

## STANDARD TERMS & CONDITIONS FOR BOOKING AT ADAMTON HOUSE HOTEL

These are our general Terms and Conditions and we would ask that you read these carefully. By placing a booking with Rossbeck Limited trading as Adamton House Hotel ("the Hotel") you are agreeing to be bound by the Terms and Conditions detailed below which form the basis of your contract with Adamton House Hotel. In the Terms & Conditions below, the words "you" and/or "your" refers to any person whose name appears on the booking, which includes any person(s) subsequently added or substituted. The words "we", "us" and/or "our" refer to the Hotel. We ask that you print and retain a copy of this Agreement for your records.

A small booking constitutes a reservation of 4 rooms or less. A large booking constitutes a booking of 5 rooms or more, or the reservation of a room for an event. Large bookings will be issued with a contract and the booking conditions may vary to those below so please ensure you check the 'small print' before signing your contract.

### 1. Making a booking

By making a booking you are confirming that you are authorised to do so on behalf of all persons named in the booking and you acknowledge that all members of your party agree to be bound by these Terms & Conditions. When your booking has been made a confirmation will be sent to you either by email using an email address that you have supplied to us or by post. We ask that you retain a copy of this confirmation for your reference. You must contact us immediately if any of the details in the booking confirmation are incorrect or incomplete. Booking confirmations are always subject to the availability of accommodation at the hotel.

The "booking fee" is the total amount payable for the booking. Provisional numbers will be requested at the time of booking and no guarantee is given by the Hotel that there will be any additional accommodation or availability for extra guests. The "booking fee" must be paid by way of a booking fee deposit as stated below. You should carefully check the details of your confirmation as soon as you receive it and you must contact us immediately if any of the details in the booking confirmation are incorrect or incomplete. We will always try to rectify any inaccuracies or accommodate any changes you wish to make to your booking. We will not accept liability for any inaccuracies that are not brought to our attention within 10 days of issuing your confirmation, nor can we accept any responsibility for inaccurate information supplied by you.

The hotel reserves the right to set a minimum number to be charged for any event/venue/space. Final numbers, room types and meal/food selections must be confirmed 30 days prior to the event (not including the day of the event) and these will be subject to a minimum number. This will be the number and meal/food selection charged for. If no meal/food selections are received and confirmed by such date (30 days prior to the event) the hotel will be entitled to make food/meal arrangements at its sole discretion and the client hereby agrees that no complaints whatsoever will be entertained in respect of such selections.

### 2. Paying for your booking

All bookings made must be guaranteed with a credit or debit card. All major credit cards and debit cards are accepted but we advise clients to always check before booking and on arrival with the Hotel to make sure the client's particular chosen credit or debit card is acceptable to the Hotel. You shall when requested provide us with appropriate credit/debit card details which you authorise us to retain as security for any final account payable in respect of your booking.

The total booking fee together with any additional costs incurred with the Hotel during your stay (such as but not limited to the cost of external telephone calls, meals, drinks, items from any mini-bar and any travel expenses) must be paid for in full by the customer to the Hotel on the due day of departure/check-out from the Hotel. We reserve the right to charge interest at the rate of 2% per month calculated on a daily basis on any outstanding monies that remain due to the Hotel until such outstanding sum with interest accrued has been paid to us. In the event of any sum remaining outstanding on the day of departure you authorise the Hotel to obtain payment from any credit or debit card account we have on record for you. Cheques must be supported by, and be within the limits of, a current Service card issued by any major UK bank. We reserve the right to charge a supplement of 4% of the value of the booking for booking payments made to us by credit or debit card. If we accept a booking over the telephone then as a measure of fraud prevention you will be required to enter the three digit Card Verification Value (CVV) printed on the back of your credit or debit card when making a booking online. All prices are quoted in £GBP and include tax (VAT) at 15%.

For Large Bookings a non-refundable deposit (the "booking fee deposit") will apply as follows:-

- Up to 50% of the total booking fee as a booking fee deposit will be required - we will contact you by telephone shortly after you have made your booking so that we can take your credit/debit card details. Deposits are not refundable. Deposit and payment requirements may vary. Where this is the case it will be clearly stated during the booking process.
- Full pre-payment is required for Christmas Party Nights, New Year Events, Special Events and family Events (Wedding parties etc) and these payments are not refundable.
- Conference bookings may be agreed to be invoiced post-event (subject to acceptable credit checks and ratings) and all invoices must be paid within 30 days or further credit will be refused. Events that are invoiced after the event are subject to the same cancellation terms as detailed below.

Where we have expressly agreed at the time of a booking that a booking is to be treated as provisional in respect of which the final number of guests and rooms is to be confirmed by a specified later date we shall confirm this in writing. The booking may also be regarded as provisional by the Hotel if payment methods have not been agreed in writing by the Hotel.

The balance of the payment of the total booking value is payable 30 days prior to the day of arrival unless we have agreed in writing an alternative arrangement. If any payment is not made by you to us by the date being 30 days prior to arrival or, if an alternative arranged date has been agreed, by such an alternative date the Hotel reserves the right to charge interest at the rate of 2% per month calculated on a daily basis on any outstanding sum until such sum with any interest accrued has been paid to us. If any sum remains due fourteen days prior to the event we reserve the right to cancel the booking and retain any deposit to cover lost revenue.

### 3. VAT Invoice

All prices including services include Value Added Tax (VAT) at 15%. A VAT invoice will be provided at the hotel on departure. For Large Bookings the additional terms will also apply Daily (otherwise known as "8 hour") delegate (i.e. a client of the Hotel who by prior

arrangement the Hotel has agreed to allow to use facilities of the Hotel for up to 8 hours) and 24 hours delegate (i.e. a client of the hotel who by prior arrangement the Hotel has agreed to allow to use facilities of the Hotel for up to 24 hours) rates are inclusive of VAT at 15% where applicable. Clients are advised to clarify VAT arrangements as these may differ depending on which particular venue is hired.

#### **4. Price changes**

The Hotel reserves the right to increase or decrease the price of unsold breaks or rooms at any time. The price of your chosen break will be confirmed when your booking is made and, with the exception of any errors, we will not increase this price once it has been confirmed. We reserve the right to correct any errors in advertised and confirmed prices and will do so as soon as we become aware of an error. We will notify you of any price discrepancies relating to your booking should they arise, but we strongly advise you to check that the final price of your booking is correct before making your final confirmation.

#### **5. Amendments to your booking**

You should notify us of any amendments to your confirmed booking by telephone or in writing (by post or by email to [info@adamtonhouse.com](mailto:info@adamtonhouse.com) as soon as possible. Amendments are subject to availability and those made outside the cancellation period (see paragraph 6 below) may be subject to cancellation charges.

#### **6. Cancellations and Changes**

(a) Any cancellation of a small booking must be confirmed by the customer to us in writing either by email or recorded delivery mail by noon the day prior to the due date of arrival. In the event of a booking or part of a booking with us being cancelled by the customer (whether for the customer and/or any member of the customer's party) less than 24 hours before the due date of arrival or a client or member of the client's party fails to arrive at the Hotel by midnight on the day of due arrival there shall be a cancellation charge imposed by the Hotel of a sum equivalent to the cost of 1 night's stay with the Hotel based on the type of booking previously placed by the customer but so cancelled. Should a booking be cancelled the Hotel reserves the right to charge an additional sum equivalent to any additional loss suffered by the Company and therefore any costs incurred for any equipment and/or other services hired by the hotel on behalf of the customer will be added to any cancellation fee.

(b) In the unlikely event that the Hotel is unable to accommodate a confirmed reservation it may be possible to offer an alternative of an equal or a superior standard. If at any time we need to make changes that will significantly affect your stay or if we decide to cancel your stay which we reserve the right to do for any reason we deem in our absolute discretion desirable or necessary, we will tell you as soon as possible, offering a refund or in our discretion a suitable alternative. This does not apply to minor changes or events during your stay, resulting from unusual or unforeseeable circumstances beyond our control. The services offered at the Hotel may vary without prior notification where changes are required. If changes are made we reserve the right to offer suitable alternatives. In the event of us cancelling your booking you agree that we shall not be held liable or in any way responsible for any loss or inconvenience such cancellation may cause to you or those within your party, and our only liability shall be to the extent of providing a refund of any booking fee or booking fee deposit paid. We cannot be held responsible for cancelling your booking as a result of your failure to comply with any requirement of our Booking Terms & Conditions, and we cannot be held liable for any expenses, costs or losses incurred by you as a result of any change or cancellation. If a guest or a member of your party behaves in a way that causes or is likely to cause danger, upset or distress to a third party or to hotel or guest property, we are entitled, without prior notice, to curtail the stay and request that the person(s) concerned leave the hotel. No refunds or return travel arrangements will be made and we will not pay any expenses or costs incurred as a result of such a curtailment.

(c) For Large Bookings the following terms will apply. Any cancellation by you must be confirmed to us in writing either by email or recorded delivery mail and receipt acknowledged by the Hotel. The following percentages of the overall booking fee will be charged as a cancellation fee and will become immediately payable on cancellation:-

- If cancellation occurs 4 - 6 weeks before an event you will be charged 25% of booking fee
- If cancellation occurs 2 - 4 weeks before an event you will be charged 50% of booking fee
- If cancellation occurs 0 - 2 weeks before an event or the client fails to arrive on the due arrival day we reserve the right to charge 100% cancellation fee.

If an event is cancelled by the client and in our opinion a similar event is booked by the client at the same venue/room within a period of 14 days of the cancellation, 25% of the cancellation charge will be credited to the re-booked event. Should a booking be cancelled an additional charge may be made equivalent to any additional loss suffered by the Company and therefore any costs incurred for any equipment and/or other services hired by the hotel on behalf of the customer will be added to any cancellation fee.

#### **7. Checking-in and out**

Your room(s) will normally be available from 3pm and must be vacated by 11am on the day of your departure. If you plan to arrive later than 6pm, please advise the hotel directly by calling the number given on your booking confirmation. If rooms are not vacated by 11am on the due day of departure additional charges will be applicable.

Early check-in or late check-out supplementary prices are available on request. Please check with reservations or Reception as they are subject to availability. There is ample parking available at the Hotel but any requirements of the Hotel regarding parking must be complied with.

#### **8. Additional Requests**

All additional or special requests are subject to availability and we cannot guarantee the provision for special requests. Any additional requests made should be prior to your arrival at the hotel, giving reasonable advance notice.

#### **9. Third party suppliers**

Elements of your break may include services supplied by third parties (for example golf, clay pigeon shooting, mountain bike hire, etc). Such third party suppliers will usually have their own set of Terms and Conditions relating to the services they provide. You should consult the Terms and Conditions of any third party either before or soon after making a booking if your break includes such items.

## 10. Medical conditions

If you or any member of your party has a medical problem or disability which may affect your stay, please either call our Reservations assistant to advise us so that we can make provision for the particular needs of the person(s) concerned, or advise you if we are unable to make such provision. If details are not provided to us at the time of booking, the hotel reserves the right to cancel the booking should it be unable to make appropriate provision for a specific need or needs.

## 11. Circumstances beyond our control

We cannot accept responsibility for unforeseen circumstances beyond our control. The hotel shall not be liable for any failure or delay in performing any of its obligations under this Agreement nor liable to an attendee or guest for any loss or damage to property if the failure or delay was due to any cause beyond our control. These include (but are not limited to) adverse weather conditions, fire, riot, war, terrorist activity (or threat of such activity), industrial dispute, natural disaster, or injuries and death of an individual(s) through accidental circumstances unconnected with the hotel. Including [without limitation] terrorist activity or serious potential for terrorist activity whether within the proximity of the hotel or in the UK or worldwide and directly or indirectly affecting the UK, misconduct or negligence of any attendee, guest or external third party, war or threat of war, civil or political action or disturbance, riot natural failure of or interruption in externally provided services and utilities and all similar events outside the hotels' control.

By making a booking you are accepting responsibility for any damage or loss caused by yourself or a member of your party. Full payment for any such damage or loss must be paid to the hotel owner or manager on demand. If you fail to do so, you will be responsible for meeting any claims subsequently made (together with our own and the other party's full legal costs) as a result of your actions.

## 12. General

- (a) It is strictly prohibited for any goods, services, food and/or drinks to be bought and/or sold on the hotel premises neither shall any pest be brought onto the Hotel's premises.
- (b) The client shall fully indemnify the Hotel and its staff in respect of any loss, damage, theft or the cost of any necessary repairs in relation to any property or other matters a result of any damage or loss caused to any part of the hotel or the equipment thereon or its staff or their property by the negligence willful act or default of the client or any person invited by the client or though the client to the hotel.
- (c) The client agrees to the hotel processing all data in all formats whatsoever received, given to or obtained prior to during or after any potential or actual booking or event.
- (d) Without prejudice to paragraph 7 above the Hotel retains the right to refuse or cancel a reservation when the hotel considers that the reservation might prejudice the Hotel's reputation or if the client or any other guests who are part of the client's booking is in breach of the Hotel's standard credit terms or any other rules or requirements of the Hotel or if the client does not adhere to the time scales and terms relating to payment/and or confirmation.
- (e) Please note any conditions relating to the occupation of the bedrooms signed by clients upon registration.
- (f) The Hotel shall not be liable for any loss or damage to property of the client or any such persons as may occur except within the constraints of the Hotel Proprietors Act 1956. In the case of loss or damage to property this shall be reported and noted by the Duty Manager at the time of discovery thereof and reported to the Police within 24 hours. The Hotel's liability for any other loss of or damage to an attendees' or guests property is limited to £50.00 for any one article or £100.00 in aggregate, except where placed in the central safe, or where stolen, lost or damaged through the default, neglect or willful act of the hotel. For the avoidance of doubt the Hotel shall not be held liable for any loss or damage suffered by a client or a member of a client's party to any computer, laptop or other equipment or any other loss or damage arising out of the use of any Internet facility made available by the Hotel, and it shall remain the responsibility of any customer or party member to ensure that any equipment brought onto the Hotel's premises and used in connection with any Internet facility provided by the Hotel shall at all times be fully protected by appropriate anti-virus software.
- (g) Attendees and guest shall not enter areas of the hotel which 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 an attendees or guest in such areas.
- (h) These are the terms and conditions, which prevail. The Hotel will not accept any unilateral amendments to these terms by the client except if agreed in writing by a Director of Rossbeck Limited. All other variations will be excluded. This includes any terms and conditions which the client purports to apply under any purchase or any confirmation of order, specification or other document.
- (i) The Hotel may withdraw all or part of the facilities for any period when required for use by the hotel in connection with any repair attention or maintenance work.
- (j) Goods and services may not be bought or sold on the Hotel premises. No tickets whatsoever may be sold at an event by the client.
- (k) The Hotel, name, logo and telephone number etc may not be used in any advertising or other publicity without the prior consent of the hotel's Manager.
- (l) No signs, displays, posters and or other material may be fixed to the walls of the hotel without prior authorisation of the Hotel.
- (m) If the booking with our express agreement includes the client employing the services of an outside contractor then the client will indemnify the hotel against any loss or damage to the property or death or illness or any injury to any persons and against all claims, costs, demands, proceedings and damages arising thereon. Any outside contractor employed by the client must report to the Duty Manager at the Hotel and sign any Indemnity Form. The hotel reserves the right to refuse access to any contractor in appropriate circumstances. Clients must only instruct qualified subcontractors who shall have first been approved in writing by the Hotel to carry out any work on their behalf and such persons must meet all statutory legal requirements plus any additional requirements of the Hotel.
- (n) The client will be liable for fully indemnifying the Hotel and its staff in respect of any loss, damage, theft or the cost of any necessary repairs in relation to any property or other matters a result of any damage or loss caused to any part of the hotel or the equipment thereon or its staff by the negligence willful act or default of the client or any person invited by the client or though the client.
- (o) The client agrees to pay the Hotel for any food, beverage or any other services not provided for in the contract but made available on request of the client, and whether or not a signed docket is obtained.
- (p) The client agrees that in the event of the client with the express permission of the Hotel employing the services of any disc jockey mobile discotheque or live music entertainment provide, any music played will cease promptly when requested by the hotels' management and that such music provision will be under the unfettered control of the hotel.
- (q) Without prejudice to paragraph 7 above the Hotel retains the right to refuse or cancel a reservation when the Hotel considers that the reservation might prejudice the Hotel's reputation or if the client or any other guests who are part of the client's booking is in breach of the Hotel's standard credit terms or any other rules or requirements of the Hotel or if the client does not adhere to the time scales and terms relating to payment/and or confirmation.

- (r) In the event of credit terms being exceeded, late payment or disputed charges, the Hotel reserves the right to charge at rack rates, and to ignore any discounted rates agreed.
- (s) A charge for any reservation made is determined by the prevailing rate applicable to the date of stay and not by the date of reservation.
- (t) The facilities contracted in the confirmation agreement are for the exclusive use by you, the client and its direct affiliates and resale of the facilities is not permitted without the prior written consent of the Company.
- (u) The client may not bring any food or drink into the hotel for use during their stay unless agreed with the Duty Manager.
- (v) The client agrees to comply with the statutory laws concerning licensing and entertainment provisions relevant to the event.
- (w) These are the terms and conditions, which prevail. The Hotel will not accept any unilateral amendments to these terms by the client except if agreed in writing by the Events Manager. All other variations will be excluded. This includes any terms and conditions which the client purports to apply under any purchase or any confirmation of order, specification or other document.
- (x) All quotations and event agreements are made and all orders accepted subject to these terms and conditions notwithstanding anything, which may be stated to the contrary in the clients order forms and in any other correspondence.
- (y) All events must end and all rooms must be vacated within 15 minutes of the times agreed by The Hotel. If rooms are not vacated at this time additional room hire charges will be applicable.
- (z) The hotel may withdraw all or part of the facilities for any period when required for use by the hotel in connection with any repair attention or refurbishment.

### 13. Complaints

If you are dissatisfied with any aspect of your stay you should bring the problem or issue to the attention of the duty manager at the hotel as soon as possible so that all reasonable efforts can be made to rectify the situation. If for any reason the issue cannot be resolved to your satisfaction you should put it in writing and send it to the General Manager at the hotel. Any complaints arising out of your stay at the hotel that are not brought to the attention of the hotel during your stay are unlikely to receive the same level of attention if made retrospectively. Should you be dissatisfied with any aspect of the service provided by The Hotel, you can bring it to our attention by writing to: The General Manager, Adamton House, Baird Road, Monkton, Prestwick KA9 2SQ. Complaints brought our attention will normally receive a response within 7 working days.

**Breakfast & Dinner:** Bed & breakfast prices include a full traditional English breakfast, unless otherwise stated. Dinner, bed & breakfast prices include breakfast, as stated plus numbered course meals full details of which are available by contacting the Hotel. For any Room-only rates and which do not include any meals but where after a booking is placed meals are requested please note the Hotel will advise of additional rates for any meals booked separately but in respect of which the Hotel does not guarantee that there will be availability for any meals required after a booking for accommodation has been placed. The Hotel reserves the right to apply a dress code and restrictions on children at certain times of the year or in respect of certain events or meal times.

**Tourist attractions:** To avoid any disappointment we advise you to check the seasonal and/or daily opening times of any tourist attractions prior to travelling to the hotel or the attraction concerned.

**Pets:** Pets are not allowed on the Hotel grounds or in the Hotel except with the prior written consent of the Hotel.

**Insurance:** You should check that any insurance cover you have provides adequate cover for your needs.

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