

# S A M P L E

## <<INSERT NAME>> STANDARD CONDITIONS

### BACKGROUND:

The Hotel is <<Insert name of Hotel>> [a company registered in <<Country of Registration>> under <<Company Registration Number>>] OR [a company registered in <<Country of Registration>> under <<Company Registration Number>>] whose registered office is at <<Address>>

These Terms and Conditions are to be read in conjunction with the Standard Conditions of Sale apply to provision of any Services by the Hotel to any customer, other than a member of the Hotel's party, 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" within the meaning of 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:

**"Business"**

trade, craft, or profession carried on by any person/organisation;

**"Consumer"**

any person 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 the contact address of the Hotel] OR [insert other address] and its employees and agents of the Hotel;

**"Price List"**

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

**"Rates"**

the price payable for provision of room and any other (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 to our customers 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/her personal use and for purposes wholly or mainly outside the purposes of any business and who is not a member of his/her party and any

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

- Conditions to:
- 1.2.1 “these Terms and Conditions apply with reference to these Terms and Conditions as presented at the relevant time; and
- 1.2.2 a Clause or Condition shall refer 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 interpretation of the Terms and Conditions;
- 1.4 Words signifying in the singular shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.
- 2. Reservations**
- 2.1 You may book to make a reservation for a room or other Services in advance through <<insert method>> (e.g. on our website, telephone, in person)>>;
- 2.2 When You request a reservation, You must provide Us with Your identification information, limited to, Your name, address, contact telephone number and e-mail address;
- 2.3 You must give Us payment details for the reservation at the time of [booking] [at check-in]. [We will use these details for the use of this card for the reservation except as otherwise stated.] Unless the booking for the reservation expires or at the time of check-in, You must pay at the time of reservation or any payment from You for it until the time indicated in the reservation details;
- 2.4 Your request to Us for a reservation is an offer, but whether We accept any such offer will be at Our discretion. Only if We accept Your request for a particular reservation will there be a booking. Only that booking 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 request the cancellation prior to the time indicated in the reservation details, but We do not promise that all requested changes will be accommodated;
- 2.6 Instead of making a reservation in advance, You may make a booking when You arrive, and if We have the type of room or the particular room(s) requested at that time, We will accept Your request for the booking and promise that any room(s) or particular room(s) requested will be available; and
- 2.7 You may request a reservation for a room or other Services at any time during Your stay. We will use all reasonable endeavours to meet such a request, and if We can meet it, it will then be a binding booking and that booking will constitute a 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, e.g. on Hotel website, at the

- Hotel reception, by [insert text] as shown in our Price List include VAT;
- 3.2 When You request a quote for any Rate(s), the Rate(s) will apply only to the room accommodation unless We specifically state otherwise. The facilities which the Hotel has in all its rooms are: [TV], [coffee and tea making facilities], [hairdryer], [iron and ironing board], [trouser press], [refrigerator], [safe].
- Additional charges may apply for other Services including but not limited to: car parking, meals, drinks, room service, use of wireless internet, use of a refrigerator, [use of a safe (in Your room or at reception)], [entertainment facilities or activities], [any other equipment, services or facilities]. We will inform You of such additional Services on request when You are booking.
- 3.3 Subject to sub-Clause 3.2, We will invoice You unless We agree a different arrangement with You. An invoice will be sent to You and is payable to Us and must be paid in full when You check-out from the Hotel;
- 3.4 The following will apply to all Rates that We may offer from time to time:
- 3.4.1 Unless We specify otherwise, You must pay in full at the time of booking for all standard Rates. If a promotional Rate applies and You cancel or do not show up, We will not refund except where Clause 4 specifically states otherwise;
- 3.4.2 If You incur any additional charges, We will invoice them and You must pay for them in full at the time of booking; and
- 3.4.3 If you request any additional Services, and We accept the request as a condition of booking, You must pay for the additional Services at the standard Rate];
- 3.5 You may pay Us for any Services on account of that payment by the following methods:
- 3.5.1 <<insert method>>;
- 3.5.2 <<insert method>>;
- 3.5.3 <<insert additional method>>;
- 3.6 We may alter any of the Services or the Rate of any Service increases before the date when the booked room is to be provided, any other Service is to be provided, any booking;
- 3.7 Whether these Terms require payment upon booking or on check out or at any other time, You must pay in full for any reservation booked as stated in sub-Clause 3.8; and
- 3.8 Where Clause 4 specifies no refund, or where you are not entitled to a refund either as a result of Our breach of these Terms or as a "consumer" under the Consumer

Rights Act 2015 or  
refund to You as set

ction 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  
ause 4.1, We will refund to You in  
any deposit) You paid in advance

4.2 If You cancel but o  
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 tim  
in the following circ

cancel a reservation booked by You

4.3.1 The required  
necessary f  
cause outsi  
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

ull in advance of check in and  
0pm>>on the first day when You  
ase We shall be entitled to re-let  
have notified Us in advance of  
d to [some other time for latest  
cancel under this sub-Clause, We  
Cancellation Charge as if You had  
re. We shall attempt to contact  
; or

4.3.3 We find that  
and in that c  
advance pay

r" (as defined in Clause 1 above),  
u 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  
ge>>% 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

## 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 rooms available to customers;] [and]

5.2 The latest time by which You must check-out from the Hotel is <<insert time>>. [We may not be able to provide You with the full range of rooms available to customers;] [and]

5.3 [If We have agreed to provide You with a late check-out under sub-Clause 5.2 above, We shall be entitled to charge You at an hourly rate for the additional time from our standard check-out time until the time You check out, and when You request a late check-out under sub-Clause 5.2

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

You room and check-out from the Hotel is <<insert time>>. [We may not be able to provide You with the full range of rooms available to customers;] [and]

at an hourly rate for the additional time of <<insert time>> until the time of the hourly rate of that charge

## 6. Hotel Rules

6.1 You must conduct yourself in a polite and responsible manner at all times when on Hotel premises. If You do not, We may ask 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 rooms or in any of the Hotel's public areas of the Hotel;

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

OR

[You may only smoke in designated smoking rooms;]

6.4 If You do not comply with the above rules, We may charge You for any and all costs We incur by the damage to the room (including, but not limited to, fixtures, fittings and furniture) and restoring it to a smoke-free environment;

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

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

6.7 We will charge You for any 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 responsible for any breach of the above rules by any of them.

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r] public areas of the Hotel;

g rooms;]

We may charge You for any and all costs We incur by the damage to the room (including, but not limited to, fixtures, fittings and furniture) and restoring it to a smoke-free environment;

except for a guide dog;

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

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

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

## 7. Food and Drink

- 7.1 As referred to in sub-Clause 3.1 above, food and drinks are available for purchase at the Hotel. Unless We specifically state otherwise, the price(s) for bedroom accommodation, breakfast and any other services, do state otherwise, We will make any special dietary requirements, of Your arrival. We will use all those requirements and, where this is not possible, tell You to do so; and
- 7.2 If You or any of Your guests have any special dietary requirements, You should inform Us of Your arrival. We will use all those requirements and, where this is not possible, tell You to do so; and
- 7.3 We will tell You time and time again.

## 8. [Car Parking Facilities]

- 8.1 We cannot guarantee that any space(s) will be available for You, but [subject to sub-Clause 8.2 above] we will use any vacant parking space on a first-come-first-served basis, provided that You have given Us notice of Your requirements when You arrive. Any such parking will be available at the price(s) as shown in Our Price List; [and]
- 8.2 [You may use a disabled parking space if it is available if You have a valid disabled parking badge on Your vehicle. We reserve the right to remove Your vehicle if it is not a valid disabled parking badge on display, and You (or Your driver) shall pay or reimburse Us the cost of subsequent recovery of the vehicle.]
- 8.3 [We do not provide disabled parking facilities] OR
- [All parking of Your vehicles in Our [indoor] car park and retrieval of vehicles from the car park shall be carried out by Our staff. You may arrange for this with a third party.]
- 8.4 Whilst You may park Your vehicle in Our car park, We do not permit any other vehicles to park on Our premises, but if You have a valid disabled parking badge on display, then the owner of the vehicle, or their authorised driver, may park the vehicle, at an additional charge, in Our car park.

## 9. Disabled Customers

- 9.1 We fully comply with the Equality Act 2010 and any other law in force regulating the treatment of disabled persons. We will do our best to ensure that our services are accessible to all, including disabled persons.
- 9.2 If you have any special requirements, including to a disability, You should inform Us of them before You arrive at the Hotel.

## 10. Limitation of Liability

- 10.1 We will be responsible for any loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage caused by Our breach or negligence will only be recoverable if it is an obvious consequence of Our breach or negligence and if it is not excluded or limited by You and Us when Our contract with You is made. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 Whilst We will operate the Hotel with reasonable skill and care, We do not guarantee that the Hotel will be suitable for members of the general public.

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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 and/or engage in criminal activity. Accordingly, when You park or arrange for parking of Your vehicle, You accept risk of theft or damage of Your vehicle or property caused by any person other than Our staff or contractors;

10.3 We provide all Services for both business and private use/purposes. We make no warranty or representation that We provide or sell any Services for business, industrial, trade, craft or professional purpose (including resale). We will not be liable to You for any loss of profit, loss of business opportunity or for any interruption to business or for any

al and private use/purposes. We make no warranty or representation that We provide or sell any Services for business, industrial, trade, craft or professional purpose (including resale). We will not be liable to You for any loss of profit, loss of business opportunity or for any interruption to business or for any

10.4 Nothing in these Terms shall be intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or contractors); or for fraud or fraudulent misrepresentation; and

nded to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or contractors); or for fraud or fraudulent misrepresentation; and

10.5 Furthermore, if you are a consumer as defined by the Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Terms is intended to or will exclude, limit, prejudice, or otherwise restrict Your rights or remedies under the law, under:

defined by the Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Terms is intended to or will exclude, limit, prejudice, or otherwise restrict Your duties or obligations to You, or Your rights or remedies under the law, 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 or replaced from time to time.

on;

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

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## 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 such amendment.

and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such amendment.

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

We will only use Your personal information for the purposes set out in Our <<insert document name, e.g. Privacy Notice>>.

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## 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. We have included the information itself either in these Terms or in a separate document for You to see now, or We will make it available to You before we accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

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## 14. Information

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As required by the Regulations, we will make certain information available to You as a Consumer before We accept Your request to make a booking. We have included the information itself either in these Terms or in a separate document for You to see now, or We will make it available to You before we accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

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- 14.1 all of the information and  
14.2 any other information about any Services or the Hotel  
which You take in making a booking or when  
making any other decisions;

will be part of the terms of Contract for a Consumer.

## 15. Complaints

We always welcome feedback and, whilst We always use all reasonable endeavours to ensure as a customer of Ours is a positive one, We nevertheless encourage You if you have any cause for complaint about the Services or any other complaint the matter with <<insert name of person to contact>> who can be contacted by post>>].

## 16. No Waiver

No failure or delay by Us in exercising any rights under these Terms and Conditions means that We do not waive any right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of any other provision.

## 17. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions and the provision in question shall not be affected.

## 18. Law and Jurisdiction

- 18.1 These Terms and Conditions and the relationship between you and Us (whether or not a contract) shall be governed by, and construed in accordance with, the law of England & Wales] [Northern Ireland] [Scotland].
- 18.2 As a consumer, you acknowledge that the mandatory provisions of the law in your country of residence may be overridden by Clause 18.1 above takes away or reduces your rights in those provisions.
- 18.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or not), shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.

[Privacy Notice]