

General Terms and Conditions

In these terms and conditions the following definitions have the following meaning:

“Booking” shall mean the booking of accommodation, functions and/or any other services or items made with us.

“Accommodation” Shall refer to the Guest’s Bedroom

“Public Area” Shall refer to areas of the hotel open to the public and/or guest.

“Stay” shall mean the entire period the Guest booked to stay at our Accommodation

“Agreement” shall mean the agreement between Avalon Hotel and the Guest for the Booking

“Check In” arrive and register at the Hotel

“Check Out” To leave the Hotel after paying all outstanding charges in full and returning your room key

“Company” of “We” or “Us” or “Our” shall mean the sole trader company Avalon Hotels, of Mr Anthony Mark Richards

“Guest” shall mean the person(s) named in the Booking and his / her party.

“Booking Party” shall mean the Guest or company or organisation which made the Booking.

“No Show” A Booking where the Guest neither checks-in prior to the Last Check-in Time nor cancels it.

“Last Check-in Time” The latest time on the scheduled day of the Guest’s arrival by which a Guest must have checked-in

“Terms”, T&Cs, T&C or “Terms and Conditions” shall mean these Terms and Conditions.

“Hotel” means the premises of the Avalon hotel for which your Booking is made.

“Websites” means theavalonhotel.co.uk or any other website owned or operated by us relating to a Hotel from time to time.

“Walk-in” refers to reservation of a room or rooms at time of check-in where no prior Booking has been made.

1. Interpretation:

- 1.1 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation, construction or validity of the Agreement.
- 1.2 Reference to the singular includes reference to the plural and vice versa. Reference to a gender includes references to all other genders.
- 1.3 Unless the context otherwise requires, reference to “in writing” shall refer to statement, invoice, letter or electronic mail (e-mail).

2. Booking

- 2.1 All Bookings at the Hotel are subject to these Terms
- 2.2 The making of a Booking (unless cancelled in accordance with the Company cancellation policy and no-Shows (pursuant to Art. 4) will form an agreement based on these Terms between the Guest and the Company for the Booking.
- 2.3 This Agreement supersedes all other agreements, oral or written, previously entered into with respect to the subject matter contained in this Agreement and the transactions, which it contemplates, and it contains the entire agreement of the Parties.
- 2.4 In the event of a Booking being made via an agent or other Third Party and any conflict between these Terms and Conditions and such agent or Third Party’s booking conditions these Terms and Conditions shall prevail.
- 2.5 Avalon Hotels permits the Guest to use the accommodation, Public Areas for the period of the Booking pursuant to these Terms and Conditions.
- 2.6 The Guest will be responsible for all payments and for any damage whether caused by the Guest or his or her party and shall make his or her party fully aware of these Terms and Conditions.
- 2.7 To reserve your room please follow the instructions on the website, mobile site or app (as applicable).
- 2.8 Guest must be at least 16 years old to make a reservation.
- 2.9 Please check that the details of your reservation are complete and accurate before you confirm your reservation. We will not be

liable for any delay or non-performance if you provide us with incorrect information.

- 2.10 We will confirm our acceptance of your reservation by sending you an email to the email address that you provide during the reservation process. The agreement between us for the provision of your room and any additional services added to your reservation will be formed when this email confirmation is sent by us.
- 2.11 If Guest think that there is a mistake in your reservation or if you require any changes to a confirmed reservation, please contact us to discuss. For more information on cancellation, please see section 5 Cancellation, below.

3. Price

- 3.1 The prices displayed on the Websites are indicative only until a room, occupancy and type of stay is Booked.
- 3.2 The price for the Guest’s booking is confirmed on their Booking Confirmation.
- 3.3 Prices shall be charged in Pound Sterling (£)
- 3.4 Price lists for additional items, such as but not limited to drinks, snacks, meals and packed lunches, are available on request.
- 3.5 Price lists for additional services, such as but not limited to telephone calls, photo-copies and printing are available on request.
- 3.6 We reserve the right to increase or decrease the price of unsold rooms and/or breaks or to create promotions at any time. The price of your chosen stay 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.
- 3.7 Room prices are per room, per night and are inclusive of VAT at the applicable rate at the time of your reservation. If the rate of VAT changes between the date of your reservation and the date of your stay, we will adjust the rate of VAT that you pay, unless you have already paid for the reservation in full before the change in the rate of VAT will be applicable

4. Payment Terms

- 4.1 Credit or debit card details will be required when you make your booking. No money will actually be taken although your card details will be verified at the time of booking. Cancellation and No-Shows policy (pursuant to Art. 4). In some instances, a non-refundable booking fee or full payment may be required at the time of booking. If this is the case, you will be advised during the booking process
- 4.2 On occasions and where specified at the time of booking or subsequently in writing, we will use the card details verified at the time of booking for the payment of any deposit required. In addition, you authorise the use of this card for payment of remaining Booking charges and any sums that become owing to us.
- 4.3 Full payment for the duration of the Stay will be taken at check-in and is non-refundable
- 4.4 For Walk-in bookings, Credit or debit card details will be required when you make your booking.
- 4.5 For Walk-in bookings full payment for the duration of the stay will be taken at check-in and is non-refundable.
- 4.6 If for any reason we are unable to take payment from your card we may request another method of settlement. Failing which we reserve the right to refuse your booking or restrict access to your room. We shall also have the right to require full payment in advance at the time of booking in certain circumstances or if the Booking includes the supply of certain items or services. No Booking shall be treated as confirmed until this done so in writing by us and/or payment/deposit described in this paragraph have been provided.
- 4.7 Deposit amount may vary according to room type and length of stay. For stays of one night only, at our discretion, full payment will be required / taken at time of booking
- 4.8 At check-out. We will calculate the incidentals charged to your room over the duration of your stay and unless you request to use an alternative card, we will take payment from the Card registered

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at the time of booking or at check-in. If we are unable to take payment from the registered card, we may request another method of settlement (alternative card, bank transfer or cash). All costs of such alternative payment, including bank transfer fees, shall be borne by the Guest

4.9 All outstanding charges must be paid for in full on check-out from the Hotel. If staying for multiple nights at the Hotel we may require you to make payment for any outstanding charges on a more frequent basis during your stay.

5. Cancellation Policy and No Shows

5.1 If a Guest wishes to cancel a booking, the Guest must give the Company notice in writing as soon as possible.

5.2 Your booking is for a class of room in the Hotel and does not guarantee that you will be able to stay in a specific room or in the same room for all or part of the duration of your stay. If we need to move you to a different room for operational or safety reasons during your booking for which a lower rate is available than the rate you booked at, we will refund you the difference in the rates.

5.3 Cancellation of accommodation without charge for cancellations received more than 14 days prior to 4pm on the scheduled day of the Guest's arrival.

5.4 A 100% cancellation fee will apply for cancellations received less than 14 days prior to 4pm on the scheduled day of the Guest's arrival.

5.4.1 Deposits are Non-refundable for cancellations made less than 14 days prior to 4pm on the scheduled day of the Guest's arrival,

5.4.2 In the event of a No-show, The Booking for the entire Stay is deemed cancelled.

5.4.3 A 100% cancellation fee will apply for a No-Show.

5.4.4 Deposits are Non-refundable for No-show and are not transferrable to another booking

6. Transfer or Change of a Booking by the Guest

6.1 A transfer of the booking from the Guest to a third party or a change from one date to another is not permitted, unless agreed in writing prior to such transfer or change. Subject to Our discretion Art 4.1.iv will apply to any Transfer or change

6.2 If a Guest wishes to transfer a booking that would otherwise have been liable for cancellation fees to another date, the Guest must give the Company notice in writing as soon as possible.

i. Acceptance of a request by a Guest to transfer a booking to another date is at the discretion of the Company.

ii. In the event the Company accepts a request to transfer a booking to another date, any deposits will be transferred from the existing booking to the new booking

iii. In the event the Company accepts a request to transfer a booking to another date, the fee for the entire stay will be required to be paid in full (less any previous deposit transferred to the new booking) at the time of transfer.

iv. The entire booking fee for the new booking including Deposits transferred to the new booking will be non-refundable in the event of cancellation

v. A previously transferred booking may not be transferred again.

7. Right to Refuse, Cancel or Alter

7.1 The Company. May, at its sole discretion, refuse any booking.

7.2 Infringement of the Terms and Conditions by a Guest and can at the Companies discretion result in an immediate requirement to vacate the premises, with no refund of monies paid.

7.3 In the event a Guest is required to vacate the premises (pursuant to Art. 6.2) the Guest is liable for all outstanding charges including the outstanding fee for the duration of the Stay booked.

7.4 In the event of damage incurred to your room or the Hotel during your stay, we reserve the right and you hereby authorise us to charge your credit or debit card for any repairs, (including without limitation specialist cleaning) or for any items that are missing when you leave.

7.5 Your booking is for a class of room in the Hotel, however, it may be necessary to allocate an alternative room(s) to you for (a) due to circumstances beyond the reasonable control of the Company; or (b) operational or safety reasons. If we need to move you to a

different room during your booking for which a lower rate is available than the rate you booked at, we will refund you the difference in the rates.

7.6 Should We need to cancel your Booking for (a) due to circumstances beyond the reasonable control of the Company; or (b) operational or safety reasons, you will be given a full refund but we shall have no further liability to you arising out of such cancellation. We will, however, use reasonable endeavours to try and re-locate any confirmed Booking cancelled by us to an alternative location similar in standard to the Hotel.

8. Force Majeure

8.1 The Company accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, disease, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

9. Check-in/ Check-out Requirements

9.1 In the interests of security and to prevent fraud, at the time of check-in, guests may be required to confirm their identity by providing their booking reference; their passport/identity card/driving licence or other valid form of identification. If guests are travelling from outside the UK, Ireland or any country in the Commonwealth we are also obliged by law to require Guests to provide the number and place of issue of your passport/identity card and details of their next destination. Further to our Privacy Policy (Section 16), these records will held for at least 12 months solely for disclosure or to be made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party 16years old or over and we reserve the right to refuse entry to persons who cannot provide the information set out above.

9.2 Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 4.00 p.m. (16:00 hrs) to 9 p.m. (21:00 hrs) on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 08.59 p.m. (20:59 hrs) on the scheduled day of arrival unless otherwise agreed directly with the Hotel. Any non-secured reservation will be held until 6.00 p.m. (18:00 hrs) on the day of arrival at which time we will be entitled to re-let the room, unless the guest has notified the hotel of a late arrival.

9.3 On the day of departure, we kindly ask all guests to vacate their rooms by 10.30 a.m. (10:30 hrs) (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability and will be charged at the late check-out rate at the discretion of the Hotel.

9.4 Rooms are subject to maximum occupancy rules set by the Hotel. If you would like further details in advance of your stay, please contact the Company or the Hotel. Maximum occupancy rules are also on display at relevant locations within the hotel and are available on request

9.5 Over-occupancy is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises, with no refund of monies due, and possible further charges in the event of damage to the facilities caused by excess usage or for excessive use of utilities caused by excess usage.

10. Accessibility

10.1 Our accessibility statement can be found on our website and are available on request

11. Liability and Loss of Guest's Property

11.1 Any Guest's property found at the Accommodation will be treated as lost property. Lost property will normally be disposed of if it is not collected within 1 month, unless otherwise agreed.

11.2 The Company. Will not be liable for any loss of property or any other loss or damage caused by it or its agents or contractors:

a) unless it has breached a legal duty of care owed to, or contractual term for the benefit of, the claiming party;

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- b) where such loss or damage is not a reasonably foreseeable result of any such breach; or
- c) Where such loss or damage results from a breach by the claiming party of any duty of care owed to, or contractual term for the benefit of, Avalon Hotels.

12. Pets

12.1 Unless otherwise agreed in writing, Guests shall not permit any pet or animal, even temporarily, in the bedrooms or residential areas of the Hotel. Failure to comply with this rule is considered to be a serious infringement of the Terms and Conditions and can result in an immediate requirement to vacate the premises

13. Parking

13.1 The Hotel has its own car park, there is no charge for the use of the car park by Guests, however there is limited space and we do not guarantee space will be available for your vehicle the duration of your stay. In the event of Late check-out a parking fee will be charged at an hourly rate at the discretion of the Hotel.

13.2 Cars and their contents are left at the owner's/customer's own risk. We do not accept responsibility for loss or damage (save as may not be excluded or restricted by applicable law).

14. Right of Entry

14.1 As with any accommodation, there is a need for ongoing and occasionally unforeseen work in any Accommodation. The Company. And its contractors may enter the Guest's rooms at any reasonable time for reasonable cause. This includes the need to undertake inspections and audits necessary to operate the business, the undertaking of unforeseen (internal and external) remedial repairs together with any annual / periodical inspections for which access to the inside of the Accommodation may be required. External windows and doors may be opened during this process.

14.2 The Company will give the Guest reasonable notice of such requirements, and wherever possible aims to restrict the working hours of its contractors to between the hours of 10:30am – 4:00pm, unless it is an emergency.

14.3 If a 'Do Not Disturb' sign is displayed outside the door, we will respect your privacy and your room will not be serviced. However, for safety purposes, we reserve the right to check guest rooms after 24 hours by a visual room check.

15. Avalon Expectation to guests and Guest Behaviour

15.1 Guests are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and respect for the property of the Hotel, its employees and guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Hotel, or cause offence to other guests or our members of staff. We reserve the right to refuse accommodation or services or remove you and require the Guest to vacate the premises, with no refund of monies due

15.2 Guests must not cause any health and safety hazard for yourself and to any of our team members/ guests

- i. keeping any potentially dangerous or hazardous materials/ equipment in Avalon's premises
- ii. use any appliances that may set off the fire alarm system or smoke producer
- iii. tamper with any installed emergency equipment e.g any fire alarms, fire extinguisher etc
- iv. remove, alter, damage or destroy any of Avalon's property
- v. carry on any criminal or unlawful activity in Avalon's premises

16. No Smoking

16.1 Smoking is not permitted in any part of the Accommodation and the Guest and any member of his or her party agrees not to smoke inside the Accommodation.

17. No Candles or flames

17.1 The use of candles, or other flame devices by the Guest at the hotel is not permitted.

18. Personal Information

18.1 All personal information stored and used by us is done so in accordance with our Privacy Policy, which are available on request.

19. Applicable legislation

19.1 Terms and conditions, their subject matter and establishment (Any non-contractual disputes/claims) are governed by and interpreted in accordance with English law and we both agreed on England and Wales will have non-exclusive jurisdiction over any claim arising from, or related to, guest reservation or stay at Avalon hotel.

19.2 We retain the right to bring proceedings against you for breach any of these terms and conditions in your country of residence or any other relevant country/state.

19.3 If any part of these terms and conditions is believed invalid, illegal this will be considered as cancelled and will not affect the validity and enforceability of the remaining parts. Any failure by us to enforce, communicate our rights under these terms and conditions or anything missing that would be dealt as per local legislation.

19.4 The construction, validity and performance of the Agreement shall be governed by the law of England and Wales, and both parties submit to the non-exclusive jurisdiction of the UK Courts.

19.5 These Reservation Terms and Conditions are governed by the laws of England, Wales and the respective courts shall have exclusive jurisdiction in relation to any dispute in relation thereto.

19.6 The contract

- i. This contract formed when we confirm your reservation is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

19.7 Your rights

- i. If you are a non-business customer you have certain rights under consumer protection legislation. In these terms and conditions nothing is to anticipated to affect those right

20. Web Site Information

20.1 While all reasonable efforts have been taken to ensure the accuracy of information on the Websites, the Company does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the Websites without notice.

20.2 The content of the Websites is the copyright of the Company, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.

20.3 Trademarks used on the Websites are the property of the respective owners.

20.4 Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third party sites.

21. COVID-19 (Coronavirus)

You will must;

21.1 notify us if you or any member of your party staying with us or anyone visiting you at the hotel is diagnosed with, presents symptoms of COVID-19 (Coronavirus) or has been in direct contact with positive case of COVID-19 (Coronavirus):

21.2 You must notify us if your reservation is for following purpose by yourself or by government guideline for; a)Quarantine, b)Isolation

21.3 be sole responsible for any of adverse effect caused by you direct or indirect

We reserve the right to:

21.4 Change your room allocation at any point during your stay for any reason; or cancel any booking(s) due to health and safety concerns, unavoidable circumstances or full or partial closure of the hotel. In that case if we have to cancel your booking(s) we will attempt to notify you and a full refund will be processed to the same mode of payment