

# Premier Inn Business Account terms & conditions

Valid as of 9<sup>th</sup> April 2021

## 1. Definitions:

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

"account" a Premier Inn Business Account held under this scheme;

"account holder/you" the corporate entity or other body in whose name the account is held and "your" shall be construed accordingly;

"agreement" the agreement entered into between you and us and which incorporates these terms and conditions;

"cancellation policy" the cancellation policy set out in any of Premier Inn's Terms and Conditions (as amended from time to time), hub by Premier Inn's terms and conditions (as amended from time to time) and Premier Meetings terms and conditions (as amended from time to time), all of which are available at [premierinn.com](http://premierinn.com); [hubhotels.co.uk](http://hubhotels.co.uk) and [premiermeetings.co.uk](http://premiermeetings.co.uk) (as applicable)

"card" the Premier Inn Business Account card (s) issued to you for use to obtain supplies within Premier Inn hotels, meeting rooms and restaurants in the UK as notified from time to time by us or, where we elect not to issue such physical cards and only issue the relevant card number(s), such card number(s) shall be deemed to be the cards for these purposes;

"cardholder" an individual employed or engaged by you who is authorised by you to use the card to obtain supplies in accordance with these terms and conditions;

"the company/us/we" Whitbread Group Plc and "our" shall be construed accordingly;

"credit limit" the maximum debit balance allowed at any one point in time under this scheme for your account;

"scheme site" a UK Premier Inn site (or such other third party site affiliated with us from time to time) selling supplies from time to time by us (or the relevant third party) to you;

"invoice" a VAT invoice recording sales generated by us (or the relevant third party) for obtaining supplies under this scheme for the relevant period in question;

"guest" the individual to whom the supply is to be (and/or is) made (this may or may not be the same person as the cardholder);

"the scheme" the Premier Inn Business Account scheme or any other replacement scheme notified from time to time by us;

"scheme address" Premier Inn Business Account, Worldline IT Services UK Limited  
1 Trinity Court Broadlands Wolverhampton WV10 6UH

"Worldline" Worldline IT Services UK Limited Mid City Place, 71 High Holborn,  
London WC1V 6EA, United Kingdom;

"scheme helpline" The Premier Inn Business Account card helpline on  
03330 050 504 or such replacement number as we may notify from time to time;

"scheme web portal" [www.businessaccount.premierinn.com](http://www.businessaccount.premierinn.com)

"scheme email address" [businessaccount@premierinn.com](mailto:businessaccount@premierinn.com)

"statement" account summary detailing the balance on the account;

"supplies" room nights, meeting room space, food and beverages and/or other items supplied by us (or relevant third party) via the scheme sites.

"support hours" between 08.00 and 18.00 Monday to Friday, or such other hours as notified to you by the company from time to time.

## **2. Use of scheme**

- i. Authorisation by us under the scheme permits you to distribute cards to cardholders to obtain supplies from the scheme sites.
- ii. None of your, the card holder's or any guest's statutory rights are affected by these terms and conditions.

## **3. Applying to participate in the scheme**

- i. This agreement is between you and us. However, we hereby assign the benefit of this Agreement including any debts due under it to Worldline in accordance with clause 12ii. This means that Worldline has agreed to perform all our responsibilities and has the right to exercise all our rights under this Agreement.
- ii This agreement governs the issue and use of cards under the scheme only. Your booking and the terms applicable to your booking and the supplies sold to you are governed by separate terms and conditions with the relevant scheme site (see section 12).
- iii To apply to participate in the scheme, you must complete the online application and submit it to Worldline. Your account will be approved when acceptance is confirmed to you in writing by Worldline.
- iv. Before you can be accepted onto the scheme, Worldline carries out credit checks. By applying for an account under the scheme, you confirm that you agree to Worldline (or a reputable third party credit reference agency nominated by Worldline ) to undertake a credit reference agency search. Any credit search will place a

“footprint” on your or your organisation’s credit file (including those of directors, owners, partners or equivalent) whether or not the application to participate in this scheme is successful.

v. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained at [www.businessaccount.premierinn.com/Cifas](http://www.businessaccount.premierinn.com/Cifas).

#### **4. Credit Limits**

i. If you are authorised by us to participate in the scheme, a credit limit will be applied to the account. We will inform you of that credit limit on or before the date from which you can participate in the scheme. The credit limit applies to the account, not per card or cardholder. You may not exceed your credit limit.

ii. We may vary (up or down) your credit limit or withdraw your credit limit at any time with or without notice. In the event that any credit insurance (where in place) in respect of your account is withdrawn or reduced we reserve the right to suspend your account and card facilities or terminate your account with or without notice.

iii. If the credit limit on the account is reached or exceeded at any one point in time, we reserve the right to suspend your account immediately and/or terminate your participation in this scheme with or without notice.

Any outstanding transactions must be paid for by you in accordance with section 8.

iv. Notwithstanding any of the above, we, in our absolute discretion, reserve the right to refuse or reject any application to participate in the scheme, or to require a deposit (the amount of which to be determined by us) to be credited against the account. At the end of the term of agreement any balance of any deposit will be returned to you without interest.

#### **5. Issue, Activation and Use of Cards**

i. Cards will be issued to you solely for the purpose of allowing you or persons authorised by you to obtain supplies at the scheme sites.

ii. Each card issued will include your name and a unique card number. You must ensure that where the cardholder's name appears on the card, that cardholder will sign the card immediately on receipt. Unless cancelled or terminated early in accordance with these terms and conditions, cards issued will remain valid until the expiry date marked on each card or such shorter end date as requested by you during your online application process to participate in the scheme. Cards must only be used during the period in which they are valid, and must not be used once cancelled or terminated.

iii. All cards remain our property (or the property of such other party as we may specify from time to time) at all times and do not confer any rights on you, the cardholder or guest to receive supplies. All cards must be returned to us or destroyed (at our option) on our request.

iv. All or any cards issued may be suspended or cancelled by us at any time with immediate effect upon giving notice.

v. Cards are inactive when issued. It is your responsibility to ensure all cards are activated online at the scheme web portal and to create a unique username and

password. You shall ensure that all usernames and passwords are kept secure at all times.

vi. All bookings and/or transactions for supplies made or requested:

a. by telephone by a person who identifies your account and holds themselves out as authorised by you;

b. via premierinn.com, premiermeetings.co.uk or hubhotels.co.uk (as applicable) using the relevant card user name and password; or

c. at a scheme site by a person who identifies your account and holds themselves out as authorised by you, shall be deemed to be fully authorised by you and such transactions (and, subject to the cancellation policy, bookings) shall, unless we refuse to authorise such transaction, be debited from your account in accordance with these terms and conditions. You will pay all charges for such transactions (and, subject to our cancellation policy, bookings) in full and shall not be entitled to dispute such charges. In particular you shall not be entitled to claim that bookings and/or transactions were not made by an authorised individual. The scheme shall only be used for the purchase of supplies for trade purposes.

vii. If your account is debited with a sum through use of a card or otherwise, we may treat such transaction as valid even if you, the cardholder, or other authorised person did not comply with these terms and conditions.

viii. Your (or a cardholder's) use of a card shall constitute your irrevocable acceptance of these terms and conditions.

ix. We may refuse to authorise any transaction made using or via the scheme at our discretion.

## **6. Cancellation of Cards**

i. You may request to cancel a card as follows:-

a. by accessing and using the scheme web portal; or b. by calling the scheme helpline.

If you request to cancel a card, the card will be de-activated within 2 hours following receipt of the request (or, where the request is received outside of the support hours, within 2 hours of the commencement of the support hours) and you acknowledge that you will continue to be liable for all supplies and transactions charged to the account via the card in respect of bookings or supplies made prior to the card being so de-activated.

ii. Where your account is not used for a period of 12 months, you may be issued with a cancellation notice. If you do not confirm within 21 days of the date of such notice that you wish the account to remain active, we may de- activate the account.

iii. It is your responsibility to notify cardholders of any cancellation/de- activation.

## **7. Damaged, Lost or Stolen Cards**

i. If any issued card is damaged, you may order a replacement card via the scheme email address or the scheme web portal or by calling the scheme helpline. Worldline will endeavour to issue a replacement card within 3 working days of such order. The replacement card must be signed in accordance with section 5 and you must ensure that the damaged card is destroyed immediately upon receipt of the replacement card.

- ii. If any issued card is lost, misused or stolen, you must immediately inform us via the scheme email address or by calling the scheme helpline. Worldline will endeavour to issue a replacement card within 3 working days of being notified. The replacement card issued must be registered and activated in accordance with section 5.
- iii. We may levy a charge to you and debit the same to your account for the cost of issuing replacement cards.
- iv. You shall indemnify us and Worldline against all claims, cost and expenses incurred by us arising from theft, loss, or misuse of any card(s) and shall pay all charges in respect of all bookings made, and other transactions debited from your account using (or as a result of the use of) lost or stolen cards or made via such misuse, at any time prior to the expiry of 1 hour following the time when you informed us that the card was lost, stolen or being misused (or, where the information is received outside of the support hours, the expiry of 1 hour following the commencement of the support hours) (and all such prior bookings and transactions shall not be refundable). We will deactivate the lost, misused or stolen card. It is your responsibility to notify Worldline of any unusual use of a card or suspicious transactions.
- v. If you notify us of suspected fraudulent activity by our employees regarding the operation of the scheme, we will investigate and take appropriate action.

## **8. Allowances**

- i. Where a dinner allowance is requested at the time of booking (either online via the scheme web portal or over the phone, in each case using the relevant card user name and password), a pre-authorised spend voucher will be issued to the guest on check in. You acknowledge that the details set out on the relevant card with which the booking was made may also be set out on the said pre-authorised spend voucher issued.
- ii. You must ensure that the value of the dinner allowance (and whether or not alcohol is included) is communicated to the relevant guest prior to check in and any additional charges in excess of the pre-authorised spend voucher shall be paid for by you in the event the guest fails to settle such additional charges prior to departure.
- iii. Pre-authorised dinner vouchers must not be used by any person other than the relevant individual named on the voucher and we reserve the right to refuse or accept a pre-authorised voucher presented by any person other than the individual named on the voucher.
- iv. We reserve the right to decline refunds of pre-paid breakfasts purchased online using a card user name and password where the relevant card holder or authorised individual has failed to notify the scheme site at the time of (or prior to) their check in that the breakfast will not be taken.

## **9. Payment and Invoicing**

- i. All room prices are set as at the time of booking and all food prices are set as at the time of consumption of the food (other than pre-booked hospitality).
- ii. The cancellation policy shall apply to all bookings made under the scheme.

iii. An invoice together with statement will be issued to you on or after the first day of the month following the relevant calendar month. You will be invoiced in pounds sterling for all bookings.

If you have opted to receive twice monthly invoices, you will also receive an invoice on or after the 14th of each month.

If you have opted to receive weekly invoices, you will receive an invoice each Monday. Each invoice will include details of the date, card number and description of the supplies bought or booked and value (excluding and including VAT) of each transaction that took place during the relevant preceding period

iv. All sums are shown on the invoice and the statement shall be paid by you by Direct Debit and into such account (in our name or the name of Worldline) as we nominate. Payment shall be made (and collected via Direct Debit) on or before the 14th day after the invoice is issued or the tax point date on the invoice (or if such date does not fall on a banking day, on the next banking day thereafter).

v. You will ensure that a valid Direct Debit instruction is in place at all times and that your relevant bank account has adequate funds for all sums due to be debited via the Direct Debit. In addition, you will immediately inform us of any changes (including cancellation or replacement) to such instruction which you may make.

vi. All amounts (whether disputed or not) stated on each invoice must be paid in full (in accordance with section 9(v)) and any queries raised in respect of any particular amounts on the invoice will be investigated. Any refund or adjustment made by us will be applied to the next invoice. For the avoidance of doubt, all invoice queries must be raised by you within 30 days of the date of the invoice falling which you may not challenge or dispute such invoice.

vii. If you fail to make payment in full in respect of any invoice on the due date for payment:

a. such outstanding amount may be referred to debt collection and legal action may be taken to recover such outstanding amount;

b. interest may be charged at the rate of 8% above the Barclays Bank base rate. Interest will be calculated daily on the overdue amount (including any interest due thereon) and shall accrue until the date of payment. In addition, we may charge you an administration fee for such non-payment and we shall be entitled to recover any costs associated with any recovery action from you; and

c. we may suspend and/or terminate your ability to participate in the scheme, in each case without notice.

viii. If:

a. you fail to make payment in full in respect of any invoice on the due date for payment;

b. you otherwise fail to comply fully with these terms and conditions;

c. you enter into liquidation (compulsory or voluntary), or have a receiver, administrative receiver or manager appointed over any of your assets or suffer the appointment of an administrator or (if you are an individual or a partnership) if you or a member of the firm has a bankruptcy order made against you/him or a statutory demand served upon you/him or make/makes any arrangement or composition with your/his creditors; the whole of the outstanding balance on your account (including the balance for all transactions and charges since the date of the last invoice) will become immediately due and payable and we shall be entitled to request alternative payment for or cancel some or all pre-booked supplies and to charge a cancellation fee.

ix. While we make no charge for credit provided under this Agreement, we shall be entitled to charge an administration fee for services such as providing additional copies of statements and invoices. Statements and invoices are available for you to download free of charge from the scheme web portal.

## **10. Data Protection**

- i. We and Worldline and will collect, store and use any personal information provided by You and/or Cardholders in connection with Your Account (“Your Information”) in accordance with all applicable legal requirements.
- ii. Any information given by you, a cardholder, a guest or an authorised individual to us or to Worldline for the purposes of participating in this scheme will be stored in written form (electronically or otherwise) by us and Worldline and used for the purposes of creating, managing and administering the account and processing payments. We (and any company associated with us) may also process such information for the purposes of internal accounting, market/statistical analysis and market research. We may disclose any information relating to your account to Worldline, to any party to whom we may transfer the whole or part of our business or the whole or part of the benefit or burden of the agreement, and otherwise as required by law or regulation. Full details of how we may use your personal information can be found in our Privacy Policy [here](#)
- iii. You must promptly notify us and Worldline of any changes or updates to the details provided by you and the cardholders under the scheme.
- iv. You agree and consent that for marketing purposes, Whitbread may contact you to offer products and/or services and may share information on you and your account with third party organisations who are its business partners and with companies within the Whitbread group structure. You may withdraw or amend such consents at any time on the scheme web portal.
- v. You agree that we, Worldline and such other third party as may be nominated are authorised to carry out credit checks prior to you being authorised and accepted by us to participate in the scheme. You further agree that additional credit checks may be carried out by us, Worldline or a nominated third party whilst you continue to participate in the scheme. We reserve the right to request additional information or data in respect of you to assist us, Worldline or nominated third party in carrying out any such credit checks. Such credit checks may involve the searching of files of credit reference agencies and recording the results of any credit searches. You agree that such results may be used by other credit providers when making credit decisions about you.

## **11. Cancellation or Termination**

- i. You may cancel or terminate your participation in the scheme at any time by giving notice in writing at the scheme address. We may cancel or terminate your participation in this scheme at any time by giving notice in writing to you.
- ii. Following receipt of a cancellation or termination notice by either party, all outstanding sums (including the balance for all transactions and charges since the date of the last invoice) will be debited to the account and a statement issued showing the outstanding balance. The outstanding balance will be payable by you and may be collected by us by Direct Debit. Once all outstanding sums have been

settled by you and where the account is in credit, the remaining balance will be returned to you. You will not cancel any Direct Debit instruction until all outstanding sums have been settled and will at all times throughout the agreement ensure that adequate funds are in the relevant account to enable payment in full via Direct Debit in accordance with this agreement of all sums when due.

iii. You must promptly inform all cardholders of any cancellation or termination of the account and all cards issued to you or in a cardholder's possession must be destroyed or, at our option, returned to us.

## **12. General**

i. We may vary or amend these conditions and/or vary or amend the scheme at any time. Such amendment may be by written notice, or by posting notice of the amended terms (or a link to the amended terms) on the scheme web portal. Unless a notice stipulates otherwise, any such amendment shall take effect 7 days after you first received such notice, or the amended terms were first so posted, whichever is the earlier. If, during such notification period, you cancel your participation in the scheme under section 11.i., the said amendments will not take effect other than to the extent they are needed in order to enable us to comply with applicable law or regulation.

ii. We have assigned and transferred to Worldline all our rights, title, interest and benefit in and to this Agreement and the debt due thereunder including for the avoidance of doubt all rights in and to receive and retain any deposit and to receive, collect and enforce the payment of any monies that are or become due from you.

iii. We may assign, novate or transfer in whole or part the agreement (which may or may not include transfer of the burden as well as the benefit of the agreement). You will execute such documents as we may reasonably require in order to effect such an assignment, novation or transfer (which documents may release us from ongoing obligations and liabilities under the agreement).

iv. You may not assign or transfer these conditions or the agreement to a third party without our prior written approval.

v. These conditions and the agreement shall be governed by and interpreted in accordance with the laws of England and Wales and the parties shall submit to the exclusive jurisdiction of the English courts.

vi. Except in the case of group bookings (which shall be subject to the group bookings terms and conditions provided following receipt of the booking request), the Premier Inn Terms and Conditions (as amended from time to time) the Premier Meeting terms and conditions (as amended from time to time), and hub by Premier Inns conditions (as amended from time to time) shall apply to all bookings and transactions made under this scheme. See [premierinn.com](http://premierinn.com) for Premier Inn's Terms and Conditions for bookings, [premiermeetings.co.uk](http://premiermeetings.co.uk) for Premier Meetings terms and conditions and [hubhotels.co.uk](http://hubhotels.co.uk) for hub by Premier Inn terms and conditions. Liability in respect of any such bookings and transactions rests with the Scheme Site and shall be governed by said terms and conditions.

vii. Neither we nor Worldline will be liable to you under the agreement for any failure to comply with the agreement which is beyond our or Worldline's reasonable control. Nor will we or Worldline be liable (in tort, contract or otherwise) for any indirect or consequential loss, or for loss of profit, revenue or goodwill.



- viii. All warranties, terms and conditions which may be implied or otherwise held applicable as a result of statute, common law or otherwise are excluded.
- ix. Nothing in these terms excludes or limits our liability for fraud, or for death or personal injury, nor for any other liability that cannot be limited by law.
- x. We reserve the right to perform all or part of the service outside the European Economic Area.