



## TERMS & CONDITIONS ACCOMODATION

### DEFINITIONS USED:

- "**Guest**" means the person for whom the Hotel has agreed to provide services in accordance with, whether booked directly or via an agent.
- "**Reservation**" means the booking of the Company's room or rooms.
- "**Stay**" means the actual occasion when the Guest specified in the Reservation resides in the Hotel.
- "**Hotel**" means the entity who owns the hotel where the Reservation will take place, as set out above.
- "**Company**" means St. Pancras Hotel Group Ltd and any associated companies, part of SPHG Ltd.
- "**Agent**" means a third party agent or other agency who performs services that result in a Reservation at the Hotel.
- "**Organiser**" means the person(s) responsible for a Reservation at the Hotel.
- "**VAT**" means Value Added Tax.

### RESERVATION METHOD

All Reservations will be confirmed and Guests will be provided with a unique reservation code.

### VAT

All Guest rooms are quoted inclusive of appropriate national taxes unless expressly stated otherwise. Please note that rates of tax are subject to change and the Guest will be responsible for payment of taxes applicable at the time of the stay (as well as any rate increases resulting from tax increases).

### BREAKFAST

All rates are quoted exclusive of breakfast or any other catering element, unless specifically stated otherwise in writing by the Company.

### EXTRAS

The Guest shall pay the Hotel for any food, beverage and other services not expressly set out in the Agreement but made available during the Guest's stay. If the cost of these extras exceeds the authorisation taken on check-in, further authorisation will automatically be requested and if such authorisation is not available, we may request another method of settlement or a deposit to be provided, failing which we reserve the right to restrict access to the Guest room.

The Hotel reserves the right, and by signing this agreement the guest authorises, charges to be made to the Guest's credit or debit card for any damage caused to Hotel property by the Guest or their invitees. This includes, but is not limited to, specialist cleaning or/and items deemed to be missing or beyond repair upon departure and all unpaid items charged to the room account.

### ADDITIONAL SPEND

Before confirmation of any reservation, the Agent or Organiser will confirm to the Hotel in writing the names of those Guests who the Agent or Organiser consider to be authorised to sanction additional spend over and above the contracted amounts.

### CHECK IN/OUT

Unless otherwise stated on the reservation confirmation, Guests may check-in at any time from 2pm on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 11:59pm on the scheduled day of arrival unless otherwise agreed directly with the Hotel.

Guests may be required to confirm their identity upon check-in by providing their reservation code and their passport/identity card/driving licence. If guests are travelling from outside the UK, Ireland or any country in the Commonwealth we are also obliged by law to require guests to provide the number and place of issue of their passport and/or identity card and details of their next destination. We are required to keep these details for at least twelve (12) months and may have to make them available for inspection in connection with the prevention or investigation of crime. The Hotel reserves the right to refuse entry to persons who cannot provide the information set out above.

On the day of departure all Guests are required to vacate their rooms by 11am. Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the Hotel.

Rooms are subject to maximum occupancy rules set by the Hotel. Extra beds are available however are subject to availability and may incur a charge. Further details are available upon request.

### CODE OF CONDUCT

The Hotel operates a strict code of conduct. Guests are requested not to disrupt the comfort and enjoyment of other Guests, the smooth running of the Hotel, or cause offence to other Guests or team members of the Hotel.

Any breach of this policy - in the reasonable opinion of the Hotel - may result in the Guest being refused accommodation in the future or being asked to leave the Hotel with immediate effect. Where this is the case the Hotel shall have no obligation to refund the Guest, Agent or Organiser for any aspect of the accommodation, other services or losses or expenses incurred.

Any violation of the Hotel's no smoking policy will result in the immediate expulsion of any Guest from the premises and will be considered a breach of policy.

### TERMS OF PAYMENT

The Hotel accepts the following methods of payment: Sterling, Bank Transfer, American Express, MasterCard, Visa, Diners, JCB and Union Pay.

At the time of check-in the Hotel may pre-authorise the accommodation charges (room rate, VAT and any service charge) and anticipated incidentals for the duration of the Guest's stay against the provided credit/debit card.

All outstanding charges must be paid for in full upon check-out from the Hotel. If the outstanding charges do not exceed the authorisation taken on check-in, the authorisation for the amount not utilised will be released, however, the Hotel cannot control the time that it may take for a bank to effect such release. If staying for multiple nights at the Hotel then the Guest may be required to make payment for any outstanding charges on a more frequent basis during their Stay.



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### **CANCELLATION OR AMENDMENT OF A RESERVATION**

All notices of cancellation must be received in writing and will take effect from the date and time of receipt by the Hotel. All charges are ex-VAT.

Should the Hotel not be able to honour a Guest's Reservation the Hotel shall use reasonable endeavours to try and re-locate any confirmed Reservation to an alternative location of a similar standard.

The Hotel does not guarantee any specific room or the use of the same room for the duration of the Stay. If the Hotel determines to move a Guest to a different room during their Stay, at which a lower rate is available to the agreed rate, the Hotel will refund the difference.

### **GENERAL Terms & Conditions**

#### **PROMOTIONAL CONSIDERATIONS**

The Company reserves the right to review and approve any advertisements or promotional materials in connection with any Third Party promotion that specifically references any name or logo of the St. Pancras Hotel Group and family of brands.

#### **FORCE MAJEURE**

Neither party shall be responsible for failure to perform this agreement if circumstances beyond their control (including, but not limited to, acts of God, shortage of commodities or supplies to be furnished by the Company, or governmental authority) make it illegal or impossible for the Company to accommodate the Guest.

#### **GOVERNING LAW AND ARBITRATION**

This agreement is governed by and is to be construed in accordance with the laws of the jurisdiction where the Company is located. All disputes arising out of or in connection with this agreement shall be resolved by arbitration in the jurisdiction in which the Company is located under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The arbitration shall be conducted in English and this agreement will be governed by and interpreted pursuant to the laws of the jurisdiction in which the Company is located.

#### **COMPLIANCE WITH LAWS**

The Company agrees to comply with all applicable national and local laws, including health and safety codes and anti-terrorism laws and regulations. The Company agrees to cooperate with any relevant governmental authority to ensure compliance with such laws.

The Company represents, warrants and agrees that it is currently in compliance with all applicable local and national regulations or laws. The Company may cancel this Agreement without any liability if in the Company's sole, reasonable determination, the Company believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations.

#### **INDEMNIFICATION AND LIMIT OF LIABILITY**

To the fullest extent permitted by law, each party shall defend, protect, indemnify and save the other, including the indemnified party's officers, directors, employees, parent company, owner, partners, subsidiaries and any other related or affiliated entities, harmless from and against all claims, losses or damages to persons or property, governmental charges or fines and costs and expenses (including, but not limited to, attorneys' fees) (collectively, "Claims") in any way arising out of or relating to the Reservation which is the subject of this agreement.

The party found to be at fault or responsible for any claim, loss or damage will be required to indemnify the other party as provided in this paragraph. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault.

In the event of a settlement of any claim, expenses will be allocated proportionately based upon the amount paid by each party. In the event of a dispute over a party's obligations under this indemnification clause, the parties agree to resolve the dispute by mutual Agreement of appointed representatives, or by arbitration pursuant to the arbitration clause contained in the agreement if such dispute cannot be resolved by mutual agreement.

#### **SUCCESSORS AND ASSIGNS**

The commitments made by any Agent will be binding on its successors and assigns. In the event that the Agent assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organisation, subject to approval by the Company. In the event such an assignment is contemplated, the Agent agrees to notify the Company at least thirty days in advance of the planned close of the assignment transaction of the entities involved. The Company will thereafter have 20 calendar days in which to notify the Guest if assignment is approved.

#### **WEBSITES**

All reasonable efforts are made to ensure the accuracy of the information displayed on the Company's websites. The Company does not accept responsibility for any errors or omissions and reserves the right to amend or cancel any arrangements featured on the Websites without prior notice. Please note that the Company will use images of sample rooms when representing a particular room type.

The content of the Website is the copyright of the Company and may not be copied, reproduced, published, distributed or amended for any other purpose without the Company's prior written consent.

#### **MISCELLANEOUS**

The parties agree that for purposes of this agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile and electronic transmission will be considered as enforceable and valid as an original signature by the party signing.



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The effective date of communications between the parties will be determined as follows: (1) Communications sent by courier will be effective as of the date of receipt as evidenced by the courier company; (2) Communications sent by first class mail (or local equivalent), recorded delivery or registered post shall be effective as of at 9.30am on the second clear day after the date of posting; (3) Communications sent via facsimile or electronically will be considered effective as of the date and time on the facsimile or electronic confirmation sheet retained by the sender.

This agreement, with exhibits attached hereto (if any), upon signature by both parties constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the Hotel and either Guest or Agent. The designated expressly agree and warrant that they are authorised to sign and enter into this agreement on behalf of the party for which they sign.

**Signed for and on behalf of the Company**

Christian Kaberg  
**Group Operations Director**

**Signed for and on behalf of the Guest/Agent**

**Signature:**

**Full Name:**

**Position:**

**Date:**