

<<INSERT NAME>>

CONDITIONS (B2B)

BACKGROUND:

The Hotel is <<Insert full legal name>> registered in <<Country of Registration>> whose registered office is at <<Address>>

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

These Terms and Conditions apply to Business Customer (as defined in the Consumer Rights Act 2015 or

Services by the Hotel only to any Business Customer and not to any "Consumer" as defined by the Consumer Rights Act 2015 or other legislation.

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following expressions shall have the following meanings:

In the context otherwise requires, the following expressions shall have the following meanings:

"Business"

any trade, craft, or profession carried on by any individual person(s), firm, company or other

"Business Customer"

any individual, firm, company or other entity who contracts with Us for Services which We are to provide to one or more Nominated Persons for the purposes of any Business;

"Contract"

any contract between You and Us on these Terms and Conditions as is referred to in sub-Clause 2.8

"Data Protection Legislation"

any legislation in force from time to time which is applicable to data protection and includes, but not limited to, the UK GDPR (the Regulation of the General Data Protection Act 2018 (679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018 (and regulations and the Privacy and Electronic Communications Regulations 2003 as amended;

"Hotel/We/Us/Our"

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

"Nominated Person"

any person nominated in a booking or request for Services from We are to provide any Services where the request is made by You or by a Business Customer as per Clause 2.1;

"Price List"

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

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“Rates”

liable for provision of bedroom (where applicable) other Services chargeable on those prices;

“Services”

accommodation in bedrooms and facilities, services and items which We including food and drink, leisure, entertainment activities, meeting/conference equipment; and

“You/Your”

the Business Customer;

1.2 Unless the context or the Conditions to:

each reference in these Terms and

1.2.1 “these Terms and Conditions a

a reference to these Terms and Conditions stated at the relevant time;

1.2.2 a Clause or sub-Clause of these Conditions;

reference to a Clause of these Terms and

1.2.3 “You” includ

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1.2.3.1 any

1.2.3.2 any Clause

requesting Services pursuant to sub-

1.2.3.3 any person or request

at the Hotel at either Your invitation or by You or a person booking or referring to sub-Clause 2.1; and

1.2.4 “Parties” me

“party” means You or Us;

1.3 The headings used in these Conditions and shall not affect

These Conditions are for convenience only and shall not affect the Terms and Conditions;

1.4 Words signifying in the singular shall include the plural and vice versa; and

number shall include the plural and

1.5 References to any gender shall include the other gender.

other gender.

2. Reservations

2.1 We will be entitled to refuse a booking or request for Services in writing is a person or persons but need not also be

request for Services as Your valid booking or request for Services by You or by a person You have told Us in writing for that purpose. Any such person may be,

2.2 You will be liable for the cost of Services where We accept a booking or request for them by

Services where We accept a booking or request for them by You or by a person You have told Us in writing for that purpose. Any such person may be,

2.3 If a person not with Your name and We accept a booking or request for those Services personally for such Services, You will not be liable for charges for those Services personally responsible to pay Us all charges at the applicable rates;

or requests any Services in Your name and We accept a booking or request for those Services personally for such Services, You will not be liable for charges for those Services personally responsible to pay Us all charges at the applicable rates;

2.4 You may book to reserve a bedroom or other Services in advance through a person>>;

a bedroom or other Services in advance through the Hotel website, telephone, in person or by a person You have told Us in writing for that purpose. Any such person may be,

2.5 When You request a reservation or booking for any other

reservation or booking for any other

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Services, You must provide identification information including, but not limited to, Your name, the name of Your contact person, contact telephone number and Your e-mail address;

2.6 You must give Us payment details for any reservation or for booking. [We will take Your credit/debit card details and Your name and address for any sums that become due to Us.] Unless We have agreed otherwise in writing, We will not take any payment from You for it until the time of [booking] [at check-in] for any Services. [We will take Your credit/debit card details and Your name and address for any sums that become due to Us.] Unless We have agreed otherwise in writing, We will not take any payment from You for it until the time of [booking] [at check-in] for any Services.

2.7 None of Your standard Terms and Conditions by You to Us will apply to any booking or reservation of a room or other Service under this Contract;

2.8 Your request to Us for any Services will be accepted only if We tell You that We accept Your request for a particular Service and We have also given You either a booking confirmation or Our written acceptance of the request for or reservation of a room or other Service. Only that acceptance of the booking will constitute a Contract between You and Us for the reservation of a room or other Service ("Contract"). Any such Contract will be on these Terms and Conditions;

2.9 You may change Your reservation or booking at any time before You arrive (subject to the cancellation provisions set out in clause 4 below). We will use all reasonable endeavours to accommodate Your requested changes, but We do not promise that all changes will be accommodated;

2.10 Instead of making a booking in advance, You may make a booking when You arrive, and if We have the type of room or the particular room(s) requested at that time, We will accept Your request for the booking. We will not promise that any room(s) or particular room(s) requested will be available; and

2.11 You may request a change of room or other Service at any time during Your stay. We will use all reasonable endeavours to meet such a request, and if We can accommodate such a request, it will then be a Contract between You and Us. Such a booking and that booking will be on these Terms and Conditions.

3. Fees and Payment

3.1 We set out in Our Price List the Rates, including, where applicable, promotional Rates, special offers. Our Price List is available <<insert link to website, at the Hotel reception, by email/post>>;

3.2 Where VAT is chargeable in addition to the Rate for that Service, the Price List will state that VAT is chargeable in addition to the Rate for that Service together with the applicable VAT on that Rate at the time of booking;

3.3 When You request a Rate for it, it will apply only to provision of hotel accommodation unless We specifically state otherwise [. However, such accommodation will include all facilities which the Hotel has in its standard and these are: [colour TV], [coffee and

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identification information including, but not limited to, Your name, the name of Your contact person, contact telephone number and Your e-mail address;

2.6 You must give Us payment details for any reservation or for booking. [We will take Your credit/debit card details and Your name and address for any sums that become due to Us.] Unless We have agreed otherwise in writing, We will not take any payment from You for it until the time of [booking] [at check-in] for any Services. [We will take Your credit/debit card details and Your name and address for any sums that become due to Us.] Unless We have agreed otherwise in writing, We will not take any payment from You for it until the time of [booking] [at check-in] for any Services.

2.7 None of Your standard Terms and Conditions by You to Us will apply to any booking or reservation of a room or other Service under this Contract;

2.8 Your request to Us for any Services will be accepted only if We tell You that We accept Your request for a particular Service and We have also given You either a booking confirmation or Our written acceptance of the request for or reservation of a room or other Service. Only that acceptance of the booking will constitute a Contract between You and Us for the reservation of a room or other Service ("Contract"). Any such Contract will be on these Terms and Conditions;

2.9 You may change Your reservation or booking at any time before You arrive (subject to the cancellation provisions set out in clause 4 below). We will use all reasonable endeavours to accommodate Your requested changes, but We do not promise that all changes will be accommodated;

2.10 Instead of making a booking in advance, You may make a booking when You arrive, and if We have the type of room or the particular room(s) requested at that time, We will accept Your request for the booking. We will not promise that any room(s) or particular room(s) requested will be available; and

2.11 You may request a change of room or other Service at any time during Your stay. We will use all reasonable endeavours to meet such a request, and if We can accommodate such a request, it will then be a Contract between You and Us. Such a booking and that booking will be on these Terms and Conditions.

3.1 We set out in Our Price List the Rates, including, where applicable, promotional Rates, special offers. Our Price List is available <<insert link to website, at the Hotel reception, by email/post>>;

3.2 Where VAT is chargeable in addition to the Rate for that Service, the Price List will state that VAT is chargeable in addition to the Rate for that Service together with the applicable VAT on that Rate at the time of booking;

3.3 When You request a Rate for it, it will apply only to provision of hotel accommodation unless We specifically state otherwise [. However, such accommodation will include all facilities which the Hotel has in its standard and these are: [colour TV], [coffee and

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tea making facilities, [iron], [ironing board], [trouser press], [refrigerator]

, [iron], [ironing board], [trouser

3.4 Additional charges for other Services including (but not limited to) traditional breakfast, internet access, [recreation], [leisure, fitness or entertainment] in other rooms, or any other of Rates payable for the Hotel;

refer to them in Our Price List) for [laundry], [to, car parking, [[continental][full breakfast], room service, use of wireless internet access (in Your room or at reception)] [recreation] activities], use of any function or other Services or facilities. We will inform You of Rates on request when You arrive at

3.5 Subject to sub-Clause 3.5, We shall give You an invoice for all sums due and payable to Us by You, You must pay Us for such sums, however, We agree that You may, at Your discretion, make payment at a later date. We shall give you an invoice for all sums previously invoiced to You when You check-out from the Hotel;

give You an invoice for all sums due and payable to Us by You, You must pay Us for such sums, however, We agree that You may, at Your discretion, make payment at a later date. We shall give you an invoice for all sums previously invoiced to You when You check-out from the Hotel;

3.6 Where any VAT is chargeable to You, Our invoice will be a valid VAT invoice and will show separately the amount of VAT and the applicable VAT Rate;

chargeable to You, Our invoice will be a valid VAT invoice and will show separately the amount of VAT and the applicable VAT Rate;

3.7 The following will apply to the Rates that We may offer from time to time:

Rates that We may offer from time to time:

3.7.1 Unless We specify otherwise, You must pay in full at the time of booking for any promotional Rate;

se, You must pay in full at the time of booking for any promotional Rate;

3.7.2 If You incur any additional charges, You must pay for them in addition to the promotional Rate for the stay; We will invoice them and You must pay for them in accordance with Clause 3.5 above; and

pay in addition to the promotional Rate for the stay; We will invoice them and You must pay for them in accordance with Clause 3.5 above; and

3.7.3 If you request any additional Services, and We accept the request as a condition of the booking, You must pay for the additional Services at the standard Rate];

and We accept the request as a condition of the booking, You must pay for the additional Services at the standard Rate];

3.8 You may pay Us for any deposit or other advance payment on account of that payment by the following methods:

deposit or other advance payment on account of that payment by the following methods:

3.8.1 <<insert method>>;

<<insert method>>;

3.8.2 <<insert method>>;

3.8.3 <<insert additional method>>;

3.9 We may alter any Rate of any Service increases before the date when the booked room is to be provided, any increase in the Rate of any Service; and

prior notice but if the Rate of any Service increases before the date when the booked room is to be provided, any increase in the Rate of any Service; and

3.10 Whether these Terms require payment upon booking or on check in or check out, You must pay in full for any reservation booked in accordance with this Clause 4.

require payment upon booking or on check in or check out, You must pay in full for any reservation booked in accordance with this Clause 4.

4. Cancellations

4.1 Any Services booked in accordance with this Clause 4;

in accordance with this Clause 4;

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4.2 If You pay in advance, You will not be entitled to cancel the Service or have paid for that Service or exclude any right to receive the Service or make a refund of any amount if You breach a material term of the Service.

promotional Rate, You will not be entitled to any refund of any amount You have paid for that Service, but You may, subject to Clause 10, limit the amount of any refund You may have in law to cancel that Service if We are in serious breach of a material term of the Service.

4.3 Where a non-promotional Rate applies to any Service on check-out or at any other time after the Service, You may cancel the Service.

for any Service on check-out or at any other time after the Service.

4.3.1 You may cancel the Service by giving Us prior notice of at least <<insert period e.g. 14 days>> before the date when that Service is due to be provided. If You cancel under this sub-Clause 4.3, We will refund to You any sum (including, but not limited to any deposit) that You have paid for that Service and You will not then owe Us any amount in respect of that cancelled Service; and

You give Us prior notice of at least <<insert period e.g. 14 days>> before the date when that Service is due to be provided. If You cancel under this sub-Clause 4.3, We will refund to You any sum (including, but not limited to any deposit) that You have paid for that Service and You will not then owe Us any amount in respect of that cancelled Service; and

4.3.2 If You cancel the Service in sub-Clause 4.3.1, We will be entitled to charge You a Late Cancellation Charge, the amount of which shall be limited to the amount stated in sub-Clause 4.3.2.1 or 4.3.2.2, whichever applies.

at least the period of notice referred to in sub-Clause 4.3.1, We will be entitled to charge You a Late Cancellation Charge, the amount of which shall be limited to the amount stated in sub-Clause 4.3.2.1 or 4.3.2.2, whichever applies.

4.3.2.1 If You cancel the Service less than <<insert period e.g. 28 days>> before the date when that Service is due to be provided, the Late Cancellation Charge will be <<insert percentage e.g. 25%>> of the total amount payable by You for that Service;

less than <<insert period e.g. 28 days>> before the date when that Service is due to be provided, the Late Cancellation Charge will be <<insert percentage e.g. 25%>> of the total amount payable by You for that Service;

4.3.2.2 If You cancel the Service less than <<insert period e.g. 14 days>> before the date when that Service is due to be provided, the Late Cancellation Charge will be <<insert percentage e.g. 50%>> of the total amount payable by You for that Service;

less than <<insert period e.g. 14 days>> before the date when that Service is due to be provided, the Late Cancellation Charge will be <<insert percentage e.g. 50%>> of the total amount payable by You for that Service;

4.3.2.3 If You cancel the Service less than <<insert period e.g. 7 days>> before the date when that Service is due to be provided, the Late Cancellation Charge will be <<insert percentage e.g. 75%>> of the total amount payable by You for that Service;

less than <<insert period e.g. 7 days>> before the date when that Service is due to be provided, the Late Cancellation Charge will be <<insert percentage e.g. 75%>> of the total amount payable by You for that Service;

4.3.2.4 If You cancel the Service less than <<insert period e.g. 72 hours>> before the date when that Service is due to be provided, the Late Cancellation Charge will be <<insert percentage e.g. 100%>> of the total amount payable by You for that Service;

less than <<insert period e.g. 72 hours>> before the date when that Service is due to be provided, the Late Cancellation Charge will be <<insert percentage e.g. 100%>> of the total amount payable by You for that Service;

4.3.2.5 [Notwithstanding anything to the contrary in this Agreement, the Late Cancellation Charge shall be limited to [whichever of the following amounts is the lowest] [either] <<insert £[xxx]>> [or] <<insert percentage e.g. 100%>> of the total amount payable by You for that Service]; [and]

Notwithstanding anything to the contrary in this Agreement, the Late Cancellation Charge shall be limited to [whichever of the following amounts is the lowest] [either] <<insert £[xxx]>> [or] <<insert percentage e.g. 100%>> of the total amount payable by You for that Service]; [and]

4.3.2.6 Where the Late Cancellation Charge is greater than the total amount payable by You for that Service, We will be entitled to claim the difference from You in addition. If there is any balance of the total amount payable by You for that Service which we have deducted all or any of the

You may take some or all of the Late Cancellation Charge from the payment details You provided to Us. We may deduct some or all of the Late Cancellation Charge from any sum (including, but not limited to any amount paid in advance for the Service) that You have paid to Us under clause 4.3.2 and to keep the amount of the Late Cancellation Charge amount is greater than the total amount payable by You for that Service, We will be entitled to claim the difference from You in addition. If there is any balance of the total amount payable by You for that Service which we have deducted all or any of the

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We shall refund it to You;

4.4 You may at any time cancel that Service if, due to

or request for any Service cancelled under our reasonable control, either:

4.4.1 We are unable to provide it, or

substantially delayed in providing it;

4.4.2 if We notify You in writing that We are unable to provide it, or that We will be

unable to provide it, or that We will be

In either case, You shall not be entitled to a refund of such of that Service, if any, as You have received up to the date of cancellation of that Service, and if You have paid for it in advance We shall refund to You such that You only pay for the Service, if any, for

such of that Service, if any, as You have received up to the date of cancellation of that Service, and if You have paid for it in advance We shall refund to You such that You only pay for the Service, if any, for

4.5 We may, at any time cancel the Services which are to be provided, if the following circumstances exist:

from which the relevant Service(s) are cancelled, or any or all of the Services in the

4.5.1 The required personnel, facilities, equipment, or resources, or any of them, is or are not available for the provision of the Service(s) due to circumstances outside Our reasonable control. If We notify You in writing that they are unavailable, and You do not accept an alternative arrangement in full advance payment, the booking shall be cancelled and

personnel, facilities, equipment, or resources, or any of them, is or are not available for the provision of the Service(s) due to circumstances outside Our reasonable control. If We notify You in writing that they are unavailable, and You do not accept an alternative arrangement in full advance payment, the booking shall be cancelled and

4.5.2 If You have cancelled a booking in full in advance of check in and You do not accept an alternative arrangement, we shall be entitled to re-let Your room and You shall be liable for a Cancellation Charge as if You had cancelled under this sub-Clause, We shall attempt to contact You to inform

in full in advance of check in and You do not accept an alternative arrangement, we shall be entitled to re-let Your room and You shall be liable for a Cancellation Charge as if You had cancelled under this sub-Clause, We shall attempt to contact You to inform

4.5.3 We find that the booking is in breach of the Consumer Rights Act 2015, or that You have made a booking. We shall attempt to contact You to inform You to inform

" (as defined by the Consumer Rights Act 2015), or that You have made a booking. We shall attempt to contact You to inform You to inform

4.6 We may, at any time cancel the booking if, in our conclusion of Our performance of the Services not in any material way.

when You make a booking and the booking is cancelled, cancel the booking for any or all of the Services not in any material way.

5. Check-in and Check-out

5.1 The earliest check-in time is <<insert time>> [We shall attempt to contact You to inform You to inform with the full range of

<<insert time>> and the latest time is <<insert time>> in after that latest time of <<insert time>> We may not be able to provide You with the full range of services available to customers]; [and]

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5.2 The latest time by which You must vacate Your room and check-out from the Hotel is <<insert time>> and agree at Our discretion to an alternative arrangement for a later check-out of Your room and/or check-out but if We have not agreed to such an alternative arrangement, You must vacate Your room and check-out by the above latest time. <<insert time>> We will be entitled to charge You for an additional night at the standard applicable Rate; [and]

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5.3 [If We have agreed to an alternative arrangement for a later check-out under sub-Clause 5.2 above, We shall be entitled to charge You at an hourly rate for the additional time of <<insert time>> until the time You check out, and You shall be liable to pay Us the hourly rate of that charge when You request a later check-out.]

6. Hotel Rules

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6.1 If You book any Services (including a meal, drinks, or holding an event within the Hotel such as a meeting, reception, dinner, or entertainment) any equipment that You use (including, but not limited to, staging, stands, scaffolding, lighting, audio-visual system, You must only locate and set up such equipment in a way that does not entail any damage or destruction of or to the Hotel's property, including anything forming part of the Hotel's structure, and the use of nails, tacks, screws or similar is not permitted;

6.2 Any electrical equipment must be properly maintained and safe, and must meet applicable safety standards and regulations applicable to that equipment;

6.3 You must obtain Our written consent for signs, exhibitions and displays inside and outside the Hotel. We reserve the right to remove signs which are unauthorized or unattractive, and which We deem to cause offence;

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6.4 If Your negligent or intentional actions or omissions cause any damage to the Hotel or to any of Our property, You shall be liable to reimburse Us with the reasonable and necessary costs We incur to make good that damage;

6.5 You must conduct Yourself in a polite and responsible manner at all times when on Hotel premises. You must not engage in any act in which may disturb other guests. If You do not comply with these provisions, We may ask You to leave the Hotel and in that case, You must immediately vacate the Hotel;

6.6 You must not use any room or part of the Hotel for any unlawful or improper purposes;

6.7 You must not smoke in any room or public areas of the Hotel. [You may not smoke in a designated smoking area of the Hotel [except for designated smoking areas]]. Smoking of cigarettes;

6.8 If You do not comply with the provisions of this clause, We may charge You for any and all costs We incur in cleaning and repairing any room or other room or area (including, but not limited to, fixtures and fittings) and restoring it to a smoke-free environment;

6.9 You must not bring any animals into the Hotel, except for a guide dog; and

6.10 Any child under the age of 16 may only stay at the Hotel if accompanied by an adult of legal age e.g. 18>>].

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7. Food and Drink

7.1 As referred to in clause 1.1, unless We specifically state otherwise, all prices are in GBP.

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otherwise, food and accommodation or stated or do state otherwise in accordance with

ded in any Rate(s) for bedroom and unless We have specifically additional charges to You for them

7.2 If You have any special requirements in advance of Your stay, We will endeavour to accommodate those requirements. We are unable to do so, You should inform Us of them in advance of Your stay. We will endeavour to do so in all reasonable endeavours to do so. If this is not possible, tell You that

s, You should inform Us of them in advance of Your stay. We will endeavour to do so in all reasonable endeavours to do so. If this is not possible, tell You that

7.3 We will tell You times when meals will be served. Unless when You book, we will endeavour to accommodate any other times with Us for any meals.

arrive. Meals will be at those times unless when You book, we will endeavour to accommodate any other times with Us for any meals.

8. Car Parking Facilities

8.1 [We cannot guarantee that a parking space(s) will be available for You, but [subject to sub-Clause 8.2] we will endeavour to provide any vacant parking space on a first-come-first-served basis provided that You have given Us Your vehicle's registration number before You arrive;]

space(s) will be available for You, but [subject to sub-Clause 8.2] we will endeavour to provide any vacant parking space on a first-come-first-served basis provided that You have given Us Your vehicle's registration number before You arrive;]

OR

[[We will provide the following parking spaces for You that We agree when You book [and/or] we will endeavour to provide any vacant parking spaces within Our car park You may use] [You must provide Us with a list of [names of] [and/or] [the] [and/or] [the] registration number of the vehicle(s) to be parked] [The number of spaces agreed will be in accordance with sub-Clause 8.3;]

g spaces for You that We agree when You book [and/or] we will endeavour to provide any vacant parking spaces within Our car park You may use] [You must provide Us with a list of [names of] [and/or] [the] [and/or] [the] registration number of the vehicle(s) to be parked] [The number of spaces agreed will be in accordance with sub-Clause 8.3;]

8.2 Any such parking spaces will be shown in Our Price List when You book;

OR [at an additional charge as shown in Our Price List] OR [at an additional charge as shown in Our Price List]

8.3 [You may [without charge] use a disabled parking space that is available if You have a valid disabled parking badge. We will be entitled to remove Your vehicle from a disabled parking space without a valid disabled parking badge. You shall pay or reimburse Us with all costs associated with the recovery of the vehicle;]

a disabled parking space that is available if You have a valid disabled parking badge. We will be entitled to remove Your vehicle from a disabled parking space without a valid disabled parking badge. You shall pay or reimburse Us with all costs associated with the recovery of the vehicle;]

8.4 [We do not provide a valet parking facility for the use of the party's or guests' vehicles. If a valet service is required, it may only be arranged through separate arrangements with a third party.] OR [We provide a valet parking facility for the use of the party's or guests' vehicles.] OR [All parking of Your or Your guests' vehicles in Our car park and retrieval of vehicles from Our car park is subject to the terms and conditions of the valet service.] [You may make valet parking arrangements with a third party.]

facility] OR [We provide a valet parking facility for the use of the party's or guests' vehicles.] OR [All parking of Your or Your guests' vehicles in Our car park and retrieval of vehicles from Our car park is subject to the terms and conditions of the valet service.] [You may make valet parking arrangements with a third party.]

8.5 Whether or not We provide a valet parking facility, We will operate and maintain Our car park and ensure the safety of the car park and the care of the vehicles parked in it. However, We do not undertake the safety of the car park and the care of the vehicles parked in it and We do not guarantee that other Hotel guests or customers will not enter Our car park and steal the vehicle or property in it or engage in criminal activity. A valet service is not provided for the parking of a vehicle in Our car park and property in it. We do not accept liability for the theft or damage of or to the vehicle or property in it or the loss of any person other than Our employees, agents, or contractors.

hicle parking, We will operate and maintain Our car park and ensure the safety of the car park and the care of the vehicles parked in it. However, We do not undertake the safety of the car park and the care of the vehicles parked in it and We do not guarantee that other Hotel guests or customers will not enter Our car park and steal the vehicle or property in it or engage in criminal activity. A valet service is not provided for the parking of a vehicle in Our car park and property in it. We do not accept liability for the theft or damage of or to the vehicle or property in it or the loss of any person other than Our employees, agents, or contractors.

9. Disabled Customers

9.1 We fully comply with the requirements of the Equality Act 2010 to time in force regulating the

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10. Limitation of Liability

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, agents, or contractors whilst that
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You keep Your PIN number for the
You request placed in Our safe at

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xceed £<<insert sum>> in respect

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(negligent or othe
whichever is the gre

in sub-Clause 10.1, and without
sub-Clauses 10.2 and 10.4, where
maximum liability to You whether
breach of statutory duty or in any
xceed in aggregate for any and all
n connection with the Contract

10.5.1 £<<insert su

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10.5.2 an amount payable for the Services bo

charges payable and/or paid for the

10.6 We will not be liable for any loss or damage where such failure is caused by our lack of control; and

or delay in providing any Service which is caused by any cause beyond Our reasonable

10.7 Each of the various provisions of liability set out in this Clause 10 shall be deemed to be

provisions of liability set out in this Clause

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 amendment.

and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is

12. [Data Protection]

We will only use personal information in accordance with Our Privacy Notice>> available at <<insert document name, e.g. >>.]

Our <<insert document name, e.g. >>.]

13. [Data Processing]

13.1 In this Clause 13 a "data controller", "data processor", "personal data", "data subject", "data breach" shall have the meaning defined in the Data Protection Act 1998.

"personal data", "data subject", "data controller", "data processor", "personal data", "data subject", "data breach" shall have the meaning defined in the Data Protection Act 1998.

13.2 [All personal data processed by Us on behalf of You, subject to these Terms and Conditions shall be processed in accordance with the terms of a contract entered into which We and You shall enter before any personal data is processed.]

on behalf of You, subject to these Terms and Conditions shall be processed in accordance with the terms of a contract entered into which We and You shall enter before any personal data is processed.]

OR

13.2 [Both Parties shall ensure that the data protection requirements set out in the Data Protection Act 1998 shall not be relied upon to relieve either Party of its obligations under the Data Protection Act 1998 and shall ensure that the data protection requirements set out in the Data Protection Act 1998 shall not be relied upon to relieve either Party of its obligations under the Data Protection Act 1998.]

the data protection requirements set out in the Data Protection Act 1998 shall not be relied upon to relieve either Party of its obligations under the Data Protection Act 1998 and shall ensure that the data protection requirements set out in the Data Protection Act 1998 shall not be relied upon to relieve either Party of its obligations under the Data Protection Act 1998.]

13.3 For the purposes of the Data Protection Act 1998 and for this Clause 13 and the Contract, We and You are the "Data Controller".

the Data Protection Act 1998 and for this Clause 13 and the Contract, We and You are the "Data Controller".

13.4 The type(s) of personal data to be processed, and the purposes for which the personal data is to be processed, shall be set out in a Schedule to the Contract.

the type, nature and purpose of the processing shall be set out in a Schedule to the Contract.

13.5 The Data Controller shall ensure that all necessary consents are in place and notices required for the transfer of personal data to the Data Processor for the purposes of the Contract [these Terms and Conditions] AND/OR [the Contract].

shall ensure that all necessary consents are in place and notices required for the transfer of personal data to the Data Processor for the purposes of the Contract [these Terms and Conditions] AND/OR [the Contract].

13.6 The Data Processor shall ensure that all necessary consents are in place and notices required for the transfer of personal data to the Data Processor for the purposes of the Contract [these Terms and Conditions] AND/OR [the Contract].

shall ensure that all necessary consents are in place and notices required for the transfer of personal data to the Data Processor for the purposes of the Contract [these Terms and Conditions] AND/OR [the Contract].

13.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process the personal data. The Data Processor shall promptly notify the Data Controller of any such processing unless prohibited from doing so by law.

the written instructions of the Data Controller unless otherwise required to process the personal data. The Data Processor shall promptly notify the Data Controller of any such processing unless prohibited from doing so by law.

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13.6.2 Ensure that appropriate technical and organisational measures (a) protect the personal data from accidental or unlawful destruction, damage or loss, alteration, disclosure or unauthorised access, and (b) prevent the loss of accuracy or confidentiality of the personal data, taking into account the state of the art, the nature of the personal data, the potential harm or damage to the data subjects in the event of a breach, the current state of technology and the cost of implementing the measures. Those measures taken shall be agreed between the Data Controller and the Data Processor and set out in a Schedule to the Contract.

appropriate technical and organisational measures (a) protect the personal data from accidental or unlawful destruction, damage or loss, alteration, disclosure or unauthorised access, and (b) prevent the loss of accuracy or confidentiality of the personal data, taking into account the state of the art, the nature of the personal data, the potential harm or damage to the data subjects in the event of a breach, the current state of technology and the cost of implementing the measures. Those measures taken shall be agreed between the Data Controller and the Data Processor and set out in a Schedule to the Contract.

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13.6.3 Ensure that the Data Processor and/or the Data Processor's subcontractors are contractually obliged to keep the personal data secure in accordance with the requirements of the Contract.

the Data Processor and/or the Data Processor's subcontractors are contractually obliged to keep the personal data secure in accordance with the requirements of the Contract.

13.6.4 Not transfer the personal data to any third party outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

the personal data to any third party outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

13.6.4.1

the Data Controller and/or the Data Processor has implemented appropriate and verifiable safeguards for the transfer of the personal data;

13.6.4.2

the Data Controller and/or the Data Processor has implemented appropriate and verifiable safeguards for the transfer of the personal data and the data subjects have enforceable rights and remedies;

13.6.4.3

the Data Controller and/or the Data Processor has implemented appropriate and verifiable safeguards for the transfer of the personal data and the Data Processor complies with its obligations under applicable data protection legislation, providing an adequate level of protection for any and all personal data so transferred;

13.6.4.4

the Data Processor complies with all reasonable requirements specified in advance by the Data Controller in relation to the processing of the personal data.

13.6.5 Assist the Data Controller to respond to any and all requests from data subjects to any and all requests from data subjects to ensure compliance with applicable data protection legislation, security, breach notification, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with applicable data protection legislation with respect to security, breach notification, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

13.6.6 Notify the Data Controller of any breach of the Contract;

of any undue delay of a personal data breach;

13.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to the Data Controller and retain any personal data for the purposes of the Contract unless it is required to retain any personal data for the purposes of the law; and

on the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to the Data Controller and retain any personal data for the purposes of the Contract unless it is required to retain any personal data for the purposes of the law; and

13.6.8 Maintain complete and accurate records of all processing activities and the technical and organisational measures implemented necessary to ensure compliance with Clause 13] AND/OR [the Contract] and to allow the Data Controller and/or any party designated by the Data Controller to verify compliance;

complete and accurate records of all processing activities and the technical and organisational measures implemented necessary to ensure compliance with Clause 13] AND/OR [the Contract] and to allow the Data Controller and/or any party designated by the Data Controller to verify compliance;

13.7 [The Data Processor shall be responsible for ensuring compliance with any of its obligations with respect to the processing of the personal data under [this Clause 13] AND/OR [the Contract].]

any of its obligations with respect to the processing of the personal data under [this Clause 13] AND/OR [the Contract].]

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[13.7 The Data Processor shall not transfer any of its obligations to a sub-contractor with respect to the processing of personal data under [this Clause 13] **AND/OR** [the Contract] without the prior written consent of the Data Controller (such consent may be reasonably withheld). In the event that the Data Processor does so, the Data Processor shall:

13.7.1 Enter into a contract with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 13] **AND/OR** [the Contract] and which shall be enforceable against the Data Processor and the Data Controller to the same extent;

13.7.2 Ensure that the sub-contractor complies fully with its obligations under the Data Protection Legislation.]

13.8 Either Party may, at any time, with <<insert period, e.g. 30 calendar days'>> notice, alter the terms of the Contract with any applicable provisions of the Contract, replacing them with any applicable clauses or similar terms that form part of an applicable standard set of terms. Such terms shall apply when replaced by attached Schedule 1.

14. Complaints

We always welcome feedback and, whilst We always use all reasonable endeavours to ensure that our Services are satisfactory and that Your experience of dealing with Us is as good as possible, we nevertheless want to hear from You if You have any complaint about Our Services or any other commercial matter with <<insert name of the relevant person who can be contacted at the Hotel or << by phone or email on <<insert contact details>>.

15. Set-Off

You will not be entitled to set-off or counterclaim in respect of any claim that You may have against Us in any other agreement between Us and You.

16. Assignment and Sub-Contracting

16.1 [Subject to sub-Clause 16.2, neither Party may assign or otherwise delegate any of its obligations under the Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld; [and]

16.2 [We may perform all or part of our obligations under the Contract through any other person, whether qualified and skilled sub-contractors. Any act or omission of such person or sub-contractor shall, for the purposes of the Contract, be treated as Our act or omission.]

17. Third Party Rights

17.1 Nothing in these Terms shall confer rights on any third parties (other than the Third Parties) Act 1999 shall not apply to the Contract.

17.2 Subject to Clause 17.1, these Terms shall continue and be binding on the transferee, successors and assigns of either You or Us as required.

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18. No Waiver

No failure or delay by Us that We or You have waived a provision of the Contract means that We or You have waived the same or any other provisions of the Contract.

rights under the Contract means that We or You have waived a breach of any provision of the Contract and we will waive any subsequent breach of any provision of the Contract.

19. Severance

If any provision of the Contract is unenforceable in whole or in part, the remainder of the provisions of the Contract shall remain enforceable.

any provision of the Contract is held to be invalid or unenforceable, the other provisions of the Contract shall remain enforceable and shall not be affected.

20. Notices

20.1 All notices under the Contract shall be in writing, signed by, or on behalf of, the Party giving the notice;

writing and be deemed duly given if delivered to the designated officer of the Party giving the notice.

20.2 Notices shall be delivered to the Party to whom they are given:

given:

20.2.1 when delivered in person, by recorded delivery or by hand;

by courier or other messenger or by email during normal business hours of the recipient;

20.2.2 when sent, by email or by electronic transmission;

by email or e-mail and a successful transmission is generated; or

20.2.3 on the fifth business day after the date of the notice by ordinary mail.

by registered or certified mailing, if mailed by national express.

in each case notice shall be given to the address, e-mail address, or facsimile address of the Party to whom they are given.

to the most recent address, e-mail address or facsimile address of the other Party.

21. Entire Agreement

21.1 The Contract contains the entire agreement between the Parties with respect to its subject matter and shall prevail over any other writing signed by the Parties.

between the Parties with respect to its subject matter and shall prevail over any other writing signed by the Parties; and

21.2 Each Party acknowledges that, in entering into the Contract, it does not rely on any representation or warranty provided in the Contract, other than those expressly stated in the Contract, and that it accepts the Contract on the fullest extent permitted by law.

into the Contract, it does not rely on any representation or warranty provided in the Contract, other than those expressly stated in the Contract, and that it accepts the Contract on the fullest extent permitted by law.

22. Dispute Resolution

22.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Contract through negotiations with their appointed representatives who have the authority to settle the dispute.

dispute arising out of or relating to the Contract through negotiations with their appointed representatives who have the authority to settle the dispute.

22.2 [If negotiations under this clause do not resolve the matter within <<insert period>> days after the date of the initiation of negotiations, the Parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.]

do not resolve the matter within <<insert period>> days after the date of the initiation of negotiations, the Parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution procedure.]

22.3 [If the ADR procedure under this clause does not resolve the matter within <<insert period>> days after the date of the initiation of that procedure, or if either Party withdraws from the ADR procedure, the dispute may be referred to arbitration.]

22.2 of the Agreement does not resolve the matter within <<insert period>> days after the date of the initiation of that procedure, or if either Party withdraws from the ADR procedure, the dispute may be referred to arbitration.]

22.4 The seat of the arbitration shall be England and Wales.

clause 22.3 shall be England and Wales.

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Wales. The arbitrator shall apply the Rules for Arbitration of the International Chamber of Commerce (ICC) if the Parties are unable to agree on a set of rules. If either Party may, upon the request of the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that shall apply.

by the Arbitration Act 1996 and the Rules of the Parties. In the event that the arbitrator(s) or the Rules for Arbitration, shall not apply to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that shall apply.

- 22.5 Nothing in this Clause shall prevent either Party from applying to a court for an order for specific performance of the Contract or for an injunction or for any other remedy.
- 22.6 The decision and award of the arbitrator under this Clause 22 shall [not be subject to appeal or challenge].

either Party or its affiliates from applying to a court for an order for specific performance of the Contract or for an injunction or for any other remedy; and the method of dispute resolution under this Clause 22 shall apply to both Parties.

23. Law and Jurisdiction

- 23.1 The Contract and the relationship between the Parties (whether contractual or otherwise) shall be governed by English Law; and
- 23.2 Any dispute, controversy or claim arising out of or in connection with the Contract (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

You and Us (whether contractual or otherwise) shall be governed by English Law; and any dispute, controversy or claim arising out of or in connection with the Contract (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

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