

# GREATDAYS HOLIDAY SERVICES LTD

Reg No. 1923310

## STANDARD TERMS OF BUSINESS FOR HOTEL GROUP RESERVATIONS

These are the Standard Terms of Business under which members of the British Association of Wholesale Tour Agents Ltd (BAWTA) contract hotel accommodation (clauses 1 to 28). They may be supplemented by additional terms or procedural information specific to each BAWTA member (clauses 29 to 32).

**1. DEFINITIONS** Throughout these Terms of Business ("Terms") "we", "our", "us" etc. refer to the above named company, a member of BAWTA; "you", "your" etc. refer to the company, partnership or other entity which operates the hotel with which the above named BAWTA member contracts accommodation and/or related services ("accommodation"); "client" refers to the coach/tour operator or other organisation for which the above named BAWTA member contracts a booking at an hotel; "passenger" refers to a person staying as a guest at an hotel as a member of a group booked by the above named BAWTA member, and "group" refers to any number of such passengers travelling together.

**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, such confirmation being in the form of a Contract which includes these Terms and states our requirements for accommodation and which we will send to you by post, fax, e-mail or other written means

**6. CONFIRMATION OF PASSENGER NUMBERS** will be given by us to you on a Rooming List, not later than the date stated in the Contract.

**7. LATE BOOKINGS** We ask you, in recognition of the fact that tour operators need to be able to accept late bookings, to make all reasonable efforts to hold extra rooms on option for as long as possible, subject to close liaison between you and us to ensure that any rooms not eventually sold by our client are released back to you without penalty charges becoming due.

**8. LOW NUMBERS** Recognising that we and our clients sometimes operate, rather than cancel, tours with very low passenger numbers, and that taking a small group is preferable to a cancellation, you agree to give reasonable consideration to any request that the contracted group rates and free places should still apply with a smaller number of guests than would normally be the case.

**9. CANCELLATIONS** We will agree with you a latest date up to which we may cancel a reservation without charge. This will normally be between 42 and 28 days prior to the contracted arrival of the group at your hotel, but in the absence of any specific written agreement the latter will apply. This deadline may at our request be extended, by agreement between you and us.

**10. DEPOSITS AND OVERBOOKING** If you require a deposit, the amount which we agree together shall be sufficient for you to be able to guarantee our reservation against overbooking once you have received the deposit. The deposit amount, the due date and the circumstances in which it may be refunded will be stated in the Contract. If you find that you are no longer able to accommodate part or all of the group as contracted, you must notify us immediately, in which case the following procedures will apply:

(1) If you notify us after you have received either a deposit or final payment, we will not accept any change to the reservation whatsoever and you must resolve your problem by other means.

(2) If you notify us prior to the original or extended latest cancellation date, and if all negotiations between you and us fail to result in the whole group being accommodated in your hotel, you must 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. In no circumstances may a group be divided between two or more hotels, and if you cannot accommodate the whole group you must offer at your own expense suitable and acceptable alternative accommodation for the whole group. 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. Even if part or all of the group is transferred by you to another hotel, all obligations imposed by the original Contract between us will remain in force as if the whole group had been accommodated in your hotel.

(3) If you notify us on or after the original or extended latest cancellation date, or fail to notify us at all, the same conditions will apply as in (2) above.

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 group to another hotel.

**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 contracted 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 contracted 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 group'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 group 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 group 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, driver, courier, passenger 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; we will advise an estimated time of arrival (ETA) on request. 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 group.

**26. PAYMENT** We will make all deposit and final payments by the dates contracted, unless an alternative arrangement is agreed in writing between you and us. In the event of a complaint we will not withhold any part of the final payment which is not disputed, and we will not pay compensation to our clients without first consulting you. However, if any dispute between you and us cannot be resolved to the satisfaction of both parties after due negotiation, we reserve the right to pay compensation to our clients and to withhold an equivalent amount from our final payment to you.

**27. 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.

**28. CONDUCT** If at any time you consider that we have acted contrary to these Terms, or have acted incorrectly in any other way, you are encouraged to bring the matter to the attention of BAWTA, by contacting the Secretary or any other BAWTA member.

**29. RESTAURANT** Under no circumstances can a set (without choice) menu be served for breakfast, lunch or dinner, unless agreed in writing by Greatdays. When "Continental" breakfast is contracted (instead of full buffet or English breakfast), you must supply full details of the content of the meal on your hotel contract. *Please do not serve rice and pasta for main course, or ice cream for dessert.*

**30. RESTAURANT** Our groups normally require tables of 4 or 6 persons, unless requested otherwise. *Banquet style seating is not acceptable.*

**31. GROUP NAME** Please refer to the group at all times with the group name given on the rooming list.

**32. GROUPS** Please remember that our passengers are "**INDIVIDUALS**" travelling as a group.

**GREATDAYS HOLIDAY SERVICES LTD**

**Reg No. 1923310**

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**I HAVE READ AND AGREE TO THE CONDITIONS OF THIS CONTRACT (TERMS 1-32) 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.**

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