

HOTEL GROUP BOOKING TERMS

The Terms and Conditions (the “Terms”) set out below apply to the Booking and form part of the Contract between the Client or Member (the “Client”) and Royal Society of Medicine (the “RSM”).

1. Introduction

- 1.1 These are the Terms that apply when making a group reservation of four or more bedrooms at the RSM.
- 1.2 The Client confirms their acceptance of these Terms when making a reservation.
- 1.3 The RSM reserves the right to amend these Terms and Conditions at any time and the Client should therefore check them each time when making a reservation. The Terms and Conditions applying to the Client’s reservation will be those in place on the date that the reservation is made.
- 1.4 The Terms should be read carefully before confirming a Booking. Contact the RSM if the Terms are unclear as to their meaning.

2. Reservations

- 2.1 The RSM will confirm if it is able to provide the rooms on the dates specified and then confirm the Booking in writing, with a reference number. The Contract will then come into existence between both parties. The reference number must be quoted when contacting the RSM about the Booking.
- 2.2 Booking guarantee. A current and valid credit or debit card number will be required to confirm the Booking. The RSM will usually verify the card details before confirming the Booking and then charge in line with clause 4. If the card is not verified, the Booking will not be accepted or treated as confirmed and the Client will be notified.
- 2.3 E-mail confirmation of acceptance of the reservation will be sent to the email address

provided. The Contract between both parties for the provision of the room(s) and any additional services added to the reservation will be formed upon receipt of the email confirmation.

- 2.4 All reservation details must be checked by the Client to ensure they are complete and accurate upon receipt of confirmation. The RSM accepts no liability for any delay or non-performance incurred by incorrect information.
- 2.5 Any errors or changes to a confirmed reservation, should be emailed. Cancellation Terms apply as below, clause 6.
- 2.6 The bedrooms will be available for check-in from 14:00 on the reservation date booked and check-out is by 10:30 on the day that the room reservation ends. Early or late check-in or check-out can only be arranged subject to availability.
- 2.7 Changes to the Booking must be confirmed via email. The RSM will confirm if the change is possible and confirm any changes to the price of the Booking or Terms.
- 2.8 No shows. Failure to end the Contract in accordance with these Terms and non-arrival will result in full charge for all rooms booked. Such charges will be debited automatically from the credit or debit card provided at the time of Booking.
- 2.9 Accessibility. If the Client or guests have individual needs, such as reduced mobility, the Client should advise the RSM before making the Booking and the RSM will check if the rooms available will meet with individual needs.
- 2.10 Parking. The RSM has a car park, there will be a charge for use and limited spaces available. All vehicles and their contents are left at the owner’s/Client’s risk and the RSM does not accept responsibility for loss or damage (save as may not be excluded or restricted by applicable law).

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Address: 1 Wimpole Street, London, W1G 0AE

Website: www.rsm.ac.uk **Telephone:** +44 (0)20 7290 2900

Company no: 02820374 **RSM Charity no:** 206219 **Vat reg no:** 524413671

2.11 The RSM requires that all outstanding monies be settled before a future booking can be secured.

3. Restrictions on use

- 3.1. No smoking policy. Smoking or vaping is not permitted in any of the rooms or on the premises. Damages will be sought in cases where the Client or guests smoke or vape in the rooms and/or are found to have interfered in any way with any of the fire detection equipment. The amount of such damages shall be determined by the RSM but shall not be less than £100, which is a genuine pre-estimate of the loss in respect of breach of this clause.
- 3.2. Guests are not permitted to conduct patient consultations in either the bedrooms or any other part of the RSM premises.
- 3.3. Pets. The RSM does not allow pets in the bedrooms, with the exception of assistance dogs within the meaning of the Equality Act 2010.
- 3.4. Guest behaviour. The RSM politely requests that the Client and guests always conduct themselves appropriately, comply with the RSM Code of Conduct, observe health and safety guidelines, not cause unreasonable disturbance and respect the premises, neighbours, employees and the other guests. Violent or threatening behaviour is not accepted on the premises.
- 3.5. Liability for the acts and omissions of guests. The Client and guests are responsible for all acts and omissions when staying in the accommodation under the Booking. This includes where any damage is caused to the premises in accordance with clause 3.6 or where the RSM receives a complaint from another guest. The Client is responsible for ensuring that all guests are aware of and comply with the Terms of the Booking.
- 3.6. Damage to rooms. The Client will remain responsible for any damage to the property

or premises caused by the Client or guests within the Booking. In the event of such damage, the RSM will provide a breakdown of the damages due, payable within 15 days of receipt of such breakdown. Where there is a question over the damages due then both parties will review, and during that time the RSM will not charge the fee due until the issue is resolved.

- 3.7. Wi-Fi. The RSM offers Wi-Fi, subject to availability and the Terms of use. In particular, Wi-Fi must not be used to download or upload any unlawful, harmful or obscene materials, or to place an unreasonable burden on the network.

4. Bedroom Tariff and payment

- 4.1. Bedroom prices stated are per bedroom, per night and are inclusive of VAT at the applicable rate at the time of reservation. Should the rate of VAT change between the date of reservation and the date of stay, the RSM may adjust the rate of VAT but the price paid will remain the same. Continental breakfast is included in the tariff.
- 4.2. A deposit payment of 50% of the total Booking value will be required a minimum of 4 weeks prior to arrival.
- 4.3. The remaining balance will be required at least 2 weeks prior to the first check-in date (unless prior arrangement has been agreed). If the Booking is made less than 2 weeks prior to check-in date, then 100% is payable upon Booking. Extras consumed or purchased during the stay will be charged upon departure to the relevant room and to the credit or debit card used to secure the Booking.
- 4.4. Accommodation charges can be added to an RSM venue meeting or event invoice. The terms of the meeting or event will be separate to the accommodation terms.
- 4.5. Food, beverages and other additional charges are not included in the bedroom

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price but may be added to the reservation during the Booking process or during the stay with prior agreement.

- 4.6 The RSM requires all outstanding balances be settled in full before any future Booking can be secured.
- 4.7 The RSM reserves the right to charge the outstanding amount payable to the credit or debit card details submitted.
- 4.8 Any extras added to the Booking will be settled in full upon departure.
- 4.9 Invoices and booking confirmation correspondence will be generated by Royal Society of Medicine Commercial Services Ltd, a whole owned subsidiary of the Royal Society of Medicine.

5. Occupancy

- 5.1 The standard maximum occupancy for the accommodation is as set out below:
 - a) Double room for Single occupancy – 1 adult
 - b) Double, Twin, Accessible and Executive Double rooms – 2 adults or 1 adult and 1 child (17 and under)
 - c) Executive Double with Sofa bed– 2 adults and 2 children (both 17 and under)
 - d) Suites – 2 adults and 2 children (both 17 and under)
- 5.2 Children aged 17 years are permitted to stay in separate room(s) under the responsibility of the parent or guardian. The maximum occupancy for the bedrooms allocated must not be exceeded. The RSM reserves the right to conduct checks on occupancy and compliance with these Terms. Occupancy is not transferable.
- 5.3 Those under 18 years old are not permitted to stay in the RSM unless a parent or guardian is also staying in the hotel.
- 5.4 The RSM reserves the right to request valid photographic proof of identity of age such as passport, driving licence or ID card. Guests

may be asked to provide proof of identity upon arrival. The RSM reserves the right to refuse permission to stay.

6. Cancellation. Client right to cancel

- 6.1 Bedroom Bookings may be cancelled up to 4 weeks prior to arrival date at no charge, however the RSM reserves the right to extend this cutoff date & this will be notified at time of booking. A full refund to the value of the deposit will be processed to the same credit or debit card normally before 09:00 the next working day. It will take 2-5 working days for the funds to reach the account.
- 6.2 Cancellation Terms between 4 and 2 calendar weeks prior to the arrival date will be charged at 75% of the total value of the bedrooms room nights cancelled.
- 6.3 After the 2-calendar week deadline, any cancellations will be charged at 100% of total value of bedrooms room nights cancelled.
- 6.4 Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service.

The RSM's right to cancel. Client breach

- 6.5 The RSM reserves the right to cancel all or part of the reservation at any time with immediate effect by giving the Client written notice (which includes email) if:
 - a) payment is not made within the Terms; or
 - b) the Contract between both parties is breached in any way; or
 - c) The Client or guests have previously breached a Contract with the RSM in any way.
- 6.6 If the RSM cancels the reservation where the Client or guests are at fault, the RSM reserves its legal rights in respect of the breach of Contract. Where the stay had not yet commenced, the total payment made or to be made by the Client for such rooms

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shall be deemed a cancellation charge and is not for any service. This will be charged as follows. Up to 4 weeks prior to arrival date at no charge. A full refund to the value of the deposit will be processed to the same credit or debit card normally before 09:00 the next working day. It will take 2-5 working days for the funds to reach the account.

Cancellation Terms between 4 and 2 calendar weeks prior to the arrival date will be charged at 75% of the total value of the bedrooms room nights cancelled. After the 2-calendar week deadline, any cancellations will be charged at 100% of total value of bedrooms room nights cancelled.

Events outside the RSM's control

6.7 The RSM reserves the right to cancel the reservation if any event outside of the RSM's control (including but not exhaustive: outbreak of disease, pandemic, health and safety issues, fire, explosion, flooding, and failure of power and/or water supplies or emergency evacuation) means that the RSM is unable to make the bedrooms available. In this case the RSM will contact the Client as soon as possible and:

- a) will refund any prepayments; or
- b) further payments won't be due.

6.8 Save as set out above, the RSM will not be liable or responsible for any failure to perform, or delay in performance of, any of the RSM's obligations that is caused by an event outside of the RSM's control. This does not affect the Client's statutory rights.

7. Client and guest information

7.1 Data protection. The RSM complies with the requirements of all applicable data protection and privacy legislation in force in the UK including the Data Protection Act 2018 (and regulations made thereunder), the retained EU law version of General Data

Protection Regulation ((EU) 2016/679), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

8. The Contract

8.1 The Contract is formed upon written confirmation of the reservation between both parties. No other person shall have any rights to enforce any of its Terms, whether under the Contracts (Rights of Third Parties Act 1999) or otherwise.

9. Client, member and guest rights

9.1 Non-business customers have certain rights under consumer protection legislation. Nothing in these Terms and Conditions is intended to affect those rights.

10. Our liability

10.1 The RSM accepts liability for accident and personal injury arising from the RSM's negligence or that of its employees and agents. The RSM does not seek to exclude its liability for fraudulent misrepresentation including by its employees or agents.

10.2 The RSM does not accept liability for failure to meet any of its obligations where such failure is due to events beyond its reasonable control.

10.3 The RSM is not liable for Client or guest property even if such property is lost or damaged whilst on the RSM's premises.

10.4 If the RSM breaches these Terms and Conditions for reasons within its control the RSM shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach.

10.5 Save as prohibited by applicable law, the RSM shall not be liable whether in Contract,

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tort (including negligence) or for breach of statutory duty, or in any other way, for any indirect or consequential losses including:

- i) loss of income, sales or revenue;
- ii) loss of business;
- iii) business interruption;
- iv) loss of profits or Contracts;
- v) loss of anticipated savings;
- vi) loss of data;
- vii) loss of reputation and/or goodwill; or
- viii) wasted management or office time.

10.6 Where the RSM is liable to the Client (save as prohibited by applicable law) the maximum liability to the Client whether in Contract, tort (including negligence) or for breach of

statutory duty shall in no event exceed the price of the reservation unless the Hotel Proprietor's Act 1956 applies, in which case the RSM's liability will be limited to the maximum prescribed under that Act.

11. Applicable law

11.1 These Terms and Conditions, their subject matter and formation (and any non-Contractual disputes or claims) are governed by and construed in accordance with English and Welsh governing law.

I acknowledge that I have received and read the Terms and Conditions and agree to abide by them. If the Contract is signed by the Member/Client and the RSM it will be deemed a Contract formed in the locale of the event and come under English and Welsh governing law. Payment in UK British Pounds Sterling.

Date of Reservation and Departure:/.....

Number of Guests and Rooms:/.....

Total for Revenue for the Booking:

Deposit Amount with Dates Required:

Free Cancellation Cut Off:

Contact Name:

Signature:

Date of Signing:

Authorised to Sign up to the Value of:

Company name:

Position in Company:

Invoice Address:

.....

Purchase Order Number (if applicable):

RSM Management Name (Printed):

RSM Management Signature:

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