

GREATDAYS HOLIDAY SERVICES LTD

Reg No. 1923310

STANDARD TERMS OF BUSINESS FOR FIT RESERVATIONS

These are the Standard Terms of Business under which Greatdays Holiday Services contract hotel accommodation.

- 1. DEFINITIONS** Throughout these Terms of Business ("Terms") "we", "our", "us" etc. refer to the above named company; "you", "your" etc. refer to the company, partnership or other entity which operates the hotel, "client" refers to the coach/tour operator or other organisation for which the above named company contracts a booking at an hotel; "passenger" refers to a person staying as a guest at an hotel booked by the above named company.
- 2. AGENCIES** Where we contract accommodation through an incoming handling agency or other intermediary ("agency"), then the words "you", "your" etc. refer to that agency as well as to the operator of the hotel, and the agency agrees (1) to be bound by these Terms and liable to us jointly and severally with the hotel and (2) to enforce Terms upon the hotel which include all of these Terms.
- 3. PROPER LAW** All contracts between you and us will include the Terms stated here and will be governed by and construed according to English law, and any dispute will be subject to the jurisdiction of the courts of England and Wales. If any part of the Terms is found to be invalid or unenforceable, then the remainder of the Terms will not be affected but will remain valid and enforceable.
- 4. CONFLICTING TERMS** It is your responsibility to bring to our attention any law or other requirement with which you have to comply which may affect us, or any standard terms of your own which conflict with these Terms, save that in any event these Terms shall prevail over any such standard terms of your own.
- 5. THE CONTRACT** between you and us is formed on the date of issue of confirmation to you of our hotel reservation, which we will send to you by post, fax, e-mail or other written means.
- 6. CANCELLATIONS/NO SHOWS** For cancellations made outside 24 hours no charge must be made. Within 24 hours a one night's accommodation charge can be made, subject to the space not being resold. For no shows Greatdays Holiday Services will endeavour to recover one night's non-arrival charge from passengers on the hotel's behalf. These, if recovered, will be passed on to the hotel.
- 7. OVERBOOKING** If you find that you are no longer able to accommodate a booking that has been confirmed with you, you must notify us immediately and arrange at your own expense suitable and acceptable alternative accommodation at another hotel of equal or better standard and in an equivalent or better location. The judgement as to standard, if disputed, will be made according to any available classification of the hotel, and the judgement as to location will be entirely at our discretion. In any event, you will be liable to us if we receive a claim for compensation as a result of the transfer of part or all of the passenger to another hotel.
- 8. ALLOCATION** You are liable to provide all accommodation confirmed to Greatdays Holiday Services. Should an allocation be offered, you agree to hold the said allocation up to the given release period. Rooms on allocation can only be closed out by prior arrangement with Greatdays Holiday Services. In the event you cannot meet your obligation, you must advise Greatdays Holiday Services immediately, so that clients can be informed accordingly and you must provide alternative arrangements with equal or superior classification and with similar facilities to those originally contracted, at no additional charge to Greatdays Holiday Services. Compensatory demands received by Greatdays Holiday Services from passengers transferred in this way will be referred to the hotel.
- 9. FREESALE** We will use the most recently returned freesale chart as an accurate picture of the hotel's availability and sell accordingly, up to the agreed release date.
- 10. PAYMENT** Following our passengers' stay, you should submit an invoice to Greatdays Holiday Services, 2 Stamford Park Road, Altrincham, Cheshire, WA15 9EN, at the agreed net rate. Payment will be submitted 28 days after receipt of invoice.

11. LIABILITY We will not be liable to you or to third parties for any injury or any loss of or damage to property caused by our clients or passengers. In the event of any such injury, loss or damage it is your responsibility to obtain redress directly from the party concerned, although we will endeavour to assist you in this if necessary, on request.

12. INDEMNITY You will indemnify us against all demands, claims, proceedings, fines, liabilities, damages, costs, losses and expenses (including legal costs, expenses and fees) which may be made against or suffered or incurred by us arising out of or resulting from any act, omission, negligence or breach of contract by you or your employees, agents, representatives or sub-contractors.

13. FORCE MAJEURE Neither party will be liable to the other for any loss, damage or changes caused by circumstances outside its control including, without limitation, an "Act of God", war or the threat of war, riot, civil strike, industrial dispute, terrorist activity, natural or nuclear disasters, extreme weather conditions or other event or circumstances which were unusual and unforeseeable and the consequences of which could not have been avoided even if all due care had been exercised. If a confirmed reservation is cancelled due to such an event or circumstances, you will refund to us any deposit which we may have paid.

14. COMPLIANCE You will comply with all laws, rules and regulations directly or indirectly applicable to the provision of your services including, without limitation, those relating to construction, maintenance, insurance, sanitation, hygiene, fire, health and safety; you and your employees will refrain from any acts or omissions which might endanger the health or safety of passengers; you will ensure that all your staff are properly trained for the evacuation of guests in the event of any emergency; and you will produce to us on demand all relevant certificates, licences and approvals.

15. INSURANCE You will take out and maintain appropriate and adequate insurance cover in respect of your obligations and liabilities to us and our clients and passengers including, without limitation, insurance against fire, storm, flood, public liability and the indemnities set out in these Terms. Your public liability cover must be at least £1,000,000 (one million Pounds Sterling) per person per incident, or the equivalent in your local currency. You must produce to us on demand copies of your insurance certificates or your last premium receipts or other conclusive evidence that you have the specified insurance cover in force.

16. DESCRIPTIVE MATTER You warrant that all brochures, information and descriptive matter which you provide to us, are and will be accurate and not misleading in any way. You will immediately inform us of any change to your hotel which results in any brochure, information or descriptive matter which you have supplied to us becoming misleading or inaccurate, of any change which results in the rooms allocated being no longer available, or of any change to the official or unofficial classification of your hotel. If any new brochure of the hotel is printed after a reservation Contract has been made, you will immediately notify us and send to us whatever reasonable quantity of the new brochure we may request. You will be liable to us if we receive a claim for compensation as a result of any inaccurate or misleading information which you provide, or of any failure on your part to notify us of these or any other relevant changes.

17. WITHDRAWAL OF FACILITIES You undertake that all services, facilities and amenities usually offered by your hotel will be available during our passenger's stay, and that if necessary you will make alternative arrangements for passengers if such services, facilities and amenities are withdrawn or reduced. You must immediately notify us in writing of any such change, and you will be liable to us if we receive a claim for compensation as a result of your failure so to notify us.

18. BUILDING WORK You must immediately inform us of any proposed building, alteration or renovation work which will be taking place either at your hotel or within the vicinity of the hotel perimeter, which may affect the quality of the passengers' stay at your hotel. We will be entitled, at our sole discretion, to cancel the reservation without penalty if we reasonably consider that such work will adversely affect the quality of the passengers' stay. You will be liable to us if we receive a claim for compensation as a result of your failure to inform us of such work or of its extent.

19. ANNEXES AND RESTAURANTS All passengers must be accommodated together in your main hotel building, unless a specific alternative agreement has previously been made in writing between you and us. Likewise, if any meal is to be taken in a restaurant which is not a part of your hotel, such

an arrangement must be agreed in writing between you and us in advance. If any passengers are accommodated in an annexe building or any meal is taken away from the hotel, without our prior written agreement, you will be liable to us if we receive a claim for compensation in respect of any inconvenience caused. If we agree in advance that passengers can be accommodated in an annexe or that they will take a meal away from the hotel, you must advise us of the walking distance (including the number of steps up or down) between the annexe or restaurant and the main hotel building, and of any general facilities, such as a lift, which are available in the main hotel building but not in the annexe or restaurant.

20. COMPLAINTS You and your staff will carry out your services and provide your facilities to as high a standard as possible. If you or any member of your staff receives a complaint or reasonable request from us or from any passenger, driver, courier or other person connected with us, you will promptly attempt to find an appropriate solution. If to your knowledge any complaint about your services remains unresolved when a passenger leaves your hotel, you will immediately inform us and will assist us in dealing with any claim for compensation made against us as a result of the complaint. We will do our utmost to ensure that any complaints are brought to your attention at the time when they occur, in order that they can if possible be resolved without delay. However, you must recognise that we may sometimes receive complaints and requests for compensation after a passenger has left your hotel, and you therefore agree to respond in writing within seven days to a written complaint received from us. In any event you will help us to deal with any complaint brought by a client or passenger including, but not limited to, providing documents, providing detailed written statements from relevant employees or agents and holding any employee or agent available to give evidence in court proceedings, and all such assistance will be given promptly and at no cost to us.

21. COMMUNICATION WITH CLIENTS Prior to the day of arrival, communication between you and our clients may only be made through us, and any query which you receive directly from our clients should be referred back to us.

22. CONFIDENTIALITY No part or detail of our contract or dealings with you may be discussed with, shown to, or in any other way disclosed to, any client of ours or other third party.

23. COMMISSION Recognising the role of the wholesaler in giving you business, you agree not to solicit business directly from our clients, and that if a client of ours makes a booking directly with you, you will consider a request from us for an ex gratia payment.

24. ROOMS MUST BE READY not later than 1500hrs on the day of arrival. On the day of departure rooms must be available for use by passengers up to at least 1100hrs, unless agreed otherwise in writing prior to arrival.

25. PORTERAGE You may not charge us, our clients or passengers for portorage, unless the requirement for it and the charge have been agreed in writing prior to the arrival of a passenger.

26. EXTRA CHARGES We will not be liable to you for any charges incurred by our clients or passengers for services which we have not contracted, such as telephone, bar or minibar bills or any other items of a personal nature. It is your responsibility to obtain payment for such items directly from the person concerned, although we will assist you in this if necessary, on request.

GREATDAYS HOLIDAY SERVICES LTD

Reg No. 1923310

STANDARD TERMS OF BUSINESS FOR FIT RESERVATIONS

I HAVE READ AND AGREE TO THE CONDITIONS OF THIS CONTRACT (TERMS 1-26) AND CONFIRM ACCEPTANCE OF THIS RESERVATION.

**FOR AND ON BEHALF OF
GREATDAYS HOLIDAY SERVICES LTD.**

**FOR AND ON BEHALF OF
(insert name of hotel)**

**SIGNATURE
DATE**

**SIGNATURE
DATE**

THIS CONTRACT IS ON-GOING FROM THE DATE OF SIGNATURE AND WILL NOT BE RENEWED UNLESS A CHANGE IS REQUESTED BY EITHER PARTY.

Greatdays Holiday Services Ltd
Travel House
2 Stamford Park Road
Altrincham
Cheshire
WA15 9EN

Tel : 0161 928 9966
Fax : 0161 928 8226
Email : sales@greatdays.co.uk