This is a hotel group booking agreement ("Agreement") executed on this [date] day of [month], [year].

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| --- | --- |
| **BETWEEN** | **AND** |
| [Business Name] | [Hotel] |
| [Company address] | [Company address] |
| [Company address continued] | [Company address continued] |
| [Other contact info] | [Other contact info] |
| (known for the purposes of this Agreement as the "You and Yours.") | (known for the purposes of this Agreement as "Hotel.") |

## Booking details

|  |  |  |  |
| --- | --- | --- | --- |
| Event Name / Group: |  | | |
| Contact details: |  | | |
| Date/s required: |  | | |
| Room/s required: | \_\_\_\_\_twin rooms | \_\_\_\_\_queen rooms | \_\_\_\_\_\_suites |
| Agreed room rate: | $\_\_\_\_twin rooms | $\_\_\_\_queen rooms | $\_\_\_\_\_suites |
| Inclusions: |  | | |
| Minimum nights agreed: |  | | |
| Amendments: |  | | |
| No. of complimentary rooms: |  | | |
| Upgrades: |  | | |
| Booking confirmation |  | | |

**TERMS & CONDITIONS**

1. **Definitions**
2. In these Terms and Conditions:

* *“Best Available Rate”* means the best rate available on any given day for a particular Property which is available.
* *“Booking Credit”* means credit which may be applied to future accommodation or accommodation package bookings with the Hotel.
* *“Hotel”* is the accommodation group.
* “*Non-refundable Booking”* means a booking at any Property which is advertised as a booking that has Booking Conditions that states it is a non-refundable booking.
* *“Peak Season Booking”* means a booking at any Property which is advertised as a Peak Season Booking or which you have been notified by the Hotel is a Peak Season Booking or which is listed on a Website as a Peak Season Booking.
* *“Standard Booking”* means a booking at any Property other than a Non-refundable Booking or Peak Season Booking.
* *“You”* and *“Your”* mean the person who is making the booking.

1. **Quotes and Reservations**
2. Bookings are subject to the availability and applicable pricing of the relevant Property at the time of the booking and some conditions and/exclusions may apply including but not limited to minimum stay requirements.
3. Any quote given is an estimate only of price and the price will only be confirmed once a payment is made on the booking and you receive written advice from the Hotel that the payment has been received and the booking has been confirmed.
4. Any confirmed price is subject to change if:

* a payment which is due on a booking is not received by the Hotel by the date the payment is due; or
* any details relating to your booking are amended, for example your dates of stay, your room type or the number of persons staying under your booking, in which case clause 4 will apply.

1. **Payment**
2. Payments may be made by Visa, MasterCard, Diners, American Express, PayPal, Australian Dollar personal or bank cheques. A non-refundable card surcharge will apply to payment made by Visa, MasterCard, Diners, and American Express. Fees will apply to payments made by PayPal.
3. A 10% deposit must be received within three (3) working days to confirm your booking.

**Payment (continued)**

1. Full payment must be received at least 10 days prior to your schedule day of arrival.
2. If any deposit or final payment is not received by the due date, Hotel reserves the right to cancel the booking and any monies paid by you in relation to your booking will be forfeited.
3. Once final payment of your booking has been made confirmation of that payment and your booking will be sent to you via email to the email you provided at the time you made the booking.
4. **Amendments**
5. All amendments are subject to the availability and applicable pricing of the relevant Property at the time the amendment is requested.
   * Amendments for Standard Bookings may be requested up to 24 hours prior to your scheduled check-in time.
   * Amendments for Peak Season Bookings at any Property may only be requested up to 30 days prior to your scheduled check-in time.
6. If amendments are requested outside the time frames specified in 5a you may be charged a 100% cancellation fee in addition to the cost of your amended booking and any reduction in the amount which is payable by you in such case will be at the Hotel’s absolute discretion.
7. **Cancellation**
8. For standard bookings, if you cancel you booking the following charges will apply in relation to each booking:
   * Up to 10 days prior to your scheduled check-in time: no cancellation fee will be applied and any deposit you have paid for your booking will be returned.
   * Within 10 days but up to 24 hours of your scheduled check-in time: a $50 cancellation fee will be deducted from any monies which you have already paid.
   * Within 24 hours of your scheduled check-in time: a 100% cancellation fee will apply and you will be required to pay to the Hotel the full amount of your booking less any amount which you have already paid.
9. For Peak Season Bookings, if you cancel your booking the following charges will apply in relation to each room you have booked:
   * Up to 30 days prior to your scheduled check-in time: No cancelation fee will be applied and any deposit you have paid for your booking will be returned.
   * Within 30 days of your scheduled check-in time: a 100% cancellation fee will apply and you will be required to pay to The Hotel the full amount of your booking fee less any amount which you have already paid.
10. **Room Allocation**
11. In the unlikely event that the Hotel cannot provide accommodation at the Property for which you have booked, the Hotel will at no additional expense to you relocate you into an alternative property which in the reasonable opinion of the Hotel is of comparable quality and in a comparable location.
12. If a property of comparable quality in a comparable location is not available, the Hotel may relocate you to a property of less comparable quality or less comparable location in which case the Hotel will pay you an amount which it reasonably believes represents the difference between the rate payable for the alternate property and the rate paid by you for the Property at which you had booked.
13. Should you wish to be relocated to an alternative property other than the property chosen by the Hotel under this term, you will be required to pay any difference in price between the Hotel's choice of property and your chosen property.
14. If you and the Hotel cannot agree on an alternative property under this clause then you may request the Hotel cancel your booking and issue you with a Booking Credit for the full amount of that booking less any amounts which you owe to the Hotel.
15. **Facilities and services**
16. Whilst care is taken to ensure that the description of facilities and services of the Hotel is accurate, these are continually being changed, upgraded, and on occasion taken out of service and if any feature/facility is essential to you in choosing a particular property, it is your responsibility to confirm with the property prior to making your booking that the feature/facility will be available during your stay.
17. To the extent permitted by law the Hotel is not liable for omissions, errors or changes to the facilities and services at a property, whether temporary or permanent.
18. Accommodation facilities listed may not apply to all room types.
19. **Special requests**
20. Whilst the Hotel attempts to satisfy all special requests, the Hotel does not guarantee that special requests can be accommodated.
21. **Release, indemnity and proportionate liability**
22. To the extent permitted by the law, you agree to release, indemnify and hold harmless, The Hotel and its current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your booking or your stay at the relevant Property except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgment or loss arose out of, was caused by, attributable

**Release, indemnity and proportionate liability (continued)**

to or resulted from The Hotel's negligence, wrongful act/omission or breach of these terms and conditions.

1. To the extent permitted by law the aggregate of The Hotel's liability to you is limited to an amount not exceeding the amount paid by you for your booking.
2. Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.
3. **General**
4. The Terms and Conditions are governed by and will be construed in accordance with the laws of the State of NSW, Australia.
5. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

## SIGNED

I have read all the terms and conditions and accept all conditions listed in this document.

I declare all information supplied by myself is true and correct.

I confirm I am the official signatory of the organisation and am authorised to sign this agreement on behalf of the organisation.

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| --- | --- | --- |
| **Event organiser representative** |  |  |
| Full Name |  | Position |
| Company name |  |  |
| Signature |  | Date |
| **Hotel representative** |  |  |
| Full Name |  | Position |
| Company name |  |  |
| Signature |  | Date |