

TERMS & CONDITIONS



Introduction - These Terms are applicable to all Contracts of any kind made by Bustan ("Bustan") and its Guests ("the Guest") and apply to all reservations, bookings and agreements for accommodation, dining, function room hire and use of all facilities at Bustan.

The Guest should note his/her responsibilities, arrangements for payments, cancellation terms and limitations on the liability of Bustan. By booking at Bustan, the Guest confirms that he/she understands and agrees to be bound to these Terms & Conditions.

The Terms & Conditions are conditional on the payment of the Deposit used as a method of guarantee.

In these Conditions:

"Arrival" means the date on which the Facilities are to be provided or shall start to be provided by Bustan.

"Guest" means the person for whom Bustan has agreed to provide the Services in accordance with these Terms.

"Deposit" as mentioned in the Instruction is the down payment for a reservation.

"Services" means the provision of accommodation, function Conference room hire and/or supply of food and beverages and other Services by Bustan for the Guest or company.

All companies and individuals using Bustan's facilities must read and sign these Terms & Conditions.

If a Guest, or a representative of his/hers, such as his/her employer/ paying party does not sign our Terms & Conditions at time of reservation, he/she will not be permitted to stay at Bustan.

Bustan reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms & Conditions at any time.

By signing these Terms and Conditions, the Guest recognizes that he/she is aware of and agrees with these changes.

Reservation/Booking Policy - Company/individuals are to make reservation either through phone or email; the reservation must include the following information: guest's name, either standard room or VIP suite, the company the guest is working for and the length of stay they will be staying at Bustan Hotel.

Upon taking the booking our reservations department will send you a booking reference number as well as a work order with all relevant documentation.

This is then sent to the named party or company and must be approved and signed and then sent back to our reception. Upon receiving this work order your reservation is secured and confirmed.

Cancellation Policy - All cancellations must be sent via email we will not accept a cancellation via the phone for bookings that are already confirmed and signed for. The following cancellation charges apply:

- If a Guest cancels a reservation 48 hours before he/she is due to arrive, no cancellation charge will apply.
- If a Guest cancels a reservation 24 hours before he/she is due to arrive, Bustan will keep 50% of the Deposit as a cancellation charge.
- If a Guest does not show up or Bustan receives a cancellation less than 24 hours prior to the arrival date, Bustan will keep 100% of Deposit.

Premises Policy - Bustan is a closed compound and only guests of the hotel are allowed inside the premises. No Guests staying at Bustan are authorized to bring any visitors to our hotel without prior Management approval.

Once a guest has checked in, our security guard will allow them through the gate and you will be greeted by our receptionist greets. Our security guards will only allow registered Guests access through the main gate. If a Guest arranges a car transfer, the driver of the vehicle has to wait at reception. He will not be allowed inside the premises.

Room Policy - Bustan charges on a room basis. Bustan may vary the Standard Charges for the rooms from time to time.

If 2 Guests are booked into one room, an additional charge of \$40 per night will apply for additional food and dry cleaning. If 2 Guests are staying in one room, the names of both Guests and their relation to each other must be given at time of reservation.

Housekeeping starts work at 8am on a daily basis and commences cleaning as soon as the Guest leaves the room for the day. Bustan shall have no liability to the Guest for any loss or damage of/to personal belongings arising during his/her stay at Bustan.

In respect of death or personal injury, Bustan shall not be liable to the Guest by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Bustan, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Guest.

Guests that use their personal electrical equipment will use it at their own risk. In particular, Bustan will not in any case compensate for damage to personal electrical equipment, including damage that could be traced back to any deficiency in Bustan's electrical installations.

In addition, all electric and electronic devices must comply with Libyan regulations and standards.

Any electronic device emitting on any regulated radio frequency that the Guest may wish to bring in Bustan premises must be registered and authorized at reception, with the sole exception of common-use GSM/satellite phones, Bluetooth and Wi-Fi equipment. Bustan may at its discretion arrange for its own personnel or contractors to inspect any such equipment, and the Guest will have to comply immediately with any requirement or directions arising from such inspection.

Conference Room Policy - When a company chooses to book a conference an email must be sent to Bustan Hotel with required dates of conference and number of delegates.

Upon receiving a booking our events Coordinator will contact you with a conference proposal offer. If the company accepts the proposal a Purchase Order must be sent and approved by the company to Bustan.

Once a reservation is confirmed for the conference room the company will not be able to cancel the reservation without receiving some form of cancellation charge.

All cancellations must be sent via email we will not accept a cancellation via the phone for bookings that are already confirmed and signed for. The following cancellation charges apply:

- If a Conference is cancelled 48 hours before it is due to commence, no cancellation charge will apply.
- If a Conference is cancelled 24 hours before it is due to commence, Bustan will keep 50% of the Conference rental charge.
- If a Company does not show up or Bustan receives a cancellation less than 24 hours prior to the conference date, Bustan will keep 100% of conference rental charge.

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I agree to all of the above. (please sign on 2nd page as well)

Booking reference _____

Name _____

Signature _____

Date _____

TERMS & CONDITIONS



Use of Pool - Bustan does not accept any liability if an accident happens to any Guest while swimming when a lifeguard is not on duty.

Check in/out - The Guest must check in after 1:00pm. If a Guest arrives early, he/she can use all of Bustan's facilities but will not have access to his/her room until 1:00pm.

The Guest must check out no later than 11.30am. The Guest will be able to use all of Bustan's facilities until time of departure, but will not be able to have access to his/her room after this time.

Payment - All Guests must settle their bill upon check out via either cash or credit card. We accept Visa Credit, Visa Debit, Visa Electron, MasterCard, JCB, Maestro, (UK) Solo.

If a prearranged agreement has been organized with Bustan and the Guests' employer, no payment will have to be settled at the Guest's check out.

An invoice will be issued and either sent directly to the Guest's employer or given to the Guest.

Should a Guest decide to pay by credit card he/she will be presented with adequate Terms & conditions applying to the payment.

Restaurant Policy

Opening/Closing times - Breakfast is served from Sunday through to Thursday from 7:00am until 9:00am.

On Fridays and Saturdays, breakfast is served from 7:00am until 10:00am.

Dinner is served from 18:30pm until 21:30pm throughout the week.

If someone invites a guest, he needs to register this at reception. The meals will be charged to the Guest's final bill which he/she will settle on check out.

Medical Emergencies/Insurance Policy - All Guests are welcome to use all of Bustan's facilities but must sign an **Understanding of Personal Risk** before using Bustan's gym, swimming pool and further sports and leisure facilities.

Bustan does not accept any liability if a Guest injures him/herself while using any of Bustan's equipment.

In the event of a medical emergency, all Guests fall under our emergency response procedure.

All Guests must provide medical insurance information and policy numbers upon Check in, so that in the event of an emergency Bustan can contact all relevant parties and next of kin.

Emergency Cards detailing all important numbers to call in case of medical or security issues are available in every room.

Information on our Health & Safety procedures is displayed throughout Bustan's premises.

Personal Data - The Guests' personal information refers to the data obtained from his/her in connection with the service provided.

Bustan understands the importance of privacy and promises to respect the Guest's personal information.

Information is collected lawfully (and in accordance with the Data Protection Act 2001 (UK)).

Bustan ensures that the Guest's details are accurate and up-to-date. Bustan will use personal information for the following reasons to provide first class service:

- If a Guest cancels a reservation 48 hours before he/she is due to arrive, no cancellation charge will apply.
- To confirm, update and improve customer records
- Identify and inform the Guest of services that may be of interest
- Analyse and develop a relationship with the Guest

A Guest's personal information will only be used to stay in contact with him/her to inform the Guest by letter, email or telephone about our services that may be of interest.

The Data Protection Act 2001 - The Data Protection Act 2001 has been enacted on the 14th December 2001 and the section concerning the appointment of the Data Protection Commissioner and the Data Protection Appeals Tribunal has been brought into force as from the 22nd March 2002.

It is therefore Bustan's legal duty to respect and protect any personal information collected from the Guest.

Bustan takes all safeguards necessary to prevent unauthorised access and does not pass on details collected from the Guest as a visitor, to any third party unless you give us your consent to do so.

Legal Policies - Bustan Hotel is governed by Libyan Law. If a Guest breaks any Libyan law then responsibility lies solely with the individual.

Bustan accepts no responsibility for any Guest that has broken any Libyan Law. If a Guest breaks the law while staying at Bustan, Bustan will take necessary action.

The Guest will indemnify Bustan in connection with any loss or damage caused to Bustan, its staff, contractors, clients and Guests or to any property of Bustan or any such persons arising out of the engagement of any External Contractors.

Bustan will not compensate the Guest for any circumstances arising from his/her late arrival or non-arrival.

Other Conditions

Pet and Guide Dog Policy - Bustan does not allow animals on its premises unless the animal is assisting a Guest with disabilities. In such case, the animal will be accommodated free of charge.

Bustan's guest rooms are accessible by wheelchair, but Bustan does not provide special toilet facilities for disabled guests.

Dress Code & Behaviour - Bustan kindly asks the Guest to respect Libya's culture and religious customs and dress in a decent, non-offensive way at any time during his/her stay at Bustan's premises.

The Libyan Culture is very traditional.

Bustan therefore asks its Guests to always treat Libyan Nationals with respect and courtesy.

The Guest is responsible for his/her behaviour at Bustan and in particular for the orderly conduct of Guests attending any function or staying in the Bustan Hotel or otherwise making use of the Services. The Guest must ensure that no noise or nuisance is caused either for Bustan or its other Guests and clients.

The Guest must comply with any reasonable request of Bustan with any policies that may apply to the Services from time to time.

Bustan's Management reserves the right not to allow a Guest to continue to stay at Bustan's premises if the Guest shows rude or/and abusive behaviour towards either Bustan staff or other residing Guests.

The Guest will be kindly asked to settle his/her bill and leave the premises immediately.

Car Transfers - Our transport services are available 7 days a week. The Guest can book airport transfers to and from the airport at reception for \$50.

There is an additional charge of \$10.00 per hour if a guest would like to hire a driver for personal use during his/her stay. These charges will be added to the Guest's final invoice.

Further Information

Should you wish more information about our services, Terms and Conditions, please go to: www.bustanhotel.com.

Or if you would like to receive a copy of the information we hold about you, please send an email to: customerservices@bustanhotel.com

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I agree to all of the above. (please sign on 1st page as well)

Booking reference _____

Name _____

Signature _____

Date _____