



HOTEL DU VIN ST ANDREWS GROUP ACCOMMODATION PROPOSAL AND TERMS AND CONDITIONS

YOUR BOOKING IS HELD PROVISIONALLY BUT NOT CONFIRMED UNTIL CONTRACT SIGNED AND RETURNED

Each agreement between Hotel du Vin and any company or individual wishing to make arrangements for the booking of accommodation, food and beverage or any supplementary services we may provide (in each case a 'Guest') incorporates these Terms and Conditions to the exclusion of all other terms or conditions (other than any which cannot be excluded by law). No other terms and conditions are binding on Hotel du Vin and each Guest waives any right to rely thereon. Hotel du Vin's performance of such agreement is conditional upon all Guests accepting these Terms and Conditions without amendment.

Group Reference	1112UC	Quotation Date	30.03.17
Lead Name	Uni of St Andrews Conference Acc		
Group Contact	Candice Mitchell	Contact Details	01334 464807 Cm100@st-andrews.ac.uk

We are pleased to confirm the following rooms / rates for your group:

Hotel	Hotel du Vin St Andrews		
Arrival	Monday 11 th December 2017	Departure	Wednesday 13 th December 2017
Inclusions	Includes accommodation, full breakfast & VAT		

Room Type ↓	Room Rate ↓	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total Rooms	Total Cost
Standard Town View Rooms	£97.00 Single Occupancy	15	15						30	£2,910.00
Total		15	15						30	£2,910.00

TERMS AND CONDITIONS OF AGREEMENT

Deposit Terms	<p>All guests are responsible for providing card details when making their reservation. Payment will be taken upon check in for the accommodation and any extras can be settled on departure.</p> <p>All rooms are on hold until Friday 3rd November 2017. Any rooms not booked by this time will be released back on for general sale and rates will be subject to availability.</p>
Cancellation Terms	<p>Cancellations must be given a minimum of 30 days prior to arrival and confirmed in writing. For any cancellations received after this period, you will be liable for the full amount of the stay. Where we can re-sell cancelled rooms, you will only be refunded pro-rata for these rooms. We therefore strongly advise that all guests are made aware of our cancellation policy and are encouraged to take out travel insurance.</p>
Modifications	<p>If you need to change numbers, timing, food, drink or equipment we will endeavour to accommodate your revised requirements to the extent that we are able to do so, but in this case we shall be entitled to revise the charges due and payable by you accordingly. You must confirm requests for such changes in writing as it affects our contract with you.</p>

HELP US HELP YOU

Full named room list is to be received no less than 2 weeks prior to arrival. In order to ensure a smooth check in and comfortable stay at Hotel du Vin, please inform us of the following:

Reason for your visit?
Will the group arrive together or as individuals?
Will any assistance be required at check in I.e. Baggage Assistance?
Estimated time of arrival?
Will the group require meals within the hotel?
Payment details – guests to settle own account, pre-pay, invoice etc.? Pre-paid one month prior to arrival.

THE SMALL PRINT

IT IS AGREED: in consideration of the Charges payable under this contract Hotel du Vin grants a contract to occupy the Room(s) as referred to above on these terms and conditions.

- Each agreement incorporates these Terms and Conditions to the exclusion of all other terms or conditions (other than any which cannot be excluded by law). No other terms and conditions are binding on Hotel du Vin and each Guest waives any right to rely thereon. Hotel du Vin's performance of such agreement is conditional upon all Guests accepting these Terms and Conditions without amendment
- These Terms and Conditions apply to all room occupancy and all services we provide to you and all those people occupying a room and/or receiving such services. They also apply to any arrangements made in connection with your booking.
- You must make the hotel aware of your reasons for your reservation and the booking of bedrooms must be for lawful purposes at all times. We reserve the right to review all bookings at any time.

Conclusion of Contracts/Parties to the Contract/Liability

- You are bound by these Terms and Conditions upon signature by Hotel du Vin. No variations to the terms of any contract are binding on Hotel du Vin unless Hotel du Vin has agreed to such variation in writing signed on behalf of the hotel.
- Any third party, as an individual or commissioned by the organiser adding to or changing the terms of the agreement becomes jointly liable for all payments arising from the contract.
- If we let you down under the terms and conditions of this Contract, we will refund the appropriate amount out of the Charges. Save for death or personal injury caused by our negligence, Hotel du Vin's liability and that of the hotel is limited to the amount of the Charges as agreed.

Services, Prices and Payment Terms

- We will at all times do our best to deliver the services detailed in the contract.
- You are not entitled to allow anyone other than you, your invitees, or your sub-contractors to have access to the Room, You are liable for the acts and omissions of all of your invitees and sub-contractors at all times.
- Hotel du Vin reserves the right to insist that all catering provided to any user of the Room is subject to Hotel du Vin's standard form of catering agreement from time to time.
- You are obliged to pay for all services requested, including any additional or third party services contracted in connection with the booking. All prices are quoted in Pounds Sterling.
- Tax and service are included and are bound by all the local laws on the subject. Quotations supplied by Hotel du Vin for all services are applicable for 7 days only.
- In the case of credit extended, we need the bill settled within 14 days. We have bills to pay too.
- A down payment or deposit may be requested and can be specified within the terms of the contract. Timely payment is always appreciated. If you are late in settling your account, any additional costs incurred in pursuit of payment will be charged to you.
- You are welcome to use your own equipment for the purposes of your event as long as it is with the agreement of the hotel and it meets all safety requirements. Hotel du Vin will not be held liable for any claim arising from the use of this equipment and reserves the right to claim for any damages resulting from such use.
- Where the room rate is mentioned, this is always the rate per room per night stayed.

Withdrawal of the hotel

- If we flood, burn down, go on strike or are affected by any or all Acts of God, we reserve the right to withdraw from any agreements.
- Similarly should we be subject to any other considerations beyond our control we may withdraw.
- Hotel du Vin will reserve the right to withdraw from a contract without notice should the event be deemed to prejudice the reputation of the hotel.
- In the event of any cancellations due to the above reasons the hotel will refund all advance payments, but will have no liability to the Company/Operator or its clients.
- We may withdraw from a contract if any payments from the Organiser or the Company are in excess of 28 days, or if the Company becomes insolvent.

Withdrawal of the Organiser (cancellation)

This is important as it can affect both our business and your budget. We want at all times to be able to provide the service you want for your booking or event. Because each service we provide has a lead time we reserve the right to protect our ability to re-book any cancelled accommodation, meeting room or food and beverage. The cancellation date is the date that the hotel receives notification in writing. We have indicated above cancellation policy, please do take note.

Advertising

Hotel du Vin is a registered Brand name, which we are proud to see advertised. However any use of our name or logos by any party outside the Company must be with written permission by the Hotel du Vin Marketing Department. Any misuse or misrepresentation will result in legal liability.

Food and Beverage

We are in the business of providing 'Great Food.' Along with our food we provide beverages of all types for you to sample. Should you however wish to seek an alternative to our selection we will of course reserve the right to apply a charge.

Technical Equipment and Installations

Where equipment is hired and installed for a client's event, then the client accepts all liability and expense. Should damage occur to the equipment through misuse, the Organiser exonerates the hotel from any liability arising. Installation of any electrical equipment not belonging to the hotel needs the hotels written permission. The organiser is responsible for the proper use of their equipment while in the hotel. Any damage caused to the hotel's installations will be charged for. The hotel reserves the right to charge a flat rate for energy consumed. The organiser may use their own telephone, facsimile machine or data equipment through the hotel's data lines with prior written permission. On no account will the Organiser make use of or attempt to access the hotel's building management systems. A fee maybe levied for the use of the hotel's data transportation systems. Where the hotel is not responsible for delays caused by technical equipment, the organiser is not entitled to delay or withhold payment.

Loss and damage of organiser's equipment

It is the Organiser's responsibility for bringing any equipment or personal belongings onto the hotel premises. The hotel is not held liable for any loss or damage. If at the same time the Organiser is a resident of the hotel, then the hotel shall only be held liable up to the limit set by the Hotel Proprietor's Act. A copy of the Act is displayed at Reception. Any decorative materials brought onto the premises must comply with Fire Protection Regulations. Proof of this may be requested. No items should be attached to the walls without consultation with the General Manager. Equipment should be removed immediately after the event. The hotel may charge if it is left to store or transport any equipment not removed. Interruption of any future events by equipment left on the premises may incur a charge. This applies to all items produced by third parties and not subsequently removed. The Organiser is entitled to produce evidence of lower damages, while the hotel may seek to substantiate a higher figure.

Organiser's Liability for damages.

Any damage to the fabric or fittings in the hotel resulting from your stay shall be repaired or replaced on a new for old basis by Hotel du Vin at your cost and you will be held liable for those costs. The hotel is not obliged to produce evidence of the negligence or fault for any such damage. Organisers of events must have and may be asked to produce proof of insurance at any time prior to the event.

Final Terms and Conditions

Any agreement that deviates from, or is in addition to, these Terms and Conditions must be in writing. Any unilateral changes made by the Organiser will be null and void. Any message or correspondence is regarded as being received 3 days after being posted to the current hotel address. Messages sent via facsimile are regarded as received as per the hotel's journal. E-mails are not held as proof of correspondence. These General Terms and Conditions are held as subject to the law in the operating country. Where one or more conditions is inoperative or void to the Organiser it does not impair the rest of the contract. Individual terms or conditions may be replaced through discussion between the Organiser and Hotel du Vin and at Hotel du Vin's discretion when confirmed in writing. The same procedure must be applied to any circumstances not covered by the contract. Where a particular condition is not present, the law in the operating country will be held applicable. Hotel du Vin will not be liable for a Room becoming unavailable due to circumstances beyond the reasonable control of Hotel du Vin. You cannot assign or sub-contract any of your rights or obligations under this Contract without the prior written consent of Hotel du Vin. Nothing in this Contract shall be construed as establishing or implying a partnership or joint venture between the parties or shall be deemed to constitute either party as the agent of the other or to allow either party to hold itself out as acting on behalf of the other. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, licenses and understandings between the parties in this regard whether written or oral and whether express or implied. Nothing in this Contract shall operate to exclude either party's liability to the other for fraudulent misrepresentation. This Contract may not be modified except in writing signed by duly authorised representatives of Hotel du Vin. The failure of Hotel du Vin to insist upon the strict performance of any provision of this Contract or to exercise any right or remedy consequent upon breach of any such provision shall not constitute a waiver of any such breach or any subsequent breach of such provision. A person who is not party to this Contract shall have no rights to enforce any term of this Contract. This Contract will be governed by and construed in accordance with the laws of England and any dispute shall be subject to the exclusive jurisdiction of the Courts of England.

Please read carefully this document before signing below. The terms and conditions are set out to indicate the operating rights of Hotel du Vin and those of the Client or third party.

This contract must be signed and returned no later than 7 days from the quotation date listed above. Rooms are not held until contract has been signed and Hotel du Vin reserves the right to sell the rooms.

Organisers Signature _____

Date _____

Hotel du Vin Representative _____

Date _____

Please return to:

Hotel du Vin St Andrews

Tel: 01334 845148

Email: events.standrews@hotelduvin.com