

INTRODUCTION

"Associate Hotel(s)"	a hotel independently owned by a third party but marketed and / or managed by the <u>Quantum Hotel Group</u> ;
"Client"	the clients, guests, invitees and / or employees of the firm or company making a booking or staying at the hotel as a result of this agreement.
"Commencement date"	the date shall be effective when this Agreement is signed by both parties the date as stated on the reverse of this Agreement.
"Expiry Date"	the date when the Agreement will expire as stated on the reverse of this Agreement
" <u>Quantum Hotel Group</u> " "Hotel(s)"	trading name of business and hotels operated by <u>Quantum Hotel Group</u> hotels operated by <u>Quantum Hotel Group</u>

1. APPLICATION OF TERMS

- 1.1 These terms apply to all bookings to the exclusion of all other terms and conditions except to the extent that specific terms apply for a particular booking and have been signed in writing by an Authorised Representative of the Company.
- 1.2 Confirmation of a booking by the Client is deemed acceptance of these terms.
- 1.3 The term Client and Guest shall be used interchangeably in the Terms of Business and reference to any one of them shall be deemed to include reference to the other.

2. PRICES

- 2.1 All published rates include VAT at the current rate.
- 2.2 The Hotel reserves the right to alter prices for any reason up to the date of booking or up to 12 weeks prior to arrival, whichever is the latter.
- 2.3 After such dates, prices may only be altered to reflect a change in the rate of VAT or for any other reason outside of the control of the Hotel, in which case the changes will be notified to the Client. In the latter event, the Client may cancel the booking without cost.

3. AVAILABILITY

- 3.1 All rooms and rates offered by the hotel are subject to availability and the discretion of the Hotel Manager.
- 3.2 Limited numbers of suitable rooms may be allocated to individual rates, packages or promotions and, when these allocations are taken up, remaining available rooms may be offered to the Client at a higher price where the client requires such rooms.

4. BOOKINGS

- 4.1 Bookings must be guaranteed for the first night's accommodation by a major credit or debit card, by payment of a deposit or by agreement in writing with a Company, travel agent, or hotel booking agency. At the discretion of the Hotel, full repayment may be required. At least 3 working days are required to process credit and debit card payments and 5 working days to process cheque payments.

5. ARRIVAL AND DEPARTURE

- 5.1 Bedrooms are usually available from 2pm local time on the day of arrival. However, the Hotel is not in any way obliged to make bedrooms available to Clients at this time.
- 5.2 Departure time is by 11am local time. Failure to Check Out by 11am local time will entitle the Hotel to charge an additional fee.
- 5.3 Where possible, at times of high demand when bedrooms are not available, at the check in time, Clients may Check In to the hotel and use all the Hotel facilities, subject to any rules and restrictions in place at the Hotel in respect of the use of such facilities.
- 5.4 Clients who are aware that they will be arriving at the Hotel before 2pm local time should inform Reception prior to arrival, however, the Hotel cannot guarantee that bedrooms will be available at the time of arrival before 2pm unless booked from the previous day.

6. CAR PARKING

- 6.1 Where car parking is available at the Hotel, the Client should confirm with the Hotel prior to arrival. On-site parking is free to Guests and other users of the Hotel, however, it is subject to availability and cannot be guaranteed.
- 6.2 Where hotels have limited or no on-site parking, Clients should confirm with the Hotel prior to arrival whether off-site parking is available and whether there is a charge for such off-site parking.
- 6.3 The Hotel does not guarantee that a car park space will be available to Clients either at the Hotel or off-site.
- 6.4 The Hotel does not accept responsibility for damage to, or theft from, or theft of vehicles parked on the Hotel premises.

7. CANCELLATIONS, AMENDMENTS AND NON-ARRIVALS

- 7.1 There is no charge if a guaranteed reservation is cancelled 48hrs prior to arrival by 2pm, local time, to the arrival date that the Client is due to arrive at the Hotel.
- 7.2 In the event of non-arrival or cancellation after 2pm local time 48hrs prior that the client is due to arrive at the Hotel and where the booking has been guaranteed, a charge equivalent to one night's accommodation at the package rate at which the reservation was made will be levied. Normal terms of payment apply to these charges.
- 7.3 The Hotel reserves the right to offset any amount payable for such cancellation against the Client's credit or debit card without prior notice or the approval of the client, where applicable.
- 7.4 If the Hotel cancels the booking after 12 noon local time on the scheduled day of arrival, the Hotel will be liable up to a maximum of one night's accommodation at the Hotel's rate which applies at the time that the booking was made. The Hotel will also source similar alternative accommodation on behalf of the client.
- 7.5 In the unlikely event that the Hotel does not, for any reason, have the required number and types of rooms available as per the booking, the Company reserves the right to relocate the Client to an alternative hotel of a similar standard in the same locality. The extra and reasonable accommodation expenses incurred for equivalent accommodation (for the first night only) shall at the Company's discretion be paid by the Company. The acceptance of this alternative accommodation by the Client (which does not release the Client from its obligation to make payment to the Hotel in respect of the booking) shall be in lieu of all other liabilities or obligations which are hereby expressly excluded. The Client acknowledges that neither the Company nor the Hotel accept any liability for any loss or damage suffered by or caused to the Client in consequence of the relocation of the Client.

- 7.6 A cancellation number will be provided at the time of cancellation and this should be retained for future reference.

8. PAYMENT

- 8.1 Settlement of the bill in full, less any advance payments, is required on arrival at the Hotel.
- 8.2 All major credit and debit cards are accepted. Personal cheques are not accepted. Company cheques are not accepted without prior clearance. Accounts may only be forwarded for payment on completion by the Client and formal acceptance by the Hotel of an application for credit facilities, which may be withdrawn at any time. Credit facilities are not offered to private individuals.

- 8.3 All sums are due for payment on presentation of the invoice. In the event of any query relating to the invoice, the Client must notify the Hotel within 7 days of the invoice date and the Client's obligation to pay all outstanding balances immediately will not be affected.

9. CHILDREN

- 9.1 Children aged 15 years and under must be accompanied by a responsible adult Client at all times to ensure that the children's behaviour is appropriate for other guests within the Hotel.
- 9.2 Subject to the availability of suitable accommodation, children aged 15 years and under stay free when sharing a room with two adults, on the basis of one child per adult. Children sharing with one adult or in their own room pay 50% of the adult rate.

- 9.3 At the discretion of the Hotel, children may be excluded from certain events or promotions where deemed unsuitable or inappropriate.

- 9.4 Where hotels have health and leisure facilities, children aged 15 years and under must be accompanied by an adult Client at all times and they are not permitted to use gymnasium and sun bed / tanning equipment. Under 5's are excluded from the gymnasium, sauna, spa pools, tanning and solarium area at all times. Under 5's must be accompanied in the swimming pool by an adult Client at all times. Clients must read and follow the conditions of use displayed at such facilities.

- 9.5 In the interest and safety of children, some health and leisure clubs may be subject to specific time allocations for use of the facilities by children. Clients are advised to check with the Hotel beforehand.

10. ROOMS FOR DISABLED GUESTS

- 10.1 Hotels offer modified facilities for use by Guests with disabilities. As needs do vary, Guests are requested to check with the Hotel before booking.

11. ETIQUETTE AND CONTROLS

- 11.1 The Hotel reserves the right to judge acceptable levels of noise or behaviour of Clients, Guests or representatives, who must take all steps for corrective action as requested by the Hotel.
- 11.2 In the event of failure to comply with management requests, the Hotel may terminate the booking, stop any event immediately and / or ask the Client to vacate the Hotel premises immediately without being liable for any refund or compensation.
- 11.3 Where bedrooms at this Hotel have been designated non-smoking, should you choose to smoke in your room the Hotel reserves the right to charge you £100 to cover the cost of cleaning the room and for the disruption caused.

12. RIGHT OF REFUSAL

- 12.1 The Hotel reserves the right to refuse a Client, Guest or representative entry and accommodation if, on arrival, management reasonably considers that the guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.

13. DISCRIMINATION

- 13.1 It is the policy of the Hotel not to discriminate on the grounds of race, colour, nationality, religion, sex, marital status, age ethnic origin or disability.
- 13.2 Clients, their employees, guests and all sub-contractors engaged by or on behalf of the Client are expected to adhere to this policy and the Hotel may, without incurring any liability to the Client, remove from the Hotel any person or persons offending against this policy.

14. EXTERNAL PURCHASES

- 14.1 No wines, spirits, beers or food may be brought into the Hotel or Hotel grounds by Clients, their guests or representatives for consumption or sale on the premises without the express written consent of the Hotel and for which a charge may be made by the Hotel.

15. COMMENTS AND COMPLAINTS

- 15.1 Any comment or complaint regarding the Hotel should be made to the General Manager at the time of the visit so that the matter can be resolved immediately. Alternatively, write within 7 days to the Hotel's General Manager.

16. STATUTORY REQUIREMENTS

- 16.1 The hotel is subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients, their guests and representatives.

17. LIABILITY

- 17.1 Other than for death or personal injury caused by the negligence of the Hotel, the Hotel's liability to the Client is limited to the price of the booking.
- 17.2 Unless the Hotel is liable under the above condition 19.1, the Client indemnifies the Hotel from and against any and all liability and any claims, proceedings or damages resulting or arising from the booking, event or function, the Client, guests or any outside contractors of the Client.

- 17.3 The Hotel will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.

- 17.4 The Hotel does not accept any responsibility for the Client's personal property nor those of its guests, employees, representatives, invitees or contractors including gifts, presents, seminar, conference, exhibition, or other corporate presentation material or such other items brought by the Client, its employees, Guests, representatives, invitees, or contractors to the Hotel (cumulatively referred to as the "Client's Property"). The Hotel may, at the request of the Client, provide personnel to assist in carrying, directing, placing, installing or setting up (as the case may be) the Client's property. The Hotel will not assume custody or control of such articles, which remain on Hotel premises at the owner's risk. In such an instance, the Client acknowledges and accepts that the Client shall remain responsible for the Client's Property and shall not hold the Hotel liable in any manner whatsoever.

- 17.5 The Client is responsible for any damage caused to the allocated rooms, its furnishings, utensils, fixtures and fittings and equipment in such rooms by any act, omission, default or neglect of the Client, its guests, employees, representatives, invitees or contractors and shall pay to the Hotel on demand the amount required to make good or remedy any such damage.

- 17.6 Clients should ensure that valuables are covered by the Client's own insurance policy. The Hotel's liability is limited to the terms of the Hotel Proprietors Act 1956, a copy of which is available at Reception in the Hotel.

- 17.7 Clients must report any loss of or damage to their property immediately on discovery to the Hotel's Management or Security, and shall make themselves available to assist with any reports made by the Hotel to the police.

- 17.8 Clients shall not enter areas of the Hotel which are indicated as being closed to the public. The Hotel shall not be responsible for death, personal injury or loss or damage to the property suffered by a Client and their Guests in such areas.

18. THIRD PARTY LIABILITY

- 18.1 Neither the Hotel, the Company accept any liability for services rendered by third parties to clients notwithstanding that such service may be arranged by the Hotel or the Company.
- 18.2 Any claim, demand, charge, suit or damages which may be incurred by the Client or their Guests (or any person claiming there under) shall be made directly with such third parties and the Hotel shall render all reasonable assistance in this regard.

19. INSURANCE

- 19.1 The Client is recommended to have insurance to cover cancellation, curtailment, and loss of baggage, personal effects and money.

20. DATA PROTECTION

- 20.1 The information provided by the Client may be processed by the company, and / or the Hotel for the purposes it has notified to the Information Commissioner. By confirming the booking, the Client consents to this processing of the information.

21. DISPUTE

- 21.1 These terms will be construed in accordance with English Law and the Hotel and the client submit to the non-exclusive jurisdiction of the English courts unless the Hotel is in Scotland, where Scottish law applies and the Scottish courts will have non-exclusive jurisdiction.

22. INTERNAL FACILITIES

- 22.1 Internal facilities are provided by third party providers. Where these facilities are available in Hotels, the client acknowledges that there may be disruption to the connection without prior notice and the Hotel shall not be liable whatsoever for such disruption. The Client further undertakes not to use the facility for any fraudulent purpose or in connection with any criminal offence and in contravention of any license and will indemnify the Hotel and the Company against any claim, demand, suit, proceedings or prosecution arising there from.