

<<INSERT NAME>>

TERMS AND CONDITIONS

BACKGROUND:

The Hotel is <<Insert name of Hotel>> <<Country of Registration>> and its registered office is at <<Address>>

>] OR [a company registered in <<Country of Registration>> with <<Company Registration Number>> whose

These Terms and Conditions are to be applied by the Hotel to any customer, other than its members, in connection with their use of those Services (as defined in Clause 1 below) only where the customer and such guest/s are "Consumers" as defined by the Consumer Rights Act 2015.

These Terms and Conditions apply to provision of any Services provided by the Hotel to any customer, other than its members, and their guest/s and their use of those Services (as defined in Clause 1 below) only where the customer and such guest/s are "Consumers" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

"Business"

any trade, craft, or profession carried out by an individual person/organisation;

"Consumer"

any individual who is defined by the Consumer Rights Act 2015 as a consumer in relation to these Terms and Conditions and who is not a customer or guest of the Hotel who is acting for his/her personal use and for purposes wholly or mainly outside the purposes of any business;

"Hotel/We/Us/Our"

the Hotel as in "Background" and its premises and place of business and its contact address is [the same as in "Background"] OR [insert other address] and its employees and agents of the Hotel;

"Price List"

the standard price list of Rates. The Price List is available at <<insert location e.g. Hotel website>>;

"Rates"

the amount payable for provision of room and (where applicable) other Services;

"Regulations"

the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

"Services"

accommodation in rooms and any other services and items which We offer including food and drink [leisure, fitness and other]; and

"You/Your"

any person who is a customer of the Hotel who is acting for his/herself as a paying guest of the Hotel and any members of his/her party and any other persons acting on behalf of any of them;

1.2 Unless the context otherwise requires, any reference in these Terms and

any reference in these Terms and

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Conditions to:

1.2.1 "these Terms and Conditions"

a reference to these Terms and Conditions as stated at the relevant time; and

1.2.2 a Clause or Condition;

reference to a Clause of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the meaning of the Terms and Conditions;

and shall not affect the meaning of the Terms and Conditions;

1.4 Words signifying in the singular shall include the plural and vice versa; and

number shall include the plural and vice versa;

1.5 References to any gender shall include the other gender.

other gender.

2. Reservations

2.1 You may book to make a reservation for a room or other Services in advance through <<insert method>>;

room or other Services in advance through <<insert method>>;

2.2 When You request a reservation, You must provide Us with Your identification information, including but not limited to, Your name, address, contact telephone number and e-mail address;

When You request a reservation, You must provide Us with Your identification information, including but not limited to, Your name, address, contact telephone number and e-mail address;

2.3 You must give Us payment details [at check-in]. [We will not use of this card for any other purpose.] Unless the booking for the reservation expires at the time of check-in or at the time of check-out, we will not accept any payment from You for it until the time indicated in the reservation confirmation;

reservation at the time of [booking] and provide payment details and You authorise the use of this card for the reservation. [We will not use of this card for any other purpose.] Unless the booking for the reservation expires at the time of check-in or at the time of check-out, we will not accept any payment from You for it until the time indicated in the reservation confirmation;

2.4 Your request to Us for a reservation is an offer, but whether We accept any such offer will be in Our discretion. Only if We accept Your request and when We tell You that we have accepted the booking and We give You a confirmation, there will be a booking. Only that confirmation will constitute a contract between You and Us for the reservation of a room or other Services;

Your request to Us for a reservation is an offer, but whether We accept any such offer will be in Our discretion. Only if We accept Your request and when We tell You that we have accepted the booking and We give You a confirmation, there will be a booking. Only that confirmation will constitute a contract between You and Us for the reservation of a room or other Services;

2.5 You may change Your reservation or cancel it at any time before You arrive (subject to the cancellation provisions set out in clause 4 below). We will use all reasonable endeavours to accommodate your requested changes, but We do not promise that all changes will be accommodated;

You may change Your reservation or cancel it at any time before You arrive (subject to the cancellation provisions set out in clause 4 below). We will use all reasonable endeavours to accommodate your requested changes, but We do not promise that all changes will be accommodated;

2.6 Instead of making a reservation in advance, You may make a booking when You arrive, and if You request for the booking of a room or other Services at that time, We will accept Your request for the booking of a room(s) requested if such room(s) or particular room(s) requested are available; and

Alternatively, You may make a booking when You arrive, and if You request for the booking of a room or other Services at that time, We will accept Your request for the booking of a room(s) requested if such room(s) or particular room(s) requested are available; and

2.7 You may request a reservation at any time during Your stay. We will use all reasonable endeavours to meet such a request, and if We can accommodate such a request, it will then be a binding contract between You and Us.

Alternatively, You may request a reservation at any time during Your stay. We will use all reasonable endeavours to meet such a request, and if We can accommodate such a request, it will then be a binding contract between You and Us.

3. Fees and Payment

3.1 We make details of applicable, promotional Rates and other special offers available on our website, at the

applicable, promotional Rates and other special offers available on our website, at the

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Hotel reception, by VAT;

as shown in our Price List include

3.2 When You request apply only to pro specifically state oth

quote any Rate(s), the Rate(s) will om accommodation unless We

[However, the Rate standard and other facilities], [hairdrye [safe].

ities which the Hotel has in all its are: [TV], [coffee and tea making d], [trouser press], [refrigerator],

Additional charges other Services incl service, use of wire room or at receptio use of any functio facilities. We will in request when You a

refer to them in Our Price List) for car parking, meals, drinks, room refrigerator], [use of a safe (in Your entertainment facilities or activities], any other equipment, services or ple for such additional Services on

3.3 Subject to sub-C arrangement with Y payable to Us and the Hotel;

unless We agree a different an invoice for all sums due and e in full when You check-out from

3.4 The following will ap to time:

Rates that We may offer from time

3.4.1 Unless We s of booking f We will not specifically s

ve, You must pay in full at the time n a promotional Rate applies and r refund except where Clause 4 p;

3.4.2 If You incur Rate for the pay for them

pay in addition to the promotional ve will invoice them and You must se 3.3 above; and

3.4.3 If you reque booking und nights at the

and We accept the request as a e, You must pay for the additional the standard Rate];

3.5 You may pay Us fo on account of that p

deposit or other advance payment e following methods:

3.5.1 <<insert met

d>>;

3.5.2 <<insert met

3.5.3 <<insert add

3.6 We may alter any Service increases b when the booked ro increase in the Rate

rior notice but if the Rate of any You make a booking and the date ther Service is to be provided, any booking;

3.7 Whether these Ter check out or at any and will not be entit

ire payment upon booking or on y in full for any reservation booked as stated in sub-Clause 3.8; and

3.8 Where Clause 4 sp refund, or where yo breach of these Ter

will be entitled to a (full or partial) y refund either as a result of Our a "consumer" under the Consumer

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Rights Act 2015 or
refund to You as set

tion legislation, We will make a
required by such legislation.

4. Cancellations

4.1 Unless You pay in
cancel a reservation
<<insert period e.g.
reservation>> before
reservation. If You
full any sum (includ
and You will not the

at a promotional Rate, You may
You give Us prior notice of at least
earliest check in time for Your
time we have given You for Your
Clause 4.1, We will refund to You in
any deposit) You paid in advance

4.2 If You cancel but do
4.1 >> prior notice
charge You a Late
4.4 below;

<insert same period as in Clause
reservation, We will be entitled to
calculated as set out at sub-Clause

4.3 We may, at any time
in the following circ

cancel a reservation booked by You

4.3.1 The required
necessary for
cause outside
such circum
the same st
offer it to Y
deposit or o
reservation;

personnel and/or other resources
room are not available due to any
rol. If We cancel a reservation in
You alternative accommodation of
available. If it is not available or We
We will refund to You in full any
that You have made to Us for Your

4.3.2 If You have
You do not a
are due to st
Your room a
Your late arr
check in] OR
will be entitl
cancelled un
You to inform

full in advance of check in and
>>on the first day when You
ase We shall be entitled to re-let
have notified Us in advance of
to [some other time for latest
cancel under this sub-Clause, We
Cancellation Charge as if You had
e. We shall attempt to contact
; or

4.3.3 We find that
and in that c
advance pay

” (as defined in Clause 1 above),
You in full any deposit or other
le to Us for Your reservation; and

4.4 A “Late Cancellatio
that We suffer due
account and give o
booked that We re
reasonable endeav
The Late Cancellat
the lesser amount,
applicable) of Your
or one night’s stay
Late Cancellation C
You provided when
some or all of the

will comprise the net financial loss
The calculation will take fully into
or any or all of the stay that You
son for Your room. We shall use
to someone else for this purpose.]
ed to whichever of the following is
e>>% of the full price (at the Rate
ration of the stay that You booked
our reservation. We may take the
cancel using the payment details
ion. We will be entitled to deduct
ge from any sum You paid Us in

advance and to keep the balance of the advance

, and We shall refund to You any

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5. Check-in and Check-out

5.1 The earliest check-in time is <<insert time>>. [We may not be able to provide You with the full range of

<<insert time>> and the latest time is <<insert time>>. [We may not be able to provide You with the full range of services available to customers;] [and]

5.2 The latest time by which You must check-out from the Hotel is <<insert time>>. [If You have not agreed to an alternative arrangement for a later check-out by the above latest time, We will be entitled to charge You for an additional <<insert time>> at the standard applicable Rate;] [and]

Your room and check-out from the Hotel is <<insert time>>. [If You have not agreed to an alternative arrangement for a later check-out by the above latest time, We will be entitled to charge You for an additional <<insert time>> at the standard applicable Rate;] [and]

5.3 [If We have agreed to an alternative arrangement for a later check-out under sub-Clause 5.2 above, We shall be entitled to charge You at an hourly rate for the additional <<insert time>> until the time of the hourly rate of that charge

check-out under sub-Clause 5.2 above, We shall be entitled to charge You at an hourly rate for the additional <<insert time>> until the time of the hourly rate of that charge

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6. Hotel Rules

6.1 You must conduct Yourself in a safe and responsible manner at all times when on the Hotel premises. If You do not, We may refuse to allow You to leave the Hotel and in that case, You must immediately leave the Hotel.

safe and responsible manner at all times when on the Hotel premises. If You do not, We may refuse to allow You to leave the Hotel and in that case, You must immediately leave the Hotel.

6.2 You may not smoke in any of the Hotel's public areas of the Hotel;

in any of the Hotel's public areas of the Hotel;

6.3 [You may not smoke in any of the Hotel's public areas of the Hotel;

OR

[You may only smoke in designated smoking rooms;]

designated smoking rooms;]

6.4 If You do not compensate Us for any damage to the Hotel's property, fixtures, fittings and equipment, We may charge You for any and all costs We incur by repairing and restoring it to a smoke-free environment;

We may charge You for any and all costs We incur by repairing and restoring it to a smoke-free environment;

6.5 You may not bring a dog into the Hotel, except for a guide dog;

except for a guide dog;

6.6 Any child under the age of <<insert age e.g. 16>> may only stay at the Hotel if accompanied by an adult (<<insert age e.g. 18>>); and

<<insert age e.g. 16>> may only stay at the Hotel if accompanied by an adult (<<insert age e.g. 18>>); and

6.7 We will charge You for any damage caused by You to any Hotel property during Your stay;

damage caused by You to any Hotel property during Your stay;

6.8 All of the above rules apply to all members of Your party and Your guests, and You shall be held responsible for any breach of the above rules by any of them.

members of Your party and Your guests, and You shall be held responsible for any breach of the above rules by any of them.

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will not enter Our car and/or engage in criminal activity for parking of Your vehicle or to Your vehicle and staff or contractors;

damage Your vehicle or property in it accordingly, when You park or arrange You accept risk of theft or damage of caused by any person other than Our

10.3 We provide all Services and make no warranty or representation that We provide or sell for professional purposes. You for any loss of property or loss of business opportunity

for personal and private use/purposes. We do not provide Services for business, industrial, trade, craft or (resale). We will not be liable to for interruption to business or for any

10.4 Nothing in these Terms shall limit Our liability for death or personal injury caused by Our employees, agents or misrepresentation; and

intended to or will exclude or limit Our liability for Our negligence (including that of Our employees); or for fraud or fraudulent

10.5 Furthermore, if you are a consumer under the Consumer Rights Act 2015, or a consumer under any other consumer protection legislation, nothing in these Terms shall limit, prejudice, or otherwise affect Your rights or remedies

enforced by the Consumer Rights Act 2015, or any other consumer protection legislation. This limitation is intended to or will exclude, modify or otherwise affect Your duties or obligations to You, or Your rights or remedies, under:

- 10.5.1 the Consumer Rights Act 2015;
- 10.5.2 the Regulations made under the Consumer Rights Act 2015;
- 10.5.3 the Consumer Protection (Cancellation Rights in Contracts) Regulations 2014;
- 10.5.4 any other consumer protection legislation as that legislation is amended from time to time.

For more details of Your rights, please refer to Your local Citizens Advice Bureau or Trading Standards

11. Changes to Terms and Conditions

We may from time to time amend these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any

amendments to Our Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is

12. How We Use Your Personal Information (Data Protection)

We will only use Your personal information in accordance with Our Privacy Notice (see [Privacy Notice](#))

with the provisions set out in Our <<insert document name>> at location(s)>>.

13. Regulations

We are required by the Regulations to make certain information available to You as a Consumer before We accept Your request to make a booking, if that information is not already apparent from the information itself either in the Regulations or we will make it available to You before we accept Your request. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

at certain information is given or made available to You before we accept Your request to make a booking, if that information is not already apparent from the information itself either in the Regulations or we will make it available to You before we accept Your request. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

14. Information

As required by the Regulations

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- 14.1 all of the information
- 14.2 any other information which You take in making any other de

and
 u about any Services or the Hotel
 ng to make a booking or when
 s;

will be part of the terms of C a Consumer.

15. Complaints

We always welcome feed
 reasonable endeavours to
 positive one, We neverthe
 complaint. If You have an
 about the Hotel or any of
 person to contact>> who d
 post>>].

and, whilst We always use all
 fence as a customer of Ours is a
 You if you have any cause for
 Services or any other complaint
 the matter with <<insert name of
 Hotel [or << by phone or email or

16. No Waiver

No failure or delay by Us
 Conditions means that We
 of a breach of any provisio
 will waive any subsequent

ny rights under these Terms and
 right, and no waiver by Us or You
 Conditions means that We or You
 y other provision.

17. Severance

If any provision of these T
 be invalid or unenforceabl
 these Terms and Condition
 be affected.

held by any competent authority to
 validity of the other provisions of
 the provision in question shall not

18. Law and Jurisdiction

- 18.1 These Terms and C and Us (whether construed in accord [Scotland].
- 18.2 As a consumer, yo your country of resi reduces your rights
- 18.3 Any dispute, contro to these Terms and and Us (whether co the courts of Engla your residency.

and the relationship between you
 se) shall be governed by, and
 gland & Wales] [Northern Ireland]

mandatory provisions of the law in
 Clause 18.1 above takes away or
 those provisions.

claim between you and Us relating
 t, or the relationship between you
 shall be subject to the jurisdiction of
 Northern Ireland, as determined by

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Privacy Notice]