

# THE ROSEVIEW HOTEL

## TERMS AND CONDITIONS

These Terms are applicable to all Contracts of any kind made by The Roseview Hotel London and/or its subsidiaries and affiliates (collectively, "Roseview Hotel") and its clients ("the Clients") and apply to all reservations, bookings and agreements for accommodation, dining, function room hire and use of all facilities at the Roseview Hotel.

Clients are asked to note their responsibilities, arrangements for payments, cancellation terms and limitations on the liability of the Roseview Hotel. The Contract is conditional on the payment of the Deposit.

## TERMS OF SUPPLY

### 1. DEFINITIONS

#### 1.1 In these Conditions:

- "Arrival" means the date on which the Facilities are to be provided or shall start to be provided by the Roseview Hotel;
- "Client" means the person for whom the Roseview Hotel has agreed to provide the Services in accordance with these Terms;
- "Contract" means the contract for the provision of the Services including these Terms as appropriate;
- "Deposit" means the payment specified in clause 5 and Schedule;
- "Services" means the provision of accommodation, function room hire and/or supply of food and beverages and other Services by the Roseview Hotel for the Client described in writing by the Roseview Hotel and on its website or in its brochure;
- "Schedule" is the Schedule of deposits and payments and cancellation terms annexed to this Agreement;
- "Standard Charges" means the charges shown in any brochure of the Roseview Hotel or other published literature relating to the Services in force from time to time;
- "Terms" means these terms and conditions.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

### 2. PROVISIONAL RESERVATION AND CONFIRMATION OF RESERVATIONS

2.1 If the Roseview Hotel confirms the reservation this Contract is conditional on the Client supplying credit card/debit card (collectively "Credit Card") details and the authority for charges to be deducted (including cancellation charges) on the payment terms outlined in the Schedule.

2.2 If credit card details and payment authority is not given to the Roseview Hotel by the Client then subject to any outstanding obligation due to the Roseview Hotel from the Client the Contract will cease to be of effect. The Services that are the subject of the provisional reservation will be released and be resold without any further notification to the Client.

### 3. SUPPLY OF THE SERVICES

3.1 The Roseview Hotel shall provide the Services to the Client subject to the Contract.

3.2 The Client shall at its own expense supply the Roseview Hotel with all necessary data or other information relating to the Services within sufficient time to enable the Roseview Hotel to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all such information. Specific information requirements are contained in the Schedule. The Roseview Hotel may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

#### **4. CHARGES**

**4.1** The charges payable by the Client shall be detailed in writing by The Roseview Hotel. If no charges are specified or additional and varied Services are provided to the Client, the Client shall pay the Standard Charges at the prevailing rate on the day the Services are provided and any additional sums which are agreed between the Roseview Hotel and the Client for the provision of the Services .

**4.2** The Roseview Hotel may vary the Standard Charges from time to time.

**4.3** All charges quoted to the Client for the provision of the Services are inclusive of any Value Added Tax at the applicable rate at the tax point unless otherwise stated.

#### **5. DEPOSIT PAYMENTS**

**5.1** Deposits are non refundable.

**5.2** The different requirements for Deposits are set out in the Schedule.

#### **6. PAYMENT**

**6.1** The payments to the Roseview Hotel to be made by the Client (including Deposits) are to be made on the date(s) and in the amounts to be calculated as specified in the Schedule.

**6.2** If any services under the contract are varied prior to arrival then the payment made will reflect the latest details contained in the written details of The Roseview Hotel.

**6.3** Any additional charges due to the Roseview Hotel from the Client for the Services shall be paid by the Client on presentation of an invoice.

#### **7. CANCELLATION CHARGES ("NO SHOWS")**

**7.1** The Client agrees to pay charges to the Roseview Hotel in the event of cancellation of the Services or if the Client and/or their guests fail to take up the Services at the time and on the day specified in the Contract. The cancellation charges are calculated by reference to the Schedule attached.

**7.2** The Roseview Hotel will provide a cancellation number to a Client in the event of the Client making a cancellation and that number must be used in any future dealings with the Roseview Hotel.

#### **8. VARIATION IN SERVICES REQUIRED**

**8.1** Any variation of numbers, accommodation and food and beverage requirements specified for the Services or other changes or additions must be agreed by the Client and the Roseview Hotel in writing.

#### **9. LIABILITY OF THE ROSEVIEW HOTEL**

**9.1** When the Roseview Hotel supplies the Services which include any services supplied by a third party, the Roseview Hotel does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the services to the Roseview Hotel.

**9.2** The Roseview Hotel shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

**9.3** Except in respect of death or personal injury caused by the Roseview Hotel's negligence, or as expressly provided in these Terms, the Roseview Hotel shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Roseview Hotel, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client, and the entire liability of the Roseview Hotel under on in connection with the Contract shall not exceed the amount of the Roseview Hotel's charges for the provision of the Services, except as expressly provided in these Terms.

## **10. TERMINATION**

The Roseview Hotel may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Client if the Client commits any breach of these Terms, or if the Client goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

## **11. CLIENT RESPONSIBILITIES**

**11.1** Dress code: Guests are required to comply with the dress code of the Roseview Hotel in the Hotel, Bar, Function Room, Sun Terrace and Restaurant. The Client must ensure that any guests of the Client are aware of this requirement.

**11.2** Arrival and departure times for accommodation at the Roseview Hotel are 2:00 p.m. and 12 noon respectively. The access and vacate times for all other Services will be as specified in the Programme Sheet and must be strictly adhered to by the Client on all occasions.

**11.3** The Client is responsible for the behaviour of his, her or its guests at the Roseview Hotel and in particular for the orderly conduct of guests attending any function or staying in the Roseview Hotel or otherwise making use of the Services. The Client must ensure that no noise or nuisance is caused either for the Roseview Hotel or its other guests and Clients. The Client must comply with any reasonable request of the Roseview Hotel and with any policies of the Roseview Hotel as may apply to the Services from time to time.

## *GENERAL TERMS FOR EXTERNAL CONTRACTORS AND INDEMNITY*

### **1. DEFINITIONS**

**1.1** In these terms:

- "Contract" means the contract for the provision of the Services including these Terms and, as appropriate, any written description given by the Roseview Hotel.
- "External Contractor" means production companies, audio visual companies, television, video or film crews, musicians, bands, live acts and any other performers, toastmasters, florists, photographers and designers and any other person who is contracted by the Client in connection with any of the Services.
- "Services" means the provision of accommodation, function room hire and/or supply of food and beverages and other services by the Roseview Hotel for the Client described in writing by the Roseview Hotel and on its website or in its brochure.

### **2. GENERAL TERMS FOR EXTERNAL CONTRACTORS AND INDEMNITY**

**2.1** The Roseview Hotel must be notified by the Client of any External Contractor the Client proposes to use and must obtain the permission of the Roseview Hotel to the use of the External Contractor at the Roseview Hotel. The Roseview Hotel reserves the right to refuse access to any External Contractor;

**2.2** The Client must on request supply to the Roseview Hotel copies of public liability insurance policies with a minimum limit of liability of £5 million per claim or such other insurance as may be required from the Roseview Hotel

and the receipts for the last premium due for all External Contractors to cover as a minimum any damage or injury to the Roseview Hotel or any of its property, staff, any plant and equipment of the Roseview Hotel, any guest of the Client or the Roseview Hotel or of any Client resulting from any activity of the External Contractor or arising out of the External Contractor being on the premises of the Roseview Hotel or in respect of any equipment brought onto the Roseview Hotel premises by the External Contractor.

**2.3** Any electrical, audio visual equipment the Client wishes to use that is not the property of the Roseview Hotel can only be brought into the Roseview Hotel and used with the Roseview Hotel's written permission. All such equipment must comply with the I.E.E. regulations and safety standards. The Roseview Hotel may at its discretion arrange for its own contractors to inspect any such equipment. The cost of such inspection shall be borne by the Client. The Client will comply with any requirement or direction imposed by the Roseview Hotel following such inspection.

**2.4** The Client will comply with the policies of the Roseview Hotel in connection with the construction of any stand, exhibition stand, scaffolding, the use of any plant and equipment that it wishes to bring into the Roseview Hotel and as may generally apply from time to time.

**2.5** The Client will indemnify the Roseview Hotel in connection with any loss or damage caused to the Roseview Hotel, its staff, contractors, clients and guests or to any property of the Roseview Hotel or any such persons arising out of the engagement of any External Contractors or if the Client itself brings onto the premises any equipment, plant or machinery in respect of any loss, damage, costs including legal costs that the Roseview Hotel shall incur.

**2.6** The Client is permitted to use its own signage subject to complying with the generality of the Contract or any policies of the Roseview Hotel for the use of such signage from time to time within hotel rooms, Bar, Function Room, Sun Terrace and Restaurant designated for the Client's use. No signage is permitted by the Roseview Hotel in any other part of the Roseview Hotel and in particular within the public areas without prior written consent from the Roseview Hotel.

**2.7** The Client will comply with the terms applying to photography as set out in clause 4.

### **3. CCTV**

In the public areas of the Roseview Hotel and some staff areas CCTV may be in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of the Roseview Hotel and security for all its Clients and staff.

### **4. PHOTOGRAPHY**

Photography is permitted in certain areas of the hotel provided it is restrained and does not cause a nuisance. Please ask for details. Commercial photography or images including trade marks or trade names requires the prior written consent of the Roseview Hotel.

### **5. GENERAL**

**5.1** The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

**5.2** No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

**5.3** English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

## *SCHEDULE OF DEPOSITS AND PAYMENTS AND CANCELLATION TERMS*

On Confirmation of Reservation\* - No payment required.

On Arrival - Payment in full to have been received or credit card swiped and signature verified to guarantee full payment.

On Departure - Payment of additional charges during stay.

Cancellation Charges\* applying to all non-group bookings if cancellation is not notified minimum 48 hours prior to confirmed date of Arrival \*\*100% of one nights stay per room booked (A cancellation reference number will always be given if a cancellation is received prior to this). Where a group booking is cancelled, the Roseview Hotel reserves the right to charge its administration & cancellation policy, equal to maximum 50% of the total value of the original group booking if cancellation is made more than 48 hours prior to confirmed date of arrival and equal to a maximum of 100% of the total value of the original group booking if cancellation is made less than 48 hours prior to confirmed date of arrival.

\*Where Account Facilities have been confirmed no Deposit is required but the Account is payable in full on receipt of invoice.

\*\*All cancellation charges are subject to possible full reimbursement if accommodation is re-let and payment has been in accordance with Contract.

August 2006

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