

Terms and Conditions

These Terms are applicable to all Contracts of any kind made by Dover Marina Hotel Limited trading as Dover Marina Hotel & Spa and its customers ("the Customer") and apply to all reservations, bookings and agreements for accommodation, dining, function room hire and use of all facilities at The Dover Marina Hotel & Spa. Clauses 1 to 13, clause 16 and the Schedule of the Terms apply to all Contracts. Clauses 14 and 15 refer to particular facilities. Customers are invited to read these provisions and note their responsibilities, arrangements for payments, cancellation terms and limitations on the liability of the Dover Marina Hotel & Spa

TERMS OF SUPPLY

1. INTERPRETATION

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 Dover Marina Hotel & Spa; "Customer" means the person named on the Reservation Sheet (and includes those traveling with the customer) for whom the Dover Marina Hotel & Spa has agreed to provide the Facilities in accordance with these Terms; "Contract" means the contract for the provision of the Facilities including these Terms and, as appropriate, a Reservation Sheet; "Deposit" means the payment specified in clause 5 and Schedule; "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 Customer in connection with any of the Facilities. "Facilities" means the provision of accommodation, function room hire and/or supply of food and beverages and other facilities by the Dover Marina Hotel & Spa for the Customer; "Initial Enquiry" means the date recorded by the Dover Marina Hotel & Spa for the first enquiry made by the Customer for the Facilities; "Proforma Invoice" means a written statement issued by the Dover Marina Hotel & Spa for the first enquiry made by the client for the Facilities; "Reservation Sheet" means the letter, fax, schedule, Proforma Invoice or invoice describing the facilities, charges and relevant details for a reservation; "Rates" are quoted including the applicable VAT in the UK and as "net" rates. Exceptions apply only when stated different. There is no commission payable on the rate booked - be it to the customer or a third party; "Schedule" The Schedule of deposits and payments and cancellation terms annexed to this Agreement; "Standard Charges" means the charges shown in any brochure of the Dover Marina Hotel & Spa or other published literature relating to the Facilities 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 This Contract is conditional on the payment of a Deposit or the Customer supplying credit card or charge card or debit card details and the authority for charges to be deducted (including cancellation charges) on the payment terms outlined in the Schedule and the Dover Marina Hotel & Spa confirming the reservation to the Customer.

2.2 If the relevant condition is not met then subject to any outstanding obligation due to the Dover Marina Hotel & Spa from the Customer the Contract will cease to be of effect. The Facilities that are the subject of the provisional reservation will be released back into the inventory of the Dover Marina Hotel & Spa and may be resold without any further notification to the Client.

2.3 The Contract will be given a reference by the Dover Marina Hotel & Spa when the condition under clause 2.1 is satisfied. The reference must be quoted by the Customer in all dealings with the Dover Marina Hotel & Spa.

3. SUPPLY OF THE FACILITIES

3.1 The Dover Marina Hotel & Spa shall provide the Facilities to the Customer subject to the Contract.

3.2 The Customer shall at its own expense supply the Dover Marina Hotel & Spa with all necessary data or other information relating to the Facilities required within sufficient time to enable the Dover Marina Hotel & Spa to provide the Facilities in accordance with the Contract. The Customer shall ensure the accuracy of all

such specific information requirements are contained in clauses 14 and 15 and the Schedule.

3.3 The Facilities shall be provided in accordance with the Reservation Sheet and otherwise in accordance with the Dover Marina Hotel & Spa's current brochure or other published literature relating to the Facilities from time to time and in accordance with these Terms.

3.4 The Dover Marina Hotel & Spa may at any time without notifying the Customer make any changes to the Facilities 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 Facilities.

4. CHARGES

4.1 The charges payable by the Customer shall be as set out in the Reservation Sheet. If no charges are specified or additional and varied Facilities are provided to the Customer, the Customer shall pay the Standard Charges at the prevailing rate on the day the Facilities are provided and any additional sums which are agreed between the Dover Marina Hotel & Spa and the Customer for the provision of the Facilities.

4.2 The Dover Marina Hotel & Spa has the right to vary the Standard Charges from time to time.

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

4.4 The Customer will be liable for the full cost of any damage caused by the customer to the property or Facilities at the Dover Marina Hotel & Spa

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 Dover Marina Hotel & Spa to be made by the Customer (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 Terms or details in the Reservation Sheet are varied prior to the Reservation Date then the payment made will be that reflecting the latest details contained in the Reservation Sheet.

6.3 Any additional charges due from the Customer for the Facilities shall be paid by the Customer on presentation of an invoice or if otherwise agreed in the Reservation Sheet within seven days of the date of the invoice supplied to the Customer by the Dover Marina Hotel & Spa.

6.4 Payment methods may include payment by credit or charge cards or by direct transfer to the bank of the Dover Marina Hotel & Spa (Barclays Bank, sort code: 20-02-62, account number: 43515583). Payments made direct to the bank account must be made in sufficient time for notification to be given to the contact of the Dover Marina Hotel & Spa for the Facilities being provided.

6.5 The Dover Marina Hotel & Spa will not accept payments offered by a Customer who is using a third party credit card. The Dover Marina Hotel & Spa will only accept payment offered by Customer who is the named holder of the relevant credit card.

6.6 The Dover Marina Hotel & Spa is authorized by the Customer to obtain payment of charges from a credit or charge card the details of which including the number and expiry date have been proffered by the Client to the Dover Marina Hotel & Spa for the purpose of payment under the provisions of Clause 2.1 of these Terms.

7. CANCELLATION CHARGES ("NO SHOWS")

7.1 The Client agrees to pay charges to the Dover Marina Hotel & Spa in the event of cancellation of the Facilities or if the Client and/or their guests fail to take up the Facilities 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 Dover Marina Hotel & Spa 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 Dover Marina Hotel & Spa.

8. VARIATION IN FACILITIES REQUIRED

8.1 Any variation of numbers, accommodation and food and beverage requirements specified for the Facilities or other changes or additions must be agreed by the Client and the Dover Marina Hotel & Spa in writing.

8.2 Terms for the variation of numbers and Facilities are included in clauses 14 and 15.

9. LIABILITY OF THE DOVER MARINA HOTEL & SPA

9.1 The Dover Marina Hotel & Spa will provide the Facilities using reasonable care and skill and as far as reasonably possible, in accordance with the details referred to in the Programme Sheet or in accordance with standards applicable to a hotel of the quality of the Dover Marina Hotel & Spa if no Programme Sheet is applicable.

9.2 When the Dover Marina Hotel & Spa supplies the Facilities which include any services supplied by a third party, the Dover Marina Hotel & Spa 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 Dover Marina Hotel & Spa.

9.3 The Dover Marina Hotel & Spa 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.

9.4 Except in respect of death or personal injury caused by the Dover Marina Hotel & Spa's negligence, or as expressly provided in these Terms, the Dover Marina Hotel & Spa 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 Dover Marina Hotel & Spa, its servants or agents or otherwise) which arise out of or in connection with the provision of the Facilities (including any delay in providing or failure to provide the Facilities) or their use by the Client, and the entire liability of the Dover Marina Hotel & Spa under on in connection with the Contract shall not exceed the amount of the Dover Marina Hotel & Spa's charges for the provision of the Facilities, except as expressly provided in these Terms.

9.5 The Dover Marina Hotel & Spa shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Dover Marina Hotel & Spa's obligations in relation to the Facilities, if the delay or failure was due to any cause beyond the Dover Marina Hotel & Spa's reasonable control.

9.6 The Dover Marina Hotel & Spa is not liable for any loss or damage to the property of the Client or any person as may occur within the constraints of the Hotel Proprietors Act 1956.

10. TERMINATION

The Dover Marina Hotel & Spa 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 Arrival and departure times for accommodation at the hotel are 2:00 p.m. and 11am respectively. The access and vacate times for all other Facilities will be as specified in the Programme Sheet and must be strictly adhered to by the Client on all occasions.

11.2 The Client is responsible for the behavior of his, her or its guests at the Dover Marina Hotel & Spa and in particular for the orderly conduct of guests attending any function or staying in the Ramada Dover or otherwise making use of the Facilities. The Client must ensure that no noise or nuisance is caused either for the Dover Marina Hotel & Spa or its other guests and Clients. The Client must comply with any

reasonable request of the Dover Marina Hotel & Spa and with any policies of the Dover Marina Hotel & Spa as may apply to the Facilities from time to time.

12. GENERAL TERMS FOR EXTERNAL CONTRACTORS AND INDEMNITY

12.1 The Dover Marina Hotel & Spa must be notified by the Client of any External Contractor the Client proposes to use and must obtain the permission of the Dover Marina Hotel & Spa to the use of the External Contractor at the Dover Marina Hotel & Spa. Dover Marina Hotel & Spa reserves the right to refuse access to any External Contract ; or

12.2 The Client must on request supply to the Dover Marina Hotel & Spa 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 Dover Marina Hotel & Spa and the receipts for the last premium due for all External Contractors to cover as a minimum any damage or injury to the Dover Marina Hotel & Spa or any of its property, staff, any plant and equipment of the Dover Marina Hotel & Spa, any guest of the Client or the Dover Marina Hotel & Spa 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 Ramada Dover or in respect of any equipment brought onto the Dover Marina Hotel & Spa premises by the External Contractor.

12.3 Any electrical, audio visual equipment the Client wishes to use that is not the property of the Dover Marina Hotel & Spa can only be brought into the Dover Marina Hotel & Spa and used with the Dover Marina Hotel & Spa's written permission. All such equipment must comply with the I.E.E. regulations and safety standards. The Dover Marina 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 Dover Marina Hotel & Spa following such inspection.

12.4 The Client will comply with the policies of the Dover Marina Hotel & Spa 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 Dover Marina Hotel & Spa and as may generally apply from time to time.

12.5 The Client will indemnify the Dover Marina Hotel & Spa in connection with any loss or damage caused to the Dover Marina Hotel & Spa, its staff, contractors, clients and guests or to any property of the Dover Marina Hotel & Spa 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 Dover Marina Hotel & Spa shall incur.

12.6 The Client is permitted to use its own signage subject to complying with the generality of the Contract or any policies of the Dover Marina Hotel & Spa for the use of such signage from time to time within private salons or meeting rooms or suites designated for the Client's use. No signage is permitted by the Dover Marina Hotel & Spa in any other part of the Dover Marina Hotel & Spa and in particular within the public areas.

12.7 The Client will comply with the terms applying to photography as set out in clause 16.

13. CCTV

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

14. ACCOMMODATION CONTRACTS

14.1 For Facilities involving accommodation, the Client must supply rooming lists to the relevant contact of the Dover Marina Hotel & Spa on the date(s) calculated by reference to the Schedule. Failure to provide a rooming list by this time will be deemed cancellation of the booking and the cancellation charges detailed in the Contract will be applicable. Cancellation charges will also be payable should the number of rooms required reduce by more than 10% of the total specified in the Programme Sheet based on the total numbers cancelled.

14.2 If the Facilities required and the number of rooms required increases after the time of final notification this change must be previously agreed by the Dover Marina Hotel & Spa and the charges payable shall be increased by the amount specified by the Dover Marina Hotel & Spa for such increase.

15. DINING OR MEETING CONTRACTS

15.1 For dining or meeting events as specified in the Programme Sheet, final numbers must be received

by the contact of the Dover Marina Hotel & Spa no less than 48 hours prior to the Reservation Date. Should the number of guests reduce by more than 10% of the total in the Contract, cancellation charges as set out in the Contract will apply and must be paid by the Client based on the total numbers cancelled.

16. PHOTOGRAPHY

16.1 The provisions set out in these conditions apply to the taking of and use of any and all types of images (whether still or moving), filming and/or video photography by any means and in any media including without limitation digital imaging ("photography"):

16.1.1 within The Dover Marina Hotel & Spa; and/or

16.1.2 which includes in any manner "the Dover Marina Hotel & Spa " name and logo trade marks (registered or unregistered) ("the trade marks").

16.2 You acknowledge that the written consent of a manager of the Dover Marina Hotel & Spa is required for the exploitation of photography at the Dover Marina Hotel & Spa.

16.3 You must show any photography to the Dover Marina Hotel & Spa before such consent will be given and the person undertaking photography must agree directly with the Dover Marina Hotel & Spa to accept the terms in these conditions prior to undertaking such photography.

16.4 You warrant for yourself and your guests that:

16.4.1 the photography is not and will not be indecent, obscene, blasphemous or libellous nor in breach of any applicable law or regulation;

16.4.2 the photography does not and will not infringe the copyright or other intellectual property rights of any third party;

16.4.3 the photography does not and will not infringe any rights of privacy, personality or any other right whatsoever of any third party;

16.4.4 the photography will not include the trade marks unless agreed by the Dover Marina Hotel & Spa in writing.

16.5 You agree to indemnify and hold The Dover Marina Hotel & Spa harmless against any and all damages, costs and expenses (including reasonable legal fees) incurred in connection with any claim, demand, action or proceedings arising from:

16.5.1 the use or exploitation of the photography by you/your guests or any third party; and/or

16.5.2 a breach of any warranty given by you or such guest under clause 16.4.

17. GENERAL

17.1 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.

17.2 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

17.3 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.

17.4 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

GROUP ROOM BOOKINGS (5 Rooms or over)

TIMETABLE CLIENT REQUIREMENTS * CANCELLATION CHARGES**

Enquiry Date greater than 3 months prior to Arrival 10% of Proforma Invoice - Deposit within 5 working days to confirm reservation. None : If Deposit not paid within 5 days reservation cancelled
3 Months or less 50% of Proforma (or additional 40% to bring total to 50%) - Deposit as above 50% of Deposit Paid

10 working days before Arrival ROOMING LIST TO BE PROVIDED plus further 25% of Proforma Invoice (to bring the total Deposit to 75% minimum) 100% of Deposit Paid (Reduction of 10% constitutes cancellation of those numbers)

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

On Departure Payment in full

INDIVIDUAL ROOM BOOKINGS for up to and including 4 rooms
TIMETABLE CLIENT REQUIREMENTS* CANCELLATION CHARGES**

To confirm booking at any time A credit card guarantee or a deposit equivalent to first nights accommodation paid by cheque, BACS or cash to arrive by 2pm(UK) the day prior to arrival

From 2pm (UK) day prior to Arrival 100% - one nights room charge.(ex.VAT)(A cancellation reference number will always be given if a cancellation is received prior to this)

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

On Departure Payment in full

PRIVATE DINING (Private Room or 10+ persons)

TIMETABLE CLIENT REQUIREMENTS* CANCELLATION CHARGES**

To confirm booking at any time A letter on Company headed paper confirming that full payment may be taken by credit card signed by a card signatory or a Deposit of either the Room Hire charge or £20 per person.(Deposit invoices will not be issued)

7 working days before Arrival 50% of Proforma Invoice. (Reduction of 10% constitutes cancellation of those numbers)

48 hours before Arrival FINAL NUMBER OF GUESTS TO BE CONFIRMED Cancellation based on 50% of estimated or agreed charges of confirmed Final Numbers of guests.

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

On Departure Payment in full

INDIVIDUAL BOOKINGS (FOOD AND BEVERAGE OUTLETS)

TIMETABLE CLIENT REQUIREMENTS* CANCELLATION CHARGES**

To confirm booking at any time A credit card guarantee or a Deposit paid by cheque, BACS or cash to arrive by the day of booking of either the Room Hire charge or £20 per person.(Deposit invoices will not be issued)

From 2pm on day prior to arrival date The Room Hire Charge or £20 per person.

On Arrival Payment in full to have been received or credit card guarantee (On No Show £20 per person)

On Departure Payment in full

*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.