

Leisureplex Ltd
Booking Procedures for Group and Tour Operators

1. The rooms specified overleaf have been provisionally allocated to the Tour Operator in respect of the dates and on the terms shown overleaf. Such provisional allocation shall be automatically cancelled if one copy of this form, duly signed for and on behalf of the Tour Operator, along with a non-refundable booking fee of , 100 shall not be received by the Leisureplex Ltd (hereafter **The Company**) within 14 days of the date indicated overleaf.
2. The Tour Operator shall ensure it does not over sell either the total number of rooms or the number of rooms of each type. If more standard rooms are sold than are allocated and the hotel is obliged to allocate sea view rooms to guests who have booked standard rooms, the Tour Operator shall be liable for the sea view supplement. Double or twin rooms shall not be sold as singles except with the express permission of the hotel, in which case they will attract a supplement of double the single supplement shown. If the Tour Operator requires additional rooms other than those shown overleaf they must contact the hotel.
3. The Tour Operator shall provide monthly sales updates to the hotel once a signed contract has been received by the Company.
4. Unless otherwise specifically agreed in writing, the Company must be advised in writing by the Tour Operator no later than 12 weeks prior to the arrival date if a tour is cancelled. Cancellation charges according to the scale below will apply if cancellations are received after this period.
5. A Provisional Rooming List must be sent to the hotel 42 days prior to the arrival. Cancellation charges according to the scale below will apply if cancellations are received after this time.
6. If it appears to the Company, on the basis of the Provisional Rooming List, that the hotel is unlikely to sell a significant proportion of its allocation, the Company may demand release of up to half the unsold rooms for resale to other parties.
7. A final rooming list must be received by the hotel no later than 21 days prior to the arrival of each group.
8. The hotel will raise and send the balance invoice on receipt of the final rooming list.
9. The hotel must be advised of any amendments in writing once the final rooming list has been received.
10. In the event that the Tour Operator fails to send a Provisional or Final Rooming List on the due date(s), the Company may reclaim any or all of the allocation and the Tour Operator shall have no redress against the Company for any losses incurred as a result of the loss of the allocation.

Terms and Conditions for Group and Tour Operators

1. The rates quoted overleaf are non-commissionable and are inclusive of Value Added Tax. They are subject to change in the event that there is a change in the rate of Value Added Tax.
2. Payment
 - (a) On signing the contract, the tour operator or group organiser shall forward a non-refundable booking fee of , 100 per group. This amount is deductible from the final invoice but is not refundable unless the tour is cancelled by The Company.
 - (b) Unless otherwise agreed in writing, payment of the balance due for each group shall be made to the hotel on arrival at the hotel so that the Company is in possession of cleared funds before the group departs from the hotel.
 - (c) Payments made by credit card will be subject to a 2% surcharge.
 - (d) It shall be at the sole discretion of The Company whether to accommodate or continue to accommodate any group for which payment is not made on arrival and for which no credit facilities have been agreed.
 - (e) Cancellation charges shall apply as follows:

Cancellation of entire group more than 12 weeks prior to arrival	, 100 Booking Fee is forfeit
Cancellation of entire group <12 weeks but > 6 weeks prior to arrival	, 500 Including Booking Fee
Reduction in numbers 42 -22 days prior to departure	, 10 per person
Clients named on rooming list 14-21 days prior to departure	45% of tariff
Clients named on rooming list 8-14 days prior to departure	60% of tariff
Clients named on rooming list 0-7 days prior to departure	90% of tariff
 - (f) Interest at the rate of 1% per month shall be charged for late payment.

3. Occupation of Rooms
 - (a) Unless otherwise agreed, rooms may not be occupied until 4pm on arrival day.
 - (b) Unless otherwise agreed, rooms shall be vacated by 10am on departure day, failing which a supplementary charge will be made.
4. The Tour Operator shall require clients to settle all supplementary accounts for extras prior to the departure date.
5. The Tour Operator shall provide the hotel with such publicity as may reasonably be required relating to the hotel and in particular shall ensure that a draft copy of the relevant part of the Tour Operator's brochure or publicity leaflet is forwarded both to the hotel and to the Company's Head Office for approval prior to publication. In addition copies of the published brochure shall be forwarded to both the hotel and the Company's Head Office immediately after publication.
6. This contract shall be governed by English Law and the parties to the Contract hereby agree that any disputes will be referred to the Preston County Court.
7. The hotel shall not be liable for any failure to provide the accommodation contracted for hereunder in the event of its being prevented from doing so as a result of fire, storm, flood, civil disturbance, riot, industrial action or any other cause beyond its control.
8. The Company may terminate this Agreement by giving notice 14 days= to the Tour Operator if the Operator is in breach of any of these conditions either in respect of the current contract or any earlier contract between the Tour Operator and the Company. In such circumstances, the Tour Operator shall have no redress against the Company for any losses which result.
9. Unreasonable Behaviour and Contagious Diseases
In the event of any member of the Tour Operator=s group contracting a contagious disease or exhibiting unreasonable behaviour causing offence or injury to other guests or staff, the Company shall be entitled to demand the removal of that guest forthwith and the Tour Operator shall have no entitlement to any refund nor any recourse to the Company for any costs which they incur as a result.

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