

General Terms of Business

The Park Hotel

1. Interpretation

1.1 In these General Terms of Business, the following words shall mean:-

- Client - the person, firm or company making a booking or staying at the Hotel;
- Company - means the respective operating company of the Hotel;
- The Park Hotel - is a trading name of the Kilmarnock Football Club Ltd.
- Hotel - a hotel operated and or managed by Kilmarnock Football Club Ltd.; with which the Client makes a booking;

2. Application of Terms

2.1 These terms apply to all bookings to the exclusion of all other terms and conditions except to the extent that specific terms apply for a particular booking and been signed in writing by an Authorised Representative of the Company.

2.2 Confirmation of a booking by the Client is deemed acceptance of these terms. The term Client and Guest shall be used interchangeably in the Terms of Business and reference to any one of them shall be deemed to include reference to the other.

3. Prices

3.1 All published rates include VAT at the current rate.

3.2 The Hotel reserves the right to alter prices for any reason up to the date of booking or up to 12 weeks prior to arrival, whichever is the later.

3.3 After such dates, prices may only be altered to reflect a change in the rate of VAT or for any other reason outside of the control of the Hotel, in which case the changes will be notified to the Client. In the latter event, the Client may cancel the booking without cost.

4. Availability

4.1 All rooms and rates offered by the Hotel are subject to availability and the discretion of the Hotel Manager.

4.2 Limited numbers of suitable rooms may be allocated to individual rates, packages or promotions and, when these allocations are taken up, remaining available rooms may be offered to the Client at a higher price where the Client requires such rooms.

5. Bookings

5.1 Bookings must be guaranteed for the first night's accommodation by a major credit or debit card, by payment of a deposit or by agreement in writing with a company, travel agent or hotel booking agency. At the discretion of the Hotel, full prepayment may be required. At least 3 working days are required to process credit and debit card payments and 5 working days to process cheque payments.

6. Arrival and Departure

6.1 Bedrooms are usually available from 3pm local time on the day of arrival. However,

the Hotel is not in any way obliged to make bedrooms available to Clients at this time.

6.2 Departure is by 11am local time. Failure to check out by 11am local time will entitle the Hotel to charge an additional fee.

6.3 Where possible, at times of high demand when bedrooms are not available at the check in time, Clients may Check in to the hotel and use all the Hotel facilities, subject to any rules and restrictions in place at the Hotel in respect of the use of such facilities, including but not limited to opening times, supervision of children and infants etc. whilst the accommodation is being prepared.

6.4 Clients who are aware that they will be arriving at the Hotel before 2pm local time should inform Reception prior to arrival, however, the Hotel cannot guarantee that bedrooms will be available at the time of arrival before 2pm unless booked from the previous day.

7. Car Parking

7.1 Car parking is available at a Hotel. On-site parking is free to Guests and others users of the hotel however it is subject to availability and cannot be guaranteed.

7.2 The Hotel does not guarantee that a car park space will be available to Clients either at the Hotel or off-site. In particular, when Kilmarnock FC play at home, parking is very limited and will only be granted if the Hotel has been notified in advance.

7.3 The Hotel does not accept responsibility for damage to, or theft from, or theft of vehicles parked on the Hotel premises.

8. Cancellations, Amendments and Non-arrivals

8.1 There is no charge, and any deposit paid will be returned, if a guaranteed reservation is cancelled at any time up to 4pm local time on the day prior to the day that the Client is due to arrive at the Hotel.

8.2 In the event of non-arrival or cancellation after 4pm local time on the day prior to the day that the Client is due to arrive at the Hotel, and where the booking has been guaranteed, a charge equivalent to one night's accommodation at the package rate at which the reservation was made will be levied. Normal terms of payment apply to these charges.

8.3 The Hotel reserves the right to off set any amount payable for such cancellation against the Client's credit or debit card without prior notice or the approval of the Client, where applicable.

8.4 If the Hotel cancels before 4pm local time on the day prior to the scheduled day of arrival, the Hotel's liability to the Client will be no greater than the amount paid by the Client in respect of the booking.

8.5 If the Hotel cancels the booking after 4pm local time on the day prior to the scheduled day of arrival, the Hotel's liability will be limited to the charge for one night's accommodation at the Hotel's rate which applies at the time that the booking was made.

8.6 In the unlikely event that the Hotel does not, for any reason, have the required number and types of rooms available as per the booking, the Company reserves the right to relocate the Client to an alternative hotel of a similar standard in the same locality. The extra and reasonable accommodation expenses incurred for equivalent accommodation (for the first night only) shall at the Company's discretion be paid by the Company. The acceptance of this alternative accommodation by the Client (which does

not release the Client from its obligation to make payment to the Hotel in respect of the booking) shall be in lieu of all other liabilities or obligations which are hereby expressly excluded. The Client acknowledges that neither the Company nor the Hotel accept any liability for any loss or damage suffered by or caused to the Client in consequence of there location of the Client.

8.7 A cancellation number will be provided at the time of cancellation and this should be retained for future reference.

9. Payment

9.1 Settlement of the bill in full, less any advance payments, must be made prior to departure from the Hotel.

9.2 Upon arrival the Hotel reserves the right to request pre-authorisation of the Client's credit or debit card or, where payment is to be by cash, request the client to place cash up to an amount of 1.5 times the room rate multiplied by the number of nights booked.

9.3 All major credit and debit cards are accepted. Personal cheques must be supported by a valid cheque card. Cheques cannot be post dated. Company cheques are not accepted without prior clearance. Accounts may only be forwarded for payment on completion by the Client and formal acceptance by the Hotel of an application for credit facilities, which may be withdrawn at any time. Credit facilities are not offered to private individuals.

9.4 All sums are due for payment on presentation of the invoice. In the event of any query relating to the invoice, the Client must notify the Hotel within 7 days of the invoice date and the Client's obligation to pay all outstanding balances immediately will not be affected.

9.5 The Hotel may charge interest at a rate of 4 percentage points per year above the Royal Bank of Scotland base rate on any outstanding balance before and after judgement.

10. Children

10.1 Children aged 15 years and under must be accompanied by a responsible adult Client at all times to ensure that the children's behaviour is appropriate for other guests within the Hotel.

10.2 Subject to the availability of suitable accommodation, children aged 15 years and under, sharing a room with two adults, may be offered use of a folding bed at a price of £15. There is no discount for Children sharing with one or more adults or in their own room.

10.3 At the discretion of the Hotel, children may be excluded from certain events or promotions where deemed unsuitable or inappropriate.

11. Rooms for Disabled Guests

11.1 Some of our rooms have been furnished to assist access and movement for Guests with disabilities. As needs do vary, Guests are requested to check with the Hotel before booking.

12. Dogs and other Pets

12.1 With the exception of guide and hearing dogs all normal domestic pets are not

allowed in the Hotel. Clients and Guests are asked to check in advance with the Hotel for further details.

12.2 There will be no charge for guide dogs and hearing dogs.

12.3 The Client is responsible for controlling the pet (including guide dogs and hearing dogs) and will be liable for any damage, soilage or injury however caused by the pet.

13. Behaviour

13.1 The Hotel reserves the right to judge acceptable levels of noise or behaviour of Clients, Guests or representatives, who must take all steps for corrective action as requested by the Hotel.

13.2 In the event of failure to comply with management requests, the Hotel may terminate the booking, stop any event immediately and / or ask the Client to vacate the Hotel premises immediately without being liable for any refund or compensation.

14. Right of Refusal

14.1 The Hotel reserves the right to refuse a Client, Guest or representative entry and accommodation if, on arrival, management reasonably considers that the guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.

15. Discrimination

15.1 It is the policy of the Hotel not to discriminate on the grounds of race, colour, nationality, religion, sex, marital status, age, ethnic origin or disability.

15.2 Clients, their employees, guests and all sub-contractors engaged by or on behalf of the Client are expected to adhere to this policy and the Hotel may, without incurring any liability to the Client, remove from the Hotel any person or persons offending against this policy.

16. External Purchases

16.1 No wines, spirits, beers or food may be brought into the Hotel or Hotel grounds by Clients, their guests or representatives for consumption or sale on the premises without the express written consent of the Hotel and for which a charge may be made by the Hotel.

17. Comments and Complaints

17.1 Any comment or complaint regarding the Hotel should be made to the General Manager at the time of visit so that the matter can be resolved immediately.

Alternatively, write within 7 days to the Hotel's General Manager.

18. Statutory Requirements

18.1 The Hotel is subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients, their guests and representatives.

19. Liability

19.1 Other than for death or personal injury caused by the negligence of the Hotel, the

Hotel's liability to the Client is limited to the price of the booking.

19.2 Unless the Hotel is liable under the above condition 19.1, the Client indemnifies the Hotel from and against any and all liability and any claims, proceedings or damages resulting or arising from the booking, event or function, the Client, guests or any outside contractors of the Client.

19.3 The Hotel will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.

19.4 The Hotel does not accept any responsibility for the Client's personal property nor those of its guests, employees, representatives, invitees or contractors including gifts, presents, seminar, conference, exhibition, or other corporate presentation material or such other items brought by the Client, its employees, Guests, representatives, invitees or contractors to the Hotel (cumulatively referred to as the "Client's Property"). The Hotel may, at the request of the Client, provide personnel to assist in carrying, directing, placing, installing or setting up (as the case may be) the Client's Property. The Hotel will not assume custody or control of such articles, which remain on Hotel premises at the owner's risk. In such an instance, the Client acknowledges and accepts that the Client shall remain responsible for the Client's Property and shall not hold the Hotel liable in any manner whatsoever.

19.5 The Client is responsible for any damage caused to the allocated rooms, its furnishings, utensils, fixtures and fittings and equipment in such rooms by any act, omission, default or neglect of the Client, its guests, employees, representatives, invitees or contractors and shall pay to the Hotel on demand the amount required to make good or remedy any such damage.

19.6 Clients should ensure that valuables are covered by the Client's own insurance policy. The Hotel's liability is limited to the terms of the Hotel Proprietors Act 1956, a copy of which is available at Reception in the Hotel.

19.7 Clients must report any loss of or damage to their property immediately on discovery to the Hotel's Management or Security, and shall make themselves available to assist with any reports made by the Hotel to the police.

19.8 Clients shall not enter areas of the Hotel which are indicated as being closed to the public. The Hotel shall not be responsible for death, personal injury or loss or damage to property suffered by a Client and their Guests in such areas.

20. Third Party Liability

20.1 Neither the Hotel, nor the Company accept any liability for services rendered by third parties to Clients notwithstanding that such services may be arranged by the Hotel or the Company.

20.2 Any claim, demand, charge, suit or damages which may be incurred by the Client or their Guests (or any person claiming there under) shall be made directly with such third parties and the Hotel shall render all reasonable assistance in this regard.

21. Insurance

21.1 The Client is recommended to have and is responsible for insurance to cover cancellation, curtailment, and loss of baggage, personal effects and money.

22. Data Protection

22.1 The information provided by the Client may be processed by the Company, and/or the Hotel for the purposes it has notified to the Data Protection Registrar. By confirming the booking, the Client consents to this processing of the information.

23. Dispute

23.1 These terms will be construed in accordance with Scottish law and the Hotel and the Client submit to the non-exclusive jurisdiction of the Scottish courts.

24. Internet Facilities

24.1 Internet facilities are provided by third party providers. Where these facilities are available, the Client acknowledges that there may be disruption to the connection without prior notice and the Hotel shall not be liable whatsoever for such disruption. The Client further undertakes not to use the facility for any fraudulent purpose or in connection with any criminal offence and in contravention of any license and will indemnify the Hotel and the Company against any claim, demand, suit, proceeding or prosecution arising there from.