



Please Print, Sign and Fax to 0870 011 8945

Booking Terms and Conditions for Accommodation

These supersede any other Terms and Conditions printed with any Antoinette Hotel Group
Amended April 2005

1.0 Interpretation

- 1.1 The term "Arrival" means the date on which the Facilities are to be provided or shall start to be provided by the Company.
- 1.2 The term "the Company" refers to Antoinette Hotel Group Ltd.
- 1.3 The term "the Client" refers to the person, (being either an individual, firm, company or organisation) responsible for making the booking.
- 1.4 The term "Departure" means the date on which the provision of the Facilities is to end.
- 1.5 The term "Facilities" means the provision of accommodation and/or supply of food and beverages by the Company to the Client.

2.0 Bookings

- 2.1 Reservations that are taken by telephone are deemed provisional unless they are accompanied by credit card details and the Client authorises the Company to make appropriate deductions.
- 2.2 To make a firm booking the Client shall provide written notice to the Company [within 3 days of Arrival]. The Company will supply to the Client written confirmation of the booking to the Client within 24 hours of receipt of such notice.
- 2.3 The Company reserves the right to move the reservation to another room type.

3.0 Settlement of Accounts

- 3.1 All Clients wishing to charge the account to a company will need to open credit facilities. Credit facilities can only be arranged by obtaining, completing and returning a credit application form and a status enquiry form. Credit facilities take two weeks to set up and must be agreed at least 14 days prior to the reservation. All credit accounts are payable within 30 days of the date of invoice. When credit facilities are granted and payment is not received upon the stated terms, the Company reserves the right to charge an appropriate rate of interest (3% above base rate) or make a collection charge. All such credit accounts must not exceed the credit limit at any time.

4.0 Cancellations

- 4.1 In the event of a reservation needing to be cancelled the following will apply:
 - 4.1.1 No charge will be levied prior to 24 Hours of the Arrival
 - 4.1.2 100% charge will be levied within 24 Hours of the Arrival.
 - 4.1.3 If the Client terminates the Facilities before the Departure, the Client will be charged 100% of the room price unless the Company is able to provide the Facilities to a third party (the Company using all reasonable endeavours to do so).
- 4.2 The Client must notify the Company orally of any Cancellation and then provide notice in writing on the basis set out in 4.1.1 and 4.1.2.
- 4.3 All non-arrivals will be charged 100% of the room price.

5.0 Cancellation by the Company

- 5.1 The Company reserves the right, in exceptional circumstances beyond its control, to close all or part of the premises, or prohibit the use of the facilities, at its discretion in which event the company will fully refund any amounts paid in respect of a booking.
- 5.2 In the event of such cancellation by the Company, the Company's liability will be limited to the extent of the appropriate refund to the Client.

6.0 Admission and Liability

- 6.1 The Company reserves the right through its Manager or authorised person to refuse admission to, or remove from the premises any person considered to be behaving or likely to behave in a manner prejudicial to the Company.
- 6.2 The Company shall not be liable for any delay in performing or failing to perform its obligations as a result of Force Majeure or any other cause beyond the Company's reasonable control.
- 6.3 The Company shall not be liable for any loss or damage to any property belonging to the Client during the course of an Event within the constraints of the Hotel Proprietors Act 1956.
- 6.4 The Company will provide its services using reasonable care and skill and, as far as reasonably possible, in accordance with details provided to the Client.
- 6.5 When the Company provides the Facilities which includes any services supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the service to the Company.
- 6.6 The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival or any other fault of the Client.
- 6.7 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Terms and Conditions, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss or profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the Event (including any delay in providing or failure to provide the Event) or their use by the Client, and the entire liability of the Company under or in connection with any particular Event shall not exceed the amount of the Company's charges for the provision of the Event, except as previously provided in these Terms and Conditions..

7.0 Indemnity

- 7.1 The Client shall indemnify the Company against all costs, charges, claims, expenses, demands and liabilities incurred by or made against the Company as a result of any act or default or negligence of the Client or their guests.

8.0 Licensing Laws

- 8.1 The Company operates under the current licensing law in England and the licensing laws pertaining to persons under the age of 18 years shall be strictly enforced. The Company currently operates a Full On Licence.

9.0 Price Changes

- 9.1 All prices stated in the written confirmation from the Company for an individual package will be honoured unless the Client makes any changes. The Company reserves the right to alter prices where increases are levied on the Company as a result of legislative changes, e.g. Value Added Tax, which at the current standard rate is charged at 17.5%.

10.0 General

10.01 The Company's decision will be final, over determining any questions arising in relation to the interpretation of these terms and conditions.

10.02 The Client may not assign, sub-license or otherwise transfer any of their rights under these Terms and Conditions.

10.03 If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

10.04 These Terms and Conditions supersede any previous agreement or understanding and may not be varied except in writing by the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

11.0 Applicable Law and Jurisdiction

11.01 These Terms and Conditions are governed by English Law and any dispute or proceeds shall be subject to jurisdiction of the courts of England and Wales.

11.02 The Company's decision will be final, over determining any questions arising in relation to the interpretation of these terms and conditions.

Signed: _____

Date: _____

Print Name: _____

Position: _____