

## **Travelodge Business Account Card Terms & Conditions**

The agreement between You and Travelodge Hotels Ltd, a company incorporated under the laws of England, with a registered office at Sleepy Hollow, Aylesbury Rd, Thame OX9 3AT, Company No. 769170 is contained in these Terms and Conditions, Travelodge Hotels Ltd Standard Terms of Business and Your completed application form. If there is any conflict between these documents these Terms and Conditions will prevail.

### **1. Definitions**

“Account” means the Travelodge Business Account Card.

“Account Holder” means the person or organisation identified against “Account Name” in the Account Details.

“Agreement for Credit” means the agreement that You are entering into with Us to open Your Travelodge Hotels Ltd Account that incorporates these Terms and Conditions.

“Applicant” means the person who is authorised and is applying for the Travelodge Business Account

“Card” means a Travelodge Business Account Card(s) issued in accordance with these Terms and Conditions.

“Card Holder” means any person issued with a Card by Us at Your request.

“Credit Limit” means the maximum debit balance allowed on your card or account.

“Direct Debit Payment Date” means the date on which monies due will be collected automatically by Direct Debit. The Direct Debit will be collected on or within three working days after the specified due date as advised on the statement.

“Goods” means those products (excluding Gift Cards, delivery charges or any other ancillary charges) which are offered for sale by Travelodge Hotels Ltd.

“G-T-P” means G-T-P Group Ltd, a company incorporated under the laws of England with a registered office at White Cross, Lancaster, LA1 4XE, Company No. 4651546.

“Outstanding Balance” means the total of all monies owed. The amount which would be the Present Balance together with any further transactions notified.

“Present Balance” means the amount outstanding by You at the end of the statement period. This includes previous balance plus purchases, interest and charges accrued during the current period less any payments, refunds or goodwill credits accrued during the current period.

“Previous Balance” means the Present Balance as shown on Your previous statement.

“Standard Terms of Business” means the standard terms and conditions of Travelodge Hotels Ltd, a copy of which are available on written application to the Company Secretary at Sleepy Hollow, Aylesbury Rd, Thame OX9 3AT.

“Transaction” means any payment or refund for goods obtained by the use of this card.

“We/Us/Our” means Travelodge Hotels Ltd, its successors or anyone else appointed by Us to operate Your Account.

“You/Your” means the Account Holder and/or the Applicant

### **2. Issue of a card**

i. If We accept Your application, We will open an Account in Your name and issue You with a Card for each director, partner or employee nominated by You in writing.

ii. You are entitled, subject to these Terms and Conditions, to allow Card Holders to use the Card issued to them for payment for goods or services supplied by Us (and such other companies which We may specify from time to time) up to the credit limit set by Us for Your Account.

iii. All Cards will at all times remain Our property (or the property of such other Company as we may from time to time specify) and must be returned immediately upon request, cut in half across the magnetic strip or chip. We may upon immediate notice suspend or restrict the right of all or any Card Holder(s) to their Card and may cancel all or any of the Cards at any time.

iv. You must ensure that all Cards are signed by the Card Holder nominated by You upon receipt and will not use that Card nor part with possession of it before it has been signed.

v. Whenever You or a Card Holder uses a Card to purchase goods or services from Travelodge Hotels or [www.travelodge.co.uk](http://www.travelodge.co.uk) we will debit Your Account with the amount of each transaction, even when, by exception, such purchase is in excess of the Account credit limit or, when

applicable, an individual Card Holder's credit limit. This will not constitute our approval of an increase in Your Account credit limit or the individual Card Holder's credit limit.

vi. All cards will be sent out 'Inactive' and upon receipt can be activated by logging onto [www.card-activation.com/travelodge](http://www.card-activation.com/travelodge). In all cases the Card Holder's correct date of birth will have to be entered to activate the card.

vii. Cards issued are valid for 2 years rolling subject to usage. Cards not used for 12 consecutive months will be stopped.

viii. Re-issue of lost and/or stolen cards will be made at a charge of £3.00 per card to the Account Holder

### **3. Use of a card**

i. Your use of the Card will amount to Your irrevocable acceptance of Our Terms and Conditions.

ii. We will be entitled to treat any signed application received by fax as though We had received an original signed application form.

iii. We will be entitled to treat any application form received electronically as though We had received an original signed application form.

iv. Cards are to be used only for the purchase of goods and services for Trade purposes and must not be used for purchases for any other purpose.

v. If an amount is debited to Your Account through use of the Card or by authority of You or an additional Card Holder, the transaction will be valid even if there is no sales voucher or the transaction is contrary to these Terms and Conditions.

vi. We may accept as sufficient authority to debit Your Account an instruction telephoned or otherwise given to Us by a person who identifies Your Account and who represents themselves to be You or a person authorised by You.

vii. The Card Holder must not use the Card before or after the period in which it is stated to be valid or after any cancellation or withdrawal notification is given by Us.

viii. We reserve the right at Our absolute discretion to refuse to authorise the transaction made with the card.

ix. Card(s) are valid for use at; [www.travelodge.co.uk](http://www.travelodge.co.uk) and the Travelodge call centre. Card(s) are also valid in all hotels with the exception of; Spain, Northern Ireland, the Republic of Ireland and our 3 hotels at Glasgow Airport, Bolton West M61 Southbound and Newport Magor.

### **4. Credit limits**

i. We may vary or withdraw your Credit Limit at anytime with or without notice to You.

ii. Credit limits are approved for the Account and must be shared with any additional Card Holders.

### **5. Payments**

i. Soon after the end of each month We (or G-T-P on our behalf) will send you a statement showing the cost of purchases made and any other charges to which We are entitled under this Agreement up to and including the end of the month. You will check the statement carefully as soon as You receive it and will raise any queries with Us within 5 working days.

ii. The full amount shown as the Present Balance on the statement (the "Present Balance") must be paid on or before the 1st of the month next but one after the month to which the statement relates (the "Payment Date") (so that, for example, the amount shown on a statement for September must be paid in full by the next following 1st of November). Direct Debits will be collected on the 1<sup>st</sup> of each month or the next banking day. If payment of the Present Balance is not made in full by the Payment Date then under the Late Payment of Commercial Debts Regulations 2002 we can exercise our statutory right to charge interest and an administration charge on all invoices overdue.

iii. In the event of failure to pay on the Payment Date We reserve the right to put the Account on stop and for the full Outstanding Balance of the Account becoming payable immediately. Interest will accrue on the full Outstanding Balance from the date of the first failure to pay until the Outstanding Balance is paid in full.

iv. We reserve the right to charge a fee to You for any unpaid Direct Debit or late payment.

- v. If You amend or cancel Your Direct Debit Instruction You must immediately inform Us. You will ensure that a valid Direct Debit Instruction is in place at all times.
- vi. We reserve the right to debit Your Account with the costs of any actions We take to recover any overdue amounts. Payment must be made to Travelodge Hotels Ltd .
- vii. You will pay all reasonable expenses incurred by Us that may arise directly or indirectly as a result of a breach of these Terms and Conditions.
- viii. The whole of the Outstanding Balance will become immediately due and payable on demand if You become bankrupt or die; or
  - a) being a limited company, if You have a petition for the making of an administration order or for compulsory or voluntary liquidation presented or a receiver is appointed over all Your assets; or
  - b) if You cease to trade or threaten to cease to trade; or
  - c) if You fail to observe or perform any of these conditions.
- ix. On the occurrence of any of the events referred to in sub-clause 5(viii) above Your obligations will remain in full force and effect until such time as duly satisfied.
- x. All queries relating to statements or invoices should be notified within five days of receipt.
- xi. Subject to any breach of the above terms caused by You We reserve the right to cancel any pre booked room(s) and reserve the right to charge a cancellation fee.

## **6. Closing the Account**

- i. You may close Your Account by giving Us written notice, returning all Cards and paying the Outstanding Balance including any purchases and/or other charges debited to Your Account and including interest and costs until we receive all Cards that have been issued. Cards must be cut in half across the magnetic strip or chip before being returned.
- ii . We may at any time suspend the use of your Account or close your Account and require You to return all Cards and pay the Outstanding Balance by giving You written notice. If we close Your Account You will be required to pay the Outstanding Balance including any purchases and/or other charges debited to Your Account and including interest and costs until we receive all Cards that have been issued. Cards must be cut in half across the magnetic strip or chip before being returned.
- iii. We may close this account and terminate this agreement with immediate effect if:
  - a) You or any Card Holder breach any of the provisions of this agreement,
  - b) The organisation becomes unable to pay it's debts within the means of Section 123 or 268 of the Insolvency Act 1986 or any step taken with a view to appoint an Administrator,
  - c) In a case of a Partnership, the Partnership is dissolved,
  - d) In the case of an individual, the individual becomes bankrupt or makes any composition or arrangement with creditors, or
  - e) Or we reasonably believe that any of the above events are about to occur.

## **7. Lost, stolen or misuse of a card**

- i. If any card issued for Your Account is lost, stolen or misused (including unauthorised possession as a result of any Card Holder ceasing to be authorised to use a card). You must immediately notify Us on 0844 335 2820. You will indemnify Us for any loss, liability or costs We incur arising out of any such loss, theft or misuse. Any transactions/payments that have been made prior to you notifying us of these circumstances will not be refundable. Cards that are altered, amended, defaced, damaged or copied are invalid. (We may make a small administration charge to replace Cards).
- ii. You shall give Us information in Your possession as to the circumstances of the lost, theft or misuse and take all reasonable steps to assist Us to recover the relevant card and any losses including those after You are aware of any fraudulent use. You will notify the police in respect of such loss or theft so as to obtain a crime reference or lost property number.

## **8. Joint & Several Liability**

- i. Where this agreement is signed by or on behalf of more than one individual, any liability arising under it shall be deemed to be the joint and several liability of all such individuals and any demand for payment made or notice given by Us to any one or more individuals so jointly and severally liable shall be deemed to be a demand made or notice given to all such individuals.

## **9. Duration**

i. This agreement shall commence on either the date of signature or the first use of any Card by You or any Card Holder whichever falls earliest and shall continue until terminated in accordance with the provisions made in clause 6.

## **10. Variation of this Agreement**

i. We may vary all or part of this agreement at any time upon giving you seven days prior written notice.

ii. Where we give notice under this agreement, such notice will be deemed properly served upon You at the address detailed in this agreement or the one last notified to us.

## **11. General**

i. You agree to notify Us immediately in writing should a Card Holder cease to be authorised by You to use a Card and of changes to Your address or Bank details.

ii. To provide evidence of a business transaction and/or monitoring quality control or for staff training purposes telephone calls and electronic communications may be monitored and recorded.

iii. We will not be liable in any way should You or a Card Holder be unable to use the Card or if We are unable to comply with Our obligations under this Agreement due, either directly or indirectly, to any industrial action or data processing or transmission link failure or any other cause beyond Our reasonable control.

iv. We may vary these Terms and Conditions by giving You not less than seven days written notice at any time. Any waiver or indulgence granted by Us shall not affect Our rights.

v. We may transfer Our rights and/or obligations under this Agreement, but this Agreement shall be personal to You and You will not permit any person other than the Card Holder to use the Card issued to them by Us.

vi. This Agreement will be governed by the laws of England and Wales.

vii. We reserve the right to charge an administration fee for copy invoices, copy statements or Business references.

## **USE OF YOUR INFORMATION**

### **Use of Agents**

G-T-P Group Ltd (registered no. 4651546) ("G-T-P") White Cross, Lancaster LA1 4XE will be responsible on behalf of Travelodge Hotels Ltd for processing this application, issuing statements and processing payments due in respect of Your use of the Account. You accept that G-T-P will be processing information about You and the conduct of Your Account as set out in these Terms and Conditions and that the Direct Debit Instruction authorises Your Bank or Building Society to make payments to G-T-P.

### **Credit Reference Agencies, Bank References and Fraud Prevention Agencies**

Before entering into and during this agreement, G-T-P on Our behalf may undertake a search with a licensed credit reference agency before accepting your credit application. We may also make enquiries about the principal directors or proprietors with a licensed credit reference agency. The credit reference agency will record these searches for others to view. We will monitor and record information relating to your business credit performance and such records will be made available to licensed credit reference agencies and other organisations to assess applications for credit. Details about You and those of whom You are financially linked may be used only to help make credit decisions on You (including this application) or on members of Your household or occasionally for fraud and money laundering prevention or to trace debtors.

It is important that you give us accurate and complete information. We may check your details with fraud prevention agencies and if you give us false or inaccurate information and we suspect fraud, we will record this. We may use a credit scoring or other automated decision-making system when assessing Your application. We may also obtain a reference from Your Bank in order to support Your application. If You do not repay in full and on time, We may inform credit

reference agencies who will record the outstanding debt. Please write to Travelodge Business Account Card Customer Services, Lancaster LA1 4XE if you want to have details of those credit reference and fraud prevention agencies from whom We (or G-T-P on our behalf) obtain and to whom we pass information about You.

**Who holds information about You and Disclosure of Your Details to Others**

For the purposes of administering Your Account, information about You, and the conduct of Your Account will be held on record by Travelodge Hotels Ltd and G-T-P to process payments and administer Your Account as set out in these Terms and Conditions. We or any Travelodge Hotels Ltd associated company may also process your information for the purposes of internal Accounting and for market/statistical analysis and market research purposes. We may disclose any information relating to Your Account where We are required to do so by law or any authorised body or any organisation appointed by Us to administer the Account or to any party to whom We may transfer the whole or any part of our business (including the right to receive payments from You).

**Marketing**

We would like to keep you informed of our products and services when we think they may be of interest to you. These may be offered by post, telephone or by email. We never pass our customers' details onto other companies to use for marketing purposes. We carefully select which customers receive which marketing activity, and as far as is possible make it relevant each time.

Please note that at any time in the future, you will be able to opt out of receiving further marketing activity - for example our promotional emails always carry an 'unsubscribe' link which will take effect within 10 working days.