

The Tiverton Hotel Limited

Terms & Conditions for Group Bookings

Introduction

In these terms of business, which apply to all bookings, the expression 'Hotel' means the Best Western Tiverton Hotel operated by the Tiverton Hotel Ltd and 'Client' means the person, firm or company booking or staying at the Hotel.

1. Group Cancellation:

Cancellation of the whole booking, to avoid incurring charges & losing deposit, written notification of cancellation must be received by the Hotel's groups representative no later than 28 days prior to arrival. See also cl 6.3 below.

2. Provisional numbers:

Are required 28 days prior to arrival. Special agreement can be made with the hotel to hold an agreed number of additional rooms until the final numbers are received no later than 14 days prior to arrival. These additional rooms held will not be subject to cancellation charges if released no later than 14 days prior to arrival. Cancellation charges will, however, be payable in respect of all other rooms cancelled within 28 days of arrival.

3. Group Contract:

A group contract will be issued by the Hotel, which must be signed and returned within 14 days of confirmation of the booking; the contract will reflect the group booking conditions

4. Final named rooming list

To be received no later than 14 days prior to arrival.

5. Credit:

It is at the discretion of the Hotel if credit facilities are to be offered

6. Non-credit cleared clients

6.1 Will be required to pay a deposit of 25% to the hotel no later than 8 weeks prior to arrival. This will be based on the full allocation of rooms held at that stage and on receipt of the hotel's pro-forma invoice.

6.2 Balance of payment is due to the Hotel based on final invoice no later than 7 clear working days (excludes bank holidays and weekends) prior to arrival. The Hotel reserves the right to cancel a reservation if payment is not received by the due date in which case cancellation charges as set out below will be payable.

6.3 Cancellation for non credit cleared clients: any deposit paid will be refunded in full if written notification of cancellation of the whole booking is received by the Hotel no later than 29 days prior to arrival.

7. Substantial changes and cancellation by client

7.1 A "substantial change" means a change of date, a change to duration of stay or a reduction in the number of rooms by 25% or more of the rooms originally booked.

7.2 Any substantial change to or cancellation of a booking must be notified to the Hotel verbally and then in writing. Notice of cancellation or substantial change will only be effective on the working day that it is received in writing by the Hotel. A working day is any day Monday to Friday other than bank and public holidays in England.

7.3 For all cancellations and substantial changes notified within 28 days of arrival, the Hotel is entitled to charge a fee of 100% of the full cost of the first night's arrangements (including all meals based on the allocation held prior to cancellation).

7.4 Where any change or cancellation changes the number of group members, the hotel will recalculate the cost of the arrangements and re-invoice you accordingly.

8. Substantial changes & cancellation by hotel:

8.1 Will be notified in writing.

8.2 The Hotel will offer the client alternative accommodation of equivalent or superior standard within reasonable proximity of the Hotel. When a suitable alternative is offered, no compensation or other claim will be paid in addition.

8.3 The Hotel has the right to cancel any booking without liability in event of clients' failure to make payment by the due date or the Hotel becoming aware of deterioration in the clients' financial situation or of any matter connected with the booking, which may cause prejudice to the reputation of the hotel or Best Western.

9. Clients responsibility

9.1 Any special requirements must be notified as soon as possible, including any special dietary requirements. They are not guaranteed unless specifically confirmed by the hotel in writing.

9.2 Unless otherwise advised, the hotel has no plans for refurbishment but this situation may change.

9.3 The Hotel has disabled access but if you have any disability related requirements, please advise the hotel directly as soon as possible.

10. Free place:

1 free per every 20 full paying passengers (based on final operated numbers) on same meal basis as group, based on single occupancy and limited to 2 places per group for driver and/or tour leader use only (one free place per 12 full paying passengers on Meal Stops, limited to 2 places per group)

11. Rates:

11.1 Group rates apply to a minimum of 12 rooms. If numbers fall below 12, unless previously agreed, hotel has right to amend prices accordingly.

11.2 Rates are net and are inclusive of service and VAT at the current rate.

11.3 Dinner consists of a three courses, three choice table d'hote menu with tea or coffee.

12. Porterage:

Based on 1 bag per person on arrival and departure, included in the price of the arrangement.

13. Children:

Maximum of 2 up to & including age of 15 stay free when sharing with 1 full paying adult on a room only basis, unless previously agreed. Any meals should be paid for as taken directly to the hotel.

14. Force Majeure:

Except where otherwise expressly stated in these conditions, the Hotel will have any liability where the performance or prompt performance of our respective contractual obligations is prevented or affected by or you otherwise suffer any damage or loss of any description as a result of "force majeure". In these conditions, "force majeure" means any event which the Hotel could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside the Hotel's control.

15. Hotel's Liability:

15.1 The Hotel does not accept responsibility for loss of or damage to any items of value (including but not limited to cash, jewellery and electronic items such as laptops, cameras and phones) unless deposited with the reception desk for safe keeping.

15.2 The hotel is entitled to rely on the limitations of liability for lost or damaged property contained in the Hotel Proprietors' Act 1956, a copy of which will be displayed in reception. Where applicable, the hotel's maximum liability for lost or damaged property is limited to £50 per item and £100 per guest.

16. Check In/Out:

Check in to the hotel must be after 2.00pm on day of arrival and check- out before 11.00am on day of departure unless otherwise agreed by the Hotel.

17. Corkage:

No wines, spirits, food or beverage may be brought into the Hotel or grounds by you or on your behalf for consumption on the Hotel premises unless the prior consent of the Hotel has been obtained, for which a charge will be made.

18. Complaints:

18.1 In the event that you have any reason to complain, or suffer any kind of injury or illness whilst at the Hotel you must immediately inform the Hotel. Any verbal notification must be put in writing and given to the Hotel as soon as possible. If you remain dissatisfied you must write to the Hotel within 28 days of the end of the arrangements giving your booking reference and full details of your complaint, illness or injury. No liability can be accepted if you fail to notify the complaint or claim entirely in accordance with this clause (this provision does not apply to any personal injury claim arising from the Hotel's negligence).

19. Behaviour:

19.1 You accept responsibility for any damage or loss caused by any member of your group. Full payment for any such damage or loss must be paid direct at the time to the hotel.

19.2 The hotel is entitled to exclude or remove any guest who causes damage, danger or distress or otherwise behaves in an inappropriate manner.

20. Meal Stops:

20.1 Meal Stops are defined as: non accommodation bookings. Services supplied relate exclusively to dining only.

20.2 Update on numbers will be required 10 days prior to arrival. Final numbers must be advised 2 clear working days prior to arrival.

20.3 Cancellation deadline, for the whole booking without incurring charges is set at 10 days prior to arrival. A maximum of 3 places can be cancelled without incurring charges up to 2 clear working days prior to arrival.

20.4 A working day is any day which is not a Saturday, Sunday or public holiday in England, Scotland or Wales.

TIVERTON HOTEL LTD OCTOBER 2011

