

TERMS AND CONDITIONS OF RICHARDSON HOTELS OF DISTINCTION

THE GUEST'S ATTENTION IS SPECIFICALLY DRAWN TO CONDITION 6 ('PAYMENT'), CONDITIONS 2 AND 7 ('CANCELLATION'), CONDITION 14 ('LIABILITY OF THE HOTEL') AND CONDITION 15 ('LIABILITY OF THE GUEST'). WE RECOMMEND THAT EACH GUEST READS THESE TERMS AND CONDITIONS CAREFULLY PRIOR TO MAKING A RESERVATION WITH THE HOTEL AS THEY FORM THE CONTRACT BETWEEN THE GUEST AND THE HOTEL

1. DEFINITIONS AND INTERPRETATION

- 1.1 In the Conditions (unless the context otherwise requires), the following words and phrases shall have the following meanings:
 - "Additional Services" means the additional services which may be made available by the Hotel to the Guest (in its discretion), including but not limited to restaurant, bar and leisure facilities.
 - "Adult" means a person over the age of 18 years of age.
 - "Arrival Date" means the date on which the Hotel has confirmed that a Guest may arrive at the Hotel in respect of the Core Services;
 - "Conditions" means these terms and conditions.
 - "Core Service" means the provision by the Hotel of accommodation in the Hotel to the Guest.
 - "Guest" means any person who requests the Hotel to provide the Services and whose offer is accepted by the Hotel.
 - "Hotel" means any hotel in the Richardson Hotels of Distinction Group.
 - "Services" means the Core Service and the Additional Services.
 - "Working Day" means any day from Monday to Friday (inclusive) which is not a statutory holiday in England and Wales.

2. APPLICATION

- 2.1 The Conditions shall:
 - 2.1.1 apply to all Guests; and
 - 2.1.2 shall be incorporated into every contract between the Guest and the Hotel in respect of the Services (and any and all elements of the Service); and
- 2.1.3 shall prevail over any terms or conditions contained or referred to in any other correspondence or documentation, implied by custom, statute, practice or course of dealing (save to the extent set out in condition 14.6.
- 2.2 Should the Guest accept the Hotel's offer to provide the Services, the Guest and the Hotel shall be bound by these Conditions in consideration of the mutual promises and undertakings which are contained within these Conditions. Payment of any deposit in respect of the Services and/or signature by the Guest of a Hotel reservation form, shall constitute the Guest's unqualified acceptance of the Services subject to these Conditions.
- 2.3 Where a Guest has made a booking for Services by telephone, the Guest shall have a period of 7 calendar days from the date on which confirmation of the booking was sent to the Guest to cancel such booking without incurring any liability to the Hotel (provided that notice of cancellation is received in writing within 10 calendar days of the date of confirmation). This right of cancellation shall not apply where the period between the date of confirmation and the Arrival Date is less than 14 calendar days.

3. MODIFICATION OF THESE CONDITIONS

The Hotel reserves the right from time to time to change the Conditions in its sole discretion.

4. BOOKINGS

- 4.1 Guests can make a reservation in connection with the Services in advance in writing, in person at a Hotel (including on arrival, subject to availability of the required Services), by telephone or over the internet.
- 4.2 All of the Services are subject to availability and the Hotel may, in its absolute discretion, refuse any booking or request for the Services (whether in whole or in part).

5. PRICE

- 5.1 The price for the Core Service is the Hotel's published list price current at the time of booking. The price for any Additional Services is the published price at the time of use of the Additional Services which are on display at the relevant locations within the Hotel or otherwise on request. All prices are inclusive of VAT, where applicable.
- 5.2 The Hotel will charge the Guest supplementary charges for single occupancy of double/twin rooms or suites. The rate for single occupancy of such rooms can be obtained from the Hotel on request.

6. PAYMENT

- 6.1 Guests are required to provide a deposit of one night's accommodation or 5% of their booking (whichever is the greater) to secure and confirm their booking.
- 6.2 All Guests must provide a credit/charge/debit card authorisation which is acceptable to the Hotel on arrival and must ensure that:
 - 6.2.1 the Guest is entitled and authorised to use such card; and
 - 6.2.2 that the card has (and will continue to have throughout the period of the Guest's stay with the Hotel) sufficient funds to cover any charge which may be deducted from it by the Hotel in connection with the Services.
- 6.3 Guests are required to pay all outstanding charges on departure unless credit facilities have been granted by the Hotel by prior written agreement of an authorised representative of the Hotel and the Guest.
- 6.4 The Hotel will charge an administration fee on all transactions that are paid via charge card (such as American Express). The amount of this administration fee is on display at the relevant locations within the Hotel (or is otherwise available upon request).

7. CANCELLATION

- 7.1 Guests may cancel their bookings:
 - 7.1.1 up to and including 2 calendar days prior to the Arrival Date provided that the Hotel has received notice of the cancellation within such timeframe. The Guest shall receive a full refund of their deposit; or
 - 7.1.2 less than 2 calendar days but up to and including 1 calendar days prior to the Arrival Date provided that the Hotel has received notice of the cancellation within such timeframe. The Hotel shall be entitled to charge 50% of the cost of the Core Service to the Guest and forfeit any deposit paid by the Guest in advance in full; or
 - 7.1.3 less than 1 calendar day prior to the Arrival Date provided that the Hotel has received notice in writing within such timeframe. The Hotel shall be entitled to charge 100% of the cost of the Core Service and forfeit any deposit paid by the Guest in advance in full.
- 7.2 Any amounts payable by the Guest in accordance with this condition 7 shall be deducted from the Guest's deposit and where such deposit is insufficient, the Hotel shall be entitled and authorised to deduct such amounts from the Guest's debit/credit/charge card.
- 7.3 Guests may request booking cancellation protection from the Hotel in respect of their booking ("Booking Cancellation Protection") at the time such booking is made. The cost of Booking Cancellation Protection is 5% of the value of the booking.
- 7.4 Booking Cancellation Protection entitles Guests to cancel their booking less than 2 calendar days prior to the Arrival Date provided that the Hotel has received notice of the cancellation prior to the Arrival Date. Following such cancellation, the Hotel shall retain the amount paid by the Guest for the Booking Cancellation Protection and the Guest shall forfeit any deposit paid by the Guest in advance in full but the Guest shall not be liable in respect of the payment for the Core Services which have been cancelled.

8. RELOCATION

- 8.1 If the Hotel does not have the necessary number and/or types of rooms available as per the booking for any reason, the Hotel reserves the right to relocate the Guest and its party to an alternative hotel of a similar standard in the locality of the relevant Hotel.
- 8.2 Any additional expense incurred by the Guest as a result of the relocation may (at the Hotel's sole discretion) be borne by the Hotel to the extent that the Hotel considers such additional expense to be reasonable and to have been reasonably incurred by the Guest.
- 8.3 The relocation of the Guest by the Hotel shall not in any way release the Guest from its obligation to pay the Hotel the applicable charges and shall be in lieu of all other liabilities or obligations of the Hotel to the Guest, which are hereby expressly excluded (other than to the extent set out in condition 14.6).

9. RIGHT OF REFUSAL

- 9.1 The Hotel has an unfettered right to refuse any of the Services to a Guest and/or the right to require a Guest to leave the Hotel (including, but not limited to, those circumstances where the Hotel believes that the Guest is inappropriately/unsuitably dressed, is acting in a threatening, abusive or generally unacceptable manner, is disrupting the other Guests' use and enjoyment of the Hotel, is failing to observe the Hotel's standards of behaviour or in any situation where the Hotel suspects that the Guest is under the influence of drink or drugs or otherwise involved in an unlawful, immoral or obscene activity).
- 9.2 The Hotel shall not be liable to pay any compensation or make any refund to a Guest in the circumstances described in condition 9.1 (subject to condition 14.6).

10. CHECK IN/CHECK OUT

- 10.1 Guests may check in at any time from 3.00pm onwards on the Arrival Date. If a Guest has not checked in by 6.00pm on the Arrival Date, the Hotel is entitled to re-let the room unless the Guest has notified the Hotel that he/she will be arriving late, and in any event, no less than 2 hours before the 3 p.m. check-in time on the Arrival Date. The Hotel will hold any rooms booked on fully pre-paid rates until midnight on the Arrival Date.

10. CHECK IN/CHECK OUT (cont.)

- 10.2 Guests must check out by no later than 11.00am on the day of their departure for bedrooms or by 12.00pm for suites. If the Guest fails to check out of the Hotel by the time stipulated in this Condition, the Hotel shall be entitled to charge the Guest for an additional night at its standard published rate for such room/suite.

11. STANDARDS OF BEHAVIOUR

- 11.1 Guests must:
 - 11.1.1 adhere to all rules, policies and procedures implemented by the Hotel, including but not limited to health and safety procedures, security procedures and any relevant statutory requirements as to registration which are notified by the Hotel to the Guest (whether in writing, orally or otherwise);
 - 11.1.2 not bring their own food or drink into the Hotel for consumption in any part of the Hotel unless it is for children under the age of two years old;
 - 11.1.3 not bring any illegal or hazardous substances into any part of the Hotel;
- 11.1.4 not bring any pets, other than guide dogs, into the Hotel, save where the Hotel has provided prior written consent and the Guest has paid any associated charges;
- 11.1.5 ensure that Children under the age of 14 must be supervised by an Adult at all times;
- 11.1.6 not smoke in designated non-smoking rooms; and/or
- 11.1.7 not enter areas of the Hotel which are indicated as being closed to the public.

12. VALUABLES

- 12.1 Guests will be issued with a receipt for any valuables kept in the central safe.
- 12.2 The Hotel accepts liability for all valuables which are stored in the Hotel's central safe and in respect of which the Hotel has issued a receipt to the Guest.
- 12.3 In respect of items which the Guest does not request to be stored in the Hotel's central safe, the Hotel's liability for any loss or damage to such items shall be limited to the amount set out in the Hotel Proprietors Act 1956 (as amended).

13. MAINTENANCE & IMPROVEMENTS

The Hotel will use its reasonable endeavours to ensure that all necessary maintenance, development or refurbishment work which the Hotel undertakes is carried out in such a manner as to minimize any noise and inconvenience caused to its Guests. The Hotel advises Guests to let the Hotel know as soon as possible if such maintenance, development or refurbishment is causing a problem for the Guest and the Hotel will use its reasonable endeavours to rectify the situation as expeditiously and efficiently as possible.

14. LIABILITY OF THE HOTEL

- 14.1 Except as expressly set out in these Conditions, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non supply or delay in supplying the Services are excluded (subject to condition 14.6).
- 14.2 Subject to the provisions in condition 14.6 below, the Hotel is not liable to the Guest in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect, consequential or special loss or damage, arising out of, or in connection with, the supply, non supply or delay in supplying the Services or otherwise in connection with these Conditions.
- 14.3 Subject to conditions 14.2 and 14.6, the entire liability of the Hotel arising out of or in connection with the supply, non supply or delay in supplying the Services, or otherwise in connection with these Conditions, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited to the greater of £1,000 or the amount paid or payable by the Guest for the Services to which the claim relates.
- 14.4 Subject to conditions 12.2, 12.3, 14.2 and 14.6 but notwithstanding condition 14.3, the entire liability of the Hotel in contract, tort (including negligence or breach of statutory duty) or otherwise for loss or damage to the Guest's tangible property resulting from the Hotel's negligence is limited to an aggregate figure of £2,500 and is limited to £250 in respect of each claim or series of connected claims.
- 14.5 If a Guest's vehicle is left in the Hotel car park for more than 8 hours after the Guest has departed without the written consent of the Hotel, the Hotel reserves the right to charge the Guest a parking fee of £20 per day (or part day) and/or to remove the vehicle at the Guest's expense.
- 14.6 Nothing in this agreement shall operate to exclude or restrict the Hotel's liability for:
 - 14.6.1 death or personal injury resulting from negligence;
 - 14.6.2 fraudulent misrepresentations; or
 - 14.6.3 any loss, damage or liability which may not be excluded or limited by law.

15. LIABILITY OF THE GUEST

- 15.1 Guests are liable for, and shall indemnify the Hotel for:
 - 15.1.1 any acts or omissions by the Guest (whether or not intentional) which result in damage to the Hotel, including but not limited to, damage caused as a result of negligence, deliberate damage or recklessness (and the Hotel will use its reasonable endeavours to rectify any damage internally prior to contracting specialists to make the repairs in order to minimise any costs to be incurred by the Guest);
 - 15.1.2 the cost (including carriage costs) of replacing any items which the Guest removes from the Hotel premises without the Hotel's consent;
 - 15.1.3 additional charges for cleaning if a Guest smokes in a designated non-smoking room.
- 15.2 In the event that the Hotel becomes aware of the Guest's liability pursuant to this condition 15 after the Guest has departed, the Hotel reserves the right to make a charge to the Guest's credit/charge/debit card, or send an invoice for the relevant amount to the Guest which shall be payable within 14 days of the date of invoice.

16. LOST PROPERTY

- 16.1 The Hotel operates a lost property facility and Guests must report any loss of or damage to their property immediately on discovery to the Hotel's duty manager and shall assist with any reports made by the Hotel to the police.
- 16.2 If the Hotel finds any lost property, the Hotel will use its reasonable endeavours to locate the owner and return it, but if the owner cannot be located and/or an item is not reclaimed within 3 months from the date on which it was found by the Hotel, it will be disposed of by the Hotel.

17. HEALTH AND SAFETY

- 17.1 The Guest will take any steps specified by the Hotel from time to time to ensure that items belonging to the Guest will be safe and without risks to health at all times to Hotel staff.

18. FORCE MAJEURE

- 18.1 In this condition 18, "Force Majeure Event" means any circumstance beyond the control of the Hotel including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power and delays by suppliers or materials shortages.
- 18.2 If the Hotel is prevented, hindered or delayed from performing the Services by a Force Majeure Event the Hotel may, at its sole option, and without being liable for any loss or damage suffered by the Guest as a result:
 - 18.2.1 suspend performance while the Force Majeure Event continues; and
 - 18.2.2 terminate any contract between the Hotel and the Guest forthwith by giving notice to the Guest.

19. INSURANCE

The Hotel recommends that you take out an appropriate insurance policy to cover any losses which you may suffer in connection with the cancellation of the Services or any other risks which you may suffer during the provision of the Services including personal accident and personal public liability insurance.

20. GENERAL

- 20.1 If any of the Conditions (whether in whole or in part) are found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other conditions which shall remain in full force and effect.
- 20.2 If any of the Conditions are 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.
- 20.3 The rights and remedies provided by the Conditions may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by the Hotel shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of the Conditions or of a default under the Conditions shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Conditions.
- 20.4 The Conditions and any matter arising from or in connection with it shall be governed by and construed in accordance with English law.
- 20.5 Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with the Conditions or the legal relationships established by or in connection with the Conditions.