hotel's Cancellation Policy.
10. 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.
11. Should a reduction in numbers of 10% or more be made at any time prior to the event, the Hotel will first endeavour to re-sell any facilities and services released to a similar value. In the event that the released facilities and services cannot be re-sold, then any reductions of 10% or more shall be subject to the Hotel's Cancellation Policy.
12. Final numbers within the terms stated in clauses 10 and 11 must be notified to the Hotel at least 48 hours prior to arrival. These will be the minimum numbers, which the Client will be charged.

Cancellation by the Client

13. In the unfortunate circumstances that you have to cancel or postpone your confirmed booking at any time prior to the event, the Hotel will make every effort to re-sell the facilities on your behalf. The Hotel's Cancellation Policy is 90% on contracted accommodation and room hire revenue and 65% on contracted food and beverage revenue, being the loss of profit.

14. Any cancellation, postponement or partial cancellation should be advised to the management 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 put in writing by the Client.
15. Definitive cancellation charges due can only be confirmed to you after The intended date of your event, when the charge shall be reduced by the profit on any alternative business that has been secured on your behalf.

Amendments or Cancellation by the Hotel.

16.
 - a) Should the Hotel for reasons beyond its control, need to make any amendments 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 number of guests, this may result in amendments in the applicable rate and/ or facilities offered by the Hotel.
17. The Hotel may cancel the booking
 - a) If the booking might, in the opinion of the Hotel, prejudice the reputation of the Hotel.
 - b) If the Client is in more than 30 days in arrears of previous payments to the..... Hotel
 - c) If the Hotel becomes aware of any alteration in the Client's financial situation

Arrival/ Departure

18. The bedroom accommodation is available from..... on the day on arrival, and must be vacated by..... on the day of departure, unless specific alternative arrangements have been agreed.
19. The meeting rooms are available for the time shown on your Contract. Any extension may incur additional charges.

The following are considered as supplementary clauses, which venues may or may not deem relevant or necessary for inclusion.

General

20. The Hotel reserves the right to approve any externally arranged entertainment, services or activities that you have arranged and cannot accept liability for any

resultant cost.

21. 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 your stay. Should this occur, no monies will be refunded to you. The manager's decision is final.
22. 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.
23. No wines, spirits or foods brought into the Hotel may be consumed.
24. 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 of it's control
25. The Hotel's name/ logo may be used in publicity, once a proof of the promotional material has been agreed with the Hotel.
26. The Client is responsible for ensuring that any band or musician employed by them complies with statutory requirements and the requirements of the management.
27. The Hotel must comply with certain licensing and statutory regulations and requires the Client to fulfil their obligations in this respect.
28. We are concerned for your health and safety and that of our Hotel.
You are required to obtain prior written approval if you wish to fix items to the walls, floors or ceilings.
29. Prices quoted are inclusive of any service charges, unless otherwise stated in the Contract
30. If Hotels wish to offer the Client the option of Insurance:
 - a) Insurance can be arranged to protect you and your event against cancellation or abandonment with a minimum sum insured based on the anticipated income to the Hotel.
Insurance can also cover non-appearance of speakers or delegates, property damage at or to the venue or it's contents, third party bodily injury and third party damage. The Hotel does not accept liability for these.

If Hotels wish to require the Client to take out compulsory insurance:

- b) We require insurance to be arranged to protect you and your event against cancellation, or abandonment with a minimum sum insured based on the anticipated income to the Hotel.
You are also required to insure against damage at or to the venue and it's contents and public liability to a minimum of £..... (any one occurrence).
The Hotel does not accept liability for these unless required by statute

Section 5 JCB 'Standard Residential Conference Package'

A schedule of the minimum 'components' which JCB venues are expected to provide in their conference packages and what majority of organisers would expect to be included.

1. Accommodation with private bath or shower in rooms for single or twin/double occupancy. A standard, such as television, radio, telephone, tea/coffee-making facilities should also be provided.
2. Full breakfast.
3. One service of morning coffee or tea with biscuits.
4. Two course, served or buffet lunch (including a vegetarian option) plus tea/coffee.
5. One service of afternoon tea or coffee with biscuits.
6. Use of one dedicated main meeting room appropriate in size, to the number of delegates, to be available between 8.00am and 5.00pm on any one day or at hours otherwise specified.
7. Availability of an overhead projector (with a spare bulb facility built in) at an appropriate height with a relevant sized screen.
8. One flipchart stand, pad and three colour felt tip pens.
9. Table accessories to include an adequate supply of A4/A5 writing paper, writing implements, name cards, sweets/mints, water, glasses and cordials.
10. Three-course dinner offering either a choice at the time of service or from a pre-selected menu (including a vegetarian option) plus tea/coffee.
11. No additional service charge percentage will be added to packages.
Gratuities to be at the discretion of the Client.
12. VAT is not applicable in Jersey.

Section 6 JCB 'Standard' Non-Residential Conference Package.

A schedule outlining the minimum components which JCB venues are expected to provide in their Non-Residential Conference Package and what the majority of organisers would expect to be included.

1. One service of morning tea or coffee with biscuits.
2. Two-course, served or buffet lunch (including a vegetarian option) plus tea/coffee.
3. One service of afternoon tea or coffee with biscuits.
4. Use of one dedicated main meeting room appropriate in size to the number of delegates to be available between 8.00am and 5.00pm on any one day or at hours otherwise specified.
5. Availability of an overhead projector (with a spare bulb facility built in) at an appropriate height with a relevant sized screen.
6. One flip chart stand, pad and three colour felt tip pens.
7. Table accessories to include an adequate supply of A4/A5 writing paper, writing implements, name cards, sweets/mints, water, glasses and cordials.
8. No additional service charge percentage will be added to packages. Gratuities to be at the discretion of the Client.
9. VAT is not applicable in Jersey.

Section 7 'Rationale' for what is included in the 'Standard' Packages

These 'Standard' packages do not aim to identify the minimum standard of meeting room facilities such as chairs, lighting, 'desk or room tidies', temperature control or other services for which an additional charge would not be anticipated i.e. an efficient telephone/fax messaging service, or lunch served within a specific period of time.

Specifically the Rationale in respect of each element of the package is as follows:

1. **Accommodation:** The majority of clients require a room with private bath or shower. It is unlikely that venues who are members of the JCB will not have these facilities, however if a venue is selected without these facilities in some or all of their rooms the venue will need to make this clear to the client.
2. **Breakfast:** Full breakfast has been included in the Residential package rather than continental breakfast, it meets Clients' expectations.
3. **Tea or Coffee:** There is a consensus for including an additional service of coffee and tea on arrival but this would not always be required, particularly for residential conferences over a period of days.
4. **Lunch:** Most conferences would want a minimum of a two-course lunch (main course and dessert). It is up to the venue if they want to include further courses.
5. **Afternoon Tea:** There is a consensus that biscuits served in the afternoon should vary from the morning service or cakes/pastries should be included. It is not felt that this should be included within a JCB standard.
6. **Use of Meeting Room:** The terminology for this standard is based on the need to avoid the allocation of a room in a package, which is far too big for the numbers. The timing must be perceived as the minimum time that a dedicated meeting room would expect to be included within a package. It avoids the situation whereby a client can expect a meeting room from mid-day to mid-day within one 24-hour rate. This is obviously open to negotiation. What is included in the package can be enhanced by individual venues.
7. **OHP etc:** Whilst one could extend this paragraph to state that the lead should be taped down, acetate rolls with pens should be supplied etc., it is not felt that these are appropriate to what is included and required within this 'package'.
8. **Flip Charts etc:** This is believed to be the minimum standard. The provision of yellow felt tip pens is not recommended.
9. **Table Accessories:** this gives flexibility for venues to provide bottled water, pens or

pencils and a variety of sweets!

10. **Dinner:** This terminology allows delegates either to make the choice at the dinner table, in the case of small numbers, or form a pre-selected menu for larger numbers.
11. **Service Charge:** This ensures that there is no additional service charge percentage added to packages.
12. **VAT:** In all contracts the no VAT situation should be made clear at all times.

Additional services to consider above the 'Standard' package

These items can be included within a residential and non-residential package and are at the individual venue's discretion:

1. **Complimentary Newspapers.**
Not necessarily appropriate.
2. **Syndicate Rooms.**
Whilst these are included at certain venues, they should not be included as a standard within the JCB 'Standard' package.
3. **Conference Office**
This facility is not required that frequently to be included within the 'Standard' package.
4. **35mm Carousel Slide Projector**
This facility is not required that frequently to be included within the 'Standard' package.
5. **CCTV/Cameras/Television Monitors/Video Recorders.**
Venues are not expected to include these in the 'Standard' package.
6. **Photocopying**
Whilst some venues include photocopying, it is not perceived as being in the overall interest of clients who may be paying for it when it is not required.
7. **Drinks**
 - a) Other than refreshments in the conference room and during breaks, it is not recommended that any other drinks are included in the package. No additional service charge percentage will be added to packages.
Gratuities to be at the discretion of the Client.
 - b) VAT is not applicable in Jersey.

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