

These are the terms and conditions that apply when you reserve a room at The Aberdeen Altens Hotel.

You will be asked to confirm your acceptance of these terms and conditions when you make a reservation.

We reserve the right to amend these terms and conditions at any time and you should therefore check them each time you make a reservation. The terms and conditions applying to your reservation will be those in place on the date that you make your reservation.

Additional terms apply to your use of our digital channels whether or not you make a reservation through them. These are published on the relevant digital channel.

### **Reservations**

You must be at least 18 years old to make a reservation.

You will need to provide your credit or debit card details to secure your reservation.

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.

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 contract between us for the provision of your room and any additional services added to your reservation will be formed when you receive this email confirmation from us.

If you think that there is a mistake in your reservation or if you require any changes to a confirmed reservation, please email [reservations@aberdeenaltenshotel.co.uk](mailto:reservations@aberdeenaltenshotel.co.uk)

### **Room prices**

The Aberdeen Altens Hotel uses dynamic pricing and the price of our rooms fluctuates based on demand. When you make a reservation request, we'll give you a total price for the rooms and number of nights you've requested. The price you pay is the price quoted to you at the time you make your reservation.

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 may adjust the rate of VAT but the price you pay will remain the same.

The meal plan you have booked will be detailed on your confirmation.

### **Occupancy**

The maximum room occupancy is two adults per room. Family rooms can accommodate two adults (18 years and over) and two children (under the age of 16 years). Children aged 16 or 17 years will be permitted to stay in separate room(s) under the responsibility of the parent or guardian and the parent or guardian must also stay in the hotel at all times the children are within the hotel. You must not exceed the maximum occupancy for the room allocated to you. We reserve the right to conduct checks on occupancy and compliance with these terms. Occupancy is not transferable.

Those under 18 years old are not permitted to stay unless a parent or guardian is also staying in the hotel. We reserve the right to request valid photographic proof of identity and age, so please bring this with you and ensure all guests under your booking bring identification, otherwise where requested you and/or your guests will not be permitted to stay.

### **Special requests**

While we will always to our best to accommodate special requests, all rooms and extras are subject to availability.

## Meals

You may add breakfast and/or dinner (where available) when you make your reservation.

The 'Kids eat free' breakfast offer is for one breakfast per child aged 5 and under in the hotel restaurant. The offer does not apply to the Grab & Go breakfast or breakfast box (where offered). Up to a maximum of two children aged 5 and under can eat free per adult purchasing a full breakfast.

## Paying for your room

If you have not paid for your room and any extras added to your booking in full at the time you make your reservation, you will need to pay on arrival.

Payment may not be made by cash for accommodation. We accept credit/debit card (Visa, MasterCard, American Express, Maestro and Electron), Gift Vouchers may also be used when paying upon arrival. The expiry date of your debit/credit card must be later than the end of your stay. We do not accept personal cheques or family discount cards.

## Cancellation

### Your right to cancel

**Flexible rate** room bookings may be cancelled before 2pm United Kingdom (UK) time on the arrival date. If you cancel your reservation before 2pm on the day of arrival and have paid for the room in advance by debit/credit card, a full refund will be processed to the same debit/credit card though it may take a few days for the funds to reach your account. Please allow 5 working days. A cancellation reference will be given and should be retained as proof of cancellation.

If you cancel a reservation after 2pm UK time on the day of arrival (including any "no show") and have not already paid for the room in advance you will be charged a cancellation charge equivalent to one night's total accommodation per room booked and for any meals and other extras booked for the first night of your stay (for example dinner, breakfast (the following morning)). A cancellation reference will be given and should be retained as proof of cancellation. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service.

If you decide to shorten your stay you must inform reception at the Aberdeen Altens hotel that you are staying in by 12 noon UK time on the day you wish to check out. Otherwise, you will be charged a cancellation charge equivalent to one night's total accommodation per room booked and for any meals and other extras booked for the following day. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service.

The first night of any booking made after 1pm UK time on the day of arrival and the cost of any meals and other extras booked for the following day is non-refundable in the event of a cancellation (including any "no show").

If reservation created through 3<sup>rd</sup> party travel agent, then cancellation must be made with the travel agency and confirmed to the hotel by the travel agency by 12 noon UK on the day of early departure.

**Advance Purchase Rate** room bookings may be cancelled up to 24 hours from time of booking creation, a full refund will usually be processed to the same debit/credit card the next working day, however it may take a few days for the funds to reach your account. A cancellation reference will be given and should be retained as proof of cancellation.

After the cancellation period, the whole reservation becomes fully non-refundable including any associated meals and/or additional extras. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service. Bookings amended after 24-hour cooling period are outside of the cancellation period and are fully non-refundable, and remain non-refundable despite any amendments to the booking (for example, irrespective of the amended date of stay no cancellation period applies). For non-promotional hotel direct advanced purchase booking only, you can amend a booking outside of the cancellation period up until 1pm UK time on the day of arrival provided that:

- (i) The amended booking is on a like for like basis (same rate type, same number of rooms and type of rooms, and the same stay duration);
- (ii) If the total value of the new stay is less than the original booking pre-payment, any difference is forfeited;
- (iii) If the total value of the new stay is more than the original booking pre-payment, the remaining balance is payable and payment in full is required at the time of amendment.
- (iv) A £25.00 booking administration fee will be applied to the advance purchase booking if the dates are successfully changed.

You are not entitled to cancel or withdraw from your reservation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

### **Our right to cancel**

#### **Your breach**

We may cancel your reservation at any time with immediate effect by giving you written notice (which includes email) if:

- you do not pay us when you are required to do so; or
- you breach the contract between us in any way; or
- you have previously breached the contract between us in any way.

If we cancel your reservation where you are at fault, we reserve our legal rights in respect of your breach of contract. Where your stay had/has not yet commenced, the total payment made or to be made by you for such room shall be deemed a cancellation charge and is not for any service.

#### **Events outside our control**

We may also cancel your reservation if an event outside of our control (including industrial action, explosion, outbreak of disease, health and safety issues, fire, flooding, and failure of power and/or water supplies or emergency evacuation) means that we are unable to make your room available to you. In this case we will contact you to let you know as soon as possible and:

- if you have already paid for your room, we will refund your payment to you; or
- if you have not yet paid for your room, you will not have to make any payment to us.

Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control. This does not affect your statutory rights.

#### **Arrival and departure**

Check-in time will be from 3pm. If you think you're likely to arrive after 11pm, please let the hotel know in advance. Check-out is by 11am.

Guests will be asked to provide proof of identity and nationality upon check-in. Overseas guests, excluding Republic of Ireland and Commonwealth citizens, will be asked to complete a registration form and provide their identity card / passport details. Acceptable forms of identification are: a passport, driving licence, ID card or police warrant card.

Rooms must be vacated by 11am on the day of departure. Failure to leave your room by this time may result in a late check-out charge of up to one night's additional accommodation charge.

#### **Our expectations of you**

You must not:

- be threatening or abusive to any of our team before, during or after your stay;
- smoke anywhere inside the hotel premises. This includes the smoking of e-cigarettes. The permitted smoking areas is at the front of the hotel. Smoking outside of the designated smoking area will result in a £250 fine;

- cause any health and safety hazard to any of our team members or any of our guests;
- bring any pets onto the hotel premises, with the exception of assistance dogs;
- bring any potentially dangerous or hazardous materials or equipment onto our premises;
- use any electrical appliances that may set off the fire alarm system, such as toasters, mini cookers or portable grills;
- tamper with any fire alarms or emergency equipment;
- utilise our rooms to store items (personal or otherwise) which could in the sole opinion of The Aberdeen Altens Hotel cause damage to the room, or be a risk to the health and safety of staff or property;
- prevent management, housekeeping and/or maintenance staff from access to your room(s) as and when required, with housekeeping permitted full access at least once every two days;
- remove, damage or destroy any The Aberdeen Altens Hotel property;
- use any of the technology provided by The Aberdeen Altens Hotel to download or access any unlawful or obscene material; or cause unreasonable disturbance to our other guests or any Aberdeen Altens Hotel staff.

COVID-19 (also referred to as Coronavirus): you must immediately notify us to the extent you or anyone staying with you (or on your reservation) is (i) self isolating or (ii) should be self isolating pursuant to Government guidelines. In any event, Aberdeen Altens Hotel reserves the right to cancel any reservations (before or during the stay) to the extent it is for self isolation.

If you or your group cause damage or loss of any kind to the hotel, other guests or their property, you (as the person making the booking) will be responsible for that damage or loss and you shall be liable to pay to The Aberdeen Altens Hotel on demand the amount required to make good or remedy such damage or loss.

You and the members of your group must not resell or transfer your reservation (or any part of it) nor advertise, market or otherwise offer any Aberdeen Altens Hotel room for sale either on its own or as part of a combined offer. The Aberdeen Altens Hotel will not honour any reservations made in this way and does not accept any liability for doing so.

If you or your group cause damage to the hotel, other guests or their property, or otherwise breach any of these terms and conditions, The Aberdeen Altens Hotel reserves the right to:

- cancel your reservation with immediate effect and (if appropriate) eject you from The Aberdeen Altens Hotel premises;
- cancel key cards;
- restrict access to the hotel;
- remove your items from the room and hotel, disposing of such items (at no cost and no liability) to a local charity to the extent such items are not collected from us within 7 days of removal;
- retain all sums paid by you and/or charge you the full amount of your reservation; and/or
- refuse future reservations from you and/or refuse you entry or accommodation at any of our hotels.

The Aberdeen Altens Hotel will not be liable for any refund or compensation in such circumstances.

The Aberdeen Altens Hotel reserves the right to decline or cancel reservations made and stays in progress by those who have previously breached these terms and conditions (as may be updated from time to time), whether the reservation is in that name or not.

### **General**

We reserve the right to:

- change your room allocation at any point during your stay for any reason; or
- cancel any booking(s) due to health and safety concerns or full or partial closure of the hotel. In the event we have to cancel your booking(s) we will attempt to notify you and a full refund will be processed to the same debit/credit card, though it may take a few days for the funds to reach your account.

**The contract**

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.

**Your rights**

If you are a non-business customer you have certain rights under consumer protection legislation. Nothing in these terms and conditions is intended to affect those rights.

**Our liability**

We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.

We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control.

If we breach these terms and conditions for reasons within our control, we shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach.

Save as prohibited by applicable law, we shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any indirect or consequential losses including:

- loss of income, sales or revenue;
- loss of business;
- business interruption;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of reputation and/or goodwill; or
- wasted management or office time.

Where we are liable to you (save as prohibited by applicable law) our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of your reservation unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act.

All rights not expressly granted in these terms and conditions are reserved.

**Contact us**

If you require further information or have any questions regarding our website or these terms and conditions, then please email [reception@aberdeenaltenshotel.co.uk](mailto:reception@aberdeenaltenshotel.co.uk)