

## 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
"Quantum Hotel Group"	trading name of business and hotels operated by <u>Quantum Hotel Group</u>
"Hotel(s)"	hotels operated by <u>Quantum Hotel Group</u>

## 1. CONFIRMATION BY CLIENT

- 1.1 Written confirmation of a booking by the Client is deemed acceptance of these terms and additional terms contained in the booking form issued by or on behalf of the Hotel from time to time.
- 1.2 Any booking is provisional until the Hotel receives a signed copy of these terms of business from the Client and / or written confirmation of booking from the Client at least 28 days prior to arrival. Before receiving such signed document, the Hotel may consider other bookings for the same facilities but will give the Client who has made the provisional booking first option to confirm the booking.
- 1.3 The confirmation must include details of:-
- (i) the name of the person(s) accepting responsibility for booking and payment;
  - (ii) the type and number of bedrooms required;
  - (iii) the date(s) of stay, event or function;
  - (iv) the provisional number of guests and, where appropriate, function room requirements, including seating arrangements, audio visual equipment and food and beverage requirements.

## 2. USE OF AGREED RATES

- 2.1 The Client may only use the agreed rates within a package price for an inclusive Group or Tour package.
- 2.2 The Client will under no circumstances publish these rates in isolation for whatever purpose.
- 2.3 Neither party will under any circumstances disclose these confidential rates to any other party.
- 2.4 These rates will only apply to this specific agreement and any other booking made at the Hotel by the Client will be at separately contracted rates.
- 2.5 This agreement is personal to the Hotel and the Client, and the Client will not be entitled to assign the agreement without the prior written consent of the Hotel.

## 3. NUMBERS

- 3.1 Provisional numbers will be requested at the same time of booking and the Hotel reserves the right to set a minimum number to be charged.
- 3.2 At least 28 days prior to arrival, the Client will provide the Hotel with up to date numbers of guests arriving, a rooming list, final details on timings and, if appropriate, menus and any special instructions.
- 3.3 At least 14 days prior to arrival, the Client will provide the Hotel with a rooming list and numbers of guests attending. The invoice will be calculated on this number or the numbers actually attending whichever is the higher, subject to clause 4.

## 4. CANCELLATIONS, AMENDMENTS AND NON ARRIVALS

- 4.1 Cancellations or postponements of or amendments to bookings must be made in writing to the Hotel's General Manager. Cancellations, postponements and amendments will result in the charges in clause 4.4 becoming due for payment by the Client. In each case, the percentage charge applies to the estimated total costs to the client of the booking based on the guest numbers and requirements notified to the Hotel at the time of confirmation of the booking.
- 4.2 The Hotel will try to mitigate its loss by re-letting accommodation and other reserved facilities and taking reasonable steps, in its sole discretion, to mitigate the Client's liability.
- 4.3 In addition to the charges payable under clause 3.1, the Client agrees to reimburse the Hotel for any costs incurred by it arising from the consequential cancellation of the Hotel's arrangements with any third party.
- 4.4 Advance notice of cancellation given:  
Twenty-eight (28) days or less prior to arrival 100%.
- 4.5 The Client will be subject to the cancellation charges in Clause 4.4 if bedrooms reserved by the booking are not taken up, cancelled or vacated early.
- 4.6 VAT is not payable on cancellation charges.

## 5. FACILITY CHANGE

- 5.1 The Hotel reserves the right without prior notice to change the Client(s)' assigned rooms without being liable to the Client following such change or affecting the agreed rates.

## 6. CANCELLATION BY HOTEL

- 6.1 If the Hotel cancels the booking for reasons other than as set out in these terms of business, then it will use its reasonable endeavours to provide alternative facilities to the Client at another hotel of similar or comparable standard subject to such facilities being available. The Hotel's liability to the Client shall be no greater than the amount paid by the Client to the Hotel in respect of the booking.
- 6.2 The Hotel may cancel the booking at any time and without liability to the Client if:-
- 6.2.1 the Client is more than 14 days in arrears with payment to the Hotel for previously supplied services;
  - 6.2.2 the Client becomes insolvent or bankrupt or goes into liquidation or has an administrator or administrative receiver appointed over its affairs;
  - 6.2.3 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;
  - 6.2.4 it might prejudice the reputation of the Hotel; or
  - 6.2.5 there is a failure to supply the Hotel with gas, electricity or water;
  - 6.2.6 the Hotel is unable to fulfil the booking as a result of industrial action by one of its suppliers;
  - 6.2.7 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;
  - 6.2.8 the Hotel or any part thereof is disposed by way of assignment, transfer or sale; or
  - 6.2.9 the Hotel or any part thereof is designated for alternate use.

## 7. DEPOSITS

- 7.1 The Hotel reserves the right to require payment of a deposit or full payment at any time prior to arrival, and in the case of a deposit the amount being determined by the Hotel. In all cases, if the Client fails, refuses or neglects to pay a deposit or payment within 7 days of being requested so to do, then the Hotel may treat the booking as cancelled.
- 7.2 In the event of cancellation, any deposit or payment will be set-off against cancellation charges.

## 8. PRICES AND PAYMENT

- 8.1 Prices quoted are subject to variation in Value Added Tax or local service charges and taxes, price fluctuations in food and beverage costs or other reasons beyond the Hotel's control. In the event of a change in the rate of VAT, local service charges and taxes, price fluctuations in food and beverage costs or reasons beyond the Hotel's control, the appropriate amended rate(s) will be levied.

- 8.2 The Client agrees to pay the Hotel charges for any additional goods or services provided at the request of the Client. For this purpose the Hotel is not obliged to make enquiries into the authority of such person(s) requesting such additional goods or services.
- 8.3 Payment is by cash, cheque, banker's draft, or such credit cards as are recognised by the Hotel and to limits accepted by the Hotel from time to time.
- 8.4 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.
- 8.5 Credit facilities with the Company 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.
- 8.6 In the event of full prepayment being required by the Hotel, full prepayment of all charges, including Value Added Tax or local service charges and taxes, must be made, or credit facilities agreed, at least 14 days prior to arrival.
- 8.7 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 Client must notify the Hotel within 7 days of the invoice date without affecting the Client's obligation to pay all outstanding balances immediately.
- 8.8 the Hotel reserves the right to charge interest at the rate of 4% points above HSBC Bank base rate on any outstanding balance(s) after as well as before any judgement.
9. **EXTERNAL PURCHASES**
- 9.1 No wines, spirits, beers or food may be brought into the Hotel or its grounds by the Client, its guests or representatives for consumption or sale on the premises without the express prior written consent of the Hotel and for which a charge will be made by the Hotel.
10. **ETIQUETTE AND CONTROLS**
- 10.1 The Hotel reserves the right to judge acceptable levels of noise or behaviour of the client, guests, or representatives and the Client must take all steps necessary for corrective action as requested by the Hotel. In the event of failure to comply with management requests, the Hotel may terminate the booking or stop any event without being liable for any refund or compensation.
- 10.2 The Hotel and the events it hosts are subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety, and these must be strictly observed by the Client and its guests and representatives.
- 10.3 Where bedrooms at the Hotel have been designated non-smoking. Should your Client and their guests choose to smoke in their bedroom the Hotel reserves the right to charge them £100 to cover the cost of cleaning the room and for the disruption caused.
11. **DISCRIMINATION**
- 11.1 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. The Client, its employees, guests and 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, immediately remove from the Hotel any person(s) offending against this policy.
12. **OUTSIDE SERVICES**
- 12.1 Prior consent of the Hotel must be received for any entertainment or services contracted by the 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 Client for its decision.
- 12.2 Subject to the Hotel's consent being obtained, all displays must comply with statutory codes and regulations.
- 12.3 The Client, if employing the services of any outside contractors/entertainers, shall indemnify the Hotel against any 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.
- 12.4 Any outside contractor must report to the Manager on Duty and sign a contractor's indemnity form.
- 12.5 The Hotel may in its absolute discretion refuse access to any contractor in appropriate circumstances.
13. **LIABILITY**
- 13.1 Other than for death or personal injury caused by the negligence of the Hotel, the Hotel's liability to the Client, its guests, representatives and sub-contractors in the aggregate, is limited to the price of the booking.
- 13.2 Unless the Hotel is liable under the above clause, 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.
- 13.3 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.
- 13.4 The Hotel does not accept responsibility whatsoever for damage to, or theft from or theft of, vehicles parked on the Hotel premises. The Client is responsible for any damage caused to the allocated rooms, furnishings, utensils and equipment in them by any act, omission, default or neglect of the Client, its guests, representatives, or sub-contractors and will pay to the Hotel.
14. **INSURANCE**
- 14.1 The Client is recommended to have and is responsible for insurance to cover cancellation, curtailment, and loss of baggage, personal effects and money.
15. **DATA PROTECTION**
- 15.1 The information provided by the Agent and / or its Clients may be processed by Quantum Hotel Group and Eastcliff Project LLP 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.
16. **GENERAL**
- 16.1 This agreement is not assignable by the Client without the prior written consent of the Hotel.
- 16.2 These terms of business may not be disclosed to any third party. In particular, the rates given are not to be quoted to any other hotel, company or individual.
- 16.3 Any comments regarding a guest's stay or details relating to this agreement should be made to the General Manager at the Hotel at the time of the visit, or, alternatively, within 7 days of the visit.
- 16.4 If the Client fails to comply with the above terms of business, the Hotel and / or Eastcliff Project LLP reserves the right to terminate the agreement at any time.
- 16.5 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.
- 16.6 The Hotel's name, telephone and facsimile numbers, logo, website address and the name "Quantum Hotel Group" and "Bay View Breeze Hotel", "Ocean View Hotel", "Cottonwood Boutique Hotel" or any derivatives must not be used in any advertising or publicity without the express written consent of the General Manager.
- 16.7 These terms are deemed to incorporate 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.
- 16.8 This agreement 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. For hotels outside the United Kingdom, these terms will be construed in accordance with local law and the hotel and Client submit to the non-exclusive jurisdiction of the local courts.
- 16.9 Any notice or invoice hereunder shall be duly served on either party if delivered to their last known address.