

<<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 any Business Customer (as defined in Clause 1.1) and not to any Consumer as defined in the Consumer Rights Act 2015 or any other consumer protection legislation.

Services by the Hotel only to any Business Customer (as defined in Clause 1.1) and not to any "Consumer" as defined by the Consumer Rights Act 2015 or any other consumer protection legislation.

1. Definitions and Interpretation

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

the context otherwise requires, the following meanings:

"Business"

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

"Business Customer"

any individual, firm, company or other entity who contracts with Us for any 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 data protection legislation in force from time to time and applicable to data protection and privacy, including 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 Clause 1.1] **OR** [insert other address] and its employees and agents of the Hotel;

"Nominated Person"

any person nominated in a booking or request for any 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 include 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 Condition;

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 req

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 do not constitute part of these 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 cancel any booking or request for Services in writing if a person has not paid for them 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, but need not also be, a Party;

2.2 You will be liable for the cost of any Services where We accept a booking or request for them by You or a person You have told Us

Services where We accept a booking or request for them by You or a person You have told Us in writing for that purpose; and

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

or requests any Services in Your name, You will not be liable for charges for those Services unless You are personally responsible to pay Us all charges at the applicable time;

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

a bedroom or other Services in advance through a person>>; the Hotel website, telephone, in writing or otherwise;

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, address, telephone number, and the name of Your contact person, and Your contact telephone number;

- 2.6 You must give Us payment details for any reservation or for booking. This includes card details and Your card details and Your contact details. [We will take Your credit/debit card for any sums that become due to Us.] Unless We agree otherwise in Writing, Services expressly booked by You at the time of reservation, or on any other occasion, We will not take any payment from You for it until the time of booking.
- 2.7 None of Your standard Terms and Conditions apply to any booking or reservation made 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. We may give You either a booking confirmation or Our written acceptance of the request for one or more Services. Only that acceptance of a booking or reservation between You and Us for the particular Service ("Contract"). Any such Contract will be on these Terms and Conditions;
- 2.9 You may change Your booking or reservation (subject to the cancellation provisions 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 or reservation, You may make a booking when You arrive, and if You have requested a particular room or other Service at that time, We will accept Your request for the booking or reservation, provided that any room(s) or particular room(s) requested are available; and
- 2.11 You may request a particular 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 be treated as a booking and that booking will then be a Contract between You and Us on these Terms and Conditions.

3. Fees and Payment

- 3.1 We set out in Our Price List the applicable Rates, including, where applicable, promotional rates and special offers. Our Price List is available <<insert location of Price List 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 applicable rate;
- 3.3 When You request a particular room or other Service, We will quote a Rate for it, it will apply only to that accommodation unless We specifically state otherwise. Such accommodation will include all facilities which the Hotel has in these are: [colour TV], [coffee and

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

payment details for any reservation or for booking. This includes card details and Your card details and Your contact details. [We will take Your credit/debit card for any sums that become due to Us.] Unless We agree otherwise in Writing, Services expressly booked by You at the time of reservation, or on any other occasion, We will not take any payment from You for it until the time of booking.

None of Your standard Terms and Conditions apply to any booking or reservation made under this Contract;

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

You may change Your booking or reservation (subject to the cancellation provisions 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;

Instead of making a booking or reservation, You may make a booking when You arrive, and if You have requested a particular room or other Service at that time, We will accept Your request for the booking or reservation, provided that any room(s) or particular room(s) requested are available; and

You may request a particular 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 be treated as a booking and that booking will then be a Contract between You and Us on these Terms and Conditions.

We set out in Our Price List the applicable Rates, including, where applicable, promotional rates and special offers. Our Price List is available <<insert location of Price List by email/post>>;

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 applicable rate;

When You request a particular room or other Service, We will quote a Rate for it, it will apply only to that accommodation unless We specifically state otherwise. Such accommodation will include all facilities which the Hotel has in 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 facilities in other rooms, or any other of Rates payable for the stay at the Hotel;

refer to them in Our Price List) for [laundry], [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 facilities. We will inform You of Rates on request when You arrive at the Hotel;

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 the same, however, We agree that You may 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 the same, however, We agree that You may 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 the amount of VAT chargeable to You, Our invoice will show separately the Rate for each item and the amount of VAT chargeable to You at that Rate;

chargeable to You, Our invoice will be a valid VAT invoice and will show the amount of VAT chargeable to You, Our invoice will show separately the Rate for each item and the amount of VAT chargeable to You at that 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 in addition to the promotional Rate for the same. 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 same. 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>>;

<<insert method>>;

3.8.3 <<insert additional method>>;

<<insert additional method>>;

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

rior 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.

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.

4. Cancellations

4.1 Any Services booked in accordance with this Clause 4;

Any Services booked in accordance with this Clause 4;

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4.2 If You pay in advance for any promotional Rate, You will not be entitled to cancel that booking and receive any refund of any amount You have paid for that Service, or exclude any right to cancel that Service or make any other arrangements for that Service or make any other arrangements for any other time after the date of cancellation, if We are in serious breach of a material term of the Service; and

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4.3 Where a non-promotional Rate is applicable to any Service on check-out or at any other time after the date of cancellation, You may give Us prior notice of at least <<insert period e.g. 14 days>> prior to the date when You cancel under this sub-Clause 4.3, We will be entitled to charge You a Late Cancellation Charge of any sum (including, but not limited to any deposit paid in respect of that Service and You will not then owe Us any amount in respect of that cancelled Service; and

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4.3.1 You may cancel a booking under a non-promotional Rate if You give Us prior notice of at least <<insert period e.g. 14 days>> prior to the date when You cancel under this sub-Clause 4.3, We will be entitled to charge You a Late Cancellation Charge of any sum (including, but not limited to any deposit paid in respect of that Service and You will not then owe Us any amount in respect of that cancelled Service; and

4.3.2 If You cancel a booking under a non-promotional Rate in sub-Clause 4.3.1, We will be entitled to charge You a Late Cancellation Charge of any sum (including, but not limited to any deposit paid in respect of that Service and You will not then owe Us any amount in respect of that cancelled Service; and

4.3.2.1 If You cancel a booking under a non-promotional Rate less than <<insert period e.g. 28>> clear calendar days before the date of cancellation, the Late Cancellation Charge will be <<insert percentage e.g. 50>> of the total amount payable by You for the booking; and

4.3.2.2 If You cancel a booking under a non-promotional Rate less than <<insert period e.g. 14>> clear calendar days before the date of cancellation, the Late Cancellation Charge will be <<insert percentage e.g. 75>> of the total amount payable by You for the booking; and

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4.3.2.3 If You cancel a booking under a non-promotional Rate less than <<insert period e.g. 7>> clear calendar hours before the date of cancellation, the Late Cancellation Charge will be <<insert percentage e.g. 100>> of the total amount payable by You for the booking; and

4.3.2.4 If You cancel a booking under a non-promotional Rate less than <<insert period e.g. 72>> clear calendar hours before the date of cancellation, the Late Cancellation Charge will be <<insert percentage e.g. 100>> of the total amount payable by You for the booking; and

4.3.2.5 [Notwithstanding anything to the contrary that may appear in the above Cancellation Charges, the Late Cancellation Charge shall be limited to [whichever of the following amounts is the lesser] [either] [<<insert £[xxx]>>] [or] [<<insert percentage e.g. 100>> of the total amount payable by You for the booking limit>>]; [and]

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4.3.2.6 Where the Late Cancellation Charge is limited to a percentage amount, 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 deposit paid in advance for the Service) paid in advance for the Service under sub-Clause 4.3.2 and to keep the amount of any Late Cancellation Charge amount is greater than the total amount payable by You in advance, We will be entitled to claim the balance of the Late Cancellation Charge in addition. If there is any balance of the Late Cancellation Charge that 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 advance that We will be 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 receive such of that Service, if any, as You have received up to the time 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 time 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

4.5 We may, at any time, cancel Services that are to be provided, in whole or in part, under the following circumstances:

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 combination thereof, is or are not available to Us through Our reasonable control. If We notify You in advance that We are unable to provide the Service(s) and You decide to cancel the booking, we shall refund to You in full any deposit or other amount paid to Us for Your booking for the

personnel, facilities, equipment, or resources, or any combination thereof, is or are not available to Us through Our reasonable control. If We notify You in advance that We are unable to provide the Service(s) and You decide to cancel the booking, we shall refund to You in full any deposit or other amount paid to Us for Your booking for the

4.5.2 If You have notified Us in full in advance of check in and You do not check in on the first day when You are due to check in, or if You cancel Your room booking, we shall be entitled to re-let Your room at the same rate. If You have notified Us in advance of Your late arrival, we shall be entitled to [some other time for latest check in] or, if You do not check in, we shall be entitled to cancel under this sub-Clause, We shall be entitled to a Cancellation Charge as if You had cancelled under this sub-Clause. We shall attempt to contact You to inform You of the availability of the room; or

in full in advance of check in and You do not check in on the first day when You are due to check in, or if You cancel Your room booking, we shall be entitled to re-let Your room at the same rate. If You have notified Us in advance of Your late arrival, we shall be entitled to [some other time for latest check in] or, if You do not check in, we shall be entitled to cancel under this sub-Clause, We shall be entitled to a Cancellation Charge as if You had cancelled under this sub-Clause. We shall attempt to contact You to inform You of the availability of the room; or

4.5.3 We find that the booking is in breach of the Consumer Rights Act 2015. We shall refund to You in full any deposit or other amount paid to Us for Your booking. We shall make any substitution of the Service(s) only be on the basis of the availability of the Service(s) to the Consumer; and

” (as defined by the Consumer Rights Act 2015). We shall refund to You in full any deposit or other amount paid to Us for Your booking. We shall make any substitution of the Service(s) only be on the basis of the availability of the Service(s) to the Consumer; and

4.6 We may, at any time, cancel Services in whole or in part, in our sole discretion, at the conclusion of Our period of availability of the Services not in any material way.

When You make a booking and the Services are cancelled, we shall be entitled to 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 accommodate late check-in requests but if you check in after <<insert time>> but if you check in 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 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 hour at the standard applicable Rate; [and]

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 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 hour at the standard applicable Rate; [and]

5.3 [If We have agreed to such an arrangement above, We shall be entitled to charge You at an hourly rate for the additional time from our standard check-out time until the time You check out, and You shall be liable to pay Us when You request a later check-out under sub-Clause 5.2]

[If We have agreed to such an arrangement above, We shall be entitled to charge You at an hourly rate for the additional time from our standard check-out time until the time You check out, and You shall be liable to pay Us when You request a later check-out under sub-Clause 5.2]

6. Hotel Rules

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6.1 If You book any Services (for example, a meeting, conference, or event) within the Hotel (for example, a meeting, conference, or event) which require the use of equipment that You own or hire (such as 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, anything forming part of the Hotel, or anything forming part of the Hotel, and fixing of equipment to the Hotel's property, including but not limited to, nails, tacks, screws or similar is not permitted;

If You book any Services (for example, a meeting, conference, or event) within the Hotel (for example, a meeting, conference, or event) which require the use of equipment that You own or hire (such as 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, anything forming part of the Hotel, or anything forming part of the Hotel, and fixing of equipment to the Hotel's property, including but not limited to, 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 applicable to that equipment;

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

6.3 You must obtain Our prior written consent for signs, exhibitions and displays inside and outside the Hotel, and such signs, exhibitions and displays must be authorized or unless We deem to cause offence;

You must obtain Our prior written consent for signs, exhibitions and displays inside and outside the Hotel, and such signs, exhibitions and displays must be authorized or unless We deem to cause offence;

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 actual costs incurred to make good that damage;

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 actual costs incurred to make good that damage;

6.5 You must conduct Your activities in a quiet and responsible manner at all times when on Hotel premises, and You must not engage in any act in any way which may disturb other guests. If You do not conduct Your activities in a quiet and responsible manner, You must immediately leave the Hotel and in that case, You shall be liable to reimburse Us with the reasonable and actual costs incurred to make good that damage;

You must conduct Your activities in a quiet and responsible manner at all times when on Hotel premises, and You must not engage in any act in any way which may disturb other guests. If You do not conduct Your activities in a quiet and responsible manner, You must immediately leave the Hotel and in that case, You shall be liable to reimburse Us with the reasonable and actual costs incurred to make good that damage;

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

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

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 is prohibited in all other areas of the Hotel [except for designated smoking areas];

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 is prohibited in all other areas of the Hotel [except for designated smoking areas];

6.8 If You do not comply with the Hotel's smoking policy, We may charge You for any and all costs We incur in cleaning and restoring the room or other room or area (including, but not limited to, fixtures, fittings, and other things) and restoring it to a smoke-free environment;

If You do not comply with the Hotel's smoking policy, We may charge You for any and all costs We incur in cleaning and restoring the room or other room or area (including, but not limited to, fixtures, fittings, and other things) 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

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

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

Any child under the age of <<insert age e.g. 18>> may only stay at the Hotel if accompanied by an adult.

7. Food and Drink

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7.1 As referred to in clause 1.1, unless We specifically state otherwise, the Hotel's standard breakfast is included in the Room Rate, unless We specifically state otherwise.

As referred to in clause 1.1, unless We specifically state otherwise, the Hotel's standard breakfast is included in the Room Rate, unless We specifically state otherwise.

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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 advance of Your accommodate those We are unable to do

s, You should inform Us of them in all reasonable endeavours to re this is not possible, tell You that

7.3 We will tell You time Unless when You book meals.

arrive. Meals will be at those times be any other times with Us for any

8. Car Parking Facilities

8.1 [We cannot guarantee but [subject to sub-first-come-first-serve Your vehicle's registration

space(s) will be available for You, use any vacant parking space on a e provided that You have given Us u arrive;]

OR

[[We will provide t when You book [and may use] [You must list of [names of registration number agreed will be in accordance sub-Clause 8.3;]

ng spaces for You that We agree n spaces within Our car park You >> before arrival provide Us with a ing those spaces] [and/or] [the parked]. [The number of spaces bled parking spaces referred to in

8.2 Any such parking shown in Our Price when You book];

OR [at an additional charge as onal charges We agree with You

8.3 [You may [without available if You have remove Your vehicle disabled parking badge costs associated with

a disabled parking space that is ing badge. We will be entitled to bled parking space without a valid shall pay or reimburse Us with all quent recovery];

8.4 [We do not provide parking facility for the party's or guests' vehicle from it may only be arrangements with

facility] OR [We provide a valet] OR [All parking of Your or Your car park and retrieval of vehicles ff.] [You may make valet parking

8.5 Whether or not We maintain Our car park undertake the safety Hotel guests or customer car park and steal criminal activity. A vehicle in Our car park and property in it employees, agents,

hicle parking, We will operate and l and care. However, We do not nd We do not guarantee that other e general public will not enter Our or property in it and/or engage in park or arrange for parking of a theft or damage of or to the vehicle ct of any person other than Our

9. Disabled Customers

9.1 We fully comply with

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treatment of, and protection of, our customers; and

9.2 If you have any special requirements, including but not limited to, relating to a disability, You should inform Us of them before booking Your stay.

10. Limitation of Liability

10.1 Nothing in these Terms shall be construed as intended to or will exclude or limit Our liability to You for:

10.1.1 death or personal injury caused by Our negligence (including that of our employees, agents, or contractors); or

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 any theft of, or damage to, any vehicle parked with Our permission in the Hotel grounds, including that vehicle, where the theft or damage is caused by our employees, agents, or contractors; or

10.1.4 any loss of, or damage to, property at the Hotel where the loss is due to theft or damage by our employees, agents, or contractors whilst that property is in the Hotel, including a safe in Your bedroom and You keep that safe in the Hotel, if You keep Your PIN number for the safe secure and the safe request placed in Our safe at the Hotel remains unopened.

10.2 Except in the circumstances set out in Clause 10.1.4, We will not be liable for any loss or theft of property which You bring to or keep in a Hotel room.

10.3 No property which is in Our custody or safekeeping shall be deemed to be in Our custody or safekeeping in the circumstances set out in sub-Clause 10.1.4. Any such property shall be deemed to be in Your custody or safekeeping and the destruction of any such property shall be deemed to be Your responsibility. Any other act or omission shall be deemed to be Your responsibility. Subject to the limitations set out in Clauses 10.1, 10.2, 10.3, 10.4 and 10.5 and further to the limitations set out in Clause 10.6, Our liability in respect of the property of each guest shall not exceed £<<insert sum>> in respect of the property of each guest.

10.4 Subject to and except to the extent set out in sub-Clause 10.1, We shall not be liable for any loss or damage (including negligence) or for breach of statutory duty, or in any other way, in respect of:

10.4.1 direct, special, consequential, or other claims, whether anticipated or unanticipated, including business interruption, business opportunity, contracts, savings, data, publicity, advertising, management time, or wasted expenditure; or

10.4.2 special, individual, or other claims which are not covered by Clause 10.4.1;

10.5 Subject to and except to the extent set out in sub-Clause 10.1, and without prejudice to the extent set out in sub-Clauses 10.2 and 10.4, where we are liable to You for any loss or damage (including negligence) or for breach of statutory duty or in any other way, our liability shall not exceed in aggregate for any and all claims in connection with the Contract the amount set out in Clause 10.5.1.

10.5.1 £<<insert sum>>

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10.5.2 an amount payable and/or paid for the Services by You

charges payable and/or paid for the

10.6 We will not be liable for any loss or damage, including without limitation any indirect or consequential loss or damage, or delay in providing any Service where such failure or delay is caused by You or any cause beyond Our reasonable control; and

or delay in providing any Service by cause beyond Our reasonable

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

ns 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 our 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 <>

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

13. [Data Processing]

13.1 In this Clause 13 a "data subject", "personal data", "data controller", "data processor", "data breach" shall have the meaning defined in the applicable data protection legislation

personal data", "data subject", "data controller", "data processor", "data breach" shall have the meaning defined in the applicable R.

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 Legislation and shall not be relieved of any of those obligations.]

the data protection requirements set out in this Clause 13 nor the Contract shall be relieved of any of those obligations.]

13.3 For the purposes of the applicable data protection legislation and for this Clause 13 and the Contract, We and You are the "Data Controller".

and You are the "Data Controller".

13.4 The type(s) of personal data to be processed, the nature and purpose of the processing, and the applicable data protection legislation 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]

s in place 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]

any personal data processed by it in accordance with its obligations under [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 such personal data by law. The Data Processor shall promptly notify the Data Controller if it is unable to comply with the instructions unless prohibited from doing so by law.

the written instructions of the Data Controller unless otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller if it is unable to comply with the instructions unless prohibited from doing so by law.

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13.6.2 Ensure that appropriate technical and organisational measures (a) are implemented by the Data Processor to protect the personal data from accidental or unlawful destruction, damage or loss, disclosure, alteration or unauthorized access, (b) are designed to protect the personal data from unauthorized access or disclosure, (c) are designed to ensure the integrity and confidentiality of the personal data, and (d) are designed to ensure the availability of the personal data. Such measures shall be proportionate to the risks referred to in sub-clause 13.6.1 and shall be agreed between the Data Controller and the Data Processor and set out in a Schedule to the Contract.

able technical and organisational measures (a) are implemented by the Data Processor to protect the personal data from accidental or unlawful destruction, damage or loss, disclosure, alteration or unauthorized access, (b) are designed to protect the personal data from unauthorized access or disclosure, (c) are designed to ensure the integrity and confidentiality of the personal data, and (d) are designed to ensure the availability of the personal data. Such measures shall be proportionate to the risks referred to in sub-clause 13.6.1 and 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 (if any) are contractually obliged to keep the personal data confidential and to use it only for the purposes specified in the Contract.

13.6.3 Ensure that the Data Processor and/or the Data Processor's subcontractors (if any) are contractually obliged to keep the personal data confidential and to use it only for the purposes specified in 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:

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:

13.6.4.1

13.6.4.1 The third party is a Data Controller and/or the Data Processor and the Data Controller has approved suitable safeguards for the transfer of the personal data.

13.6.4.2

13.6.4.2 The third party is a Data Controller and the Data Controller has approved suitable safeguards for the transfer of the personal data and the Data Controller has approved that the Data Controller's data subjects have enforceable rights and remedies;

13.6.4.3

13.6.4.3 The third party is a Data Controller and the Data Controller has approved suitable safeguards for the transfer of the personal data and the Data Controller has approved that the Data Controller's data subjects have enforceable rights and remedies and the Data Controller has approved that the Data Controller's data subjects are notified of the transfer of their personal data and of their rights under applicable legislation, providing an adequate opportunity for them to object to any and all personal data so transferred;

13.6.4.4

13.6.4.4 The third party is a Data Controller and the Data Controller has approved suitable safeguards for the transfer of the personal data and the Data Controller has approved that the Data Controller's data subjects have enforceable rights and remedies and the Data Controller has approved that the Data Controller's data subjects are notified of the transfer of their personal data and of their rights under applicable legislation, providing an adequate opportunity for them to object to any and all personal data so transferred and the Data Controller has approved that the Data Controller's data subjects are notified of the transfer of their personal data and of their rights under applicable legislation, providing an adequate opportunity for them to object to any and all personal data so transferred.

13.6.5 Assist the Data Controller to respond to any and all requests from the Data Controller's data subjects to exercise their rights under applicable legislation, at the Data Controller's cost, in responding to such requests and in ensuring its compliance with applicable data protection legislation with respect to such requests, including, but not limited to, carrying out impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

13.6.5 Assist the Data Controller to respond to any and all requests from the Data Controller's data subjects to exercise their rights under applicable legislation, at the Data Controller's cost, in responding to such requests and in ensuring its compliance with applicable data protection legislation with respect to such requests, including, but not limited to, carrying out impact assessments, 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 relating to the personal data;

13.6.6 Notify the Data Controller of any breach of the Contract relating to the personal data;

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

13.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to which the Data Controller is entitled under the Contract unless it is required to retain any such data by applicable 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 with any of its obligations with respect to the processing of the personal data.

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 with any of its obligations with respect to the processing of the personal data.

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 the Contract].

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 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 applicable 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 positive, You nevertheless want to hear from Us 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 our obligations under the Contract through any other qualified and skilled sub-contractors. Any act or omission of any such 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 (Third Parties) and accordingly the Contract shall not be subject to the Contracts (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 any other means which provides proof of delivery;

by courier or other messenger or by any other means which provides proof of delivery during normal business hours of the recipient;

20.2.2 when sent, by email or by any other means which provides proof of delivery;

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 mail, if mailed by national or international mail.

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

to the most recent address, e-mail address, or facsimile number of the Party to whom the notice is given.

21. Entire Agreement

21.1 The Contract contains the entire agreement between the Parties with respect to its subject matter and shall not be modified or amended by any writing signed by the Parties.

entire agreement between the Parties with respect to its subject matter and shall not be modified or amended by any 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. If the Parties do not have the authority to resolve the dispute, they shall refer the dispute to their appointed representatives who shall attempt to resolve the dispute.

dispute arising out of or relating to the Contract through negotiations. If the Parties do not have the authority to resolve the dispute, they shall refer the dispute to their appointed representatives who shall attempt to resolve the dispute.

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

do not resolve the matter within <<insert period>> days of the date of the initiation of negotiations, the Parties will attempt to resolve the dispute 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 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 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 arbitration Rules for Arbitration Parties are unable either Party may, unless President or Deputy Arbitrators for the decision on rules that

by the Arbitration Act 1996 and the Parties. In the event that the (or(s) or the Rules for Arbitration, to the other Party, apply to the being of the Chartered Institute of Arbitrator or arbitrators and for any

- 22.5 Nothing in this Clause applying to a court
- 22.6 The decision and of Clause 22 shall [no

either Party or its affiliates from ; and
method of dispute resolution under this both Parties.

23. Law and Jurisdiction

- 23.1 The Contract and (whether or otherwise) shall Law; and
- 23.2 Any dispute, contractual to the Contract (whether exclusive jurisdiction

You and Us (whether contractual construed in accordance with English
claim between You and Us relating (whether otherwise) shall be subject to the & Wales.

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