

<<INSERT NAME>>

TERMS AND CONDITIONS

BACKGROUND:

The Hotel is <<Insert name of Hotel>> <<Country of Registration>> and its registered office is at <<Address>>

>] **OR** [a company registered in <<Country of Registration>> with <<Company Registration Number>> whose

These Terms and Conditions are to be applied by the Hotel to any customer, other than their use of those Services (as defined in Clause 1 below) only where the customer and such guest/s are "Consumers" under the Consumer Rights Act 2015.

apply to provision of any Services provided to any customer, other than their use of those Services (as defined in Clause 1 below) only where the customer and such guest/s are "Consumers" under the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

"Business"

any trade, craft, or profession carried out by any person/organisation;

"Consumer"

any person who is defined by the Consumer Rights Act 2015 as a consumer in relation to these Terms and Conditions and who is not a customer or guest of the Hotel who is acting for his/her personal use and for purposes wholly or mainly outside the purposes of any business;

"Data Protection Legislation"

the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) or any law or regulation that succeeds or replaces it or replaced from time to time

"Hotel/We/Us/Our"

the Hotel as in "Background" and its premises and place of business and its contact address is [the same as the contact address of the Hotel] **OR** [insert other address] and its employees, agents and agents of the Hotel;

"Price List"

the standard price list of Rates. The Price List shall be available at <<insert location e.g. Hotel website>>;

"Rates"

the price payable for provision of room (and any other Services (where applicable) other Services);

"Regulations"

the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

"Services"

accommodation in rooms and any other services and items which We offer (including food and drink [leisure, fitness and other Services]); and

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“You/Your”

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “these Terms and Conditions” shall mean a reference to these Terms and Conditions as amended or substituted at the relevant time; and
 - 1.2.2 a Clause or Section shall mean a reference to a Clause of these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying in the singular shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

2. Reservations

- 2.1 You may book to make a reservation for a room or other Services in advance through <<insert method>>;
- 2.2 When You request a reservation, You must provide Us with Your identification information, including but not limited to, Your name, address, contact telephone number and e-mail address;
- 2.3 You must give Us payment details for the reservation at the time of [booking] [at check-in]. [We will accept payment by credit card details and You authorise the use of this card for the reservation expense. You must pay at the time of reservation or at the time of check-in, or at the time of check-in if the time indicated in the reservation confirmation is later than the time of check-in.] Unless the booking for the reservation requires prepayment, we will not accept any payment from You for it until the time of check-in;
- 2.4 Your request to Us for a reservation will be an offer, but whether we accept any such offer will be in Our discretion. Only if We accept Your request for a particular reservation will there be a booking. Only that booking will constitute a contract between You and Us for the reservation of a room or other Services to be provided;
- 2.5 You may change Your reservation or request the cancellation prior to the time of check-in by reasonable endeavour, but We do not promise that all such requests will be accommodated;
- 2.6 Instead of making a reservation in advance, You may make a booking when You arrive, and if You request a reservation for the type of room or the particular room or other Services at that time, We will accept Your request for the booking if the room(s) or particular room(s) requested are available; and
- 2.7 You may request a reservation for a room or other Services at any time during Your stay. We will use all reasonable endeavours to meet such a request, and if We can meet any request for a reservation, it will then be a binding booking and that booking will constitute a contract between You and Us.

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3.7 Whether these Terms require payment upon booking or on check out or at any other time, and will not be entitled to a refund as stated in sub-Clause 3.8; and

3.7 Whether these Terms require payment upon booking or on check out or at any other time, and will not be entitled to a refund as stated in sub-Clause 3.8; and

3.8 Where Clause 4 specifies a refund, or where you are entitled to a refund by breach of these Terms under the Consumer Rights Act 2015 or otherwise, We will make a refund to You as set out in Clause 4.4.

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4. Cancellations

4.1 Unless You pay in full for any reservation booked at a promotional Rate, You may cancel a reservation by giving Us prior notice of at least <<insert period e.g. 14 days'>> before the earliest check in time for Your reservation. If You do not give Us such notice, We will refund to You in full any sum (including any deposit) You paid in advance and You will not be entitled to a refund.

4.1 Unless You pay in full for any reservation booked at a promotional Rate, You may cancel a reservation by giving Us prior notice of at least <<insert period e.g. 14 days'>> before the earliest check in time for Your reservation. If You do not give Us such notice, We will refund to You in full any sum (including any deposit) You paid in advance and You will not be entitled to a refund.

4.2 If You cancel but do not give Us prior notice of at least <<insert same period as in Clause 4.1 >> before the earliest check in time for Your reservation, We will be entitled to charge You a Late Cancellation Charge calculated as set out at sub-Clause 4.4 below;

4.2 If You cancel but do not give Us prior notice of at least <<insert same period as in Clause 4.1 >> before the earliest check in time for Your reservation, We will be entitled to charge You a Late Cancellation Charge calculated as set out at sub-Clause 4.4 below;

4.3 We may, at any time, cancel a reservation booked by You in the following circumstances:

4.3 We may, at any time, cancel a reservation booked by You in the following circumstances:

4.3.1 The required number of rooms or personnel and/or other resources necessary for Your reservation are not available due to any cause outside of our control. If We cancel a reservation in such circumstances, We will offer You alternative accommodation of the same standard as Your reservation, if available. If it is not available or We do not offer it to You, We will refund to You in full any deposit or other sum that You have made to Us for Your reservation;

4.3.1 The required number of rooms or personnel and/or other resources necessary for Your reservation are not available due to any cause outside of our control. If We cancel a reservation in such circumstances, We will offer You alternative accommodation of the same standard as Your reservation, if available. If it is not available or We do not offer it to You, We will refund to You in full any deposit or other sum that You have made to Us for Your reservation;

4.3.2 If You have paid in full in advance of check in and do not arrive on the first day when You are due to stay, or if You do not arrive on the first day when You have notified Us in advance of Your late arrival, We shall be entitled to re-let Your room and/or to [some other time for latest check in] OR to cancel under this sub-Clause, We will be entitled to charge You a Late Cancellation Charge as if You had cancelled under Clause 4.1. We shall attempt to contact You to inform You of this; or

4.3.2 If You have paid in full in advance of check in and do not arrive on the first day when You are due to stay, or if You do not arrive on the first day when You have notified Us in advance of Your late arrival, We shall be entitled to re-let Your room and/or to [some other time for latest check in] OR to cancel under this sub-Clause, We will be entitled to charge You a Late Cancellation Charge as if You had cancelled under Clause 4.1. We shall attempt to contact You to inform You of this; or

4.3.3 We find that the required number of rooms or personnel and in that case, We will refund to You in full any deposit or other sum that You have made to Us for Your reservation; and

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4.4 A "Late Cancellation Charge" will comprise the net financial loss that We suffer due to the cancellation of any or all of the stay that You booked that We re-book to someone else for this purpose.] The Late Cancellation Charge will be applied to whichever of the following is

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the lesser amount, (applicable) of Your or one night's stay & Late Cancellation C You provided when some or all of the advance and to keep balance of the adva

>>% of the full price (at the Rate ration of the stay that You booked our reservation. We may take the cancel using the payment details ion. We will be entitled to deduct ge from any sum You paid Us in , and We shall refund to You any

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5. Check-in and Check-out

5.1 The earliest check-in <<insert time>>. [M time>> but if you ch with the full range o

insert time>> and the latest time is in after that latest time of <<insert e may not be able to provide You able to customers;] [and]

5.2 The latest time by Hotel is <<insert tim arrangement for a la have not agreed to out by the above la You for an addition [and]

Your room and check-out from the and agree at Our discretion to an ur room and/or check-out but if We not vacate Your room and check e>> We will be entitled to charge n at the standard applicable Rate;

5.3 [If We have agree above, We shall be time from our stand You check out, and when You request a

check-out under sub-Clause 5.2 at an hourly rate for the additional e of<<insert time>> until the time ls of the hourly rate of that charge

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6. Hotel Rules

6.1 You must conduct times when on Hotel guests. If You do You must immediat

te and responsible manner at all act in any which may disturb other leave the Hotel and in that case,

6.2 You may not smoke

r] public areas of the Hotel;

6.3 [You may not smoke

OR

[You may only smoke

g rooms;]

6.4 If You do not comp costs We incur by t fixtures, fittings an environment;

We may charge You for any and all room (including, but not limited to, d restoring it to a smoke-free

6.5 You may not bring a

except for a guide dog;

6.6 Any child under the accompanied by an

16>> may only stay at the Hotel if ssert age e.g. 18>>]; and

6.7 We will charge Yo property during You

ge caused by You to any Hotel

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6.8 All of the above rules apply to all members of Your party and Your guests, and You should ensure compliance with any breach of the above rules by any of them.

7. Food and Drink

7.1 As referred to in sub-Clause 6.8, all food and drinks are provided for You and unless We have specifically stated otherwise, We will make no additional charges for You. If We do state otherwise, We will make no charge with sub-Clause 3.2 above;

7.2 If You or any of Your party have any special dietary requirements, You should inform Us in advance of Your arrival. We will use all reasonable endeavours to accommodate those requirements and, where this is not possible, tell You. We will do so; and

7.3 We will tell You time and again in advance.

8. [Car Parking Facilities]

8.1 We cannot guarantee that any space(s) will be available for You, but [subject to sub-Clause 8.2] we will use any vacant parking space on a first-come-first-served basis provided that You have given Us notice of Your vehicle's registration details when you arrive. Any such parking will be provided [without charge] OR [at an additional charge] as shown in Our Price List; [and]

8.2 [You may use a disabled parking bay if that is available if You have a valid disabled parking badge displayed on the vehicle. We are entitled to remove Your vehicle if it is parked in a disabled parking bay without a valid disabled parking badge on display, and You (or a third party) shall pay or reimburse Us the costs of subsequent recovery of the vehicle.]

8.3 [We do not provide valet parking facilities] OR [All parking of Your vehicles in Our [indoor] car park and retrieval of vehicles shall be carried out by Our staff. You may arrange for this with a third party.]

8.4 Whilst You may park on Our premises, We do not permit any of Our party or Your guests to park on Our premises, but if You do so before they arrive at the Hotel, We may allow them to park [without charge] OR [at an additional charge] as shown in Our Price List] in Our car park.

9. Disabled Customers

9.1 We fully comply with the Equality Act 2010 and any other legislation in force regulating the treatment of disabled persons.

9.2 If you have any special requirements relating to a disability, You should inform Us of them before You arrive.

10. Limitation of Liability

10.1 We will be responsible for any loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage which is an obvious consequence of

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Our breach or negligence in relation to this contract with You is only if it is a breach that is not foreseeable.

caused or contributed to by You and Us when Our negligence is not responsible for any loss or damage.

10.2 Whilst We will operate the Service, We do not guarantee that We will not enter Our car parks and/or engage in criminal activities in relation to the parking of Your vehicle or to Your vehicle and its contents by Our staff or contractors;

park with reasonable skill and care, and We or members of the general public will not damage Your vehicle or property in it. Accordingly, when You park or arrange to park, you accept risk of theft or damage of any kind caused by any person other than Our staff or contractors.

10.3 We provide all Services for personal and private use/purposes. We make no warranty or representation that We provide or sell any goods or materials for business, industrial, trade, craft or professional purposes (including resale). We will not be liable to You for any loss of profit, loss of business opportunity or loss of business.

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10.4 Nothing in these Terms shall be construed as intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or contractors); or for fraud or fraudulent misrepresentation; or for any other negligence.

Nothing in these Terms shall be construed as intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or contractors); or for fraud or fraudulent misrepresentation; or for any other negligence.

10.5 Furthermore, if you are a consumer as defined by the Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Terms shall limit, prejudice, or otherwise affect Your rights or remedies under that legislation.

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10.5.1 the Consumer Rights Act 2015;

10.5.2 the Regulations;

10.5.3 the Consumer Protection Act 1987;

10.5.4 any other consumer protection legislation.

as that legislation is amended from time to time.

For more details of Your rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Terms shall limit, prejudice, or otherwise affect Your rights or remedies under that legislation. For more details of Your rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

11. Changes to Terms and Conditions

We may from time to time amend these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

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12. How We Use Your Personal Data (Data Protection)

12.1 In so far as the Service involves the processing any Data, We shall only do so with Your express consent and in accordance with the instructions reasonably given by You from time to time, and in accordance with the Data Protection Legislation and Your rights under the Data Protection Legislation and these Terms and Conditions.

(Data Protection) In so far as the Service involves the processing any Data, We shall only do so with Your express consent and in accordance with the instructions reasonably given by You from time to time, and in accordance with the Data Protection Legislation and Your rights under the Data Protection Legislation and these Terms and Conditions.

12.2 We may use Your personal Data for the following purposes:

12.2.1 to provide Our Services to You;

We may use Your personal Data for the following purposes:

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12.2.2 to process Your

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12.2.3 in certain cir
Services on c
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ample, You wish to pay for the
sent, We may pass Your personal
encies. These agencies are also
ion and should use and hold Your

12.2.4 We will not pa
without first ob

ormation to any other third parties
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13. Regulations

We are required by the R
made available to You as
before We accept Your req
already apparent from th
information itself either in t
make it available to You be
information will, as require
with You as a Consumer.

at certain information is given or
make Our contract with You (i.e.
) except where that information is
saction. We have included the
ons for You to see now, or We will
quest to make a booking. All of that
part of the terms of Our contract

14. Information

As required by the Regulat

14.1 all of the information
14.2 any other informati
which You take in
making any other d

and
u about any Services or the Hotel
ng to make a booking or when
s;

will be part of the terms of C

a Consumer.

15. Complaints

We always welcome feed
reasonable endeavours to
positive one, We neverthe
complaint. If You have an
about the Hotel or any of
person to contact>> who c
post>>].

and, whilst We always use all
ence as a customer of Ours is a
You if you have any cause for
Services or any other complaint
the matter with <<insert name of
Hotel [or << by phone or email or

16. No Waiver

No failure or delay by Us
Conditions means that We
of a breach of any provisio
will waive any subsequent

ny rights under these Terms and
right, and no waiver by Us or You
Conditions means that We or You
y other provision.

17. Severance

If any provision of these T
be invalid or unenforceabl
these Terms and Condition
be affected.

held by any competent authority to
validity of the other provisions of
the provision in question shall not

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18. Law and Jurisdiction

18.1 These Terms and Conditions and Us (whether construed in accordance with the law of England & Wales] [Northern Ireland] [Scotland].

18.2 As a consumer, you acknowledge that this Clause 18.1 above takes away or reduces your rights under those provisions.

18.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether construed in accordance with the law of England & Wales] [Northern Ireland] [Scotland], shall be subject to the jurisdiction of the courts of England & Wales] [Northern Ireland] [Scotland], as determined by your residency.

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