

TERMS AND CONDITIONS HOTEL ACCOMMODATION & SERVICES

These Conditions are the standard terms and conditions that apply to the booking of any Hotel room provided by the Company, together with the provision by us of any Services (as defined in clause 1.1 below) offered to and used by Guests. For Business Consumers, these Conditions are supplemented by our Tour Operator Terms. These Conditions set out your legal rights and responsibilities, our legal rights and responsibilities and certain key information which we are required by law to provide to Consumers (as defined in clause 1.1 below).

Your attention is particularly drawn to the provisions of clause 11 (Limitation of Liability).

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In these Conditions, the following expressions have the following meanings:

Business Consumer means any customer of the Hotel that books a room on behalf of their own customers / stakeholders in relation to any business activity (whether a tour operator or otherwise).

Conditions means these terms and conditions as amended from time to time in accordance with clause 14.

Company/we/us/our means Aberlady Inn Limited, a company incorporated in Northern Ireland with registered number NI672857 whose registered office is at 2 Downshire Road, Holywood, Northern Ireland, BT18 9LU.

Consumer means an individual customer or Guest who receives Services from the Company for his/her personal use and for purposes wholly or mainly outside the purposes of any Business.

Guest/you means a customer of the Company who agrees to pay as a paying guest of the Company and also members of his/her party and any of his/her guests.

Hotel means The Leddie, along with their premises and other type(s) of accommodation of which they are comprised.

Price List means the Hotel's standard list of Rates. Pricing is available on the Hotel's website, in our brochures (where applicable) and from the Hotel reception.

Rates means the prices payable by you for the provision by us of room accommodation and (where applicable) other Services.

Regulations means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Services means the provision of accommodation in rooms at the Hotel, including any and all other facilities, services and items offered by us.

Tour Operator Terms means the terms applicable to Business Consumers in addition to these Conditions.

1.2. Interpretation

In these Conditions:

a reference to a clause is a reference to a clause of these Conditions;

a reference to a '**person**' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

a reference to a '**company**' includes any company, corporation or other body corporate, wherever and however incorporated or established;

words in the singular include the plural and vice versa;

any words that follow '**include**', '**includes**', '**including**', '**in particular**' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

a reference to '**writing**' or '**written**' includes any method of reproducing words in a legible and non-transitory form; and

a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made from time to time under that legislation.

2. RESERVATIONS

2.1. All reservations shall be governed by these Conditions. You may book to make a reservation for a room or other Services in advance through the Hotel's website www.theleddie.com, by telephone 01875 440 644 or in person.

2.2. When you request us to make a reservation, you must provide us with your identification information including, but not limited to, your name, address, contact telephone number and email address.

- 2.3. You must provide us payment details for any reservation at the time of booking. We will take your credit/debit card details (which must be valid beyond the date of your intended stay) and you authorise the use of this card for any sums that become due to us – we will take these details again at the time of check-in. Unless the booking for the reservation expressly states that you must pay at the time of reservation, 48 hours prior to the booking date or at the time of check-in, we will not take any payment from you for it until the time indicated in clause 4 below.
- 2.4. Your request to us to make a reservation for you will constitute an offer by you to purchase the Services but whether we accept any such offer will be for us to decide in our discretion. Only once we tell you that we accept your request for a particular reservation and confirm to you the booking reference in writing, will there be a booking. At that point, a binding contract between us for the reservation of a room or other Services will come into existence.
- 2.5. If you are a Consumer, you may only change your reservation in accordance with the cancellation provisions at clause 5 below (or as otherwise provided in your written booking confirmation). In the event of any conflict or inconsistency between these Conditions and your booking confirmation, the booking confirmation will take precedence.
- 2.6. Instead of making a reservation in advance, you may make a booking when you arrive. If we have availability of the type of room or the particular room or other Services that you request at that time, we will accept your request for the booking, although we cannot promise that any room(s) or particular room(s) requested or such requested Services will be available. The Hotel also reserves the right to refuse custom where necessary.
- 2.7. You may request additional nights at the Hotel at any time during your stay. We will use reasonable endeavours to meet such a request. If we are able to meet any request, we will accept the request as a booking and that booking will then form a binding contract between you and us.
- 2.8. Should you have any accessibility requirements, please advise the Hotel at the time of booking to assess if we can provide you with appropriate accommodation. Accessible room types (if any) will be advertised on our website. If no accessible rooms are available, please contact the Hotel directly regarding same.
- 2.9. If you are a Business Consumer, our Tour Operator Terms will also apply.

3. GROUP RESERVATIONS

- 3.1. For any group booking made by a Business Consumer (for a tour operator, corporate event, private group or otherwise), please refer to our Tour Operator Terms which will apply in addition to these Conditions.
- 3.2. In the event of any conflict or inconsistency between these Conditions and the Tour Operator Terms, the Tour Operator Terms shall take precedence.

4. FEES AND PAYMENT

- 4.1. The Hotel adopts dynamic pricing and the price of our rooms fluctuates based on demand. When you make a reservation request, we will give you a total price for the rooms and number of nights you have requested. The price you pay is the price quoted to you at the time you make your reservation.
- 4.2. We make details of Rates including, where applicable, promotional Rates and other special offers available on the Hotel website, at the Hotel reception and/or by email or post. All Rates shown in our Price List include VAT.
- 4.3. When you request a reservation and we quote any Rate(s), the Rate(s) will apply only to the provision of hotel bedroom accommodation unless we specifically state otherwise.
- 4.4. Additional charges may apply for other Services including, but not limited to, car parking, meals, drinks, room service, internet access, leisure, fitness or entertainment facilities or activities, use of any function or other rooms, or any other equipment, services or facilities. We will inform you of Rates payable for such additional Services on request when you arrive at the Hotel or in advance by telephone. Details of such additional rates may be available on our website. If rates for the additional Services requested cannot be located on our website, please contact the Hotel by email or by telephone.
- 4.5. Subject to clause 4.7 below, and unless we agree a different arrangement with you, we shall give you an invoice for all sums due and payable to us and you must pay that invoice in full when you check-out from the Hotel.
- 4.6. The following will apply to any promotional Rates that we may offer from time to time:
 - 4.6.1. unless we specifically state otherwise, you must pay in full at the time of booking for a reservation to which a promotional Rate applies and we will not have to give you any refund except

- where clause 5 or clause 6 specifically states that we must do so;
- 4.6.2. if you incur charges during your stay (in addition to the promotional Rate for the reservation of a room), we will invoice them and you must pay for them as required by clause 4.4 above; and
- 4.6.3. if you request any additional nights and we accept the request as a booking under clause 2.7 You may request additional nights at the Hotel at any time during your stay. We will use reasonable endeavours to meet such a request. If we are able to meet any request, we will accept the request as a booking and that booking will then form a binding contract between you and us. above, you must pay for the additional nights at the current Rate applicable.
- 4.7. You may pay us for Services (and for any deposit or other advance payment on account of that payment) by credit/debit card. Should you wish to make payment by another means (e.g. cash or bank transfer), please contact the Hotel directly to enquire about alternative options.
- 4.8. We may alter any of our Rates without prior notice but if the Rate of any Service increases between the time when you make a booking and the date when the booked room accommodation or other Service is to be provided, such increase in the Rate will not apply to your booking.
- 4.9. Whether these Conditions require payment upon booking or on check-out or at any other time, you must pay in full for any reservation booked and will not be entitled to any refund, except as stated in these Conditions.
- 4.10. Where these Conditions specifically say that you will be entitled to a (full or partial) refund, or where you become entitled to any refund either as a result of our breach of these Terms & Conditions or as a "consumer" under the Consumer Rights Act 2015 or other consumer protection legislation, we will make a refund to you as set out in clauses 5 or 6 or as required by such legislation.
- 5. CANCELLATIONS & AMENDMENTS (BY A CONSUMER)**
- 5.1. Our cancellations policy will depend on the type of booking you have made:
- 5.1.1. Advanced purchase rate – this discounted rate is non-refundable
- and non-transferable with effect from the time of purchase;
- 5.1.2. Flexible rate – flexible rate bookings must be cancelled at least 2 full days prior to the arrival date noted in your booking confirmation to avoid further charges; and
- in each case, unless otherwise provided in your written booking confirmation.
- 5.2. In the event of any conflict or inconsistency between the provisions of clause 5.1 and the terms included your written booking confirmation, the terms in the written booking confirmation will take precedence.
- 5.3. In all circumstances, the Hotel recommends that you consider and (if required) maintain comprehensive travel insurance.
- 5.4. For Business Consumers, please refer to our Tour Operator Terms.
- 6. CANCELLATIONS AND AMENDMENTS (BY THE HOTEL)**
- 6.1. If the Conditions provide that the Consumer and/or Business can withdraw from the contract at no cost, in whole or in part, within a certain period of time, the Hotel is entitled for its part to withdraw from the contract to the same extent during the same period of time.
- 6.2. The Hotel is entitled to rescind the Conditions and terminate your reservation with immediate effect if:
- 6.2.1. the Business Consumer and/or Consumer has failed to pay a sum when it falls due;
- 6.2.2. if the Hotel has reasonable cause to believe that the booking may jeopardise the smooth operation of the Hotel, its security or public reputation;
- 6.2.3. the Hotel is closed;
- 6.2.4. proper accommodation and/or proper facilities cannot be provided as the Hotel is being renovated;
- 6.2.5. the Business Consumer rescinds or terminates part of the booking; or
- 6.2.6. acts of God, industrial actions, food supply shortage, labour shortage or any other government decision or other circumstances occur where the Hotel is not

responsible for not being able to fulfil the bookings.

- 6.3. In addition, these Conditions are subject to amendment for major events (such as but not limited to golf tournaments) and the Hotel shall endeavour to communicate this to the best of our ability.

7. HOTEL RULES

- 7.1. You (and, if a Business, your group) must conduct yourself in a reasonable and responsible manner at all times when on Hotel property and must not act in any way which may disturb other guests. If you do not, we may ask you to leave the Hotel and, in that case, you must immediately pay us all sums due.

- 7.2. Save for any specifically designated smoking areas, smoking is not permitted anywhere on the Hotel premises (indoor or outdoor) or in any Hotel rooms. This includes the smoking of e-cigarettes.

- 7.3. If you do not comply with clause 7.2, we may charge you for any and all costs we incur in cleaning the room (including, but not limited to, fixtures, fittings and soft furnishings) and restoring it to a smoke-free environment.

- 7.4. You must not:

7.4.1. bring any animals or pets into the Hotel, with the exception of assistance or guide dogs, unless you have notified us in advance that you wish to and it has been agreed in advance that you will stay in one of our dog friendly rooms. If you cannot locate dog friendly rooms on our website, please contact the Hotel directly for further information;

7.4.2. bring any potentially dangerous or hazardous materials or equipment onto the premises or into Hotel rooms;

7.4.3. use any electrical appliances that may set off fire alarm system, such as toasters, mini cookers or portable grills;

7.4.4. tamper with any fire alarms or emergency equipment;

7.4.5. utilise any Hotel rooms to store items (personal or otherwise) which could in our sole opinion cause damage to any Hotel room, or be a risk to the health and safety of our staff or property;

7.4.6. prevent our management, housekeeping and/or maintenance staff from having access to your room as and when required;

7.4.7. remove, damage or destroy any Hotel property;

7.4.8. use the Hotel premises for any commercial activities without our prior written consent;

7.4.9. use any technology provided by us to download or access any unlawful or obscene material; or

7.4.10. leave any minor unattended at the Hotel premises (the Hotel reserves the right to require the production of photo identification); or

7.4.11. cause unreasonable disturbance to any other guests or staff.

- 7.5. Any child under the age of 18 may only stay at the Hotel if accompanied by a parent or guardian who is staying at the Hotel.

- 7.6. We will charge you for any and all damage caused by you to any Hotel property during your stay.

- 7.7. All of the above rules will apply to members of your party and your guests if a Business Consumer (and/or group bookings) and you shall be liable for any breach of the above rules by any of them.

- 7.8. If you or your group cause damage or loss of any kind to the Hotel, other guests or their property, you (as the Business Consumer or Guest who is making the booking) will be responsible for that damage or loss and you shall be liable to pay to us on demand the amount required to make good or remedy such damage or loss.

- 7.9. If you or your group caused damage to the Hotel, other guests or their property, or otherwise breach any of these terms or conditions, we reserve the right to:

7.9.1. cancel your reservation with immediate effect and (if appropriate) require you to leave the Hotel;

7.9.2. restrict access to the Hotel;

7.9.3. remove your items from the room and the Hotel, disposing of such items in the event that you do not collect them within 7 days of removal;

- 7.9.4. retain all sums paid by you and/or charge you the full amount of your reservation; or
- 7.9.5. refuse future reservations from you and/or refuse you entry or accommodation at any of our Hotels.
- 7.10. We will not be liable to refund or compensate you in the event of the any of the circumstances arising in clause If you or your group caused damage to the Hotel, other guests or their property, or otherwise breach any of these terms or conditions, we reserve the right to:.
- 7.11. We reserve the right to decline or cancel reservations made and stays in progress by those who have previously breached these Conditions (as may be updated from time to time) whether the reservation is in that name or not.
- 8. OCCUPANCY**
- 8.1. Each of our Hotel rooms may only be occupied by the number of adults and children requested at the time of your reservation and noted in your written confirmation. If your occupancy needs change, clause 5 will apply.
- 8.2. We reserve the right to change your room allocation at any point during your stay for any reason.
- 8.3. Hotel rooms will be ready from 3.00pm for check-in. Early check-in may be available subject to an early check-in fee and availability. Please advise the Hotel, at least two days prior to your arrival date, if your arrival time will be later than 10pm so that we can arrange for a later check-in.
- 8.4. The check-out time for our Hotel rooms is 11.00am. If you require a late check-out, please advise the Hotel reception as soon as possible. A late check-out may be available subject to availability and a late check-out fee. Your key cards must be returned to the Hotel reception on check-out.
- 9. FOOD AND DRINK**
- 9.1. As referred to in clause 4 above, unless we specifically state otherwise, food and drinks are not included in any Rate(s) for bedroom accommodation and unless we have specifically stated or do state otherwise, we will make additional charges to you for them in accordance clause 4.4 above.
- 9.2. If you or any of your party or guests have any special dietary requirements, you should inform us of them in advance of your arrival. We will use all reasonable endeavours to accommodate those requirements and, where this is not possible, tell you that we are unable to do so.
- 9.3. Bar and restaurant opening times may be found on our website. We would recommend making reservations for dining in advance of your stay, either via our website or by contacting the Hotel directly.
- 9.4. For breakfast dining, we will advise you on check-in of breakfast serving times and/or any specific time for your reservation.
- 10. CAR PARKING**
- 10.1. Where parking facilities are available at the Hotel, we unfortunately cannot guarantee that any car parking space(s) will be available for you, but subject to clause 10.2, you may use any vacant space in our guest car park on a first-come-first-served basis, provided that you have given us your vehicle's registration number when you arrive. Any such parking will be without charge.
- 10.2. You may use a disabled parking space that is available if you have a valid disabled parking badge. We will be entitled to remove any vehicle if it is parked in a disabled parking space without a valid disabled parking badge on display and you (or if you are not the owner, then the owner of the vehicle) shall reimburse to us all costs associated with its removal and subsequent recovery.
- 10.3. Whilst we will operate and maintain our guest car park with reasonable skill and care, we cannot guarantee the safety of your vehicle and/or property while on the premises. When you park or arrange for parking of your vehicle in our car park, you accept the risk of theft or damage of or to your vehicle and property in it if it is caused by any person other than our staff or contractors.
- 11. LIMITATION OF LIABILITY**
- 11.1. Subject to clause 11.2, we will only be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when our contract with you is created. We will not be responsible for any loss or damage that is not foreseeable and all personal belongings will be the responsibility of the Guest. Any items left at the Hotel after your departure will be held for a maximum period of one month and may thereafter be disposed of by us.
- 11.2. Nothing in these Conditions will exclude or limit our liability for death or personal injury caused by our negligence (including that of

our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

Clauses 11.3 - 11.5 are only applicable if you are a Consumer

- 11.3. We provide all Services only for your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that we provide, or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to you for any loss of profit, loss of contract, loss of commercial opportunity or any indirect or consequential loss or damage.
- 11.4. Subject to clause 11.2, our liability to you under these Conditions shall not exceed the value of the booking in respect of any one claim or series of related claims.
- 11.5. Nothing in these Conditions is intended to or will exclude, limit, prejudice or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under the Regulations or any other consumer protection legislation as amended from time to time.

Clauses 11.6 and 11.7 are only applicable if you are a Business Consumer

- 11.6. Subject to clause 11.2, we shall not be liable, whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way for any of the following: loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, or indirect or consequential loss.
- 11.7. Subject to clause 11.2, our liability to you arising out of the provision of Services to you under these Conditions and/or the Tour Operator Conditions shall not exceed the value of the booking in respect of any one claim or series of related claims.

12. DUTIES OF THE HOTEL

- 12.1. The Hotel undertakes to provide the Business Consumer and/or Consumer with reasonable advance notice of any refurbishment or renovation programme which may impact their booking. In such event, the Hotel may be able to assist with relocation to alternative accommodation of comparable quality but will not be liable for any additional cost incurred with this relocation.
- 12.2. The Hotel grants the Business Consumer a limited non-transferable and non-exclusive revocable licence to use the Hotel's name on specified Business Consumer websites, for the term of this agreement only, and subject

to the written approval in advance from the Hotel. Upon expiration and/or termination of this agreement, any such licence shall immediately be revoked.

- 12.3. The Hotel shall make these Conditions available via its website and in the case of a group booking, the Business Consumer or Guest making the booking shall be responsible for ensuring all members of their group comply with these Conditions.

13. DUTIES OF A BUSINESS CONSUMER

- 13.1. The Business Consumer agrees to sell the Services to individual guests as part of a package only, as opposed to isolated bookings that do not form part of a tour.
- 13.2. The Business Consumer shall perform its obligations under the Conditions with due promptness and diligence.
- 13.3. The Business Consumer undertakes to confirm all room sales, cancellations and amendments directly with the Hotel via email. Confirmation of sales, cancellations and amendments will not be accepted via telephone.
- 13.4. In the event an individual Guest of a Business Consumer books additional nights with the Hotel directly, then such reservations shall be separate from the contract between the Hotel and the Business Consumer, and the Business Consumer shall not be entitled to any fees or other compensation in respect of the additional accommodation booked by the relevant guest.

14. CHANGES TO THESE CONDITIONS

We may from time to time change these Conditions without giving you notice.

15. HOW WE USE YOUR PERSONAL INFORMATION

All personal information provided by you (or if a Business Consumer, your clients/stakeholders) will be collected, processed and used in line with our privacy policy, which explains what personal information we may collect from you, how and why we collect, store, use and share such information, your rights in relation to such personal information (or that of your clients/stakeholders) and how you can contact us and any supervisory authority if you have a query or complaint about the way in which we use any personal information.

A copy of the privacy policy can be found at www.theleddie.com.

16. REGULATIONS

If you are a Consumer, we are required by the Regulations to ensure that certain information is given or made available to you as a Consumer before we make our contract with you (i.e. before we accept your request to make a booking). We have included the information itself either in these Conditions for you to see now or we will make it available to you before we accept your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of our contract with you as a Consumer.

with, the laws of Scotland. Any dispute or claim arising out of these Conditions, any contract between us and relationship between us shall be settled by the courts of Scotland.

17. INFORMATION

As required by the Regulations, all of the information described in clause 16, and any other information which we give to you about any Services or the Hotel which you take into account when deciding to make a booking or when making any other decision about the Services, will be part of the terms of our contract with you as a Consumer.

18. COMPLAINTS

We always welcome feedback from Guests and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we want to hear from you if you have any cause for complaint. If you have any complaint about our Services or any other complaint about the Hotel or any of our staff, please raise the matter with the relevant General Manager who can be contacted at the Hotel reception, by email at hello@theleddie.com or by telephone on 01875 440 644.

19. FORCE MAJEURE

We shall not be in breach of these Conditions nor shall we be liable for any delay in performing, or failure to perform, any of our obligations under these Conditions if such failure or delay results from event, circumstances or causes beyond our reasonable control. Such causes include, but are not limited to power failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terror or any other event that is beyond our control.

20. SEVERANCE

Each clause of these Conditions operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining clauses will remain in full force and effect.

21. GOVERNING LAW AND JURISDICTION

These Conditions, any contract between us and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance