

Leisureplex Hotels 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 deposit of £125 shall not be received by the Leisureplex Hotels 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 Leisureplex Groups Department.
3. The Tour Operator shall provide monthly sales updates to the Groups Department once a signed contract has been received by the Company, showing the number of clients booked on each departure date.
4. Unless otherwise specifically agreed in writing, the Company must be advised in writing by the Tour Operator no later than 6 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. An Indication of Rooms Sold must be sent to the hotel 42 days prior to arrival. We reserve the right to take back unsold rooms at 6 weeks, subject to prior consultation with the operator and upon review of the sales.
6. A final rooming list must be received by the hotel no later than 21 days prior to the arrival of each group. At 21 days prior to arrival all unsold rooms will be released and further rooms will be on a request basis only.
7. The hotel will raise and send the balance invoice on receipt of the final rooming list.
8. The hotel must be advised of any amendments in writing once the final rooming list has been received.
9. In the event that the Tour Operator fails to send an Indication of Rooms Sold 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.
10. Data Protection - The Company will act as the Data Processor in respect of any personal data provided by Tour Operators as necessary for performance of the contract. The Company agrees to comply with current Data Protection legislation and will maintain appropriate security against unauthorised or unlawful processing of personal data and against accidental loss, destruction of, or damage to, personal data. The Company agrees only to process personal data in connection with this agreement, for the purposes of performing its obligations under this agreement. The Company shall not transfer the personal data outside the European Economic Area ("EEA") unless agreed in writing with the Tour Operator. If the Tour Operator becomes aware of any complaints relating to personal data provided to the Tour Operator for performance of this contract, the Tour Operator will notify the Company. The Company agrees to reasonably assist the Tour Operator in relation to any complaints or subject access requests that are received or any unlawful processing the Company becomes aware of. The Tour Operator agrees to indemnify the Company and keep indemnified and defend at its own expense, against all costs, claims, damages or expenses incurred by the Tour Operator, or for which the Tour Operator may be liable due to any failure by the Company or its employees or agents to comply with any of its obligations under this clause.

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 deposit of £125 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 prior to/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 42 days prior to arrival	£125 including VAT
Cancellation of entire group 29-42 days prior to arrival	£600 including VAT
Clients named on rooming list 15-28 days prior to departure	55% of tariff per person
Clients named on rooming list 8-14 days prior to departure	70% of tariff per person
Clients named on rooming list 0-7 days prior to departure	100% of tariff per person
 - (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.
10. Prevention of modern slavery
All Tour Operators must be committed to ensuring, as far as they are able to, that they and their supply chains are free from slavery and human trafficking

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