

## Dakota Edinburgh

### Booking Terms & Conditions

These terms and conditions apply to all bedroom reservations with Dakota Hospitality Limited (Queensferry) herein referred to within as the "Hotel", "Company" or "Dakota". Address 11 Ferrymuir Retail Park, South Queensferry, EH30 9QZ.

#### 1. Supplementary guest information

Guest bedrooms must be occupied by at least one individual who is aged 18 or above.

Check in is from 15:00. There is a 24 hour Reception.

Check out is by 11:00.

Breakfast is served in The Grill:

Monday – Friday 06:30 – 10:00.

Saturday – Sunday 07:30 – 10:30.

For reasons of health and safety a member of staff is required to have access to guest bedrooms a minimum of every 24 hours.

There is a resident's only gym available for persons aged 18 or over in full health, which is accessible using your bedroom key between 07:00 - 21:00.

Fire Alarm tests are held every Friday between 10:00-11:00.

It is the responsibility of the guest to advise the Hotel of any allergies or intolerances they have before consuming food or beverage.

#### 2. Payment & Guarantee

i. Guarantee – best flexible rate: If you have not provided a valid credit or debit card to guarantee your reservation, we reserve the right to cancel your reservation anytime between the time of booking and the day of arrival.

ii. Guarantee – prepurchase rate: A valid credit or debit card must be given to guarantee your reservation and make the payment for the reservation in full. A payment link may be sent via email to the guest to complete prior to arrival to process the payment. We reserve the right to cancel your reservation anytime between the time of booking and the day of arrival if secure payment cannot be taken.

iii. Check in: A debit or credit card is required on check in and a preauthorisation for the total sum of the reservation plus £50 per room per night to allow for any extras will be taken using the debit or credit card. Payment by cash or Maestro is possible only on check-out, if preferred. Person/s staying are required to produce valid personal credit or debit card to validate stay, this must be presented at check-in.

iv. Increasing your credit limit: Should charges added to the bedroom exceed the preauthorisation sum taken on check in, the Hotel reserves the right to carry out a further preauthorisation for charges or anticipated charges for the duration of the guest stay.

v. Maximum credit limit: Guests may be permitted to have a bill for up to a maximum of £500 at any given time, at which point they are required to pay the bill in full using their pin verified credit or debit card at Reception.

vi. Ad hoc charges: Guests who request for the Hotel to source external services or products for them are required to pay any external supplier directly. This includes but is not limited to travel arrangements and tickets to sporting or music events etc. The exception is for taxi charges using the designated Hotel partner.

vii. Gift voucher: Payment by gift voucher is only accepted if the physical gift voucher is presented upon arrival. Vouchers are redeemable from seven days after purchase until the outlined expiry date. Terms 2.i to 2.vi. still apply when payment is made by gift voucher.

#### 3. Cancellation

Cancellation of a reservation is only valid on receipt of a cancellation confirmation email.

##### i. Best flexible rate

If you wish to cancel your reservation you must notify the Hotel before 3pm, the day prior to your arrival date to avoid a charge. Notification received after this time, will incur a charge equating to up to the first two nights of the reservation at the full rate booked.

##### ii. Pre purchase rate

a) Pre purchase rates are paid in full prior to your arrival date using the card details given when you made the reservation. You authorise that your card is charged the full amount,

anytime between the time of booking and the day of arrival. This rate is non-refundable, non-transferable and non-changeable.

b) In the event the card details are unable to be charged for any reservation made under a pre purchase rate, the Hotel reserves the right to cancel the reservation in full at any time.

#### **4. Packages**

All packages and offers can be withdrawn without prior notice and are subject to availability. When booking a package inclusive of an allocation towards food, please be aware that a dinner reservation is strongly recommended and up to seven days' notice may be required to avoid disappointment for availability in the Grill. Please note dinner packages can only be redeemed for table bookings of up to 4 adults.

i. Bed and breakfast

Based on one or two people sharing the selected room type and includes a full cooked breakfast per person with continental options.

ii. Dinner, bed and breakfast package

Based on one or two people sharing the selected room type and includes a full cooked breakfast per person with continental options and a £20 allocation per person towards food in The Grill. Any other extras will be charged accordingly.

iii. Friday at Dakota package

Based two people sharing the selected room type and includes a full cooked breakfast per person with continental options, one cocktail per person and a £20 allocation per person towards food in The Grill. Any other extras will be charged accordingly.

iv. Just the Two of Us package

Based on two people sharing the selected room type and includes a full cooked breakfast per person with continental options, a £30 allocation per person towards food in The Grill. Any other extras will be charged accordingly.

v. Lazy Sunday package

Based on two people sharing the selected room type and includes a full cooked breakfast per person with continental options served in the Grill, a £20 allocation per person towards food in The Grill, bathrobes, and a late checkout on the day of departure of 1pm. Any other extras will be charged accordingly.

vi. Stay, Park & Fly Room Only

This pre-purchase rate is based on one or two adults sharing the selected room type, on a room only basis.

Rate includes return transfers to Edinburgh airport, when pre-booked (subject to availability). One car per guest can be parked in our guest car park for a maximum of 14 nights. No liability is accepted for any damages or costs incurred by the guest for parking in the unsecure car park. This is a pre-paid rate. There are no refunds if you cancel or change this booking. Full deposit charged at time of booking. No refunds and no changes.

vii. Stay, Park & Fly Dinner, Bed & Breakfast Package

This pre-purchase rate is based on one or two adults sharing the selected room type, includes a full cooked breakfast per person with continental options, and a £20 allocation per person towards food in the Grill.

Any other extras will be charged accordingly. Rate includes return transfers to Edinburgh airport, when pre-booked (subject to availability).

One car per guest can be parked in our guest car park for a maximum of 14 nights. No liability is accepted for any damages

or costs incurred by the guest for parking in the unsecure car park. This is a pre-paid rate. There are no refunds if you cancel or change this booking. Full deposit charged at time of booking. No refunds and no changes.

viii. Add Ons and Special Extras

These must be booked at least 24 hours in advance of your arrival date to be guaranteed and are non-refundable.

The Companion Package is compulsory in the event that a dog is staying on property. The Mini Package is compulsory in the event that a child, aged 2-12 years old, is staying on property.

#### **5. Room types**

All bedrooms are air conditioned, and feature an en-suite bathroom with a monsoon shower and bespoke toiletries. Bedrooms include a desk area, in room telephone, and digital TV's inclusive of Sky Sports channels, access to complimentary WiFi, tea & coffee station with biscuits, mineral water, ironing facilities and a hairdryer.

i. Classic Room

Note, guests who book a Classic Room may be given a Wheelchair Accessible room based on availability.

a. Double Room

b. Twin Room features two single mattresses sharing a super king sized bedframe.

c. Wheelchair Accessible Rooms are located opposite our emergency stairwells and feature larger floor space a wet room bathroom with mobility aids. Two alarm cords which alerts hotel employees when pulled and the provision of an in-room red light alert in the event of fire alarm sounding.

ii. Executive Room (Twin or Double)

Located on our top floors, bedrooms include, bathrobes and slippers, an evening chocolate turndown and access to full Sky package including Sky Movies on a Smart TV.

Guests who book directly through the Dakota website, or by telephone or email are eligible to be invited to the Dakota First Residents Lounge.

iii. Junior Suite

Located on our floor, bedrooms feature a super king sized bed as well as a seating and dining area.

In room amenities include a complimentary stocked fridge, bathrobes and slippers, an evening chocolate turndown and access to full Sky package including Sky Movies on the Smart TV.

Guests who book directly through the Dakota website, or by telephone or email are invited to the Dakota First Residents Lounge.

iv. Signature Suite

Located on our fifth floor with a view of the Forth Road Bridge, our Signature Suites feature a super king sized bed as well as a separate living area and desk/dining table. In room amenities include a walk in wardrobe, complimentary stocked fridge, bathrobes and slippers, an evening chocolate turndown and access to full Sky package including Sky Movies on the Smart TV.

Guests who book directly through the Dakota website or by telephone or email are invited to enjoy the Dakota First Residents Lounge.

v. Dakota First Lounge

Our residents only lounge can be enjoyed by guests aged 18 and over, who have booked an Executive Room, Junior Suite, or Signature Suite directly with Dakota. Located on our Ground Floor, the Lounge is available for residents between 15:00 – 22:00 Sunday-Thursday and 15:00-00:00 Friday-Saturday, with seating subject to availability. No card or cash payments can be taken within the lounge; only room charges. There is a dress code; smart dress is required and access remains at the sole discretion of Management. A complimentary welcome drink per person (125ml glass of house Champagne, 175ml glass of house red or white wine, or a bottle of beer), and a complimentary serving of canapes/treats will be offered. Please note that complimentary access to the lounge or an upgrade to the executive floor is not part of the Dakota First experience so therefore does not include a complimentary welcome drink or canapes/treats.

## 6. Maximum bedroom capacity

Guest bedrooms accommodate a maximum of two adults and up to one cot for a child aged under 2 and one z-bed to accommodate a child under the age of 12. Z-beds are charged at an additional supplement, per room per night. Cots are complimentary and subject to availability.

## 7. Non-smoking Policy

Smoking is not permitted in any part of the Hotel. Guests found to be smoking in in/on any part of the premises will be subject to a minimum additional charge of £100, which will be charged to the debit or credit card provided to guarantee or pay for the reservation. In the event that no debit or credit card was provided, on check-in the Hotel reserves the right to immediately terminate the reservation and request their immediate departure.

## 8. Emergency Evacuation

a) In the event of the fire alarm system sounding, all persons within the building must make their way to the Fire Muster Point and report to the Roll Call taker who will be wearing a high visibility jacket.

b) Guests must make themselves known to Reception upon check in if they will require assistance to evacuate the building in the event of an emergency, and will be requested to complete a Personal

Emergency Evacuation Plan. This includes guests with limited mobility, and sight or hearing impairments, as well as children aged below 16.

c) Evacuation caused by behaviour

In the event that the fire alarm system is triggered by a guest tampering with the fire detector, smoking, or using unauthorised equipment or items including sparklers, candles, and gas burners, the guest will indemnify the Hotel from any liability in respect of any injury to or death of any person, damage to any property or all and any losses howsoever suffered by the Hotel as a result of such actions and others by the guest and from all proceedings, costs, claims and demands in respect of any such liability or alleged liability.

## 9. Pets at Dakota

Dakota Hotels welcome dogs to stay upon purchasing our Companion Package. This incurs a supplement on the room rate of £20 per room, per night. No other animals are permitted on property. Guests with dogs must agree to abide by the following guidelines:

- i. Guests are required to control noise made by the pet to ensure that other guests are not disturbed.
- ii. Dogs that constitute a nuisance to other occupants of the Hotel may subject their owner to any other charges due to lost revenue incurred by the Hotel.
- iii. There must be a 'Relaxing' sign on the door if the pet is loose in the room, in which case your room will not be serviced.
- iv. We will not be responsible for the pet getting loose if the 'Relaxing' sign is not displayed.
- v. It is the responsibility of the guest to immediately clean up after their pets.
- vi. Only guide dogs are permitted in the Dakota First Lounge, Bar and Grill.
- vii. We will endeavour to allocate a wheelchair accessible bedroom to allow for additional floor space. With the exception of guide dogs, should the Hotel believe that any of the above guidelines are not being adhered to, it is at their sole discretion to terminate the remainder of the stay on the premises.

## 10. Damage by and/or behaviour of guests

We are entitled to recover from a guest, (a) the cost of repairs or replacements of any damage or loss caused by the guest, or their pets, or others from whom they are responsible and (b) loss of revenue caused by a bedroom damaged by a guest being unsellable, at the room only best available rate, until the bedroom can be resold, up to a maximum of 3 nights after the guest leaves the premises, or when the damage was occurred, whichever is the later. Full payment for such damage or loss will be charged to the credit or debit card held on file for the room occupied by the guest concerned.

We also reserve the right to terminate, without compensation or further obligation, the reservation if it is deemed that the guest's behaviour is unsociable, abusive or in any way unacceptable to ourselves or any other guest. In such circumstances the guest accepts that they will be required to immediately leave the premises.

## 11. Travel and transfers

i. Airport transfer service is subject to availability, it must be pre-booked and is available Monday – Friday, 06:00 – 22:00.

ii. The Hotel cannot be held responsible in any way whatsoever, for any flights or onward travel arrangements missed by guests. For guests using our airport transfer service:

-We will take all reasonably practical actions to pick you up promptly on the arrival of your flight. If, for reasons beyond our control, we

are late we will not be held liable for any additional costs the guest may incur.

-We are only at liberty to suggest a booking time for your airport transfer. Should a flight be missed due to delays by our airport

transfer vehicle, traffic, an accident or other events outside our control we will not be held liable or responsible in any event.

-If your incoming flight is delayed we will make every reasonable attempt to re-arrange transport to minimise any inconvenience. We

cannot guarantee to be waiting for you, but will endeavour to do so. In the event of a flight delay, please notify the Hotel.

To minimise disruption to service, we may subcontract airport transfers.

iii. The Hotel reserves the right to withdraw its complimentary transfer service without prior notice.

## 12. Lost Property

The Hotel is not responsible for lost, damaged, or stolen personal items. Should any guests lose or leave personal belongings, if recovered, the item will be recorded as 'found'. The Hotel will keep

detailed records of all 'found' items and will ship items back at the owner's expense on request. Any items in Lost & Found, which are not claimed within ninety (90) days, will be donated to a local charity or discarded.

### **13. CCTV**

24 hour CCTV cameras are fitted throughout the public areas of the Hotel for the safety of all concerned. By staying at the Hotel, guests agree to be filmed using our CCTV equipment.

### **14. Car Parking**

The Hotel accepts no liability for cars, motorbikes and general property kept in our car park.

### **15. Loss or Damage to Guest Property**

Under the Hotel Proprietors Act 1956, a Hotel Proprietor may in certain circumstances be liable to make good any loss of or damage to Guests' property.

This liability however:

- i Extends only to the property of Guests who have engaged in sleeping accommodation in the hotel;
- ii Is limited to £50 for any one article and a total of £100 in the case of property which has been deposited, or offered for deposit for safe custody;
- iii It does not cover motor cars or other vehicles of any kind or any property left in them, including live animals.

### **16. Protection of guest data policy**

i Dakota needs to keep certain information about its guests for the purposes of guest care as well as health and safety compliance and legal obligation. To comply with the law, information must be collected and used fairly, stored safely, and not disclosed to any other person unlawfully. To do this, Dakota must comply with the GDPR. How we achieve this is outlined in our Privacy Policy found on our website [www.dakotahotels.co.uk](http://www.dakotahotels.co.uk).

ii. All Dakota employees who process or use any personal information must ensure that they follow these principles at all times. Dakota as a corporate body is the data controller under the GDPR, and the board is therefore ultimately responsible for its implementation.

iii. Access to the reservations to amend or cancel will only be granted to persons who can confirm the full guest name, dates of stay, and Dakota 9 digit confirmation number. Exceptions may apply to reservation made through the Global Distribution System.

iv. Requests for invoices must be made in writing to Reservations and confirm the full guest name, dates of stay, and Dakota 9 digit confirmation number.

v. It is a common gesture from friends or family of a guest to request that a gift or message be left as a surprise for them in their room. This can be arranged if the requesting party confirms the full guest name and dates of stay. If guests do not wish for Dakota to confirm that you indeed have a booking with us, you must advise this at the time of booking.

vi. Our Privacy Policy highlights that any accidents, near misses, or alleged food poisoning incidents will be reporting to a third party for further investigation and the guest may be contacted for further information.

### **17. Fire Arms Statement**

Dakota are unable to provide storage facilities for fire arms and under no circumstances should fire arms be left within the Hotel, or grounds by a guest. Failure to comply with this requirement and resulting consequences will be the sole responsibility of the offending guest. Therefore, no liability can be accepted regarding the transport of storage of fire arms.

### **18. Use of Gym / Fitness Facilities**

a. If your answer is yes to any of the questions below, the Hotel unable to permit you use of the gym / fitness facilities on property to safeguard your own health and wellbeing:

- Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?
- Do you feel pain in your chest when you do physical activity, or within the past month, have you ever had chest pain when you were not doing physical activity?
- Do you lose your balance because of dizziness or do you ever lose consciousness?
- Do you or have you ever suffered from diabetes or epilepsy?
- Do you have a bone or a joint problem that could be made worse by a change in your physical activity?

- Is your doctor currently prescribing drugs (for example, water pills) for blood pressure or heart condition?
- Do you know of any other reasons at present why you should limit or delay physical activity?
- Are you feeling unwell due to a temporary illness or pregnant?
- b. The Company assumes no liability for persons undertaking physical activity. If you are in any doubt regarding any of the questions above, you are responsible for consulting your doctor or physician prior to activity.
- c. By entering our fitness facilities, you are agreeing to have read, understood and met the guidelines for use listed above.
- d. Only current resident aged 18 or above are permitted to use the gym / fitness suite.
- e. The Company reserves the right to remove this feature / facility at any time.

### **19. Electrical Equipment**

Guests wishing to bring their own electrical equipment for use within their room are reminded that in the UK, the declared voltage and tolerance for an electricity supply is 230 volts -6%, +10%. Guests are responsible for ensuring their own equipment is safe to use (has passed a Portable Appliance Test {PAT}). The guest will be responsible for any and all damage to hotel property and infrastructure resulting from a faulty device being connected to the hotels mains supply. All personal electrical or electronic devices that are brought in to the hotel are used entirely at the owner's risk. The hotel will not be responsible for any damage to such appliances under any circumstances.

### **20. Third Party Marketing**

- i. Third parties are not authorised to market the Dakota brand in any form without written authorisation from the Company.
- ii. Experiences and credit including but not limited to, overnight stays, gift vouchers, and dining are non-transferable. As such, are not authorised to be included as part of a prize, competition, giveaway, or sold package without written authorisation from the company.
- iii. Images, marketing material, and company logo are the intellectual property of Dakota Hospitality Limited and are not authorised for use or publishing by any other company without written authorisation from the company.

### **21. 'Force Majeure'**

We regret that we cannot accept liability or pay any compensation where your stay or experience with the Hotel is prevented or affected by 'Force Majeure'. In these booking terms and conditions, 'Force Majeure' is defined as any event which we could not, even with all due care, foresee or avoid. Such events may include sleep disturbance from fellow guests, disturbance from emergency evacuations, fire, adverse weather conditions, industrial dispute, and all other events outside of our control.

Note: The Hotel reserves the right to change these Terms and Conditions at any time.