

## FOUR PILLARS HOTELS STANDARD TERMS & CONDITIONS (14 April 2011)

### 1. DEFINITIONS & GENERAL PROVISIONS

- 1.1 In these Conditions (unless the Contract otherwise requires), the following words shall have the following meanings:
- “Agent”** means a Travel Agent or Booking Agent
- “BEO”** means the Business Event Order, signed by the Client and the Hotel, which sets out specific details of the Event;
- “Client”** means the company, firm, body, agent or person booking the Event;
- “Conditions”** means these terms and conditions which apply to all Event bookings at the Hotel;
- “Contract”** means these Conditions and the BEO together;
- “Delegate” or “Guest”** means an individual person attending the Event;
- “Event”** means the event (including, but not limited to, the accommodation, services and other facilities) booked by the Client, further details of which are set out in the BEO;
- “Force Majeure Event”** means a severe circumstance outside the control of either party. It includes, but is not necessarily limited to, Acts of God, fire, flood, earthquake, explosion, terrorism, war, riots or civil disturbances, loss of power and similar catastrophic events. For the avoidance of doubt Force Majeure does not include adverse weather conditions, disruption to public transport and the like;
- “Four Pillars”** means Four Pillars Hotels Ltd and any Hotel trading under the name *Four Pillars* as set out in Section 15 below;
- “Group”** means a Group of individual Guests visiting the Hotel as part of a Tour or similar arranged by a recognised organiser of such Groups or Tours.
- “Hotel”** means the Hotel specified in the BEO;
- “Minimum Guaranteed Number”** means the number of Guests/Delegates for the accommodation and/or Event per day specified in the BEO;
- “Price”** means the price specified in the BEO; and
- “Revenue”** means the revenue anticipated by the Hotel in respect of the Event and any other facility or service which has been booked by the Client in connection with the Event, including an estimate by the Hotel for beverage consumption during the Event.
- 1.2 A Contract is created upon the Hotel accepting the Client’s confirmation of Event booking, the Hotel issuing the BEO to the Client and the Client signing and returning the BEO to the Hotel.
- 1.3 These Conditions shall prevail over any other terms and conditions (whether or not inconsistent with these Conditions) and whether such conditions are in writing or are implied by custom, practice or course of dealing. For the avoidance of doubt, these Conditions shall also prevail over any other conditions previously published by the Hotel or the Group in respect of Event bookings.
- 1.4 No person other than a Director or Company Secretary of Four Pillars is authorised to agree either
- a variation to these Conditions, or
  - the acceptance of any other terms and conditions.
- 1.5 These Conditions are current at the date given above, but Four Pillars reserves the right to amend them at any time. Four Pillars will use its reasonable endeavours to communicate the change to any Client with whom a Contract exists at the date of such change.

### 2. MEETING OR EVENT NUMBERS AND GUEST/DELEGATE DETAILS

- 2.1 The Client shall confirm final numbers for the Event to the Hotel no later than seven calendar days prior to commencement of the Event. If final numbers are less than that permitted under clauses 2.2 and 2.3 then a Cancellation Charge in accordance with clause 4.3 will apply. If final numbers increase over that previously communicated to the Events Manager, the Client will be charged accordingly.
- 2.2 The Minimum Guaranteed Number may be adjusted by the Client provided that such adjustment is communicated to and accepted by the Hotel and such reduction complies with clause 2.3.
- 2.3 The Minimum Guaranteed Number may be reduced as follows:
- 2.3.1 **12-6 months prior to the Event** a 5% reduction to the Minimum Guaranteed Number;
- 2.3.2 **6-3 months prior to the Event** a 5% reduction to the Minimum Guaranteed Number, or where the Minimum Guaranteed Number has already been reduced in accordance with clause 2.3.1 above, a 5% reduction to that reduced number;
- 2.3.3 **3-1 months prior to the Event** a 5% reduction to the Minimum Guaranteed Number, or where the Minimum Guaranteed Number has already been reduced in accordance with clauses 2.3.1 or 2.3.2 above, a 5% reduction to the reduced number (whichever is the smaller number).
- 2.4 Should the number of Delegates/Guests attending the Event significantly increase or decrease the Hotel reserves the right (upon providing at least 3 working days notice to the Client) to provide alternative accommodation and space of an appropriate size for the Event.
- 2.5 The Client shall provide the Hotel with a written rooming list providing details of Guests/Delegates for overnight accommodation at least two weeks prior to the Event.
- 2.6 For wedding events, unsold bedroom allocations may be released at any time within the six weeks prior to the Event.

### 3. ROOM AVAILABILITY

- 3.1 Bedroom accommodation is available from 3pm on the day of arrival and must be vacated by 11am on the day of departure, unless specific alternative arrangements have been agreed with the Hotel. Extension beyond these times shall entitle the Hotel to impose additional charges.
- 3.2 Other rooms booked for the Event are available from the times specified in the BEO and any extension beyond these times shall entitle the Hotel to impose additional charges.

- 3.3 In the unlikely circumstances that the Hotel does not have the number and type of rooms available at the Hotel on the dates required for the Event, the Hotel reserves the right (without liability) to relocate the Event to an alternative Hotel of a similar standard in the same locality.
- 3.4 If a particular room which has been booked by the Client is unavailable at the Hotel on the required dates, the Hotel reserves the right (without liability) to relocate the Client to an alternative room of a similar standard within the same Hotel.
- 3.5 Any reasonable expenses incurred for relocation shall be borne by the Hotel. The acceptance of this obligation (which will not release the Client of the obligation to pay the Hotel the relevant charges) shall be in lieu of all other liabilities or obligations.
- 3.6 The Hotel reserves the right to accept more than one event on a particular day. If the Client wishes to obtain exclusive use of the Hotel for their Event, this may be arranged at an additional charge.

#### **4. CANCELLATION**

##### **4.1 By the Hotel**

The Hotel reserves the right to cancel the Event (or any part thereof) if:

- 4.1.1 The Client fails to adhere to any of the Conditions including, but not limited to, payment of any deposits by the due date;
- 4.1.2 In the opinion of the Hotel, there has been a significant change in the Client's contracted booking (e.g. reduction in days/accommodation).
- 4.1.3 The Client is insolvent or the Hotel has reasonable grounds for anticipating the same;
- 4.1.4 The Hotel is not satisfied with the client's credit status;
- 4.1.5 In the reasonable opinion of the Hotel, the Event might prejudice the reputation of the Hotel;
- 4.1.6 If the Hotel, or any part of it, is closed or damaged due to circumstances beyond its reasonable control; or
- 4.1.7 The Hotel is requested to cancel the Event by any government or other authority.

##### **4.2 By the Client**

In this clause 4.2, the Event will be considered "**Cancelled**" by the Hotel when a Client, by written notification to the Hotel:

- 4.2.1 Cancels or postpones the entire Event;
- 4.2.2 Cancels or postpones any element of the Event (e.g. meal/syndicate rooms);
- 4.2.3 Reduces the number of Guests/Delegates below that permitted in clauses 2.2 and 2.3; or
- 4.2.4 Reduces the duration of the Event as a result of which the contracted value is reduced.
- 4.3 If any Event is cancelled, the Hotel shall have the right to impose a cancellation charge ("**Cancellation Charge**") which shall be calculated as a percentage of the Revenue as detailed below;
 

4.3.1 More than 6 months prior to the Event	30%
4.3.2 More than 2 but less than 6 months prior to the Event	60%
4.3.3 Less than 2 months prior to the Event	90%
- 4.4 The Hotel will use its reasonable endeavours to re-sell to another client the accommodation, function rooms, services and other facilities booked in connection with the Event and a proportional reduction in the Cancellation Charge will be made if the Hotel is successful.
- 4.5 If a Cancellation Charge is due, any deposit will be held until the original Event dates have passed and an assessment of the charges can be made by the Hotel and the deposit offset against the Cancellation Charges.
- 4.6 Any Guests or Delegates who do not arrive, or who depart early will be charged for at the rate of 100% of their respective Revenue.

#### **5. PAYMENT TERMS AND CREDIT ACCOUNTS**

- 5.1 The Hotel reserves the right to inform the Client of any price variation in order to reflect any change in cost (including but not limited to changes in VAT and import/export duties).
- 5.2 The Client shall make all payments due under the Contract in Pounds Sterling and within 14 days of the date of the relevant invoice or request for payment.
- 5.3 A credit account may be applied for no later than 28 days prior to the Event and, if approved, will be confirmed to the Client by Four Pillars. For the avoidance of doubt, approval of credit is at the absolute discretion of Four Pillars, NOT the Hotel. Credit accounts will not be given to individuals, nor for amounts of less than £500.
- 5.4 The Hotel reserves the right to amend or withdraw credit facilities at any time and/or require payment of the Price or any other amount due in full or in part, without further liability, upon written notice to the Client if, in the Hotel's view, the Client's credit worthiness deteriorates.
- 5.5 If the Client has an approved credit account with the Hotel, the Client shall pay to the Hotel a deposit of 50% of the Revenue at least one month prior to commencement of the Event and shall pay the balance of the sum due within 14 days of the date of the invoice.
  - 5.5.1 Payments made after the Event may be paid by Cheque, BACS, or CHAPS. Payments made after the Event by Credit or Charge Card may attract an Administration charge.
- 5.6 If the Client does not have an approved credit account with the Hotel, the Client shall pay to the Hotel a deposit of 25% of the Revenue at the time of confirming the Event booking.
  - 5.6.1 The Client shall pay the balance of the Revenue and any additional cost incurred by the Hotel in connection with the Event at least 28 days before the date of the Event.
  - 5.6.2 The Client shall provide the Hotel with credit card details at least 14 days before the Event to cover the cost of any additional charges that may be incurred.
- 5.7 **For Weddings and Other Private Events** the following payment provisions apply in substitution for clauses 5.6, 5.6.1 and 5.6.2. For the avoidance of doubt all other provisions of these Conditions shall apply.
  - 5.7.1 Unless otherwise agreed in writing by the Hotel, the Client shall pay to the Hotel a £1000 non-refundable deposit at the time of confirming the Event booking.

- 5.7.2 The Client shall pay to the Hotel an additional deposit of 50% of the Revenue at least three months before the Event.
- 5.7.3 The Client shall pay the balance of the Revenue and any additional cost incurred by the Hotel in connection with the Event at least 28 days before the Event.
- 5.7.4 The Client shall provide the Hotel with credit card details at least 14 days before the Event to cover the cost of any additional charges that may be incurred.
- 5.8 Should the Revenue of the Event increase after the initial deposit has been paid, the Hotel may require an additional deposit to be paid prior to the Event.
- 5.9 If the Client fails to pay any amount due under the Contract on the due date the Hotel may charge interest at an annual rate of 3% above the base rate for the time being of HSBC Bank plc for the period from the due date up to and including the date of receipt (whether before or after judgment).
- 5.10 The Client shall notify the Hotel of any disputed amounts within 5 working days of the date of the invoice or request for payment. The Client shall pay the undisputed amount within 14 days of the date of the invoice. The disputed amount may be withheld until the dispute is resolved. No interest will be charged for a genuine dispute i.e. on any amount that ultimately is not due and payable.
- 5.11 All payments by the Client to the Hotel shall be made without deduction or set off.
- 5.12 Invoices shall be sent to the address and be marked for the attention of the person as detailed in the BEO. The Client shall notify the Hotel of any change to the billing address or addressee as soon as reasonably practicable.

## **6. OUTSIDE AND THIRD PARTY CONTRACTORS**

- 6.1 The Hotel reserves the right to refuse any external entertainment, services or activities that the Client may have arranged and does not accept any liability for the acts or omissions of any party employed by the Client in connection with the Event.
- 6.2 The Client shall (and shall procure that all third parties employed by the Client) comply at all times with all regulations (whether statutory or otherwise), the Hotel's rules and regulations and any reasonable requests of the Hotel.
- 6.3 The Client shall ensure that these Conditions are brought to the attention of all third parties employed in connection with the Event.
- 6.4 The Client will indemnify the Hotel against any damage or loss, including consequential loss, caused by any such Contractor, whether to any part of the Hotel

## **7. LICENCES**

- 7.1 The Hotel shall be responsible for applying for any additional licences, consents and permits required in connection with the Event, provided the Client gives at least 42 calendar days notice of their exact requirements to allow such applications to take place and the Client meets the reasonable costs associated with such application. No guarantee is given or implied by the Hotel that such additional licences consents or permits will be granted.
- 7.2 The Client will be given the option to cancel the contract if the Hotel is unable to supply any additional licences required by the Client to allow the Event to proceed.
- 7.3 Client shall (and shall procure that all third parties employed by the Client) comply with the terms of all licences, consents and permits (including any conditions attached thereto) and any decision or recommendation by the licensing officer or other licensing or entertainment authority, and with the reasonable requirements of the Hotel .

## **8. SECURITY**

- 8.1 The Hotel accepts no responsibility or liability for any loss or damage to property of the Client, Delegates/Guests or any third parties employed by the Client beyond that provided for in the Hotel Proprietors Act 1956 (as may be amended). The Client should note that some Event rooms are not capable of being locked and that the Client is solely responsible for informing its Delegates/Guests of this prior to the Event and for taking all reasonable security measures.
- 8.2 In respect of Weddings, the Hotel accepts no responsibility for wedding cakes, presents, guest books or any other wedding items.
- 8.3 Security can be arranged with the Hotel with adequate prior notice at an additional charge.

## **9. FIRE, HEALTH AND SAFETY**

- 9.1 The Client shall (and shall procure that all third parties employed by the Client) comply at all times with all fire, electrical, health and safety regulations (whether statutory or otherwise) including (but not limited to) the Fire Precautions Act 1971 (as may be amended).
- 9.2 The Client shall ensure that any material brought into the Hotel (e.g. stage sets) are so far as possible made of non-flammable materials, that all fire exits are kept clear at all times, and where a fire exit sign will be obscured, the Client shall ensure that appropriate temporary signs are erected.
- 9.3 All electrical contractors must be NICEIC, EEA or IEE registered and the Client shall provide the Hotel with written evidence of this if so requested by the Hotel.
- 9.4 The Client shall provide the Hotel with a list of names of all contractors and third parties together with proof that such contractors hold Employer's and Public Liability insurance with an indemnity limit of at least £2,000,000.
- 9.5 The Hotel reserves the right to evacuate the Hotel in the event of a Fire Alarm or other emergency irrespective of whether it is a genuine emergency or not, in order to protect all Guests and staff and in this event, does not accept any liability for any consequent delay to the Event.
- 9.6 The Client shall obtain the prior written approval from the Hotel and any public authority (where necessary) if it (or any third party employed by it) wishes to fix items to the walls, floors or ceilings or to use smoke machines, lasers, cracked oil, or dry ice. The Hotel will not permit the use of naked flames, fireworks, Chinese lanterns or any form of pyrotechnic.

- 9.7 Where motor vehicles will be used and/or displayed in connection with the Event the Client shall (and shall procure that all third parties employed by the Client in this regard) comply with the following provisions:
- 9.7.1 The vehicle shall not contain any fuel of any nature;
- 9.7.2 The vehicle's battery shall either be removed or disconnected prior to the vehicle entering the Hotel's premises;
- 9.7.3 The vehicle (including but not limited to, its tyres) shall be satisfactorily clean;
- 9.7.4 Access and exit times that have been specified or agreed with the Hotel shall be strictly adhered to; and
- 9.7.5 Any appropriate oil drip trays are used.
- 9.8 The Hotel reserves the right to refuse access by any vehicle for failure to comply with any of the provisions in clause 9.7, any reasonable request of the Hotel or if the Hotel considers that access and/or use of the proposed vehicle(s) may cause damage to the Hotel's premises.
- 9.9 Under no circumstances may the vehicle's engine be run whilst the vehicle is within the confines of any building.

## **10 LIABILITY**

- 10.1 The Hotel will accept responsibility for losses the Client suffers as a result of the Hotel breaking this agreement if the losses were a foreseeable consequence of the Hotel breaking the agreement. Losses are foreseeable where they could be contemplated by the Client and the Hotel at the time this agreement is entered into. We are not, however, responsible for indirect losses which happen as a side effect to the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of business opportunity or goodwill).
- 10.2 The entire liability of the Hotel under or in connection with the contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited in respect of each Event or series of connected Events to the Price.
- 10.3 Nothing in this Contract shall operate to exclude or restrict either party's liability for:
- 10.3.1 Death or personal injury resulting from negligence; or
- 10.3.2 Fraud or deceit.
- 10.4 Personal belongings of the organiser or persons attending an event may be deposited in the Hotel's cloakrooms or other designated areas set aside for this purpose. The Hotel does not take responsibility for possessions left unattended which are misplaced, lost or stolen.

## **11. FORCE MAJEURE**

- 11.1 If a Force Majeure Event is of such severity that there is no option but to cancel the Event, both the Hotel and the Client will bear their own losses, as neither is responsible for the cancellation.
- 11.2 If the Hotel is prevented or hindered from hosting the Event by a Force Majeure Event, the Hotel may, at its sole option, re-locate the Event to another Hotel in the same locality, or terminate the Contract forthwith by giving notice to that effect to the Client.
- 11.3 In the case of cancellation or termination as set out in 11.1 or 11.2 above the Hotel will refund any deposits paid but shall have no other obligation or liability to the Client.

## **12 GENERAL**

- 12.1 Should any Delegates/Guests or third parties employed by the Client behave in a manner that is unacceptable in the reasonable opinion of the Hotel, the Hotel reserves the right to remove such Delegate/Guest or other person from the premises and/or terminate the Contract. In this event no monies will be refunded to the Client.
- 12.2 The Client shall pay for the cost of repairing any damage caused to the property, contents or grounds of the Hotel where such damage has been caused by the Client or member of his party. Names and addresses of Delegates or Guests of the Client may be used to obtain payment for any such damage caused.
- 12.3 Four Pillars Hotels have a no smoking policy in all bedrooms. In the event that a Guest breaches this restriction, the Client will be responsible for the relevant deep-cleaning cost.
- 12.4 Except for any arrangements specifically set out in the BEO food or beverage not purchased from the Hotel may not be consumed on the Hotel premises. The Hotel reserves the right to confiscate and dispose of any such food or beverage without compensation.
- 12.5 The Client shall not (and shall ensure that all Guests/Delegates and third parties do not) use the name, logo or any details of the Hotel for any matter.
- 12.6 The Client shall not (and shall ensure that all Guests/Delegates and third parties do not) permit any goods, services or any other matter capable of being sold (including, but not limited to, tickets) to be sold within the Hotel's premises without the prior written approval of the Hotel and any public authority (where necessary).
- 12.7 If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such validity or unenforceability shall not affect the other provisions of this Contract, which shall remain in full force and effect.
- 12.8 If any provision of this Contract is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.
- 12.9 A person who is not party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Contract. The clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act, save that Four Pillars Hotels Ltd may enforce any term of the Contract on behalf of or in the place of any individual hotel.
- 12.10 The Contract constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 12.11 No variation or alteration of any part of the Contract shall be effective unless it is in writing and signed by and on behalf of each party. The variation of any part of a Contract relating to a specific Event shall not affect any other Event, to which these Conditions in unvaried form shall apply.
- 12.12 This Contract shall be governed by English Law and the parties to this Contract submit to the jurisdiction of the English courts.

**13 SPECIAL PROVISIONS RELATING TO AGENTS**

- 13.1 This clause 13 shall apply to Events booked by Agents whether as Principal or on behalf of a Client. For the avoidance of doubt if there is any inconsistency between this clause 13 and any other clause in these Conditions, this clause 13 shall prevail.
- 13.2 All other clauses of these Conditions shall apply to Events booked by Agents.
- 13.3 **Commission**
- 13.3.1 Commission at the agreed rate will be paid by the Hotel as soon as reasonably practical after the provision of an invoice for such Commission by the Agent, and in any case no later than 30 days after provision of such an invoice, subject to clause 13.3.2 below.
- 13.3.2 Commission calculations will be based on the final numbers for the event and will be payable on the Price.
- 13.3.3 In the event that the Hotel has agreed billback arrangements with the Agent, the Agent may not deduct commission from its payment to the Hotel. Commission will be paid as set out in clause 13.3.1.

**14 SPECIAL PROVISIONS FOR GROUPS (TOURS)**

- 14.1 This clause 14 shall apply to all Groups or Tours. For the avoidance of doubt if there is any inconsistency between this clause 14 and any other clause in these Conditions, this clause 14 shall prevail.
- 14.2 All other clauses of these Conditions shall apply to Groups or Tours.
- 14.3 The Organiser of the Group or Tour will provide to the Hotel a breakdown of rooms sold not less than 28 days prior to the date of arrival.
- 14.4 Rooming lists must be provided to the Hotel at least 14 days prior to the date of arrival.
- 14.5 Notice of cancellation of part or all of the Group must be received in writing by the Hotel not less than 28 days prior to the date of arrival. Cancellations received after this date will be subject to the following Cancellation charges:
  - 14.5.1 Notice of Cancellation less than 28, but more than 20, days before date of arrival  
30% of value of Revenue reduction
  - Notice of Cancellation less than 21, but more than 14, days before date of arrival  
45% of value of Revenue reduction
  - Notice of Cancellation less than 15, but more than 7, days before date of arrival  
75% of value of Revenue reduction
  - Notice of Cancellation 7 days or less before date of arrival  
100% of value of Revenue reduction
  - Non-arrivals will be charged in full.
- 14.5.2 Any Cancellation Charge due in accordance with clause 14.5.1 must be received in cleared funds by the Hotel prior to the date of arrival. The Hotel reserves the right to cancel the Group or Tour booking if such a Cancellation Charge is not received prior to the date of arrival.

**15 FOUR PILLARS GROUP HOTELS**

- 15.1 Hotels and the relevant operating companies comprising the Four Pillars Group are as follows:

Abingdon Four Pillars Hotel	Abingdon Lodge Hotel Ltd
Cotswold Water Park Four Pillars Hotel	Cotswold Four Pillars Ltd
Oxford Spires Four Pillars Hotel	Oxford Spires Four Pillars Hotel Ltd
Oxford Thames Four Pillars Hotel	Oxford Thames Four Pillars Hotel Ltd
Oxford Witney Four Pillars Hotel	Witney Four Pillars Hotel Ltd
Tortworth Court Four Pillars Hotel	Tortworth Four Pillars Hotel Ltd
- 15.2 The Group reserves the right to add new hotels or remove any individual hotel from the Group as circumstances dictate on giving not less than 14 days notice to any Client with whom a Contract with the relevant Hotel exists.