

## **Loyalty Programme and Membership Terms and Conditions**

### **1. Definitions**

- 1.1. These terms and conditions refer to the Loyalty programme (hereinafter, the “programme”) for Dakota Hospitality Limited herein referred to within as the “Hotel”, “Company” or “Dakota”.
- 1.2. These terms and conditions apply to all persons who are members of the programme.
- 1.3. The Programme Rules govern the Company’s relationship with members of the Loyalty Programme (collectively, “Loyalty Programme Members,” and individually, a “Loyalty Programme Member,” “Member,” or “you”), including how Members manage their accounts, book reservations, achieve different member status’, earn and redeem Loyalty Programme points (“Points”) with the Company.
- 1.4. The Programme is only accessible and applicable to individuals who download and possess the Company software applicable on their mobile device or tablet “app”. This is a downloadable application operated by or on behalf of the Company in connection with the Loyalty Programme including, without limitation, the iPhone and Android versions thereof.

### **2. Agreement**

- 2.1. By opening a programme membership account (“Account”), or by using either your membership e-card or using the Membership Account number you were assigned (“Membership Number”) to receive and redeem points and benefits of the Loyalty Programme, you agree that:
  - You have read and accept these Programme Rules; and you have read and accept these terms and conditions; and
  - You consent to the collection, use, and disclosure of your personal data by the Company, the Loyalty Programme, Participating Properties and Partner Programmes, and their authorised third-party agents and licensees in accordance with the company’s Privacy Notice.
- 2.2. By being a Member, you are agreeing to subscribe to Company newsletters sent via email. The opportunity is given to unsubscribe from newsletters at any time.

### **3. Programme Operation**

- 3.1. Members earn points for every whole £1 (one pound) spent. Points are not earned on spend which is 99 pence or less.
- 3.2. Members must download the Company loyalty app and present their app at the time of paying. At this time, a Company representative will scan the barcode on their app in order for points to be earned.
- 3.3. Members are encouraged to give their membership number at the time of their bedroom or table booking.
- 3.4. Bookers of bedrooms may be eligible to earn and redeem points without being present themselves.
  - 3.4.1. Only one individual can earn points for any one transaction or booking. The individual who is present at the property for the transaction will be given preference as to who receives the points.
  - 3.4.2. One individual can earn points for booking up to a total of three bedrooms, per night per hotel.
- 3.5. Points cannot be earned for any revenue spent with the Company prior to 20<sup>th</sup> August 2020, or prior to the individual becoming a member of the programme, or whichever is latest.

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- 3.6. Members cannot redeem points for revenue which has been spent without the barcode being scanned at the time of payment. For clarity, a member cannot ask for points to be added to their account retrospectively.
- 3.7. Points can only be earned by a member if:
- 3.7.1. They themselves stayed or consumed food and beverages; or,
- 3.7.2. They are the designated booker for a bedroom booking.

### 4. Membership Tiers

- 4.1. Points are earned on the basis of the assigned member tier as follows:

Tier	Points earned
Tier 1	£1 = 5 points
Tier 2	£1 = 7 points
Tier 3	£1 = 8 points
Tier 4	£1 = 10 points

- 4.2. Every month, the Company will carry out a review of member eligible spend over the preceding six months.
- 4.3. Tier status is based on eligible spend over the six months preceding the monthly membership review as follows:

Tier	Minimum spend in any rolling six months	Maximum spend in any rolling six months
Tier 1 – Silver	£0.00	£799
Tier 2 – Gold	£800	£2399
Tier 3 – Platinum	£2400	£3999
Tier 4 – Black	£4000	unlimited

- 4.4. Members will be informed of their membership tier at any given time via their app.

### 5. Earn Points

- 5.1. Programme points can be only be earned for bedroom bookings when they are booked in the following channels:
- through the Company website [www.dakotahotels.co.uk](http://www.dakotahotels.co.uk)
  - the mobile app
  - by walking into the Hotel, telephoning or emailing the Company directly
  - through a travel agency designated by your Company for work travel
- 5.2. For the avoidance of doubt, programme points cannot be earned against bedroom bookings made through third party intermediates including, but not limited to:
- Booking.com
  - Expedia
  - Agoda
  - Tri-va-go
  - Trip Advisor
  - Trip.com

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- Hotels.com
- 5.3. Programme points can be only be earned for food and beverage revenue when they are booked or paid for through the following channels:
  - through the Company website [www.dakotahotels.co.uk](http://www.dakotahotels.co.uk)
  - the Mobile Application ("app")
  - by telephoning or emailing the Company directly
- 5.4. For the avoidance of doubt, programme points cannot be earned or redeemed against food and beverage spend made through third party intermediates.
- 5.5. For the avoidance of doubt, clarity is given to spend in relation to:
  - 5.5.1. Gift vouchers:
    - The individual who redeems a gift voucher is the individual who is eligible to earn points.
    - The individual who purchases a gift voucher is not eligible to earn points.
    - Gift vouchers donated by the Company for charitable giving at no cost to the recipient are not eligible for points.
    - Members cannot purchase gift voucher using points.
  - 5.6. Meeting rooms and/or events spaces:
    - Room hire to reserve a meetings and/or events space is not eligible to earn points.
    - Day delegate rate which is inclusive of room hire is eligible at a percentage of 50 per cent to earn points.
    - Food and beverage spend in a meeting room or during an event, over and above room hire and minimum spend charges, is eligible to earn points. Points will be given at the time monies are taken for the product or service.

### 6. Redeem Points

- 6.1. Members can redeem points once their points total reaches 100 points which is the equivalent of £1 (one pound). Points can only be redeemed in multiples of 100.
- 6.2. Points can be redeemed for a value to be used against bedroom stays, food or beverage provided directly by the Company.
- 6.3. Points cannot be redeemed against the purchasing of gift vouchers.
- 6.4. Points can only be redeemed upon presenting the app at the time where payment would otherwise be required, when the member wishes to redeem points.
- 6.5. Points cannot be exchanged for cash.
- 6.6. Only one account can redeem points against any one bedroom transaction/booking or any one bill in the Bar and Grill. For the avoidance of doubt, one party can only redeem points using one member account per transaction and/or booking.
- 6.7. Any incentive or offer to welcome new members can only be redeemed by any one person once.

### 7. General terms

- 7.1. Points cannot be earned for products or services given at no charge to the individual by the Company including but not limited to, a complimentary stay or complimentary food and beverages.
- 7.2. Points are not earned for service charge or gratuities given.
- 7.3. Points are not earned for auxiliary services or products purchased or arranged by the Company on the members behalf including but not limited to taxi charge, flowers, postage, newspapers, as well as sporting, entertainment and travel tickets.
- 7.4. Points are non-transferable to other persons or member accounts.

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- 7.5. The points earned by a member become void if the member is not active using their loyalty app for a period of 24 months or more.
- 7.6. Points do not expire if the account remains active.
- 7.7. Members may only accrue a balance of up to a maximum of 50,000 points after which time they will not accrue any more points.
- 7.8. Members accounts that appear to be duplicate accounts may be deleted alongside any points on the account.
- 7.9. One individual may only have one member account at any one time.
- 7.10. Additional terms and conditions apply for employee use.

### **8. Termination**

- 8.1. A member may choose to unsubscribe and cancel their account at any time. Member data will be retained in accordance with the Company's Privacy Notice.
- 8.2. All Loyalty Programme benefits, amenities, offers, and services are subject to availability and may be changed by the Company at any time without notice.
- 8.3. The Company may terminate the Loyalty Programme, in whole or in part, with three months' advance notice to all active members and with less than three months' notice in any jurisdiction if required to do so by applicable law.
- 8.4. At the Company's sole discretion, the Company may choose to substitute this Loyalty Programme for a different initiative at any time immediately upon notice to active Loyalty Members.
- 8.5. If the programme is terminated, all unredeemed points will be forfeited without any obligation or liability, and no redemption claims will be honoured after the conclusion of the notice period.

### **9. Further Information**

- 9.1. For assistance, contact [loyalty@dakotahotels.co.uk](mailto:loyalty@dakotahotels.co.uk)
- 9.2. The Company reserves the right to change these Terms and Conditions at any time. The updated terms and conditions are accessible from our website [www.dakotahotels.co.uk](http://www.dakotahotels.co.uk)