

## TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION & SERVICES

These Conditions are the standard terms and conditions that apply to the booking of any Hotel room provided along with the provision by us of any Services (as defined in clause 1.1. below) offered to and used by Guests. 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).

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

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

Business means any business, trade, craft or profession carried on by you or any other person/organisation.

Conditions means these terms and conditions as amended from time to time.

Company/we/us/our means Gothia Cup Hotels.

Consumer means an individual customer or Guest who receives Services for his/her personal use

Hotel means any hotel booked through Gothia Cup Hotels.

Rates means the prices payable by you for the provision by us of room accommodation.

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

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

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

### 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 website ([www.gothiacuphotels.com](http://www.gothiacuphotels.com))

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 give us payment details for any reservation at the time of booking. We will take your credit/debit card details and you authorise the use of this card for any sums that are due to us.

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, there 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 book using the Flexible Rate you may cancel your reservation up until 1<sup>st</sup> May 2024 and receive a refund. Rooms booked on the Non-Flexible Rate cannot be refunded.

### 3. FEES AND PAYMENT

3.1 We make details of Rates available on the Hotel website. All Rates include VAT.

3.2 The Rate(s) will include all facilities which the Hotel has in its standard bedrooms.

3.3 Additional charges may apply at the Hotel for other Services including, but not limited to, car parking, meals, drinks, room service, entertainment facilities or activities, use of any function or other rooms, or any other equipment, services or facilities.

3.4 We may alter any of our Rates due to circumstances beyond our control, such as a change in VAT rate. If the Rate of your room increases between the time when you make a booking and the date of the booked room accommodation, we reserve the right to pass on any increases in the Rate but you will have the option to cancel your booking and receive a full refund if you do not wish to pay the new Rate.

3.5 You must pay in full for any reservation booked and will not be entitled to any refund, except as stated in Clause 4.

3.6 Where Clause 4 specifically says that you will be entitled to a 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 Clause 4 or as required by such legislation.

### 4. CANCELLATIONS

4.1 Unless you pay in advance for a booking at a Non-Flexible Rate, you may cancel a reservation without charge if you give us written notice before 1<sup>st</sup> May 2024.

If you cancel under this clause 4.1, we will refund to you in full any sum you paid.

4.2 If you cancel but do not give us notice of the cancellation of a reservation in accordance with the timeframes under clause 4.1, we will be entitled to charge you the full Rate for your room.

4.3 We may, at any time before you check in, cancel a reservation booked by you in the following circumstances:

4.3.1 The required accommodation and/or personnel and/or other resources necessary for the provision of the room are not available due to any cause outside our reasonable control. If we cancel a reservation in such circumstances, we will offer you alternative accommodation of the same standard or better if it is available. If it is not available or we offer it to you and you decline it, we will refund to you in full any payment that you have made to us for your reservation.

### 5. HOTEL RULES

5.1 You 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, the Hotel may ask you to leave the Hotel without any refund of monies paid for your Room.

5.2 Smoking is not permitted in any Hotel rooms. This includes the smoking of e-cigarettes.

5.3 We reserve the right to pass on any costs incurred by the Hotel in cleaning (including, but not limited to, fixtures, fittings and soft furnishings) and restoring the room.

5.4 You must not use any electrical appliances that may set off fire alarm system, such as toasters, mini cookers or portable grills;

5.4.1 tamper with any fire alarms or emergency equipment;

5.4.2 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;

5.4.3 prevent the Hotel management, housekeeping and/or maintenance staff from having access to your room as and when required, with housekeeping being permitted full access at least once every two days;

5.4.4 remove, damage or destroy any Hotel property;

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

5.4.6 cause unreasonable disturbance to any other guests or staff.

6. Any child under the age of 16 may only stay at the Hotel if accompanied by an adult aged at least 18.

6.1 You will be charged for any and all damage caused by you to any Hotel property during your stay.

6.2 All of the above rules will also apply to members of your party and your guests and you shall be liable for any breach of the above rules by any of them.

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

6.4 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:

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

6.5.1 restrict access to the Hotel;

6.5.2 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;

6.5.3 retain all sums paid by you and/or charge you the full amount of your reservation; or

6.5.4 refuse future reservations from you and/or refuse you entry

## 7. OCCUPANCY

7.1 You must not exceed the maximum occupancy for the room allocated

7.2 Any child under the age of 16 may only stay at the Hotel if accompanied by a parent or guardian who is also staying at the Hotel.

7.3 We reserve the right to change your room allocation at any point during your stay for any reason.

## 8. LIMITATION OF LIABILITY

8.1 We will 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.

8.2 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.

8.3 We provide all Services only for your personal and private use/purposes.

## 9. CHANGES TO THESE CONDITIONS

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

## 10. HOW WE USE YOUR PERSONAL INFORMATION

All personal information provided by you 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 and use and share such information, your rights in relation to such personal information 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 requested from [info@gothiacuphotels.com](mailto:info@gothiacuphotels.com)

## 11. 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.

## 12. INFORMATION

As required by the Regulations, all of the information described in clause 13, 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.

## 13. 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 nevertheless want to hear from you if you have any cause for complaint.

email [info@gothiacuphotels.com](mailto:info@gothiacuphotels.com)

## 14. 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.

#### 15. NO WAIVER

If we do not insist that you perform any of your obligations under these Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

#### 16. 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.

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