

DAR AL TAQWA HOTEL HOTEL (MADINAH) LIMITED TERMS AND CONDITIONS

These Terms are applicable to all Contracts of any kind made Dar Al Taqwa Hotel (Madinah) and its clients (“the Clients”) and apply to all reservations, bookings and agreements for accommodation, dining, function room hire and use of all services at Dar Al Taqwa Hotel.

Clients are invited to read these provisions and note their responsibilities, arrangements for payments, cancellation terms and limitations on the liability of Dar Al Taqwa Hotel. The Contract is conditional on the payment of the Deposit.

TERMS OF SUPPLY

1. INTERPRETATION

1.1 In these Conditions:

“Arrival”	means the date on which the Services are to be provided or shall start to be provided by Dar Al Taqwa Hotel.
“Client”	means the person for whom Dar Al Taqwa Hotel has agreed to provide the Services in accordance with these Terms;
“Contract”	means the contract for the provision of the Services including these Terms as appropriate;
“Deposit”	means the payment specified in Schedule;
“Services”	means the provision of accommodation, function room hire and/or supply of food and beverages and other Services by Dar Al Taqwa Hotel for the Client described in writing by Dar Al Taqwa Hotel and on its website or in its brochure. The Schedule of deposits and payments and cancellation terms annexed to this Agreement;
“Schedule”	Agreement;
“Standard Charges”	means the charges shown in any brochure of Dar Al Taqwa Hotel or other published literature relating to the Services in force from time to time;
“Terms”	means these terms and conditions.
“Group”	a group booking comprises of six rooms or more and may also include other contracted services and use of Dar Al Taqwa Hotel’s facilities
“Event”	means an event which takes place in one of the Hotel’s private dining rooms or suites
“Party”	means a booking in Dar Al Taqwa Hotel for lunch or dinner for more than 10 people

PROVISIONAL RESERVATION AND CONFIRMATION OF RESERVATIONS

If Dar Al Taqwa Hotel confirms the reservation this Contract is conditional on the Client supplying credit card details and the authority for charges to be deducted (including cancellation charges) on the payment terms outlined in the Schedule.

If credit card details and payment authority is not given to Dar Al Taqwa Hotel by the Client then subject to any outstanding obligation due to Dar Al Taqwa Hotel from the Client the Contract will cease to be of effect. The Services that are the subject of the provisional reservation will be released and be resold without any further notification to the Client.

SUPPLY OF SERVICES

Dar Al Taqwa Hotel shall provide the Services to the Client subject to the Contract.

The Client shall at its own expense supply Dar Al Taqwa Hotel with all necessary data or other information relating to the Services within sufficient time to enable Dar Al Taqwa Hotel to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all such information. Specific information requirements are contained in the Schedule. Dar Al Taqwa Hotel may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

Dar Al Taqwa Hotel Madinah does not condone any form of bullying or harassment in the workplace. If the harasser is a guest of or a visitor to the hotel, the employee should instead convey promptly and clearly their feelings of discomfort to a manager and explain if it is interfering with their work. The manager will then deal with the matter in the most appropriate manner. The employee is strongly discouraged from raising this personally with the guest.

CHARGES

The charges payable by the Client shall be detailed in writing by Dar Al Taqwa Hotel. If no charges are specified or additional and varied Services are provided to the Client, the Client shall pay the Standard Charges at the prevailing rate on the day the Services are provided and any additional sums which are agreed between Dar Al Taqwa Hotel and the Client for the provision of the Services.

Dar Al Taqwa Hotel may vary the Standard Charges from time to time.

All charges quoted to the Client for the provision of Food and Beverage Services are inclusive of any Value Added Tax at the applicable rate at the tax point unless otherwise stated.

DEPOSIT PAYMENTS

The different requirements for Deposits are set out in the Schedule.

PAYMENT

The payments to Dar Al Taqwa Hotel to be made by the Client (including Deposits) are to be made on the date(s) and in the amounts to be calculated as specified in the Schedule.

If any services under the contract are varied prior to arrival then the payment made will reflect the latest details contained in the written details of Dar Al Taqwa Hotel.

Any additional charges due to Dar Al Taqwa Hotel from the Client for the Services shall be paid by the Client on presentation of an invoice.

For all guests arriving at the hotel, Dar Al Taqwa Hotel Madinah reserves the right to preauthorise a credit card in the amount of the total spend on room and incidentals. The hotel reserves the right to top up the amount held through the stay if required. Dar Al Taqwa Hotel Madinah is NOT charging your credit card. A pre-authorisation is a security guarantee for payment only. The pre-authorisation amount is not held by the hotel, the company who provide

the credit card system or by the authorising bank. The pre-authorisation amount is held on your card by your own issuing bank. A pre-authorisation can be held on your card for a minimum of five to 15 working days. Pre-authorisation should be released by your issuing bank automatically, if not, you will need to contact your home issuing bank. If you are unable to provide Dar Al Taqwa Hotel Madinah with a credit card on check in, a debit card can be used but please note, full prepayment will be required on arrival instead of an authorisation.

Advance to Dar Al Taqwa Hotel Rate: For room reservations made using the advanced purchase rate full payment will be taken at the time of booking. This payment is not refundable in the event of any amendment or cancellation.

Cash Payment is not accepted for walk in guests – a valid credit or debit card must be swiped through the chip and pin machine and adequate authorisation taken.

All charges to be settled prior the client leaving the hotel. The client is deemed to have authorised the settling of all outstanding charges which can be processed by the Hotel using any credit or debit card details held on file.

CANCELLATION CHARGES ('NO SHOWS')

The Client agrees to pay charges to Dar Al Taqwa Hotel in the event of cancellation of the Services or if the Client and/or their guests fail to take up the Services at the time and on the day specified in the Contract. The cancellation charges are calculated by reference to the Schedule attached.

Dar Al Taqwa Hotel will provide a cancellation number to a Client in the event of the Client making a cancellation and that number must be used in any future dealings with Dar Al Taqwa Hotel.

VARIATION IN SERVICES REQUIRED

Any variation of numbers, accommodation and food and beverage requirements specified for the Services or other changes or additions must be agreed by the Client and Dar Al Taqwa Hotel in writing.

LIABILITY OF DAR AL TAQWA HOTEL MADINAH

When Dar Al Taqwa Hotel supplies the Services which include any services supplied by a third party, Dar Al Taqwa Hotel does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the services to Dar Al Taqwa Hotel.

Dar Al Taqwa Hotel shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

Except in respect of death or personal injury caused by Dar Al Taqwa Hotel's negligence, or as expressly provided in these Terms, Dar Al Taqwa Hotel shall not be liable to the Client 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 Dar Al Taqwa Hotel, 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 Client, and the entire liability of Dar Al Taqwa Hotel under on in connection with the Contract shall not exceed the amount of Dar Al Taqwa Hotel's charges for the provision of the Services, except as expressly provided in these Terms.

TERMINATION

Dar Al Taqwa Hotel may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Client if the Client commits any breach of these Terms, or if the Client goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

CLIENT RESPONSIBILITIES

Dar Al Taqwa Hotel Madinah has a dress code in different areas of the hotel as follows: Gentlemen and ladies are required to wear comply with Saudi Arabia and Islamic laws. Please note that shorts, trainers and sportswear are not permitted in any of the hotel or restaurants or lounge.

Arrival and departure times for accommodation at Dar Al Taqwa Hotel are 12:00 p.m. and 16:00 p.m. respectively. The access and vacate times for all other Services will be as specified in the Programme Sheet and must be strictly adhered to by the Client on all occasions.

The Client is responsible for the behaviour of his, her or its guests at Dar Al Taqwa Hotel and in particular for the orderly conduct of guests attending any function or staying in Dar Al Taqwa Hotel or otherwise making use of the Services. The Client must ensure that no noise or nuisance is caused either for Dar Al Taqwa Hotel or its other guests and Clients. The Client must comply with any reasonable request of Dar Al Taqwa Hotel and with any policies of Dar Al Taqwa Hotel as may apply to the Services from time to time.

Should a resident of the hotel wish for any item to be received or helped by Dar Al Taqwa Hotel prior to arrival or following departure, advance notice will be required. The Hotel retains the right to deny receipt of such items. Any costs incurred for return will be borne by the sender. All items are left at the owners risk and may be subject to search. Please note that should an item be locked or sealed it is the responsibility of the owner of the item to facilitate access. Dar Al Taqwa Hotel is not liable for any flood, fire or damage to the items.

Smoking is prohibited in all public areas of the hotel including Dar Al Taqwa Hotel Restaurants, The Tea Lounge and lobby. Residents of the hotel are able to smoke in the clearly marked designated bedrooms or suites. To ensure the comfort of our non smoking guests, a charge will be applied for smoking in a non smoking bedroom.

All walk-in and same day booking guests must provide photographic identification on arrival regardless of their nationality.

All visitors to guest accommodation must register on arrival and provide photographic identification

CCTV

In the public areas of Dar Al Taqwa Hotel Hotel and some staff areas CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of Dar Al Taqwa Hotel Hotel and security for all its Clients and staff.

PHOTOGRAPHY AND FILMING

All photography or filming MUST be authorised by a member of Dar Al Taqwa Hotel Madinah Executive team. No photography or filming MUST take place in any area of Dar Al Taqwa Hotel Madinah under any circumstances without the assigned representative from Dar Al Taqwa Hotel Madinah. Members of Dar Al Taqwa Hotel Madinah staff and Dar Al Taqwa Hotel Madinah uniforms or part thereof will not be used in the photography or filming and no staff role will be impersonated for the purposes of the photography or filming. Use of Dar Al Taqwa Hotel Madinah brand name, commercial photography, Dar Al Taqwa Hotel Madinah images and Dar Al Taqwa Hotel Madinah logo including trademarks or trade names requires the prior written consent of Dar Al Taqwa Hotel Madinah. Dar Al Taqwa Hotel Madinah will take appropriate legal action to restrain any misuse or unauthorised usage of Dar Al Taqwa Hotel Madinah collateral listed above.

INTELLECTUAL PROPERTY RIGHTS

All information, data and materials presented on this website, including names, logos, content, etc., as well as the colour scheme and the layout of the website, are subject to copyright, trade mark rights, database rights and/or other intellectual property rights. You may use such content only if authorised by Dar Al Taqwa Hotel Madinah and strictly required for permitted personal, non-commercial purposes. Any other use and/or reproduction of such content, without the prior written consent of Dar Al Taqwa Hotel Madinah, is prohibited and will constitute a breach of these Terms of Use and may infringe Dar Al Taqwa Hotel Madinah's intellectual property rights.

DAR AL TAQWA HOTEL RESTAURANTS AND TEA GARDEN BOOKING

When making a booking for Dar Al Taqwa Hotel Restaurants or Tea Garden you must have the legal capacity to do so and you must accept financial responsibility for all transactions made under your name. You must make sure that all the information you provide to us is true and accurate. Making a reservation at Dar Al Taqwa Hotel Restaurant means you have to pay the restaurant after your meal unless it is clearly indicated when making your reservation that you have a voucher. Your voucher must be shown on arrival must be within the validity period. The vouchers have no cash alternative and cannot be exchanged for cash. Please see the voucher section.

CREDIT CARD GUARANTEE RESERVATIONS AND PRE-PAYMENT

When making a reservation, the reservation requires a credit card guarantee. If you fail to arrive for your reservation, cancel, amend or reduce the amount of guests within 72 hours, your card will be charged the cost of your reservation per guest.

Reservations for six guests or more in the same sitting require a full non-refundable pre-payment which will be taken from the card 14 days in advance of your booking. Cancellations and amendments to reservations for six or more guests in the same sitting can be made up to 14 days prior to your reservation date without charge. Within 14 days of your reservation date, the credit card details given at the time of the booking will be charged at the price of the Afternoon Tea booked for each member of the party.

When making a reservation for Dar Al Taqwa Hotel Restaurant the reservation requires a credit card guarantee. If you fail to arrive for your reservation, cancel, amend or reduce the amount of guests within 48 hours, your card will be charged SR 150 per guest.

Reservations for nine or more guests will require a deposit of SR 150 per guest, which will be taken at the time of reservation. Cancellations and amendments to reservations for nine or more guests can be made up to seven days prior to your reservation date with your deposit refunded. If you cancel within the seven days, you will be charged SR 100 per guest.

AMENDMENTS TO YOUR BOOKING

Should your details be incorrect on your confirmation email or require amendment, please advise the reservations team at your earliest convenience on email at reservation@taqwamadinah.com or by telephone on [+966 14 8291111](tel:+966148291111). If you do wish to amend your booking details, changes must be advised at least 48 hours in advance and are subject to availability. We will reconfirm with you if we can accommodate your changes.

CANCELLATIONS

Should you need to cancel your reservation kindly contact our reservations team on [+966 14 8291111](tel:+966148291111) on email at reservation@taqwamadinah.com. Please remember that all reservations must be cancelled no later than 72 hours before your dining date to avoid any charges. For 6 or more reservations or for special events there is a different cancellation policy which will be on your confirmation email. Please ensure you cancel within the time specified.

NO SHOWS

For dining outlets and for special events we charge a no show fee for failure to attend at the reserved time. We will debit your card which you provided when you made your reservation with a no show fee. The fee you will be charged will be advised to you when you are making your reservation and also on your confirmation email.

VOUCHERS

If making a reservation with a prepaid voucher, please inform reservations of this when you are making your booking. You will be asked for your unique Voucher identification number and your pin number.

The Voucher validity period is 12 months from date of purchase. Vouchers must be booked and undertaken prior to the expiry date printed on the front of the voucher, otherwise the voucher will be deemed to be invalid and no liability will be accepted by Dar Al Taqwa Hotel Madinah.

Advanced bookings are essential, and reservations remain subject to availability.

You must bring your original voucher and present it to your host / hostess when you first arrive at the restaurant as this is your form of payment. Lost, stolen or non-present vouchers cannot be replaced or reprinted. In the case the original voucher cannot be presented on arrival your bill will have to be settled using an alternative method of payment. Vouchers are valid for one year and the expiry date is on the actual voucher.

Vouchers can only be redeemed once, may not be exchanged for cash, replaced if lost and is non-transferable or refundable.

Cancellation of a booking within 72 hours of your reservation time will render the certificate null and void.

During certain times of the year Dar Al Taqwa Hotel Madinah has special events with different pricing. Examples of this Ramadan, Eid Holidays, Hajj Season, National Day, public holidays (this list is not finite and there may be additional special events that are not listed here). If you wish to use this voucher for one of these events or similar, there will be a supplement payable, which will be advised at the time of booking.

To view Dar Al Taqwa Hotel Madinah vouchers terms and conditions please contact us on +966148291111 or on email reservation@taqwamadinah.com If you purchased your voucher using a third party please read their terms and conditions.

You will need to return the original voucher to the address below via trackable mail, along with a letter explaining that you would like the voucher extended:

Please note that we cannot extend a voucher if it has already expired. Once a voucher is extended, it cannot be exchanged or refunded.

EMAILS

You will receive emails including requests for feedback, related to your stay experience. In addition, if selected by you at the time of making your booking (or at some other time), you may also receive information on our special offers and new information about Dar Al Taqwa Hotel Madinah.

GENERAL

The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract

by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

Saudi Arabia laws shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the courts.

SCHEDULE OF DEPOSITS, PAYMENTS AND CANCELLATIONS

Credit card details must be provided at the time of booking for Dining and special occasions to confirm the booking.

Dar Al Taqwa Hotel must receive all amendments or cancellations two days (48 hrs) prior to arrival in order to avoid charges.

On the day of arrival in the event of a “no show” 100% full payment will be taken if you have provided us with your credit card. In the case, that the guest is paying by a voucher then the voucher will be validated and cannot be used.

For large parties of eight or more in Dar Al Taqwa Hotel Restaurant guests must select their set menu 48 hours in advance of their dining date.

Group (5 or more) rooms (with or without event space)

Both parties must sign the contract and Dar Al Taqwa Hotel Madinah must have received 100% deposit of the total contracted revenue for the booking to be confirmed. This deposit is non-refundable.

On arrival, payment in full to have been received and credit card details for incremental charges to be verified.

On departure, payment in full to be made of incremental charges incurred during the event or group.

EVENT SPACE or PARTY (without rooms) DEPOSIT

On contract signature, Dar Al Taqwa Hotel Madinah must have received 100% of the contracted revenue. This deposit is non-refundable.

Dar Al Taqwa Hotel Madinah must have received 20 working days prior to the event, 50% of the outstanding contracted balance. The initial deposit is non-refundable, but subsequent deposits at the hotel's discretion, may be applied to a future event, which will be confirmed in writing by Dar Al Taqwa Hotel Madinah.

Dar Al Taqwa Hotel Madinah must have received ten working days prior to the event, 50% of the remaining outstanding contracted balance. The initial deposit is non-refundable, but subsequent deposits at the hotel's discretion, may be applied to a future event, which will be confirmed in writing by the hotel.

If these payments are not paid, unfortunately the contracted space will be released.

Three (3) working days prior to the event, final numbers can to be confirmed in writing. All deposits are non-refundable

On departure, all charges must be settled prior to the client leaving the hotel. Agreed deposits will be applied to the final invoice

DEFINITIONS

In these terms:

“Contract” means the contract for the provision of the Services including these Terms and, as appropriate, any written description given by Dar Al Taqwa Hotel.

“External Contractor” means production companies, audio visual companies, television, video or film crews, photographers and designers and any other person who is contracted by the Client in connection with any of the Services.

“Services” means the provision of accommodation, function room hire and/or supply of food and beverages and other services by Dar Al Taqwa Hotel for the Client described in writing by Dar Al Taqwa Hotel and on its website or in its brochure.

GENERAL TERMS FOR EXTERNAL CONTRACTORS AND INDEMNITY

Dar Al Taqwa Hotel must be notified by the Client of any External Contractor the Client proposes to use and must obtain the permission of Dar Al Taqwa Hotel to the use of the External Contractor at Dar Al Taqwa Hotel. Dar Al Taqwa Hotel reserves the right to refuse access to any External Contractor.

The Client must on request supply to Dar Al Taqwa Hotel copies of public liability insurance policies or such other insurance as may be required from Dar Al Taqwa Hotel and the receipts for the last premium due for all External Contractors to cover as a minimum any damage or injury to Dar Al Taqwa Hotel or any of its property, staff, any plant and equipment of Dar Al Taqwa Hotel, any guest of the Client or Dar Al Taqwa Hotel or of any Client resulting from any activity of the External Contractor or arising out of the External Contractor being on the premises of Dar Al Taqwa Hotel or in respect of any equipment brought onto Dar Al Taqwa Hotel premises by the External Contractor.

Any electrical, audio visual equipment the Client wishes to use that is not the property of Dar Al Taqwa Hotel can only be brought into Dar Al Taqwa Hotel Hotel and used with Dar Al Taqwa Hotel’s written permission. All such equipment must comply with the I.E.E. regulations and safety standards. Dar Al Taqwa Hotel may at its discretion arrange for its own contractors to inspect any such equipment. The cost of such inspection shall be borne by the Client. The Client will comply with any requirement or direction imposed by Dar Al Taqwa Hotel following such inspection.

The Client will comply with the policies of Dar Al Taqwa Hotel in connection with the construction of any stand, exhibition stand, scaffolding, the use of any plant and equipment that it wishes to bring into Dar Al Taqwa Hotel Hotel and as may generally apply from time to time.

The Client will indemnify Dar Al Taqwa Hotel in connection with any loss or damage caused to Dar Al Taqwa Hotel, its staff, contractors, clients and guests or to any property of Dar Al Taqwa Hotel or any such persons arising out of the engagement of any External Contractors or if the Client itself brings onto the premises any equipment, plant or machinery in respect of any loss, damage, costs including legal costs that Dar Al Taqwa Hotel shall incur.

The Client is permitted to use its own signage subject to complying with the generality of the Contract or any policies of Dar Al Taqwa Hotel for the use of such signage from time to time within private salons or meeting rooms or suites designated for the Client's use. No signage is permitted by Dar Al Taqwa Hotel in any other part of Dar Al Taqwa Hotel Hotel and in particular within the public areas.

The Client will comply with the terms applying to photography.