

**IMPORTANT NOTICE: PLEASE READ: THIS AGREEMENT (AGREEMENT) IS A LEGAL AGREEMENT BETWEEN YOU ("YOU") AND 45 PARK LANE OF MAYFAIR, LONDON, W1K 1PN ("THE HOTEL" OR "WE" OR "US") FOR THE PROVISION OF ACCOMMODATION AT 45 PARK LANE SUBJECT TO THE TERMS AND CONDITIONS BELOW.**

The following Terms and Conditions apply to all bookings. We kindly ask that you take a moment to read them prior to making a Booking.

## **1 Terms**

The following Terms apply to all Residents, Guests and Visitors to the Hotel.

## **2 Definitions**

The following defined terms apply to these Terms and Conditions of Access and Residence:

"Accommodation Rate"	means the nightly rate/charge agreed by the Hotel at the time of booking for the accommodation requested by the Resident;
"Duty Manager"	means the duty manager from time to time of the Hotel;
"Guest"	means an individual who is non-resident in the Hotel attending the Hotel for the purposes of using the Hotel's Facilities;
"Hotel", "we" or "us"	means The Dorchester Hotel Limited, including its restaurants, bar, banqueting rooms, club, spa and amenities;
"Hotel's Fire Policy"	means the fire policy adopted by the Hotel displayed in Resident's rooms and the Hotel Lobby;
"Hotel's Facilities"	means the Hotel's restaurants, bar, banqueting rooms, club, spa and amenities;
"Paying Person"	means the individuals, company or association who is/are liable for payment of the Resident's Hotel bill or Guest's bill for the Hotel's Facilities. The Paying Person can be the Resident/Guest;
"Registration Form"	means the Hotel's Registration Form;
"Resident"	means an individual who is resident in the Hotel;
"Services"	means the Services provided by the Hotel from time to time;
"Terms"	means these Terms and Conditions of Residence and Access;
"Visitor"	means an individual either expressly or impliedly invited by the Resident or Guest to the Hotel; and
"You"	means a Guest, Resident or Visitor

### **3 Check-in and check-out time**

- 3.1 Unless otherwise stated, you will normally have access to your rooms from 3.00pm on the day of arrival and check-out shall be no later than 12.00pm on the day of departure.
- 3.2 Unless otherwise stated on the booking confirmation, you may check-in at any time from 3.00pm on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 11.59pm on the scheduled date of arrival unless otherwise agreed directly with us. Any non-secured reservation will be held until 6.00p.m. on the day of arrival at which time we will be entitled to re-let the room, unless you have notified us of a late arrival.
- 3.3 On the day of departure we kindly ask you to vacate your rooms by 12.00 pm (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested, subject to availability, and will be charged at an hourly rate at our discretion.

### **4 Reservations**

- 4.1 Individual guaranteed room reservations cancelled after 3.00pm two days before arrival will be subject to a cancellation charge equal to the Accommodation Rate multiplied by either the first night or an agreed number of nights.
- 4.2 Except where special arrangements have been made with us, specific suite or room numbers are not provided to you prior to your arrival. Where you have been provided with a specific suite or room number we reserve the right to vary the same.
- 4.3 If for any other reason beyond our reasonable control the reserved accommodation and/or room cannot be made available to you, we reserve the right to substitute similar or comparable accommodation or rooms for that booked and such substitution shall be accepted by you as satisfactory performance by us of our obligations hereunder to provide the reserved accommodation.
- 4.4 Situations may arise in which errors or omissions may occur in respect of a reservation. Where we are unable to accommodate or provide Services to you, we will use reasonable endeavours to secure alternative accommodation or Services for you.
- 4.5 If you are more than 20 minutes late for a reserved booking for the Hotel's Facilities such reservation may be released.
- 4.6 At the Hotel's discretion, a cancellation charge may be applied, and shall be paid by you, in the case of cancellation of a confirmed reservation for any of the Hotel's Facilities where we are unable to resell such Hotel Facilities.

## **5 Registration Requirements**

- 5.1 The Hotel's registration requirements are governed by the Immigration (Hotel Records) Order 1972. You must provide your full name, home address and nationality together with full particulars of your next destination, including the full address if known.
- 5.2 Registration Forms must be completed for all Residents. In the interests of security and to prevent fraud, at the time of check-in, you may be required to confirm your identity by providing your booking reference and your passport/identity card/driving licence. If you are travelling from outside the UK, Ireland or any country in the Commonwealth we are also obliged by law to require you to provide the number and place of issue of your Passport or identity card and details of your next destination. These records will be kept for at least 12 months and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party over the age of 16 and we reserve the right to refuse entry to persons who cannot provide the information set out above.
- 5.3 All walk-in and same day booking Residents and Guests may also be required to confirm their identity by providing their passport/identity card/driving licence, regardless of their nationality.
- 5.4 All Visitors to the Hotel after 10.00pm will be required to complete a temporary Registration Form and provide means of identification either by way of passport, valid driving licence or birth certificate.
- 5.5 Guests under the age of 18 may only be registered and checked in to the Hotel if accompanied by an adult.

## **6 Room moves**

If it is not possible to effect a room move in your presence, we are authorised to remove your belongings from your existing room and place them in a new room. You are responsible for the removal of all valuables from your existing room and valuables placed in the room safe and you are advised to place them in the secure deposit facilities available from the Hotel's cashier.

## **7 Admission to the hotel**

- 7.1 We reserve the right of admittance at all times and reserve the right to refuse to let the Hotel's rooms or give access to other areas of the Hotel. The protection of Residents, Guests and

Visitors, the Hotel, Resident/Guest/Visitor and Hotel property and the reputation of the Hotel are of paramount importance. Where, in our reasonable opinion, there is doubt regarding a prospective Resident/Guest/Visitor, access to the Hotel may be declined.

- 7.2 We do not tolerate discrimination whether on grounds of sex, colour, race, nationality, disability, ethnic or national origin and such factors are never taken into account by us in declining admission.
- 7.3 Smoking is prohibited in all public areas of the Hotel.
- 7.4 We operate a complaints procedure and Residents/Guests/Visitors refused admission are entitled to lodge a complaint in accordance with clause 15 herein.
- 7.5 We must comply with certain licensing and statutory regulations and reserve the right to restrict access to the Hotel's Facilities in accordance with the Hotel's licensed capacities as defined by the City of Westminster Council.

## **8 Guests and Visitors**

- 8.1 Visitors may only stay overnight in accommodation if the number of sleepers in your room corresponds with the number of bed types so as to not breach the accommodation maximum specified in the Hotel's Fire Policy.
- 8.2 You are responsible for the conduct of your Guests and Visitors whilst they are on the premises at all times including without limitation their orderly conduct in the Hotel's Facilities and that no noise or nuisance is caused either for the Hotel or its other Guests and clients. You and your Guests or Visitors must cooperate and comply with any reasonable requirements of and with any policies of the Hotel and the Hotel Facilities as may apply from time to time.
- 8.3 Individuals suspected of soliciting or importuning irrespective of whether or not they are a Guest, Resident or Visitor will be denied access to the Hotel.

## **9 Resident/Guest/Visitor Obligations**

- 9.1 All Residents', Guests', Visitors' behaviour, appearance and sobriety must be of a standard appropriate to a Hotel of The Dorchester's standing.

### **Prohibited Uses of the Hotel's Services**

- 9.2 You agree, for yourselves and your Guests or Visitors, not to use the Hotel or its Services for any unlawful purpose or in breach of English law or any other law applicable to the use of the Hotel's Services. Examples of prohibited uses include but are not limited to:

- 9.2.1 commission of any criminal offence including the possession and use of controlled drugs as classified under the Misuse of Drugs Act 1971 and possession and storage of firearms and shotguns in contravention of the Firearms Acts of 1968 and 1997;
- 9.2.2 use of the Hotel's Services in any manner which is an infringement of the rights of any individual, firm, organisation or company within the United Kingdom;
- 9.2.3 discriminatory behaviour or other behaviour which affects the dignity of an individual directed by you or your Guests/Visitors to another individual or individuals within the Hotel including other Residents/Guests/Visitors or staff of the Hotel whether verbal or not, which is of a sexual or racial nature or is based upon disability, age or sexual orientation;
- 9.2.4 any form of verbal or non-verbal conduct which could be regarded as violent, bullying or intimidatory behaviour such as unsolicited touching of Residents/Guests/Visitors or staff of the Hotel;
- 9.2.5 conduct exhibited by Residents/Guests/Visitors which invades the privacy of another individual or individuals including other Residents/Guests/Visitors and staff of the Hotel;
- 9.2.6 entertaining of courtesans or those employed for sexual gratification at the Hotel;
- 9.2.7 holding oneself out as an employee, agent or other representative of the Hotel;
- 9.2.8 taking any step or committing any action which may damage the moral standing or reputation of the Hotel and/or bring its name into disrepute;
- 9.2.9 holding oneself out to be operating a business from the Hotel's premises without written authorisation from the Hotel;
- 9.2.10 soliciting goods and services from Residents/Guests/Visitors and staff of the Hotel without their express consent;
- 9.2.11 installation of recording and surveillance equipment anywhere within the Hotel's premises;
- 9.2.12 (for the protection of the privacy of all our Guests, Residents and/or Visitors) filming and/or photographing for the purpose of public use in any areas of the Hotel without our prior written approval;
- 9.2.13 commercial photography or filming without our prior written consent; and
- 9.2.14 the use of our Intellectual Property including trademarks or trade names without our prior written approval

### **Parking**

- 9.3.1 Limited parking space is available on the forecourt to the Hotel and in the Hotel's garage and priority is given to the parking of owner driven Resident vehicles.
- 9.3.2 We are under no obligation to provide parking for Guests and/or Visitors and/or chauffeur driven vehicles.

9.3.3 Specific arrangements apply to chauffeur driven vehicles, details of which are available from the Hotel's doormen/hall porters.

9.3.4 You will comply with any directions from us with respect to the parking, unloading and delivery of all supplies and confirm that we shall not be responsible for any loss of or damage to your, your Guest's or Visitor's vehicles (or to any deliveries or supplies) howsoever occasioned unless such loss or damage is proved to have been caused by our negligence.

#### **Animals**

9.4 Animals are not accommodated unless assisting Residents/Guests/Visitors with special needs.

#### **Alcohol/food**

9.5 No alcohol or food may be brought into the Hotel for consumption within the Hotel save in accordance with terms agreed between you and the Hotel which will include the application of corkage and cover charge.

### **10 Dealing with complaints regarding Resident/Guest/Visitor conduct**

10.1 We will deal with any complaints made about a Resident and/or Guest and/or Visitor's invasive, violent, bullying or intimidatory conduct or discriminatory behaviour as discreetly and as confidentially as it is able subject to the Hotel's obligations under English law.

10.2 We will explain the particulars of any formal complaint being made against you and provide you with an opportunity to make representations concerning any such allegations.

10.3 Given the potential sensitivity of a complaint to the individuals involved the Hotel and the Resident and/or Guest and/or Visitor agree to take all reasonable steps to keep matters confidential between them.

### **11 Sanctions**

#### **Caution**

11.1 Where Residents and/or Guests and/or Visitors are engaged in conduct which in the Hotel's view is unacceptable, we, at the discretion of the Hotel's management, may as an alternative to asking the Residents and/or Guests and/or Visitors to leave the Hotel issue them with a verbal caution requiring them to refrain from and to provide assurances to not engage in such unacceptable conduct on the Hotel's premises. Failure to comply with such requests will result in the Residents and/or Guests and/or Visitors being asked to leave. We reserve the right to contact the police should in the Hotel's opinion a Resident's and/or Guest's and/or Visitor's conduct warrant this action.

## **Termination of Licence**

- 11.2 If a Resident's and/or Guest's and/or Visitor's unacceptable conduct is deemed by us to be sufficiently serious or we reasonably believe that the Resident and/or Guest and/or Visitor is unable or has no intention to pay for the Hotel's Services we may request any such Resident and/or Guest and/or Visitor to leave the Hotel with immediate effect. In such circumstances, the Resident and/or Guest and/or Visitor will be responsible for the payment of all charges incurred up to the time of departure at the time of departure.

## **Reimbursement**

- 11.3.1 You agree for yourselves and/or your Guests and/or your Visitors to reimburse the Hotel all damages including damage to property, losses, liabilities, including any fines or penalties imposed by any regulatory or trading authority, expenses, costs or other liabilities of any nature suffered or incurred by the Hotel or any of its employees, agents or sub-contractors including any damages or other sums awarded against us under any Judgment by any court of competent jurisdiction, and all settlement sums paid by us as a result of any settlement agreed by it, arising out or in connection with any breach by you, your Guests and Visitors of any of these Terms.
- 11.3.2 We reserve the right to seek damages in respect of damage caused to the Hotel's reputation caused by a breach of these Terms.

## **12 Accounts**

### **Authority**

- 12.1 You warrant that you are over 18 years of age and are authorised by or on behalf of the Paying Person to agree to these Terms and to incur the charges for use of the Services provided by us.
- 12.2 Prior to check in Guests will be required to confirm a valid method of payment for the charges to be incurred for use of the Services provided by the Hotel and you hereby authorise the settling of all outstanding charges by the Hotel by the use of the provided payment method and/or using any of your credit or debit card details held on file authorised for such use.

### **Settlement of Accounts**

#### **Residents**

- 12.3 Charges for usage of any or all of the Services provided by the Hotel will be added to your room account with us and will be due for payment in accordance with the payment terms agreed between the Paying Person and the Hotel.

12.4 Long lets of seven days or more are required to be settled weekly at the front office of the Hotel within 24 hours of the date of the Hotel's invoice.

#### **Guests**

12.5 Charges for usage of any or all of the Services provided by the Hotel are to be settled prior to the Guest leaving the Hotel or in accordance with payment terms agreed in writing between the Paying Person and the Hotel. The Guest is deemed to have authorised the settling of all outstanding charges which can be processed by the Hotel using any credit or debit card details held on file.

#### **Accounts Payable by Third Parties**

12.6 Payments for the Hotel's Services may at our discretion be made by a third party such as a company, association or individual. We are entitled to decline payment by any such third parties. You remain personally liable for all charges for the Hotel's Services until receipt of cleared funds from such third party.

#### **Interest**

12.7 We reserve the right to charge interest at 4% above Royal Bank of Scotland's base rate on overdue balances.

#### **Hotel's Lien**

12.8 We are entitled to secure your property and to hold the same until such time as we are in receipt of cleared funds in respect of all sums due from the Paying Person to the Hotel (the "Sums Due") in accordance with the Innkeepers Act 1878. Should we not receive the sums due within 3 months of the Hotel's invoice then we will be entitled to sell or otherwise dispose of your property. The net proceeds of any such disposal will be credited to the outstanding balance due to us.

### **13 Third party services**

13.1 Where we procure services for you and/or your Guests and/or your Visitors through a third party, all contractual arrangements relating to such services are between you and/or your Guests and/or your Visitors and the third party.

13.2 We do not give any warranty, guarantee or other term as to the quality, fitness for purpose or otherwise of services supplied by third parties. We shall where possible, however, assign to you the benefit of any warranty, guarantee or indemnity given by the person supplying the services to the Hotel.



## **14 Data Protection and Privacy**

- 14.1 We are committed to protecting your privacy and we are registered in accordance with the Data Protection Act 1998.
- 14.2 In order to provide the Hotel's Services to you, we need to record information about you which may include your and/or your Guest's and/or your Visitor's name, contact and billing details, any special dietary or medical requirements, selections made by you and/or your Guests and/or your Visitors on the Interactive Media and Entertainment System and the Services used by you/Guests at the Hotel.
- 14.3 For you, and/or your Guests and/or your Visitors security and protection, CCTV Cameras operate in the public areas of the Hotel. Images from these cameras are passed to Law Enforcement Authorities when necessary.
- 14.4 Except for the purposes described we do not pass your personal information to other organisations unless required by the Paying Person or to comply with any legal obligation to which we are subject.
- 14.5 You agree that we may store, process and pass on personal information about you for the purposes described in these Terms.

## **15 Complaints and claims**

- 15.1 Any complaints and/or claims will be treated with the utmost seriousness. The early reporting of any complaint or claim is in the interests of all parties and accordingly, you are required to report any claims for loss of or damage to property or personal injury to us as soon as reasonably practical after becoming aware of the claim and if this is after you have left the Hotel no later than 3 working days of becoming aware of the claim.
- 15.2 You are requested to make any complaints concerning the level of service or the conduct of our staff or other Residents, Guests or Visitors to the Duty Manager prior to your departure from the Hotel. A senior manager of the Hotel will aim to contact you within 48 hours of any such complaint.
- 15.3 In the event of a claim alleging theft or the misappropriation of property, or violence or intimidatory conduct perpetrated against any Resident, Guest, Visitor or individual in the Hotel, immediate notice of any such claim must be provided to the Duty Manager. We will conduct our own investigation and will involve the police either at the request of a victim to any such claim or where there is a reasonable belief that a criminal offence has been committed.

## **16 Limits on the hotel's liability**

16.1 Nothing in these Terms shall exclude liability for personal injury or death caused by the Hotel's negligence.

16.2 The Hotel's liability is limited as follows:

### **Loss of or Damage to Resident/Guest Property.**

16.2.1 We will not be responsible for the loss or damage of any property left in the Hotel, save for the Hotel's default, neglect or willful act, other than as required under the Hotel Proprietor's Act 1956 and the Local London Authorities Act 2004 (a copy of the notice under such Acts is displayed in the reception of the Hotel) or any other applicable law.

16.2.2 Any liability extends only to Residents with sleeping accommodation at the Hotel and is limited to £750 for any one article and a total of £1500 in the case of any one Guest. We extend the Hotel's maximum liability to £50,000 in respect of property deposited in the secure safe deposit facilities available at reception or £2,500 for property stored in bedroom safes.

16.2.3 The Hotel does not accept liability for claims if you fail: (a) to bring such incidents to the attention of the Hotel within the time periods set out in Clause 15 of these Terms; and/or (b) to co-operate with the police if involved.

### **Other Loss**

16.2.4 Except in respect of death or personal injury caused by the Hotel's negligence, or as expressly provided in these Terms, we shall not be liable to you 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 financial loss or any liability the Residents and/or Guests and/or Visitors may have to a third party, for any loss of profit, business, contracts, revenues, anticipated savings, reputation, goodwill or opportunity, or any indirect, special or consequential or pure economic loss, damage, costs, expenses or other claims (whether caused by the negligence of the 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 you, and the entire liability of the Hotel under on in connection with the Contract shall not exceed the amount of the Hotel's charges for the provision of the Services, except as expressly provided in these Terms.

### **Client instructions**

16.2.5 We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from your late arrival or non-arrival or any other fault of yours.

## **17 Force Majeure**

Where the Hotel's performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control, including floods, earthquakes, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water or other utility service, plant machinery, computers, vehicles, collapsing of building structures, government or public authority interventions, strikes, labour disputes, accidents and emergency repair works, then the Hotel's liability to you shall be limited to refunding to you any sum that it has already paid to us in respect of those obligations that we are unable to fulfill.

## **18 Non-transferable rights**

Unless we otherwise agree, your rights to access and use of the Hotel's services and any other rights under these Terms are personal to you and may not be transferred.

## **19 Third party rights**

Nothing in these Terms or this Contract is intended to or will create any benefit for or right to enforce any of these Terms to anyone other than you and the Hotel.

## **20 Validity of clauses**

If any clause in these Terms is found by any court to be invalid or unenforceable this will not affect the other clauses in these Terms which shall remain in full force and effect.

## **21 Non-waiver**

The failure to exercise or delay in exercising any right provided by these Terms will not prevent us from exercising such rights on a later occasion.

## **22 Disputes**

The parties will attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CCEDR) model mediation procedure.

## **23 Jurisdiction**

23.1 The construction, validity and performance of these Terms and any agreement with you shall be governed in all respects in accordance with English Law.

23.2 The parties hereby submit to the jurisdiction of the English Courts. Nothing in this clause shall limit the right of the Hotel to take proceedings against you in any other court of competent jurisdiction.

23.3 Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).

#### **24 Residents Liability for actions of Guests and Visitors**

You shall be responsible for the conduct of your Guests and Visitors whilst they are at the Hotel and you shall indemnify the Hotel for any breaches of these terms and conditions committed by not only yourself but also your Guests and Visitors.

#### **25 General**

25.1 This Contract constitutes the entire agreement between the parties and 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.

25.2 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.