

1. CONTRACT

- a) These terms and Conditions apply to the booking made by the Client at the Hotel and, together with the Booking Agreement when signed by both the Hotel and the Client (or by the Client's agent on the Client's behalf), shall constitute the Contract between the Client and the Hotel. For the avoidance of doubt, no contract shall come into force or have effect, and the Hotel will have no obligations to the Client, until the Booking Agreement has been signed by both the Hotel and the Client (or by the Client's agent on the Client's behalf), each of the pages of this document are initialled by the Client (or by the Client's agent on the Client's behalf), and the final page is signed by both the Hotel and the Client (or by the Client's agent on the Client's behalf), the method of payment agreed by the Hotel and, if applicable, the Deposit and / or the payment against a Pro Forma invoice received by the Hotel.
Where the Client's agent signs the Booking Agreement 'For and on behalf of the Client', in the event of default by the Client's agent, the Client will assume the full responsibilities of the Client's agent under this Contract.
- b) This Contract shall be the only contract between the Client and the Hotel in relation to the Booking, and other verbal or written contracts or agreements shall not be recognised.
- c) The benefit of this Contract is personal to the Client and may not be assigned by the Client.

2. DEFINITIONS

In these Terms and Conditions the following definitions apply:

"Amount Due" means the total amount due to be paid (in the local currency of the Hotel) by the Client to the Hotel in respect of the Booking as set out in the Booking Agreement;

"Booking Agreement" means booking form setting out the details of the Booking (including the number of Rooms booked, the number of guests and Room configuration, and rate per Room and services required to be provided to by the Hotel for the Event);

"Booking" means the booking made by the Client with the Hotel as set out in the Booking Agreement;

"Client" means the person, company, organisation or other body corporate responsible for making the Booking;

"Contract" means these Terms and Conditions and, when signed by both the Hotel and the Client (or by the Client's agent on the Client's behalf) the Booking Agreement;

"Date of Arrival" means the date of arrival of the Guests at the Hotel for the Event as shown in the Booking Agreement;

"Event" means the conference, meeting, seminar, exhibition, large group booking or other event specified in the Booking Agreement to be held at the Hotel and in respect of which the Booking is made;

"Guests" means the Client and such other persons on whose behalf the Booking has been made;

"Hotel" means the premises owned by the Hotel for which the Booking is made;

"No Show" means the non arrival of a Client or any Guest at a Hotel on the Date of Arrival;

"Rooms" means the room or rooms at the Hotel the subject of the Booking; and

"Total Minimum Charge" means the minimum amount which the Client will be required to pay to the Hotel for any Booking where there is a cancellation of, or an amendment to the Booking, or in the event of a No Show by any Guest and as specified in the Booking Agreement.

3 RATES

- a) Accommodation rates confirmed in the Booking Agreement are based on the number of Rooms booked and basis of occupancy of each Room booked by the Client at the time of the Booking and as set out in the Booking Agreement. Should the basis of occupancy of any Room change at any time following the date on which the Booking is made, an increase in rates may be applied by the Hotel which shall be payable in full by the Client and/or the Guests to the Hotel on arrival.
- b) All rates specified in the Booking Agreement are inclusive of the prevailing rate of VAT, should the VAT rate change this increase/reduction will be passed onto and, in the case of any increase, be paid by the Client.

4 ARRIVAL AND DEPARTURE

Rooms will be available for occupation by Guests at the discretion of the Hotel as early as possible after 15.00 hrs on the Date of Arrival and must be vacated before 12 noon on the day of departure. Late check out after 12.00 noon can be requested by Guests subject to availability and may be charged by the Hotel at its discretion.

5 ROOMING LIST

A rooming list (in the form attached) must be provided to the Hotel by the Client not less than 7 days before the Date of arrival, in order for the Hotel to process for Guest arrival.

6 ROOM DROPS AND PORTERAGE

The cost of room drops and portage is not included in the accommodation rates set out in the Booking Agreement. If any Client or Guest requires this service they should contact the Hotels' Groups Department on 0151 244 3805 or by email at liverpoolgroup_jurysinns.com quoting the reference number set out on the Booking Agreement not less than 28 days prior to arrival. Additional charges will be charged for the provision of this service and will be payable by the Client as part of an addendum to the Booking Agreement, or by the Guest upon departure.

7 DEPOSITS AND PAYMENT

- a) Unless the Client has an authorised credit agreement in place with the Hotel, a payment schedule will be applied as detailed in article (25d) in each case by BACS transfer to the Hotels' bank account at Natwest Bank Plc, PO Box 1727, 1 Redheughs Avenue, Edinburgh EH12 9JN; Account No 10000674; Sort Code; 50 42 56 in line with the deposit payment schedule (25d)[Subject always to paragraphs 7b) and 8a) below], where the Client has an authorised credit agreement in place with the Hotel, an invoice will be issued by the Hotel for the Total Amount Due and such invoice will be required to be paid in full by the Client within 28 days of the invoice date (unless otherwise agreed with the hotel or unless the group booking is due to arrive within 28 days of the booking, in which case full payment is due 14 days before arrival of the group) by BACs Transfer to the Hotel's bank account at Natwest Bank Plc, PO Box 1727, 1 Redheughs Avenue, Edinburgh EH12 9JN; Account No 10000674; Sort Code; 50 42 56. Note: Failure to comply with the payment schedule may, at the Hotel's discretion, result in the cancellation of the Booking.
- b) Where the Client has an authorised credit agreement in place with the Hotel and the Amount Due exceeds the balance of the credit available under the authorised credit agreement, an invoice will be issued by the Hotel up to an amount not exceeding the balance of the credit available, and the amount by which the amount due exceeds the balance then the remaining balance shall be paid by the Client by BACs Transfer to the Hotel's bank account at Natwest Bank Plc, PO Box 1727, 1 Redheughs Avenue, Edinburgh EH12 9JN; Account No 10000674; Sort Code; 50 42 56 in line with the deposit payment schedule article (25d).
- c) Where the Client has an authorised credit agreement in place with the Hotel but has failed to discharge any amount due under such authorised credit agreement, in accordance with the terms of the authorised credit agreement, the Hotel reserves the right to issue an invoice for the Amount Due which shall be paid by the Client by BACs Transfer to the Hotel's bank account at Natwest Bank Plc, PO Box 1727, 1 Redheughs Avenue, Edinburgh EH12 9JN; Account No 10000674; Sort Code; 50 42 56 in line with the deposit payment schedule article (25d)
- d) The Hotel reserves the right to amend charges from time to time. Such amendments will be notified in writing to the Client not less than 30 days prior to the Date of Arrival.
- e) Where a credit agreement is in place and the Hotel and Client have reached agreement that invoicing will take place after the stay, the Client will be liable to pay to the Hotel all charges incurred by or on behalf of or at the request of the Client, its guests, agents or employees, for any accommodation, food, beverage or any

other goods or services provided by the Hotel, and the Hotel will calculate the sum actually payable in respect thereof.

- f) The Hotel shall send an invoice to the Client showing the sum actually payable and the Client will pay the balance due (after deduction of any sums already paid in respect of the Event under clause 7a)) within seven days of the date of the invoice. by BACs transfer to the Hotel's bank account at Natwest Bank Plc, PO Box 1727, 1 Redheughs Avenue, Edinburgh EH12 9JN; Account No 10000674; Sort Code; 50 42 56.
- g) Where a credit agreement is in place and the Hotel and Client have reached agreement that invoicing will take place after the stay. Any queries which the Client may have with regard to on any invoiced amount it must be raised in writing by the Client with the Hotel within 7 days after date of invoice, otherwise the total amount specified in the invoice shall become payable.
- h) If the Client shall fail to pay all or any part of any sum due to the Hotel under this Contract on the due date for payment, the Client shall pay to the Hotel interest on any such overdue sum from the due date to the date of payment at 4% above Barclays Bank base rate on a daily basis.
- i) The Hotel may utilise the non refundable deposit or any other monies paid to it by the Client against any outstanding sum payable by the Client to the Hotel or the Hotel.
- j) Where the Client is to settle by bank transfer, the liability for any additional charges due for international transfers shall fall to the Client. Transfers should include such additional funds as necessary to ensure that the full amount due is received by the Hotel's bank.

8 CANCELLATION/AMENDMENT/NO SHOW

- a) If the Client or any Guest wishes to cancel or amend any Booking it shall do so in writing to the Hotel's Groups Department 0151 244 3805. Or by email at liverpoolgroup_@jurysinns.com The client will receive within 2 business days confirmation in writing to confirm the cancellation or amendment.
- b) In the event that the Booking is cancelled, or if the number of Guests or the duration of the Booking, is less than shown on the Booking Agreement, the Hotel shall be entitled to retain from the Amount Due paid to the Hotel under the cancellation terms detailed in article (25a)
- c) The Hotel may, at its sole discretion, reduce the Total Minimum Charge if the Hotel subsequently sells or reallocates any of the Rooms or any other services reserved for the Event and specified on the Booking Form.
- d) The Hotel may cancel any Booking at any time prior to the Date of Arrival if the Hotel becomes aware of any matter, act or thing relating to the Event, or any Guest or third party attending the Event, or the content of the Event, which, in the opinion of the Hotel, might, or might reasonably be expected, to result in the Hotel being subject to any publicity which, in opinion of the Hotel, might adversely affect the brand, image or reputation of the Hotel or which, in the opinion of the Hotel might, or might reasonably be expected, to give offence to, or disrupt the occupation of the Hotel by, any other guest staying at the Hotel or affect the smooth operation of the Hotel. In such circumstances any refund of any amounts paid by the Client to the Hotel under clause 7 shall be at the absolute discretion of the Hotel

9 LOSS/DAMAGE

- a) The Client shall indemnify and keep the Hotel and its directors, officers, employees, agents, representatives, successors and assigns fully and effectively indemnified from and against the full amount of any and all damages, proceedings, liabilities (including tax liabilities), demands, expenses, losses, compensation, fines, penalties, awards, claims, actions, proceedings, judgements, decrees, orders, directions, costs (including legal costs) and expenses (together with any amount in respect of value added tax) of whatsoever nature, howsoever arising (including, without limitation, any professional fees, charges or expenses (together with value added tax thereon as aforesaid) incurred in investigating, obtaining advice with respect to, or resisting or appealing any fines, penalties, awards, claims, actions, proceedings, judgments, decrees, orders, directions, liabilities, losses, costs or expenses) suffered or incurred by the Hotel or which the Hotel become liable for, as a result of any negligent act or default of the Client or any Guest, arising directly or indirectly as a result of the Booking.
- b) Save in respect of death or injury caused by negligence, the Hotel shall not be liable for any loss or damage to property owned by, or in the custody of, the Client, or its guests, employees, agents or others. The Client is advised to arrange adequate insurance cover.

- c) The Client will not arrange for or accept the supply or provision of any goods or services at the Hotel by any other person except with the Hotel's prior written consent.

10 CAR PARKING

Where the Hotel has car parking:-

- a) All car parking shall be charged at the prevailing rates and any charges incurred or payable by the Client or the Guest, as the case may be, shall be settled in full prior to departure unless the Client has an authorised credit agreement in place with the Hotel in which case any charges will be invoiced to and payable by the Client in the manner specified in paragraph 7a);
- b) Any car parking will be subject to availability at the time it is required and will be made available on a "first come, first served" basis. Neither the Hotel nor the Hotel can or does guarantee availability; and
- c) The Hotel will not accept any liability for loss or damage to guests, possessions or vehicles, whether parked in the car park of the Hotel, any car park recommended by the Hotel or the Hotel or any other local car park

11 HOTEL EVENTS

The Hotel may at certain times of the year host weddings, other events or parties which the Client may feel would be an intrusion on the Clients' or any Guests' stay at the Hotel or affect the smooth running of the Event. The Client should contact the Hotel directly in advance of the Date of Arrival for further information. The Hotel does not accept any liability arising out of such events. Any cancellations arising out of any such contact with the Hotel will be charged as provided by paragraph 7 above.

12 YOUNG PERSON SAFETY POLICY

A young person is classed by the Hotel as a person under the age of 18, If a person under the age of 18 arrives at the Hotel they will not be permitted to stay unless accompanied by an adult. As such, young people must be accompanied by a responsible adult at all times while they are in the Hotel and young people must not enter the Hotel bar without adult supervision with the exception, for example, of school parties, where a number of supervisory adults are present on the same floor and this ratio is agreed with the hotel.

13 ROOMS

- a) All Rooms have a maximum adult occupancy as follows:
 - (i) Single: 1 adult only;
 - (ii) Double, Twin or Family; 2 adults only;
 - (iii) Triple 3 adults only.
- b) The Hotel has a limited number of rooms suitable for guests with disabilities. It is the responsibility of the Client to specify whether any Guest requires such a room when returning the Booking Agreement.
- c) If any Guest, or any member of any Guest's party, smokes in a Room or anywhere within a Hotel where smoking is prohibited, the Hotel reserves the right to charge the Guest such sum as it is required to expend for specialist cleaning of the Room to make the Room fit for a no smoking environment.

14 PETS

With the exception of assistance dogs, no pets are allowed in the Hotel.

15 GUEST BEHAVIOUR

- a) It is the Hotel's policy that all Guests have the right to be treated with dignity and respect and as a responsible hotel proprietor the Hotel believes that it has a duty to its Guests and staff to protect them from inappropriate behaviour. Consequently we feel bound to advise all guests that such behaviour will not be tolerated. Guests are expected to conduct themselves at all times in an orderly and acceptable manner and not to disrupt the quiet enjoyment of other Guests. The Hotel reserves the right to terminate this Contract and the Booking at any time if the Hotel deems (acting reasonably) that any Client or any of its directors, employees or guests or any Guest is acting in an inappropriate manner including, but not limited to,
 - i. creating an inappropriate level of noise;
 - ii. drunken or unruly behaviour; or
 - iii. any behaviour which other guests or staff of the Hotel find offensive in any way.

- b) In the event of the Hotel terminating any Booking pursuant to paragraph 15a), the Client or the Guest shall be required to vacate the Hotel immediately and will be held liable for all damage or loss caused by the Client or any of its directors, employees or guests or any Guest, which shall be settled in full before departure save where the Client has an authorised credit agreement in place with the Hotel, in which case any charges for damages or loss will be invoiced to and payable by the Client in the manner specified in paragraph 7a).

16 FRUSTRATION TO CONTRACT AND LIABILITY

- a) The Hotel shall not be liable to the Client or the Guest if it is prevented from carrying out any or all of its obligations by circumstances beyond its reasonable control, including government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters, war, or any event causing the whole or a substantial part of the Hotel to be closed to the public. The Hotel also shall not be liable if it deems necessary to cancel a group booking due to potential reputational damage or risk to the safety of our staff caused by hosting the group.
- b) Subject to paragraph 9 b) the Hotel's total liability to the Client or any Guest, as the case may be, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall be no greater than the amount already paid by the Client or the Guest to the Hotel in respect of services specified in the Booking Agreement.
- c) Force Majeure & Frustration
Both parties, their owners, and operators shall not be held liable for failure to perform this Agreement by either party upon the occurrence of any circumstance beyond the reasonable control of either party. Such circumstances, including but not limited to disaster, fire, strikes/labour disputes/labour unrest, governmental regulation, civil disturbance, curtailment of transportation services affecting the attendees (to or from origin or destination), major civil disorders, war, terrorist acts and/or threats of violence, disease epidemics, public utility failure, acts of God, hurricanes, earthquakes, extreme weather, or any other comparable condition beyond the reasonable control of either party, their owners, or operators making it illegal, unsafe or impossible for either parties to perform their obligations hereunder. In addition if Government restrictions, either domestically or internationally, result in the group is not able to travel (either as a whole or part), the relevant numbers can be cancelled free of charge subject to receipt of confirmation from the relevant Government. If either Party becomes aware that any circumstances constituting Force Majeure have arisen or that any circumstances which may constitute Force Majeure may arise, it shall immediately notify the other party by telephone and/or by email. Each Party shall nevertheless use its reasonable endeavors to alleviate the effects of such circumstances constituting Force Majeure, including agreeing upon alternative arrangements.

17 COMPLAINTS

In the unlikely event that the Client or Guest has a problem during their stay it must be brought to the attention of the Hotel's management at the time to ensure that the Hotel has an opportunity to rectify the problem before departure. If the Client or Guest is not satisfied that the issue has been resolved fully, all details should be submitted in writing within 7 days of departure to Customer Contact Centre, Jurys Hotel Management UK Ltd., 245 Broad Street, Birmingham B1 2HQ or by email at customercontactcentre@jursinns.com

18 WAIVER

The Hotel retains all rights and provisions afforded under this contract, or by law, unless a written waiver is provided by the Hotel to the client to nullify or otherwise discharge a specified element.

19 SEVERENCE

In the event that any provision of this Contract (or any part of any provision) is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision (or part of the provision) shall, to the extent required, be deemed not to form part of this Contract, and the validity and enforceability of the other provisions of this Contract shall not be affected.

20 SET OFF

- a) The Hotel shall have the ability to deduct any sums owed to it by the Client or the Guest against any sums it owes whether such sum is present or future (whenever arising) liquidated or unliquidated, under this Contract

or not. Any exercise by the Hotel of its rights under this paragraph shall be without prejudice to any other rights or remedies which may be available to it under this Contract.

- b) All payments to be made hereunder by the Client shall be made to the Hotel in the manner set out in this Contract without any set-off or counterclaim.

21 COMMISSION

- a) If the Hotel has agreed in writing with the Client that the Client shall be entitled to receive a commission on any Booking or Bookings, the rate of such commission shall be 8% inc. Vat (unless an alternative amount is agreed between the Hotel and the Client in advance of the booking) of the amount due to the Hotel as set out in the Booking Form and shall be payable by the Hotel only on Rooms that are pre booked by the Client and in respect of which a Booking Form has been signed by both the Client and the Hotel.
- b) Any commission that is payable on any Booking shall be invoiced to the Hotel by the Client no later than 30 days from the date of the Event as specified in the Booking Form and, where the Client has an agreed credit agreement in place with the Hotel, shall not be deducted by the Client from any payment to the Hotel under Clause 7 of this Contract.
- c) The Hotel reserves the right to withhold any commission payment in respect of any Booking where the final invoice in respect of such Booking has not been settled in full by the Client as provided by Clause 7.

22 VARIATION

Any variation to the terms of this Contract will only be binding if they are in writing and signed on behalf of the Hotel.

23 THIRD PARTY RIGHTS

None of the terms of this Contract are intended to be enforceable by any third party nor is it intended that this Contract will confer any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

24 GENERAL LAW

The provision of these terms and conditions and all disputes arising out of or in connection therewith shall be construed in accordance with and governed by English Law.

25 CANCELLATION TERMS AND DEPOSIT PAYMENT SCHEDULES

- a) Cancellation Terms: You should inform the Hotel as soon as you become aware of circumstances that may lead to a cancellation.
Cancellation charges are as follows:
For notice of cancellation received between 14 and 30 days prior to arrival – 90% of the price
For notice of cancellation received within 13 days of the arrival date – 100% of the price
- b) Deposit Payment Schedule: The following deposit / pre-payment schedule will be applied:
30 days prior to arrival – 100% pre-payment due

26 AUTHORISED SIGNATURES

Signed on Behalf of the Client/Agent:

Signed on Behalf of Jurys Hotel Management UK Ltd.

Client/Agent Name: _____

Authorised Signature _____

Date _____

Name In Block Capitals _____

Authorised Signature _____

Position In Organisation _____

Name In Block Capitals _____

Position In Organisation _____

