

Terms and conditions

1) Definitions:

1.1 The following expressions used herewith shall have the meanings respectively assigned to them:

“account”	an account held under this scheme;
“account holder”	the person (including partnerships and companies) in whose name the account is held;
“agreement”	the application form signed by account holder and these conditions of use;
“card”	Accor Business Account card;
“cardholder”	any person using a card issued under the scheme;
“the company”	Accor UK Business and Leisure Hotels Limited;
“credit limit”	the total maximum debit balance that is allowed on the account, the amount of such balance will be determined by the company;
“nominated site”	a site selling Accor or other related Accor brand hotel room nights, meeting and/or event space, food and beverages as notified from time to time by the company to the account holder;
“the scheme”	the Accor Business Account scheme which is subject to these conditions of use;
“scheme address”	Accor Business Account PO Box 6140 Wolverhampton WV1 9RR
“scheme agent”	Atos Worldline;
“scheme helpline”	The Accor Business Account Helpline number is 0845 371 0630;
“supplies”	bedroom room nights, food and beverages, the booking of meetings and/or events as defined in the agreement.

1.2 These definitions include the singular and the plural, also the masculine wherever used within these conditions of use includes the feminine and, where appropriate, the neuter.

2) The Agreement:

2.1 Authorisation by the company of an agreement under this scheme permits the account holder to use cards to obtain supplies for registered cardholders or those individuals nominated as defined in 2.2 from nominated sites. A sales voucher or transaction receipt will be issued in respect of each transaction on the account holder statement.

2.2 Completion of an agreement by the account holder constitutes the authorisation of the company to accept any card issued to the account holder's account in payment for supplies for the registered named cardholder or to individuals pre-advised and nominated by the account holder in respect of services supplied to those so nominated.

2.3 The signature by the cardholder or by an approved signatory for the card of a sales voucher or transaction receipt issued under the scheme shall constitute acceptance by the account holder that the details shown on the

sales voucher or receipt are true and correct in all aspects and that no other conditions affect that transaction except as contained in these conditions of use.

- 2.4 The completed agreement authorises the company to debit the account the sums contained in each sales voucher.
- 2.5 The account holder's statutory rights are not affected by the agreement.
- 2.6 The account holder may cancel the agreement at any time giving 14 days notice in writing to the company at the scheme address. All cards issued to the account must be returned upon cancellation. All outstanding sums will be debited to the account and the balance returned to the account holder or, where appropriate, a statement will be sent showing the amount outstanding, which must be settled within 14 days.

3) Issue of Cards:

- 3.1 Cards will be issued, at the company's discretion, to the account holder at his request upon acceptance of the completed agreement and satisfactory financial search of the account holder by the company. Upon the result of this research, a deposit may be requested. Further cards will be issued on the completion of additional agreement(s), which shall be deemed to become part of the original agreement.
- 3.2 Each card will include the account holder's name and the card number, which will be encoded into the magnetic stripe on the card. Each cardholder must sign the card immediately upon receipt. Cards will remain valid until and including, the date marked on the card.
- 3.3 Cards remain the property of the company and do not confer any right to receive supplies. Cards may be cancelled by the company at any time, provided notice either orally or in writing, has been given to the account holder.
- 3.4 Cancelled cards must be returned forthwith to the company at the scheme address. Any cancelled Accor Business Account Card presented in connection with a transaction for supplies will be retained by the company; a sales voucher will nevertheless be issued for any supplies already obtained by the cardholder and the purchase sum debited to the account.
- 3.5 The account holder shall notify any changes of name or commercial status to the company at the scheme address so that, where necessary, replacement cards can be issued under the scheme.
- 3.6 Faulty or damaged cards will be replaced by the company on receipt of such card(s) by the company at the scheme address.
- 3.7 If any card is lost, stolen or otherwise no longer in the possession of the cardholder, the cardholder shall forthwith notify the account holder and the company at the scheme address or via the scheme helpline. Oral notification shall be confirmed in writing by the account holder, the notification date shall be the date of receipt by the company of the written notification. Until receipt of the written notification by the company the account holder shall be liable for all services supplied and charged to the card that is the subject of non possession. The company reserves the right to charge the account holder for replacement cards.
- 3.8 The account holder may cancel any card upon written notification and return of the card to the company at the scheme address. Until receipt of the written notification and the card is received by the company the account holder shall be liable for all services supplied and charged to the card that is the subject of cancellation. A sales voucher or transaction receipt will be issued in respect of each transaction on the account holder statement.
- 3.9 The account holder shall indemnify the company against all other claims, cost and expenses incurred by the company arising from theft, loss or misuse of card(s), whether fraudulent or not or occurring as a result of any breach by the account holder of these conditions of use.
- 3.10 The company shall not be liable to the account holder for any loss, damage, cost or expense suffered as a result of failure to provide supplies under the scheme.

4) Operation:

- 4.1 The company shall debit the account monthly with the aggregate sum of outstanding sales vouchers or transaction receipts.

- 4.2 A statement showing the amount to be debited from the account holder will be issued to the account holder within 3 working days following the last day of each calendar month.
- 4.3 All sums owing to the company by the account holder as shown on the statement described in 4.2 shall be paid by means of the Direct Debit mandate contained in the agreement. The direct debit will be enacted by the scheme agent acting on behalf of the company on the 14th day of each calendar month or on the next banking day thereafter.
- 4.4 A credit limit equalling your estimated monthly spend will be applied to the account. If your credit limit is exceeded the company will reserve the right to close the account. All outstanding sums will be debited to the account and a statement will be sent showing the amount outstanding, which must be settled within a further 14 days.
- 5) Data Protection:**
- 5.1 The information given on the application form by the account holder to the company will be stored on computer and used for the administration of the account. Accor and the scheme agent is registered under the Data Protection Act 1984 and 1998 or any subsequent amendment.
- 5.2 To help the company and its nominated scheme agent make credit decisions about account holders, to prevent fraud and to check the identity of new account holders, we will, where necessary and appropriate, search the files of credit reference agencies and the scheme agent will record any credit searches on file. The information will be used by other credit grantors for making credit decisions about you and the people with whom you are financially associated for the prevention of fraud, establishing creditworthiness and occasionally for tracing debtors. For marketing purposes the company may share information on the account holder with organisations who are business partners of the company. Signature by the account holder of this agreement will serve as authorisation for the company to use such information as specified.
- 6) The booking of meetings and/or events:**
- 6.1 The booking of any meeting and/or event which requires the payment of a deposit is excluded from the terms of this agreement and cannot be booked using the Accor Business Account.
- 6.2 The booking of any meeting and/or event which is subsequently cancelled will lead to a cancellation charge.
- 6.3 Payment of the cancellation charge outlined above cannot be made using the card and must be made by alternative means of payment.
- 6.4 The event organiser must provide written confirmation authorising the Accor Business Account to be charged for the purpose of booking the meeting and/or the event.
- 7) The booking of Leisure groups:**
The following terms are specific to the bookings of leisure adhoc or series groups booked by bona fide leisure operators.
- 7.1 A deposit to the hotel will not be required if payment of the invoice is processed using the Accor Business Account. This is applicable for a leisure group size up to 25 rooms maximum per individual booking (ad hoc or part of a group series).
- 7.2 Hotels reserve the right to request deposits should numbers exceed 25 rooms per booking, or if the final amount per booking exceeds the monthly credit limit.
- 7.3 The booking of any leisure group which is subsequently cancelled will lead to cancellation charges as outlined in the terms and conditions found in the hotels leisure contract.
- 7.4 Cancellation charges cannot be paid using the Accor Business Account and must be made by alternative means of payment.
- 7.5 The Leisure operator must provide written confirmation authorising the Accor Business Account to be charged for the purpose of the booking.

7.6 The hotel will take pre-authorisation of the group one week prior to arrival and payment will be taken upon departure.

8) General:

8.1 The company shall be entitled to vary or amend these conditions of use at any time by notice in writing to the account holder.

8.2 The company may assign or transfer the agreement and any or all of its rights and liabilities under the agreement.

8.3 The account holder may not assign or transfer the agreement and any or all of its rights and liabilities under the agreement without approval by the company.

8.4 The agreement shall be interpreted in accordance with the laws of England and the parties shall submit to the Jurisdiction of the Courts of England and Wales.