

Business Group

Terms & Conditions

1.0 DEFINITIONS

- 1.1 "Accommodation"; the guest bedrooms applicable to the Booking.
- 1.2 "Agreement"; a signed agreement for the Booking which Agreement incorporates these Terms & Conditions.
- 1.3 "Arrival"; the first arrival day for any Guest under the Agreement.
- 1.4 "Booking"; the reservation of a number of guest bedrooms at the Hotel for a specific period placed by the Client.
- 1.5 "Client", "you" or "your" (as applicable); the person, organising body or company responsible for organising and paying for the Booking.
- 1.6 "Company", "we", "us" or "our" (as applicable); the legal entity operating the Hotel.
- 1.7 "Guests"; your guests attending for whom, Accommodation has been reserved at the Hotel.
- 1.8 "Hotel"; the hotel named in the Agreement.
- 1.9 "LGH"; LGH Hotels Management Limited. LGH manages the hotel for the Company.

2.0 THE AGREEMENT

- 2.1 The Agreement will only be in effect and legally binding once you have signed it and paid any pre-payments due under Section 9.0.
- 2.2 Until the Agreement is in effect, we will hold the Accommodation on reserve in your name.
- 2.3 We reserve the right to release the Accommodation without notice at any time until you have signed the Agreement and paid any pre-payment due.

3.0 APPLICABLE TERMS

- 3.1 No terms or conditions endorsed on, delivered with or contained in any request for proposal, confirmation of terms, specification or any other document or implied by trade, custom or course of dealing will form part of the Agreement unless any such terms or conditions are specifically referred to in any part of the Agreement.

4.0 PURPOSE OF THE ACCOMMODATION

- 4.1 You may only use the Accommodation for Guests for the original purpose of the Booking. Resale of excess Accommodation is not permitted.

5.0 GUEST NUMBERS

- 5.1 The Agreement will specify the "Anticipated Number" and "Minimum Number" of Guests for the Booking.
- 5.2 You will notify us of the "Final Number" of Guests at least four weeks before Arrival. We will use reasonable efforts to accommodate later changes at our sole discretion.
- 5.3 The chargeable amount will be calculated according to the higher of either the Anticipated Number or the Final Number of Guests.

6.0 FOOD & BEVERAGES

- 6.1 You, your Guests and any third-parties employed by you for the Booking, are not allowed to bring any food or drink into the Hotel for consumption there unless agreed in writing with us. If we agree to allow food and drink to be brought in, you will sign such disclaimers as we may require and will pay any applicable supplements, charges or surcharges that we may reasonably require.
- 6.2 You will pay us for any food, beverages and other services not provided for in the Agreement but made available on your request, whether in advance of or during the Booking ("Additional Items").
- 6.3 You will advise us of any special dietary requirements at least seven working days prior to Arrival.

7.0 GUEST BEDROOMS

- 7.1 Guest bedroom allocations, room types, rates and release dates (where appropriate) are as set out in the Agreement.
- 7.2 We will 'block book' the number of guest bedrooms for your Guests as shown in the Agreement. Any blocked guest bedrooms which have not been reserved by name 14 days before Arrival will be released for general sale by us. While we will use reasonable efforts to accommodate late requests for guest bedrooms, once the room block is released, we are not able to guarantee availability.
- 7.3 If any confirmed Guest fails to arrive at the Hotel (a "No Show"), you will be charged 100% of the agreed rate for the period of the Booking ("No Show Charge"). We will use reasonable efforts (but are not obliged) to attempt to re-sell any No Show rooms on a 'last-let' basis and where we are able to do so, may at our sole discretion waive or reduce any No Show Charge(s).

- 7.4 Unless you agree otherwise in the Agreement, all Guests will be required to provide a credit card at check-in and will be responsible for all discretionary room spends and all other expenses charged to the room whilst staying at the Hotel.

8.0 CREDIT

- 8.1 Credit facilities may be available subject to a satisfactory check on your current credit status and completion of a credit application form.
- 8.2 We reserve the right to re-check your credit status at any time before Arrival and reserve the right to impose or increase the amount of any deposit and/or pre-payment, should there be a negative change in your financial status. You expressly consent to us conducting any such credit reference checks.
- 8.3 On conclusion of the Booking, or following cancellation for any reason, we will invoice you for the outstanding balance which will be payable in full within fourteen days of the date of our invoice.
- 8.4 If any payments due to us are not received by their due date, we reserve the right to claim interest (before as well as after any judgement), compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 or if that Act does not apply, we reserve the right to charge interest (before as well as after any judgement) at 8% above the Bank of England's base rate from time to time.

9.0 DEPOSIT AND PRE-PAYMENTS

- 9.1 If you do not require credit facilities and the Booking is to take place within 30 calendar days of signing the Agreement, the full amount must be paid on signing it.
- 9.2 For Bookings taking place more than 30 calendar days after signing the Agreement (which could mean more than one of the following applies);
 - 9.2.a on signing the Agreement; 25% of the total estimated Booking value;
 - 9.2.b no later than 90 calendar days prior to the Arrival date; a further 50% of total estimated Booking value;
 - 9.2.c no later than 28 calendar days prior to the Arrival date; the balance of the total estimated Booking value; and
 - 9.2.d no later than 7 calendar days prior to the Arrival date; the balance of any Additional Items ordered;

Additionally, a credit card will be required to secure any Additional Items on the day.

- 9.3 If paying by Credit Card you will need to complete a credit card payment application form and we will take payment on the card in accordance with the above schedule. On final check-out, a receipt will be provided to the card holder.
- 9.4 If you fail to pay any deposit or pre-payment by its due date, we may treat the booking as cancelled by you in accordance with Section 10.0.

10.0 CANCELLATION BY THE CLIENT

- 10.1 If you wish to cancel the Booking (or part of the Booking), cancellation charges as set out in Section 12.0 will apply.
- 10.2 Any cancellation must be in writing (which can be by email) and will take effect from the date we receive it.
- 10.3 If you cancel the Booking, we will make reasonable efforts to re-sell the Accommodation on a 'last-let' basis and subject to you being in full compliance with the terms of the Agreement, where we are able to re-sell any cancelled Accommodation, we will hold the value of such sales for your credit to be used against any future Booking at the Hotel or, at our sole discretion, we may choose to refund you that amount less 15% for our reasonable administration and costs.

11.0 CANCELLATION BY THE COMPANY

- 11.1 We may cancel the Booking if; (i) the Final Number is less than the Minimum Number; (ii) you are in breach of any condition of the Agreement including failure to make any payments when due; or (iii) in our reasonable opinion, the Booking may prejudice the reputation of the Hotel.
- 11.2 We may also cancel the Booking if we become aware of any deterioration in your financial situation such that we reasonably consider that you may not be in a position to fulfil your obligations under the Agreement.
- 11.3 If we cancel the Booking in accordance with this Section, cancellation charges as set out in Section 12.0 may apply.

12.0 CANCELLATION CHARGES

- 12.1 Cancellation charges will be calculated as set out in Table 1 below and will be based on the Anticipated Number and rates contracted by this Agreement and will apply to each day of the Booking and for all service elements of it.
- 12.2 All cancellation charges are subject to VAT at the prevailing rate and will be payable in full within fourteen days of the date of our invoice.
- 12.3 If following confirmation of a Booking, the Anticipated Number is increased such that a different cancellation charge applies, the old cancellation charge will be superseded. However, if the Anticipated Number decreases, the

cancellation charge will not change (even if a different cancellation charge would otherwise apply).

- 12.4 In addition to the Booking cancellation charges, you agree to reimburse us for all expenditure incurred by us including (but not limited to) any costs, charges or penalties as a result of our need to cancel our arrangements with third parties in relation to the Booking as a consequence of cancellation of it.

Table 1	Number of Guests (Confirmed or estimated)		
	up to 100	101-250	Over 251
Cancellation Period	Cancellation Charge Payable*		
0 - 14 days	100%		
15 - 28 days	75%		
29 - 56 days	50%		
8 - 16 weeks	25%		
16 - 22 weeks	No Charge	10%	15%
22 - 26 weeks	No Charge		10%
Over 26 weeks	No Charge		

13.0 CONDUCT

- 13.1 You will use your best endeavours to ensure that Guests do not enter areas of the Hotel other than public spaces, guest bedrooms and any other areas which are indicated as being off-limits to Guests. Subject to Section 15.3, we will not be responsible for death, personal injury or loss or damage to property suffered by a Guest in such areas.
- 13.2 You will use your best endeavours to ensure that the behaviour of all persons involved with or attending the Booking will be appropriate. For clarity, any statement or conduct that in our reasonable opinion is defamatory, racist, likely to cause or stir any threatening behaviour or may bring the Hotel, the Company and/or LGH's name into disrepute will be deemed as inappropriate. We reserve the right in our sole discretion to refuse entry to any person or to ask any person to leave the Hotel premises.

14.0 INDEMNITY & INSURANCE.

- 14.1 You will indemnify us (together with our employees, agents and suppliers or sub-contractors), for any loss or damage we may suffer as a result of any actions, lawsuits, demands, claims, liabilities, taxes, losses, settlements, judgments, costs and expenses (including our legal fees and costs), resulting from any; (i) breach of the Agreement; (ii) unlawful acts; (iii) negligent acts or omissions; or (iv) wilful misconduct; caused by you, your agents, sub-contractors and any third-parties hired by you or your Guests (or on your behalf or on behalf of your Guests).
- 14.2 You will at your cost and expense, obtain and maintain, in full force and effect for the duration of the Agreement and for the duration of the Booking; insurance covering the risks at Section 14.1 as well as public liability and third party liability insurance for at least £5,000,000 (five million pounds sterling) per occurrence.

15.0 LIABILITY

- 15.1 We will not be liable for any loss or damage to your property, or that of any Guests or any third-parties employed by you, save to the extent such loss or damage was caused by us, our agents, employees or sub-contractors.
- 15.2 Subject to Section 15.3, in no circumstances will we or LGH be liable to you in respect of any indirect or consequential losses or any loss of profits howsoever arising.
- 15.3 Neither party excludes or limits liability to the other party for any matter in respect of which it would be unlawful for the parties to exclude liability.

16.0 CONFIDENTIALITY

- 16.1 Each party will treat the following information as confidential and will not to divulge, use or exploit the same except as expressly permitted under the Agreement: (i) the existence and terms of the Agreement; and (ii) all information received from the other party under or in connection with the Agreement. These restrictions do not apply to any information which; (a) is or subsequently comes into the public domain otherwise than by breach of this Section; (b) is obtained from a third-party who is free to divulge the same; or (c) is required by law to be disclosed.
- 16.2 The restrictions in this Confidentiality Section does not apply to the sharing of information to the following groups (in each case of the receiving party) on a need to know basis, provided such parties are bound by obligations of confidentiality similar to those set out in this Section; (a) employees (for use in the normal course of their duties); (b) affiliates (for reporting purposes); or (c) equity holders, lenders, bankers and professional advisors.

17.0 GENERAL

- 17.1 Neither party will be liable to the other party for any failure or delay in performing any of its obligation under the Agreement if the failure or delay was due to any cause beyond its reasonable control, including (without limitation) terrorist activity (threatened or actual) whether or not within the proximity of the Hotel, misconduct or negligence of a Guest or any third-party, war (or threat of war), civil or political action or disturbance, riot, natural disaster, fire, epidemic, pandemic, military activity, governmental or

regulatory action, industrial dispute, act of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events.

- 17.2 We may instruct qualified sub-contractors to carry out any work on our behalf and in such circumstances, will use reasonable endeavours to procure that such sub-contractor(s) meet applicable statutory legal requirements.
- 17.3 If any provision of the Agreement is found to be invalid, unlawful or unenforceable, such flaws will not affect the other provisions, which will remain in full force and effect. If any flawed provision would be valid, lawful or enforceable if some part of it were deleted or modified, the provision in question will be deemed to apply with such deletion or modification as necessary to make it valid, lawful and enforceable.
- 17.4 Other than LGH, a person who is not a party to the Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.
- 17.5 The Agreement constitutes the entire agreement between the parties relating to the subject matter within it and supersedes any previous oral or written understanding, commitments, contracts or representations relating to the subject matter of the Agreement.
- 17.6 No variation or alteration of the Agreement will be valid unless it is in writing and signed by each party.
- 17.7 Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, that cannot be resolved between the parties through negotiation (each acting reasonably), will be referred to and finally resolved by arbitration under the rules of Arbitration of the London Court of International Arbitration, which rules are deemed to be incorporated by reference into this Section and where; (i) there will be a sole arbitrator; and (ii) the seat, or legal place, of arbitration will be London, England.
- 17.8 The Agreement is to be governed by and construed in all respects in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.