

INTRODUCTION

In these terms of business, the following words shall mean:-

"Agents"	the agent with whom this agreement has been made for the purpose of the agent's Client to stay at the hotel.
"Client"	the clients, guests, invitees and / or employees of the Agent staying at the hotel.
"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.
"FIT"	shall mean Fully Inclusive Tour or Free Independent Traveller
" <u>Quantum Hotel Group</u> "	trading name of business and hotels operated by the <u>Quantum Hotel Group</u>
"Hotel(s)"	hotels operated by <u>Quantum Hotel Group</u> and its subsidiaries
"Term"	the period from the date hereof until the termination of this Agreement under Clause 12

1. USE OF AGREED RATES

- 1.1 The Agent may only use these rates within a package price for an inclusive tour including transportation and / or land arrangements advertised in the Brochure or Tour Programme referred to in Clause 13.1.
- 1.2 The Agent will under no circumstances publish these rates in isolation for whatever purpose.
- 1.3 Neither party will under any circumstances disclose these confidential rates to any other party.
- 1.4 These rates will only apply to this specific agreement and any other booking made at the Hotel by the Agent will be at separately contracted rates.
- 1.5 This agreement is personal to the Hotel and the Agent, and the agent will not be entitled to assign the agreement without the prior written consent of the Hotel.
- 1.6 After the initial Term and upon 30 days prior written notice to the Agent, Quantum Hotel Group may adjust the rates.

2. PRICES AND PAYMENT

- 2.1 Prices quoted are subject to variation due to changes in Value Added Tax or local service and taxes, price fluctuations in food and beverage costs or other reasons outside the Hotel's control. In the event of a change in the rate of VAT, local service and taxes, food and beverage costs or reasons outside the Hotel's control, the appropriate amended rate(s) will be levied.
- 2.2 The Agent agrees to pay the Hotel charges for any additional goods or services provided at the request of the Agent. For this purpose the Hotel is not obliged to make enquiries into the authority of such person(s) requesting for such additional goods or services.
- 2.3 Payment is by cash, cheque, bankers' draft, or such credit cards as are recognised by the Hotel and to limits accepted by the Hotel from time to time.
- 2.4 Payment may be made in Pounds sterling or any foreign currency recognised by the Hotel and to limits accepted by the Hotel from time to time.
- 2.5 Credit facilities with Quantum Hotel Group are available to key accounts. Completed credit application forms are required at least 28 days prior to the date from which credit is required. The Hotel is under no obligation to grant credit. Credit facilities are not offered to private individuals.
- 2.6 In the event of full repayment being required by the Hotel, full prepayment of all charges, including Value Added Tax or local service and taxes, must be made, or credit facilities agreed, at least 14 days prior to arrival.
- 2.7 All sums payable under this agreement are due for payment on presentation of the invoice. In the event of any query relating to the invoice, the Agent and / or Client (as the case may be) must notify the Hotel within 7 days of the invoice date without affecting the Agent's obligation to pay all outstanding balances immediately nor the client's obligation to pay such sums due pursuant to clause 2.9 below.
- 2.8 The Hotel reserves the right to charge interest at a rate of 4% points above the HSBC Bank base rate on any outstanding balance(s) after as well as before any judgement.
- 2.9 The Hotel will collect direct from the Clients all charges incurred beyond those covered by this agreement.
- 2.10 Prices quoted are inclusive of VAT at the current applicable rate.

3. ARRIVALS AND DEPARTURES

- 3.1 The Agent shall, not less than 24 hours before the arrival date, give the Hotel a written rooming list setting out the names of all persons due to arrive and who will share rooms and the type of accommodation allocated to them.
- 3.2 Access to the accommodation on the date of arrival cannot be guaranteed before 14:00 hours local time unless by prior agreement with the Hotel.
- 3.3 Accommodation must be vacated no later than 10:00 hours local time on the departure date unless by prior agreement with the Hotel.

4. CANCELLATION BY THE AGENT

- 4.1 The Hotel reserves the right to charge for rooms cancelled within 24 hours of arrival at the contracted rate, unless otherwise sold by the Hotel. VAT is not payable on cancellation charges.

5. CANCELLATION BY THE HOTEL

- 5.1 The Hotel may cancel an individual reservation at any time or withdraw from this Agreement without liability to the Agent and / or the Client(s) if:-
 - 5.1.1 the Agent is more than 14 days in arrears with payment to the Hotel or Quantum Hotel Group previously supplied services;
 - 5.1.2 the Agent becomes insolvent or bankrupt or goes into liquidation or has an administrator or administrative receiver appointed over its affairs;
 - 5.1.3 any part of the Hotel is closed due to fire, dispute with employees, alterations, redecoration, by order of any public authority, or for any reason beyond the Hotel's control;
 - 5.1.4 it might prejudice the reputation of the Hotel; or
 - 5.1.5 there is a failure to supply the Hotel with gas, electricity or water;
 - 5.1.6 the Hotel is unable to fulfil the booking as a result of industrial action by one of its suppliers;
 - 5.1.7 fire, lightning, aircraft impact, riot or civil commotion, malicious damage, storm, tempest, flood, burst pipes, earthquake, or impact resulting in the Hotel being unable to provide the booked facilities;
 - 5.1.8 the Hotel or any part thereof is disposed by way of assignment, transfer or sale; or
 - 5.1.9 the Hotel or any part thereof is designated for alternate use
 - 5.1.10 the rooming list is not received 24 hours prior to arrival;
- 5.2 Where possible the Hotel may assist but is not obligated nor will it be liable to find alternative accommodation for the Clients in the event that the Hotel is unable to accommodate them.

6. EXTERNAL PURCHASES

- 6.1 No wines, spirits, beers or food may be brought into the Hotel or its grounds by the Agent or its Clients for consumption or sale on the Hotel premises without the express prior written consent of the Hotel and for which a charge will be made by the Hotel.

7. ETIQUETTE AND CONTROLS

- 7.1 The Hotel reserves the right to judge acceptable levels of noise or behaviour of the Agent's Clients, and the Agent and its Clients must take all steps necessary for corrective action as requested by the Hotel. In the event of failure to comply with management's requests, the

Hotel may terminate the booking or contract or stop any event immediately without being liable for any refund or compensation.

- 7.2 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. The Agent, its Clients and sub-contractors engaged by or on behalf of the Agent and / or Client are expected to adhere to this policy and the Hotel may, without incurring any liability to the Agent and / or Client, immediately remove from the Hotel any person(s) offending against this policy.

- 7.3 The Hotel is subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety, and these must be strictly observed by the Agent, its Clients and the sub-contractors of the Agent and / or Client.

- 7.4 Where bedrooms at the Hotel have been designated non-smoking. Should a Guest and / or Client choose to smoke in the bedroom the Hotel reserves the right to charge the Client £100 to cover the costs of cleaning the room and any disruption caused.

8. OUTSIDE SERVICES

- 8.1 Prior consent of the Hotel must be received for any entertainment or services contracted by the Agent or Client and for any display to be fixed. The Hotel may refuse or grant its consent at its absolute discretion without being liable to the Agent or Client for its decision. Subject to the Hotel's consent being obtained, all displays must comply with statutory codes and regulations.
- 8.2 The Agent or Client, if employing the services of any outside contractors/entertainers, shall indemnify the Hotel against loss of or damage to property or death or illness of or injury to any person(s) and against all claims, demands, proceedings and damages arising as a result thereto.
- 8.3 Any outside contractor must report to the Manager on Duty and sign a contractor's indemnity form.
- 8.4 The Hotel may in its absolute discretion refuse access to any contractor in appropriate circumstances.

9. LIABILITY

- 9.1 Other than for death or personal injury caused by the negligence of the Hotel, the Hotel's liability to the Agent, the clients and / or the agent's/Client's sub-contractors in the aggregate, is limited to the price of the booking.
- 9.2 Unless the Hotel is liable under clause 9.1 above, the Agent absolutely indemnifies the Hotel from and against any and all liability and any claims, proceedings or damages resulting or arising from or by the booking, event or function, the Agent, its Clients or any outside contractors of the Agent or Client.
- 9.3 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.
- 9.4 The Hotel does not accept responsibility whatsoever for damage to, or theft from or theft of, vehicles parked on the Hotel premises.
- 9.5 The Agent shall be responsible for any damage caused to the allocated rooms, furnishings, utensils and equipment in them by any act, omission, default or neglect of the Agent, its Clients or sub-contractors and will pay to the Hotel on demand the amount required to make good or remedy any such damage. For the purpose of this clause, acts or omissions of the Agent's Clients and / or sub-contractors shall be deemed acts of the Agent.

10. INSURANCE

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

11. DATA PROTECTION

- 11.1 The information provided by the Agent and / or its Clients may be processed by Quantum Hotel Group and or East Cliff Project LLP and its subsidiaries for the purposes it has notified the Information Commissioner. By confirming the booking, the Agent and / or its Clients (as the case may be) consent(s) to this processing of the information.

12. TERMINATION

- 12.1 This agreement shall continue until termination as follows:-
 - 12.1.1 upon immediate breach of this agreement by one party and notice by the other to terminate thereof; or
 - 12.1.2 upon remediable breach of this agreement by one party, notice by the other to remedy the breach, failure so to remedy within seven days of service of such notice thereafter by the party not in breach to terminate; or
 - 12.1.3 upon not less than 60 days notice by either party to terminate in any event, to expire not earlier than the Expiry Date.

13. GENERAL

- 13.1 It is fundamental to this agreement that the Agent will display a suitable photograph and description of the Hotel in any Brochure or Tour Programme which features the Hotel at the rates herein agreed. The Agent will provide the Hotel with two copies of each Brochure or Tour Programme in which the Hotel is to be featured at least two weeks prior to the commencement date of the Brochure or Tour Programme.
- 13.2 No variation of this agreement shall be effective unless in writing and signed on behalf of both the Hotel and the Agent.
- 13.3 The Hotel reserves the right to reduce or release allocations if the take-up is less than 70% over any extended period (either during the life of this contract or the preceding contract).
- 13.4 Failure by the Hotel to enforce at any time the provisions of this agreement shall not be construed a waiver of any rights, nor affect the validity of the agreement, nor prejudice the Hotel as regards subsequent action.
- 13.5 The Hotel's name, telephone and facsimile numbers, logo, website address and the name "Quantum Hotel Group", "Bay View Breeze Hotel", "Cottonwood Boutique Hotel", "Ocean View Hotel" and any derivatives must not be used in any advertising or publicity without the express written consent of the Hotel General Manager.
- 13.6 These terms are deemed to incorporate the Quantum Hotel Group General Terms of Business, copies of which are available on request. In the event of any inconsistency, the terms of this agreement shall prevail. The Agent shall ensure that its Clients and / or sub-contractors are aware of these terms of business prior to arrival or use of the Hotel's facilities. Failure to do so shall not release the Agent from its obligation to indemnify the Hotel from any claims, costs, damages, proceedings or demands made by such Clients or sub-contractors against the Hotel for any reason whatsoever.
- 13.7 There shall not be deemed any relationship of principal and agent as between the Hotel and the Agent.
- 13.8 These terms of business will be construed in accordance with English law and the Hotel and the Agent submit to the non-exclusive jurisdiction of the English courts unless the hotel is in Scotland in which case Scottish law shall apply and the Scottish Courts shall have non-exclusive jurisdiction. For hotels outside the United Kingdom, these terms will be construed in accordance with local law and the Hotel and Agent submit to the non-exclusive jurisdiction of the local courts.
- 13.9 Any notice or invoice hereunder shall be duly served on either party if delivered to their last known address.