



## **General Terms of Business**

### **1. Interpretation**

1.1 In these General Terms of Business, the following words shall mean:-

Client - the person, firm or company making a booking or staying at the Hotel;

Company /Hotel - means the Bank House Hotel - trading name of the business and operated by Bransford Lodge Ltd. with which the Client makes a booking.

### **2. Application of Terms**

2.1 These terms apply to all bookings to the exclusion of all other terms and conditions except to the extent that specific terms apply for a particular booking and have been signed in writing by an Authorised Representative of the Company.

2.2 Confirmation of a booking by the Client is deemed acceptance of these terms.

2.3 The term Client and Guest shall be used interchangeably in the Terms of Business and reference to any one of them shall be deemed to include reference to the other.

### **3. Prices**

3.1 All published rates include VAT at the current rate.

3.2 The Hotel reserves the right to alter prices for any reason up to the date of booking or up to 12 weeks prior to arrival, whichever is the later.

3.3 After such dates, prices may only be altered to reflect a change in the rate of VAT or for any other reason outside of the control of the Hotel, in which case the changes will be notified to the Client. In the latter event, the Client may cancel the booking without cost.

### **4. Availability**

4.1 All rooms and rates offered by the Hotel are subject to availability and the discretion of the Hotel Manager.

4.2 Limited numbers of suitable rooms may be allocated to individual rates, packages or promotions and, when these allocations are taken up, remaining available rooms may be offered to the Client at a higher price where the Client requires such rooms.

### **5. Bookings**

5.1 Bookings must be guaranteed for the first night's accommodation by a major credit or debit card, by payment of a deposit or by agreement in writing with a company, travel agent or hotel booking agency. At the discretion of the Hotel, full prepayment may be required. At least 3 working days are required to process credit and debit card payments and 5 working days to process cheque payments.

### **6. Arrival and Departure**

6.1 Bedrooms are usually available from 3pm local time on the day of arrival. However, the Hotel is not in any way obliged to make bedrooms available to Clients at this time.

6.2 Departure is by 11am local time. Failure to check out by 11am local time will entitle the Hotel to charge an additional fee.

6.3 Where possible, at times of high demand when bedrooms are not available at the check in time, Clients may Check in to the hotel and use all the Hotel facilities, subject to any rules and restrictions in place at the Hotel in respect of the use of such facilities, including but not limited to opening times, supervision of children and infants etc. whilst the accommodation is being prepared.

6.4 Clients who are aware that they will be arriving at the Hotel before 3pm local time should inform Reception prior to arrival; however, the Hotel cannot guarantee that bedrooms will be available at the time of arrival before 3pm unless booked from the previous day.

### **7. Car Parking**

7.1 Car parking is available at the Hotel, the Client should confirm with the Hotel prior to arrival. On-site parking is free to Guests and others users of the hotel however it is subject to availability and cannot be guaranteed.

7.2 The Hotel does not guarantee that a car park space will be available to Clients either at the Hotel or off-site.

7.3 The Hotel does not accept responsibility for damage to, or theft from, or theft of vehicles parked on the Hotel premises.

### **8. Cancellations, Amendments and Non-arrivals**

8.1 There is no charge, and any deposit paid will be returned, if a guaranteed reservation is cancelled at any time up to 4pm local time on the day prior to that the Client is due to arrive at the Hotel, excluding advance purchase rates.

8.2 Bookings made on an Advance Purchase Rate are non-refundable and non-transferable.

8.3 In the event of non-arrival or cancellation after 4pm local time on the day prior to that the Client is due to arrive at the Hotel and where the booking has been guaranteed, a charge equivalent to one night's accommodation at the package rate at which the reservation was made will be levied. Normal terms of payment apply to these charges.

8.4 The Hotel reserves the right to offset any amount payable for such cancellation against the Client's credit or debit card without prior notice or the approval of the Client, where applicable.

8.5 If the Hotel cancels before 4pm local time on the scheduled day of arrival, the Hotel's liability to the Client will be no greater than the amount paid by the Client in respect of the booking.

8.6 If the Hotel cancels the booking after 4pm local time on the scheduled day of arrival, the Hotel's liability will be limited to the charge for one night's accommodation at the Hotel's rate which applies at the time that the booking was made.

8.7 In the unlikely event that the Hotel does not, for any reason, have the required number and types of rooms available as per the booking, the Company reserves the right to relocate the Client to an alternative hotel of a similar standard in the same locality. The extra and reasonable accommodation expenses incurred for equivalent accommodation (for the first night only) shall at the Company's

discretion be paid by the Company. The acceptance of this alternative accommodation by the Client (which does not release the Client from its obligation to make payment to the Hotel in respect of the booking) shall be in lieu of all other liabilities or obligations which are hereby expressly excluded. The Client acknowledges that neither the Company nor the Hotel accept any liability for any loss or damage suffered by or caused to the Client in consequence of the relocation of the Client.

8.8 A cancellation number will be provided at the time of cancellation and this should be retained for future reference.

8.9 Cancellations and amendments for bookings made through the companies' website can be made via the Hotel. When the booking is confirmed, a reservation number and access code will be supplied. This must be retained for access to the booking in the event of the need for cancellation and/or amendment. Any reservations made through any third party websites must be cancelled through them and subsequently we will be informed. Please refer to those individuals companies Cancellations, Amendments and Non-arrivals policy detailed on their webpages.

#### 9. Payment

9.1 Settlement of the bill in full, less any advance payments, must be made prior to departure from the Hotel.

9.2 Upon arrival the Hotel reserves the right to request full payment of the bill or a pre-authorisation of the Client's credit or debit card or, where payment is to be by cash, request the client to place cash up to an amount of 1.5 times the room rate multiplied by the number of nights booked.

9.3 All major credit and debit cards are accepted. Personal cheques are not accepted. Company cheques are not accepted without prior clearance. Accounts may only be forwarded for payment on completion by the Client and formal acceptance by the Hotel of an application for credit facilities, which may be withdrawn at any time. Credit facilities are not offered to private individuals.

9.4 All sums are due for payment on presentation of the invoice. In the event of any query relating to the invoice, the Client must notify the Hotel within 7 days of the invoice date and the Client's obligation to pay all outstanding balances immediately will not be affected.

9.5 The Hotel may charge interest at a rate of 4 percentage points per year above the Lloyds Bank Limited base rate on any outstanding balance before and after judgement.

9.6 By agreeing to the terms of this Agreement you hereby expressly authorise Bransford Lodge Ltd to debit such sums, as are owing to it under this Agreement from your Credit/Debit card account(s). This express authorisation extends to the terms of Clauses 8, 12, 13, 16 and 19

#### 10. Children

10.1 Children aged 15 years and under must be accompanied by a responsible adult Client to ensure at all times that the children's behaviour is appropriate for other guests within the Hotel.

10.2 Subject to the availability of suitable accommodation, children aged 15 years and under stay free when sharing a room with two adults, on the basis of one child per adult. Children sharing with one adult or in their own room pay the adult rate.

10.3 At the discretion of the Hotel, children may be excluded from certain events or promotions where deemed unsuitable or inappropriate.

10.4 Where hotels have spa and leisure facilities, children aged 15 years and under must be accompanied by an adult Client at all times and they are not permitted to use gymnasium and sun bed/tanning equipment. Under 5's are excluded from the gymnasium, sauna, spa pools, tanning and solaria areas at all times. Under 5's must be accompanied in the swimming pool by an adult Client at all times. Clients must read and follow the conditions of use displayed at such facilities.

10.5 In the interests of the health and safety of children, the spa is subject to specific time allocations for use of the facilities by children. Clients are advised to check with the Hotel beforehand.

10.6 No treatments offered in the spa are performed on children 15 and under, for young adults 17 and under, clients are advised to check with the hotel before booking any appointments.

#### 11. Rooms for Disabled Guests

11.1 A number of hotel rooms offer modified facilities for use by Guests with disabilities. As needs do vary, Guests are requested to check with the Hotel before booking.

#### 12. Dogs and other Pets

12.1 Normal domestic pets are not accepted within the Hotel with the exception of guide and hearing dogs. Clients and Guests are asked to check in advance with the Hotel for further details.

12.2 The Client is responsible for controlling the pet including guide dogs and hearing dogs and will be liable for any damage, soilage or injury however caused by the pet.

#### 13. Behaviour

13.1 The Hotel reserves the right to judge acceptable levels of noise or behaviour of Clients, Guests or representatives, who must take all steps for corrective action as requested by the Hotel.

13.2 In the event of failure to comply with management requests, the Hotel may terminate the booking, stop any event immediately and / or ask the Client to vacate the Hotel premises immediately without being liable for any refund or compensation.

13.3 All bedrooms at this Hotel have been designated non-smoking. Should you choose to smoke in your room the Hotel reserves the right charge you £150.00 to cover the cost of cleaning the room and for the disruption caused.

#### 14. Right of Refusal

14.1 The Hotel reserves the right to refuse a Client, Guest or representative entry and accommodation if, on arrival, management reasonably considers that the guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.

#### 15. Discrimination

15.1 It is the policy of the Hotel not to discriminate on the grounds of race, colour, nationality, religion, sex, marital status, age, ethnic origin or disability.

15.2 Clients, their employees, guests and all sub-contractors engaged by or on behalf of the Client are expected to adhere to this policy and the Hotel may, without incurring any liability to the Client, remove from the Hotel any person or persons offending against this policy.

#### 16. External Purchases

16.1 No wines, spirits, beers or food may be brought into the Hotel or Hotel grounds by Clients, their guests or representatives for consumption or sale on the premises without the express written consent of the Hotel and for which a charge may be made by the Hotel.

#### 17. Comments and Complaints

17.1 Any comment or complaint regarding the Hotel should be made to the General Manager or Duty Manager at the time of visit so that the matter can be resolved immediately. Alternatively, write within 7 days to the Hotel's General Manager.

#### 18. Statutory Requirements

18.1 The Hotel is subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients, their guests and representatives.

#### 19. Liability

19.1 Other than for death or personal injury caused by the negligence of the Hotel, the Hotel's liability to the Client is limited to the price of the booking.

19.2 Unless the Hotel is liable under the above condition 19.1, the Client indemnifies the Hotel from and against any and all liability and any claims, proceedings or damages resulting or arising from the booking, event or function, the Client, guests or any outside contractors of the Client.

19.3 The Hotel will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.

19.4 The Hotel does not accept any responsibility for the Client's personal property nor those of its guests, employees, representatives, invitees or contractors including gifts, presents, seminar, conference, exhibition, or other corporate presentation material or such other items brought by the Client, its employees, Guests, representatives, invitees or contractors to the Hotel (cumulatively referred to as the "Client's Property"). The Hotel may, at the request of the Client, provide personnel to assist in carrying, directing, placing, installing or setting up (as the case may be) the Client's Property. The Hotel will not assume custody or control of such articles, which remain on Hotel premises at the owner's risk. In such an instance, the Client acknowledges and accepts that the Client shall remain responsible for the Client's Property and shall not hold the Hotel liable in any manner whatsoever.

19.5 The Client is responsible for any damage caused to the allocated rooms, its furnishings, utensils, fixtures and fittings and equipment in such rooms by any act, omission, default or neglect of the Client, its guests, employees, representatives, invitees or contractors and shall pay to the Hotel on demand the amount required to make good or remedy any such damage.

19.6 Clients should ensure that valuables are covered by the Client's own insurance policy. The Hotel's liability is limited to the terms of the Hotel Proprietors Act 1956, a copy of which is available at Reception in the Hotel.

19.7 Clients must report any loss of or damage to their property immediately on discovery to the Hotel's Management or Security, and shall make themselves available to assist with any reports made by the Hotel to the police.

19.8 Clients shall not enter areas of the Hotel that are indicated as being closed to the public. The Hotel shall not be responsible for death, personal injury or loss or damage to property suffered by a Client and their Guests in such areas.

19.9 Liability is limited to the Hotel operated Bransford Lodge Limited.

#### 20. Third Party Liability

20.1 Neither the Hotel, the Company accept any liability for services rendered by third parties to Clients notwithstanding that such services may be arranged by the Hotel or the Company.

20.2 Any claim, demand, charge, suit or damages which may be incurred by the Client or their Guests (or any person claiming thereunder) shall be made directly with such third parties and the Hotel shall render all reasonable assistance in this regard.

#### 21. Insurance

21.1 The Client is recommended to have and is responsible for insurance to cover cancellation, curtailment, and loss of baggage, personal effects and money.

#### 22. Data Protection

22.1 The information provided by the Client may be processed by the Company for the purposes it has notified to the Data Protection Registrar. By confirming the booking, the Client consents to this processing of the information.

22.2 View full details of our privacy policy, available from the hotel or on the website.

#### 23. Dispute

23.1 These terms will be construed in accordance with English law and the Hotel and the Client submit to the non-exclusive jurisdiction of the English courts unless the Hotel is in Scotland, where Scottish law applies and the Scottish courts will have non-exclusive jurisdiction.

#### 24. Internet Facilities

24.1 Internet facilities are provided by third party providers. Where these facilities are available in Hotels, the Client acknowledges that there may be disruption to the connection without prior notice particularly at times of high demand. We ask guests to use this service responsibly. The Hotel shall not be liable whatsoever for any such disruption or speed to the service. The Client further undertakes not to use the facility for any fraudulent purpose or in connection with any criminal offence and in contravention of any license and will indemnify the Hotel and the Company against any claim, demand, suit, proceeding or prosecution arising therefrom.

#### 25. Website Information

25.1 The hotel cannot accept responsibility for any errors or omissions and reserve the right to cancel, amend or vary the arrangements featured in the site without notice.

#### 26. Accessibility

26.1 The Bank House Hotel is committed to improving accessibility for all customers within our hotels and users of our Internet site. The company undertakes where possible to make all properties "reasonably compliant" with the requirements of the Disability Discrimination Act 1995. If you require more information on accessible rooms at the hotels, please contact the hotel directly. To aid users of our website, all images on this website now carry an alternative text tag, also known as an ALT tag. To aid navigation of the website there is also a site map.

#### 27. Copyright

27.1 The content of each page of this Internet site is the property of the Bank House Hotel.

No part of our internet site may be reproduced, displayed or republished in any form without prior consent, except that permission is granted to a user to print or photocopy individual articles or entire pages from our Internet site, provided that this is for personal use only. Should you require any further information or permission to use anything contained in this site, please contact the Marketing Department at the Bank House Hotel by e-mail.

The information contained in this Internet site is provided in good faith. The use of any information from this site is entirely at the risk of the user. The hotel will not be liable for any costs, losses, expenses or damages (whether direct or indirect, special, economic or financial) that may be incurred through the use of any information contained in this Internet site or in any other Internet site linked from it.

#### 28. Internet Site Security

28.1 Booking online through our Internet site is safe. Security of our site is paramount and we have invested a great deal of time and money to ensure you can have the peace of mind that your details are secure. Our online reservation system is secure and your credit card information will be encrypted.

After you have checked availability for a hotel and have clicked on "Book Online" to access the "Booking Details" page, the reservation process is secure.

If your browser is set up properly, when you first enter a secure booking page you will see the security padlock icon appear in your browser.

As there are numerous browsers and browser versions, we are unable to address each possible way to view the security of our reservation pages. However, the following is how to check security on the "Booking Details" page if you are using Internet Explorer 6.0 and above:

Right click on "Booking Details" page.

Select Properties.

Click on "Certificates" button - the secure icon will appear and an explanation of the Certificate Properties will be displayed