

CELTIC WELCOMES TM

BOOKING CONDITIONS TO SUPPLIER

1. Definitions

Throughout these terms and conditions, "we", "our" and "us" refers to Celtic Welcomes Ltd. "Supplier", "you" means the hotel or other organisation which operates the hotel with which Celtic Welcomes Ltd contracts accommodation and/or related services. "Client" refers to coach/tour operator or other organisation for which Celtic Welcomes Ltd contracts a booking at a hotel, on a ferry or both and "passenger" refers to a person staying as a guest at a hotel/travelling by ferry as a member of a group booked by Celtic Welcomes Ltd.

2. Basis of Agreement

2.1 The contracted rates overleaf and the conditions of purchase set out in this document constitutes an agreement of Celtic Welcomes Ltd to purchase accommodation from you for all future agreements entered into between both parties.

2.2 These conditions shall apply to the contract to the exclusion of any other terms and conditions contained or referred to in any other document which has been supplied to us or any purported provisions to the contrary.

2.3 Any utilisation by us of any supplier reference number shall be solely for the purpose of identification for the convenience of the supplier and shall not imply acceptance of any terms and conditions accompanying such reference or in which such reference is embodied.

2.4 No variation or waiver of these conditions shall be binding unless such variation has been expressly conveyed in writing by an authorised representative of Celtic Welcomes Ltd.

2.5 These booking conditions together with our confirmation of booking, rooming lists and signed additional conditions represent the complete agreement between both parties and contain all agreements, warranties, conditions, representations and other terms agreed, made or relied upon by either party in connection with the services.

2.6 This agreement is governed by Scottish Law and is subject to the exclusive jurisdiction of the Courts of Scotland.

2.7 It is your responsibility to bring to our attention any law or other requirement with which you have to comply, or any standard terms of your own, which conflict with these Standard Terms of Business.

3. Prices and Payment

3.1 All future bookings will be at the rates overleaf, unless any special rates are agreed in writing.

3.2 We will not be liable to you for any charges incurred by passengers or our clients for services which we have not contracted, such as telephone, bar or minibar bills or any other items of personal nature. It is your responsibility to obtain payment for such items directly from the person concerned although we will assist you if necessary, on request.

3.3 We will forward all booking payments within 30 days of the group departure, unless otherwise agreed in writing between both parties.

3.4 In the event of a complaint we will not withhold any part of the final payment which is not disputed and we will not pay compensation to our clients without first consulting you. However, if any dispute between you and us cannot be resolved to the satisfaction of both parties after due negotiation, we reserve the right to pay compensation to our clients and to withhold an equivalent amount from our final payment to you.

3.5 One free place per every 20 paying guests in a single room. Groups are calculated on minimum 15 passengers.

4. Liability

We accept responsibility for the acts and defaults of our employees and agents providing they were at the time acting within the scope of their employment or agency agreement. We will not be liable to you or to third parties for any injury or any loss of or damage to property caused by our clients or passengers or guests at your hotel. In the event of any such injury, loss, or damage it is your responsibility to obtain redress directly from the party concerned. We further cannot accept any liability whatsoever where the performance or prompt performance of any part of your arrangements is prevented or affected or where any cancellation curtailment or change has to be made as a result of circumstances over which we have no control. Such circumstances include war, or threat of war, riot, civil strife, terrorist activity, adverse weather conditions, natural or nuclear disaster, fire, traffic conditions, technical or mechanical or electrical breakdowns of transport, industrial disputes, governmental action, port regulations, timetable changes and all similar circumstances.

5. Rooming Lists

We will provide updates of each group prior to departure. Our final rooming list will be forwarded to you 14 days prior to departure. Any additions or changes to the rooming requirements within 14 days of departure will be on a request basis only and subject to availability at your hotel.

6. Cancellation

If we advise on cancellation of a reservation 28 days prior to the contracted arrival of the group at your hotel there will be no charge. This term may be extended with prior agreement between both parties. If cancellation occurs beyond the agreed date of cancellation, cancellation charges will be as follows :

28 to 15 days prior to arrival : 50%

14 to 8 days prior to arrival : 75%

less than 8 days prior to arrival : 100%

7. Complaints

You and your staff will carry out your services and provide your facilities to a high standard. If you or any of your staff receives a complaint or reasonable request from us or from any passenger, driver, courier or other person connected with us, you will promptly attempt to find an appropriate solution. If to your knowledge any complaint about your services remains unresolved when a group leaves your hotel, you will immediately inform us and will assist us in dealing with any claim for compensation made against us as a result of the complaint. We will do our utmost to ensure that any complaints are brought to your attention at the time when they occur in order that they can if possible without delay. However, you must recognise that we sometimes receive complaints and requests for compensation after a group has left your hotel, and you therefore agree to respond in writing within seven days to any written complaint received from us. Celtic Welcomes Ltd must be advised of any complaint from any of our clients immediately.

8. Compliance

You will comply with all laws, rules and regulations directly or indirectly applicable to the provision of your services including, without limitation, those relating to construction, maintenance, insurance, sanitation, hygiene, fire, health and safety; you will ensure that all your staff are properly trained for the evacuation of guests in the event of any emergency; and you will produce to us on demand all relevant certificates, licenses and approvals.

9. Indemnity

You will indemnify us against all demands, claims proceedings, liabilities, damages, costs, losses and expenses (including legal costs, expenses and fees) which may be made against or suffered or incurred by us arising out of or resulting from any act, omission, negligence or breach of contract by you or your employees, agents, representatives or sub-contractors.

10. Special Requests

All special requests will be forwarded to you, and you must provide all requirements or advise immediately if they cannot be accommodated.

11. Publicity

Our name/logo can only be used in publicity once the proof of any promotional material has been agreed with us in writing.

12. Value Added Tax

Rates and costs include VAT unless otherwise specified. This shall be at the rate payable when these Booking Conditions were prepared subject to alteration/change.

13. Booking Related Communication

All verbal and written communication relating to a booking must be conveyed to Celtic Welcomes Ltd and not directly to the client.

14. Confidentiality

All contracts and other reservation documents shall be treated as confidential and must not be disclosed to any third party without the consent of Celtic Welcomes Ltd.

15. Descriptive Matter

You warrant that all brochures, information and descriptive matter which you provide to us, are and will be accurate and not misleading in any way. You will immediately inform us of any change to your hotel which results in any brochure, information or descriptive matter which you have supplied to us becoming misleading or inaccurate, of any change which results in the rooms contracted being no longer available, or of any change to the official or unofficial classification of your hotel. You will be liable to us if we receive a claim for compensation as a result of any inaccurate or misleading information which you provide, or of any failure on your part to notify us of these or any other relevant changes.

16. Commission

Recognising the role of the wholesaler in giving you business, you agree not to solicit business directly from our clients, and that should a client of Celtic Welcomes Ltd attempt to make a booking directly with yourselves, you must refer that client back to Celtic Welcomes Ltd or alternatively Celtic Welcomes Ltd will forward a request for an ex-gratia payment.

17. Withdrawal of Facilities

You undertake that all services, facilities and amenities usually offered by your hotel will be available during our group's stay and that if necessary you will make alternative arrangements for passengers if such services, facilities and amenities are withdrawn or reduced. You must immediately notify us in writing of any such change and you will be liable to us if we receive a claim for compensation as a result of your failure to notify us.

18. Building Work

You must immediately inform us of any proposed building, alteration or renovation work which will be taking place either at your hotel or within the vicinity of the hotel perimeter, which may affect the quality of the passengers' stay at your hotel. We will be entitled, at our sole discretion, to cancel the reservation without penalty if we reasonable consider that such work will adversely affect the quality of the passengers' stay. You will be liable to us if we receive a claim for compensation as a result of your failure to inform us of such work.

19. Annexes

All passengers (including drivers/guides) must be accommodated in your main hotel building, unless a specific alternative agreement has previously been made in writing between you and us. If any passengers are accommodated in an annexe building without our prior written agreement, you will be liable to us if we receive a claim for compensation in respect of inconvenience caused. If we agree in advance that passengers can be accommodated in an annexe, you must advise us of the walking distance (including number of steps up or down) between the annexe and the main building and any general facilities, such as a lift, which are available in the main building but not in the annexe. If such a distance is deemed to be excessive by Celtic Welcomes Ltd and is not reachable by coach you will have to meet any applicable taxi, mini-bus or portage costs incurred by our passengers.

20. Portage

You may not charge us or our clients for portage, unless the requirement for it and the charge have been agreed in writing prior to the arrival of the group.

21. Late Bookings

We ask you, in recognition of the fact that tour operators need to be able to accept late bookings, to make all reasonable efforts to hold extra rooms on option for as long as possible, subject between you and us to ensure that any rooms not eventually sold by the operator are released back to you. Rooms however, held on option by you on our behalf cannot be taken back from us prior to any specific date agreed between Celtic Welcomes Ltd and you without our implicit authorisation to do so.

22. Outbooking

If you find that you are no longer able to accommodate part or all of the group (including drivers/guides) as contracted, you must notify us immediately, in which case the following procedures will apply:-

(i) If you notify us after you have received either a deposit or final payment, we will not accept any change to the reservation whatsoever and you must resolve your problem by other means.

(ii) If you notify us prior to the original or extended latest cancellation date, and if all negotiations between you and us fail to result in the whole group being accommodated in your hotel for the full duration of the tour, you must arrange at your own expense suitable and acceptable alternative accommodation at another hotel of equal or better standard and in an equivalent or better location for the full duration of the tour. A letter of apology must be placed in each guest bedroom and either a complimentary welcome drink/glass of wine be provided with dinner or gift placed for each guest in their bedroom (fruit, chocolates etc.) In no circumstances may a group be divided between two or more hotels, and if you cannot accommodate the whole group you must offer at your own expense suitable and acceptable alternative accommodation for the whole group. The judgement as to standard, if disputed, will be made according to location will be entirely at our discretion. In the event that alternative accommodation is allocated by you and is not reachable by coach, you will have to meet any applicable taxi, mini bus or portage costs incurred by our passengers.

(iii) If you notify us on or after the original or extended last cancellation date or fail, to notify us at all, the same conditions will apply but you will also be liable to us if we receive a claim for compensation as a result of the change of hotel.

23. Meal Plan

Breakfast should be a full Scottish or Irish cooked breakfast and Dinner should be three courses with three choices plus tea and coffee unless otherwise stated.