

**Terms and Conditions last updated 27<sup>th</sup> August 2020**

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## COVID19 Policy and Notice

*The contents of this policy provide amended terms and conditions which supersede those of our standard booking terms and conditions where applicable.*

### 1. Commitment

Dakota Hotels has been following the COVID19 pandemic very closely and have been utilising this time during the closure to ensure we implement the most stringent possible health and safety measures as we begin to welcome home our valued team and guests.

We are:

- **Sincere** in our efforts in protecting our team and guests.
- **Diligent** in ensuring that new regulations and best practice are followed.
- **Enthusiastic** in making your stay as safe as possible whilst upholding the highest levels of service we are renowned for.

### 2. Hotel Reopening

#### i. Bedrooms

Dakota Hotels were closed under Government policy during the nationwide lockdown caused by COVID19 pandemic. Dakota Hotels are open and operating at the time of writing, however please note that this is subject to change based on Government advice as well as health and safety considerations of our guests and team. In the event that we are unable to honour reservations, we will:

- Communicate any changes with you via your booking email.
- Cancel bedroom reservations for bookings made on a flexible rate, at no charge.
- Reschedule bedroom reservations for bookings made on a pre purchase or advanced purchase rate, for a date up to six months after the original date of arrival.

#### ii. Bar and Grill

Maximum table houses and household configurations of bookings must comply with current government guidelines in place at the time of the reservation.

We will continue to keep our guests informed of any updates and keep you informed of any changes.

### 3. Protective Measures

#### i. Based on the Government recommendations, we're introducing a number of preventive and protective measures throughout our operation, including:

- Social distancing measures have been introduced using signage in all of our establishments, for both our team and guests.
- Foot traffic is being managed by limiting the number of reservations we accept, managing the number of guests allowed into hotels at any given time.

- Face coverings are recommended for our guests and are offered on a complimentary basis upon entry.
  - Note: effective from 8th August 2020 until further notice, the government have made the use of face coverings within hotels mandatory in England.
- Temperature checks may be performed upon entry into our hotels based on current government guidance and industry practice. The Company reserves the right to deny entry to anyone with a temperature above 38°C. Access to the premises will be denied should you refuse to have your temperature checked whilst the procedure is in place.
- Hand sanitizer dispensers are available throughout the hotel for use by our guests and our team.
- Our comprehensive cleaning regimes have been further developed upon following the pandemic and we regularly disinfect surfaces and upholstery using anti-bacterial and virus-killing chemicals/agents.
- High contact surfaces (handles, elevator buttons, counters, etc.) are disinfected frequently throughout the day.
- All of our team are provided with personal protective equipment recommended by the government, and have been trained to follow good preventive practices.
- Access to gyms are closed until further notice.
- Card payments only are encouraged.
- Physical distancing rules (with a minimum distance of 1metre) have been introduced so far reasonably practicable including elevator controls to ensure only one party is in the elevator at any time.

ii. For Hotel Residents:

- All individual bedroom reservations made up to 31st August 2020 can have the date rescheduled up to 3pm the day prior to arrival at no charge, to allow for flexibility. For group bookings of eight bedrooms and above, please speak with us directly on your amended terms.
- The hotel will endeavour to minimise the check in time upon arrival to the hotel by:
  - operating a system of electronic registration cards to be completed prior to arrival
  - sending a payment link to prepay reservations prior to arrival
- No items can be placed in the guest bedroom if given by a third party.
- The airport shuttle service provided in our Edinburgh and Glasgow location only, is not applicable until further notice.
- New luggage storage procedures apply.
- Turndowns will only be provided to applicable bedrooms on request and only in circumstances whereby no guests are in the room at the time of the employee entering.
- Rooms will be cleaned using best practice protocols.
- Room service delivery will be adapted to conform with governmental requirements and only applicable to guests who provide a card payment pre-authorisation on check-in.

iii. In our Bar and Grill:

- We have implemented social distancing in our Bar and Grill with signage noting tables which are not to be used until further notice.
- We will strictly only provide table service to avoid congestion.
- Card payments machines (PDQ's) will be sanitised in front of the guest before each use to be assured of our cleaning measures, and we will encourage the use of contactless payments via card and mobile devices where possible.

- All guests are asked to wait to be seated with signage upon entry.
- The cloakroom is suspended wherever possible on arrival until further notice and, where coats are taken to hang up, they will be covered by a disposable cover to avoid cross contamination.
- We will stop offering a buffet provision at breakfast based on hygiene guidelines during the outbreak until further notice. Buffet items will however still be available to order.
- Disposable menus are provided or the option of viewing menus using a QR code provided by each table.
- Tables will be set as the guest arrives to ensure items on the table are sanitised.
- Hand sanitiser is available on entry into the Bar and Grill.
- Our team will be wearing face masks or visors as you are served.

iv. Track & Trace / Test & Protect protocol

Known as Track & Trace in England and Test & Protect in Scotland, we will:

- Fully comply with the initiative by requesting the full name, email address and telephone number of the lead guests who stay, drink or dine in our hotels.
- Bedroom guests will receive an electronic or paper registration card with a dedicated optional area to include the details of other guests within their bedroom. This data will be stored on the reservation in accordance with our GDPR Privacy Notice.
- All guests coming to our Bar & Grill will have a table reservation made on our booking system, Restaurant Diary, in accordance with our GDPR Privacy Notice.
- The Company reserves the right to refuse entry for any guest who refuses to provide information to comply with Track & Trace / Test & Protect protocol. Applicable charges may apply in accordance with our cancellation terms in this event.
- The Company reserves the right to request identification as proof of name given under this protocol.

#### 4. Guest Responsibilities

We respectfully request that no persons enter Dakota property if they have:

- Personally experienced any symptoms of COVID19 in the preceding 14 days.
- Knowingly been in the presence of any persons who have COVID19 symptoms in the preceding 14 days.
- Personally been diagnosed with COVID19 and have not fully cured of any symptoms for at least 14 days.

All guests must adhere to social distancing procedures as far as reasonably practicable at all times and frequently sanitise their hands for their own safety as well as those of our other guests and team.

#### 5. Special Packages

- i. All bedroom bookings under the pre purchase or advanced purchase rate are permitted to reschedule their booking up to 3pm the day prior to arrival for another date up to six months after the original date of arrival at no charge. This will be in place for bookings up to and including 31<sup>st</sup> August 2020.

ii. Staycation Package

Based on one or two people sharing the selected room type, on a room only basis, flexible rate. Subject to availability. Book one room on Saturday night and get Sunday night in the same hotel for the following cost:

-Edinburgh & Eurocentral: £50

-Glasgow: £80

-Leeds & Manchester: £100

Any other extras will be charged accordingly. Cannot be combined with any other special/package.

iii. Welcome Home Package

Based on one or two people sharing the selected room type, on a room only basis, flexible rate. Subject to availability. Any other extras will be charged accordingly. Cannot be combined with any other special/package.

## 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

- i. Guest bedrooms must be occupied by at least one individual who is aged 18 or above.
- ii. Check in is from 15:00. There is a 24 hour Reception.
- iii. Check out is by 11:00.
- iv. Breakfast is served in The Grill:  
Monday – Friday 06:30 – 10:00.  
Saturday – Sunday 07:30 – 10:30.
- v. For reasons of health and safety a member of staff is required to have access to guest bedrooms a minimum of every 24 hours.
- vi. 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.
- vii. Fire Alarm tests are held every Friday between 10:00-11:00.
- viii. 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 – pre purchase 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 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 credit card. Payment of incidentals by cash or Maestro or debit card is possible only on check-out, if preferred Please note that due to banking industry policy and procedures, the funds preauthorised plus the final amount due may remain ring fenced on a debit card for up to fourteen working days.  
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.

## 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 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 receive a complimentary welcome drink and serving of canapés.

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 receive a complimentary welcome drink and serving of canapés.

#### 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 receive a complimentary welcome drink and serving of canapés.

### **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. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. Car Parking**

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

#### **14. 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.

### **15. 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.

### **16. 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 or storage of fire arms.

### **17. 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.

### **18. 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.

### **19. 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.

### **20. '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.

## Dakota Eurocentral

### Booking Terms & Conditions

These terms and conditions apply to all bedroom reservations with Dakota Hospitality Limited (Eurocentral) herein referred to within as the "Hotel", "Company" or "Dakota". Address 1 – 3 Parklands Avenue, Eurocentral Business Park, Motherwell, Scotland, ML1 4WQ.

#### 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 07:00 – 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 – pre purchase 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 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 credit card. Payment of incidentals by cash or Maestro or debit card is possible only on check-out, if preferred Please note that due to banking industry policy and procedures, the funds preauthorised plus the final amount due may remain ring fenced on a debit card for up to fourteen working days.

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.

#### **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. Champagne, dinner, bed and breakfast package**

Based on two people sharing the selected room type and includes a full cooked breakfast per person with continental options, a 75cl bottle of House Champagne in your room on arrival and a £20 allocation per person towards food in The Grill. Any other extras will be charged accordingly.

#### **iv. 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.

#### **v. 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.

vi. 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 and a late checkout on the day of departure of 1pm. Any other extras will be charged accordingly.

vii. Celebrate package

Based on two people sharing the selected room type and includes a full cooked breakfast per person with continental options, a 75cl bottle of House Champagne in your room and a £30 allocation per person towards food in The Grill. Any other extras will be charged accordingly.

viii. Festive Dinner, Bed & Breakfast Package

Based on two people sharing the selected room type and includes a full cooked breakfast per person with continental options and a set 2 course menu served in the Grill.

iv. Park. Stay. Explore

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

Rate includes preferential rates on return bus transfers for the guest(s) using the Scottish CityLink service directly to Glasgow Buchanan Bus Station, or to Edinburgh Airport. A booking code will be given to the guest by the Hotel to book their own travel. The Hotel does not accept any responsibility to arrange the transport nor is liability accepted in any form including any service issues such as inconvenient timetabling, delays or cancellations in relation to the Scottish CityLink bus service. The Hotel cannot be held responsible in any way whatsoever, for any flights or onward travel arrangements missed by guests.

One car per room booked can be parked in the Hotel guest car park for a maximum of 14 nights. With reference to term '13 Car Parking' the Hotel accepts no liability is accepted for any damages or costs incurred by the guest for parking in the unsecure car park.

v. Add Ons and Special Extras

These include add on packages such as the Romance Package.

These must be booked at least 24 hours in advance of your arrival date to be guaranteed and are non-refundable. The Mini Package is compulsory in the event that a child, aged 2-17 years old, is staying on property at the cost of £30 per night per child. Babies and toddlers aged up to 2 years will be provided with a cot on a complimentary basis.

## 5. Room types

All bedrooms are air conditioned, and feature an ensuite bathroom with a monsoon shower and bespoke toiletries. Bedrooms include a desk area, in room telephone, and digital TV 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 fifth floor, bedrooms include, bathrobes and slippers and a smart TV inclusive of full Sky package.

iv. Signature Suite

Located on our fifth floor, 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, stocked fridge, bathrobes and slippers and access to full Sky package including Sky Movies on the Smart TV.

## **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.

## **7. Non-Smoking Policy**

Smoking is not permitted in any part of the Hotel. Guests found to be smoking in bedrooms and/or on any part of the premises will be subject to a minimum additional cleaning 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. 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.

#### **10. 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.

#### **11. 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.

#### **12. Car Parking**

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

#### **13. 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;

- a) Extends only to the property of Guests who have engaged in sleeping accommodation in the hotel;
- b) 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;
- c) It does not cover motor cars or other vehicles of any kind or any property left in them, including live animals.

#### **14. 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.

### **15. Fire Arms Statement**

Dakota we 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 or storage of fire arms.

### **16. 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 loose 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.

### **17. 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.

### **18. 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 Ltd and are not authorised for use or publishing by any other company without written authorisation from the company.

### **19. '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.

## Dakota Glasgow

### Booking Terms & Conditions

These terms and conditions apply to all bedroom reservations with Dakota Hospitality Limited (Glasgow) herein referred to within as the "Hotel", "Company" or "Dakota". Address 179 West Regent Street, Glasgow, Scotland, G2 4DP.

#### 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 07:30 – 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.

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 – pre purchase 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 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 credit card. Payment of incidentals by cash or Maestro or debit card is possible only on check-out, if preferred Please note that due to banking industry policy and procedures, the funds preauthorised plus the final amount due may remain ring fenced on a debit card for up to fourteen working days.

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 £25 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 £25 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 £25 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. Add Ons and Special Extras

These must be booked at least 48 hours in advance of your arrival date to be guaranteed and are non-refundable.

The Mini Package is compulsory in the event that a child, aged 2-12 years old, is staying on property. Both packages are charged per room per night.

## 5. Room types

All bedrooms are air conditioned, and feature an ensuite bathroom with a monsoon shower and bespoke toiletries. Bedrooms include

a desk area, in room telephone, and smart TV's inclusive of full Sky channels, media hub, access to complimentary WiFi, tea & coffee station with biscuits, mineral water, slippers, and a hairdryer.

i. Classic Room – feature a king sized mattress. Note, guests who book a Classic Room may be given a Wheelchair Accessible room based on availability.

a. Wheelchair Accessible Rooms are available within the Classic room category only, 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. Vibrating pillows are available upon request.

ii. Classic King Room – feature super king sized bed.

iii. Executive Room – feature super king sized bed, complimentary stocked fridge, Nespresso coffee machine, as well as bathrobes.

iv. Signature Suite – feature a super king sized bed, bath as well as ensuite shower room. In room amenities include a complimentary stocked fridge, Nespresso coffee machine, bathrobes, and an evening turndown.

v. Grand Deluxe Suite - features a super king sized bed, a WC as well as a bathroom with separate bath, as well as a separate living area and desk/dining table. In room amenities include a walk in wardrobe, complimentary stocked fridge, Nespresso coffee machine, bathrobes, and an evening turndown.

## 6. Maximum bedroom capacity

Classic Double and King Rooms accommodate a maximum of 2 adults and up to one cot for a child aged up to 2 years old. Executive Rooms,

Signature and the Grand Deluxe Suite 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. Conditions of use

i. The Library is located on the ground floor for use of hotel residents and Library Card Holders, subject to availability. The Hotel will on

occasion, dedicate the space for exclusive use.

ii. The Cigar Terrace is open from 10am – 10pm daily, to individuals aged 18 and over.

### **8. Non-Smoking Policy**

Smoking is not permitted in any part of the Hotel, with the exception of the Cigar Terrace.

Guests found to be smoking in/on any part

of the premises out with the Cigar Terrace 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.

### **9. 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.

### **10. Guide Dogs**

Guests with guide dogs agree to abide by the following guidelines:

i. Guests are required to control noise made by the dog 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 dog 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. We will endeavour to allocate a wheelchair accessible bedroom to allow for additional floor space.

### **11. 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.

## **12. Travel and transfers**

i. Airport transfer service (ATS) is available on a complimentary basis for guests who book an Executive Room or Suite directly with Dakota. on a complimentary basis. The ATS is subject to availability, must be pre-booked 24 hours in advance, and is available between Monday – Friday, 09:00-21:00. To confirm if the ATS is included with your bedroom reservation, please contact Reservations.

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.

## **13. 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.

## **14. 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.

## **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:

- a) Extends only to the property of Guests who have engaged in sleeping accommodation in the hotel;
- b) 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;
- c) 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 or storage of fire arms.

#### **18. 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.

### **19. 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 Ltd and are not authorised for use or publishing by any other company without written authorisation from the company.

### **20. '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.

## Dakota Leeds

### Booking Terms & Conditions

These terms and conditions apply to all bedroom reservations with Dakota Hospitality Limited (Leeds) herein referred to within as the "Hotel", "Company" or "Dakota". Address 8 Russell Street, Leeds, England, LS1 5RN.

#### 1. Supplementary guest information

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

There is a 24 hour Reception.

Check in is from 15:00.

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.

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 – pre purchase 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 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 credit card. Payment of incidentals by cash or Maestro or debit card is possible only on check-out, if preferred Please note that due to banking industry policy and procedures, the funds preauthorised plus the final amount due may remain ring fenced on a debit card for up to fourteen working days.

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.

#### **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 served in The Grill.

#### **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. Midweek Dinner, Bed & Breakfast Package**

Available on selected Monday-Thursday, based on one or two people sharing the selected room type and includes a full cooked breakfast per person with continental options, and 2 courses per person from our Market Menu. Any other extras will be charged accordingly.

#### **iv. 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 £25 allocation per person towards dinner food in The Grill. Any other extras will be charged accordingly.

#### **v. 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 £25

allocation per person food in The Grill. Any other extras will be charged accordingly.

vi. 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 £25 allocation per person towards dinner food in The Grill, and a late checkout on the day of departure of 1pm. Any other extras will be charged accordingly.

vii. 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 Mini Package is compulsory in the event that a child, aged 2-12 years old, is staying on property. Both packages are charged per room per night.

## 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, inroom telephone, iron & ironing board, and smart TV's inclusive of full Sky channels, media hub, access to complimentary WiFi, tea & coffee station with biscuits, mineral water, and a hairdryer.

i. Classic Double - feature a double bed. Note, guests who book a Classic Room may be given a Wheelchair Accessible room based on availability.

a. Classic Double Wheelchair Accessible Rooms 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. Please alert us prior to arrival if you are hearing impaired and require a vibrating pillow.

ii. Executive Room – feature king sized bed, complimentary stocked fridge, and Nespresso coffee machine, as well as bathrobes and slippers.

iii. Deluxe Room – feature a king sized bed, bath as well as ensuite shower room, and a separate living area and desk. In room amenities include a complimentary stocked fridge, Nespresso coffee machine, bathrobes and slippers, and an evening turndown.

iv. Signature Suite – feature a king sized bed, bath as well as ensuite shower room, and a separate living area and desk. In room amenities include a complimentary stocked fridge, Nespresso coffee machine, bathrobes and slippers, and an evening turndown.

v. Grand Deluxe Suite - features a king sized bed, a WC as well as a bathroom with separate bath, as well as a separate living area and desk/dining table. In room amenities include a walk in wardrobe, complimentary stocked fridge, Nespresso coffee machine, bathrobes and slippers, and an evening turndown.

## 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.

## 7. Exclusive Bar – Salon Privé

i. Salon Privé is an exclusive cocktail bar which is also available for private charter.

ii. Friday and Saturday night - Unless it has been hired for an event, residents of our Hotel are invited to book a table in Salon Privé on a Friday and Saturday night. Access is permitted for those aged 21 and over. The dress code is smart, with no torn clothing, and strictly no sportswear including trainers or caps.

## **8. Parking**

- i. Preferential rates at local car parks may be available for guests but are not guaranteed and can be withdrawn at any time.
- ii. By booking valet parking services, the guest and vehicle owner is agreeing to the following:
  - a. A valet parking service may be provided on a pre-booked basis. Guests who do not book valet parking in advance of their arrival are not guaranteed the service.
  - b. Should the guest require their car out with operating hours communicated at the time of booking, they are required to retrieve the vehicle themselves.
  - c. Guest car keys will be stored by the Hotel in the House Safe.
  - d. The cost of valet parking for a resident is: £30 per car, from 3pm overnight to 11am.
  - e. Should a guest exceed these times, parking is charged at multiples of £15 for up to 4 hours, every 4 hours.
  - f. Any cost associated with parking will be charged to the guest bedroom reservation.
  - g. Valet parking services are provided between 8am-10pm. Out with these times the guest is required to walk to and/or from the car park themselves.
  - h. Insurance covers vehicles which have a value of up to £250,000 at the time of arrival. Vehicles which are submitted to the valet parking service with a value larger than this is done so at the risk of the vehicle owner.
  - i. When the vehicle is parked, the Hotel no longer accepts any liability for the vehicle. Liability is placed back on the vehicle owner and their insurer.
  - j. When purchasing valet parking, the driver is guaranteeing that the vehicle is lawfully owned, taxed, fully roadworthy, and has sufficient fuel for the Hotel driver to operate it to and from the designated car park facility.
  - k. In the event that the vehicle breaks down or is in a collision when being operated by a Hotel driver, the Hotel will arrange with the guest to have the repair works carried out by an approved repairer assigned by the Hotel insurance company.
  - l. The Hotel will take video footage of the condition of the car on arrival and departure, as well as photography that includes an image of the mileage upon receipt. This will be stored for a minimum of two weeks and maximum of three months in accordance with GDPR.
  - m. In the event that damages are caused to the vehicle or it is involved in a collision which is the fault of the Hotel driver, then a courtesy car will be supplied by the Hotel insurers whilst the repair works are carried out by an approved repairer assigned by the Hotel insurance company.
  - n. The Hotel does not provide any car parking and the hotel does not accept responsibility for any recommended or suggested parking options given.

## **9. Non-Smoking Policy**

Smoking is not permitted in any part of the Hotel. Guests found to be smoking in bedrooms and/or on any part of the premises will be subject to a minimum additional cleaning charge of £150, 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.

## **10. 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.

### **11. Guide Dogs**

Guests with guide dogs agree to abide by the following guidelines:

- i. Guests are required to control noise made by the dog 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 dog 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 food serving areas.
- vii. We will endeavour to allocate a wheelchair accessible bedroom to allow for additional floor space.

### **12. 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.

### **13. 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.

#### **14. 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.

#### **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: a) Extends only to the property of Guests who have engaged in sleeping accommodation in the hotel; b) 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.

#### **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. 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.

#### **18. 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 or storage of fire arms.

### **19. 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 Ltd and are not authorised for use or publishing by any other company without written authorisation from the company.

### **20. '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.

## Dakota Manchester

### Booking Terms & Conditions

These terms and conditions apply to all bedroom reservations with Dakota Hospitality Limited (Manchester) herein referred to within as the "Hotel", "Company" or "Dakota". Address 29 Ducie Street, Manchester, England, M1 2JL.

#### 1. Supplementary guest information

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

There is a 24 hour Reception.

Check in is from 15:00.

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.

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 – pre purchase 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. Guarantee – New Years Eve Dinner, Bed & Breakfast rate: A valid credit or debit card is required to charge 25% of the room rate as a non-refundable deposit to secure the reservation. The remainder of the balance will be charged 8 days prior to arrival. 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 if secure payment cannot be taken at this time.

iii. Check in: A 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 credit card. Payment of incidentals by cash or Maestro or debit card is possible only on check-out, if preferred Please note that due to banking industry policy and procedures, the funds preauthorised plus the final amount due may remain ring fenced on a debit card for up to fourteen working days.

v. 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.

- vi. 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.
- vii. 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.
- viii. 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.vii. 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. Package allocation cannot be redeemed against beverage charges.

#### **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 served in The Grill.

#### **ii. Dinner, 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 and a £25 allocation per person towards food in The Grill. Any other extras will be charged accordingly.

#### **iii. Celebrate**

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 bouquet of flowers in the room for arrival, a glass of Champagne each to enjoy in your room, a £30 allocation per person towards dinner food in The Grill, and a late checkout on the day of departure of 1pm. Any other extras will be charged accordingly. Cancellation terms refer to best flexible rate.

#### iv. Suite Life

Based on two people sharing the selected room type and includes a full cooked breakfast per person with continental options delivered to the guest bedroom, a bouquet of flowers in the room for arrival, complimentary valet parking for up to 24 hours, bath ritual, and 75cl bottle of Champagne in the room for arrival. Only applicable when booking Junior Suite, Signature Suite, Executive Suite, Deluxe Suite, and, Grand Deluxe Suite. Any other extras will be charged accordingly. Cancellation terms: you must notify the Hotel 7 days prior to your date of arrival. 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.

#### v. Sunday Sleepover

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 £30 allocation per person towards dinner food in The Grill, and a late checkout on the day of departure of 1pm. Any other extras will be charged accordingly. Cancellation terms refer to best flexible rate.

### 5. Add Ons 'Indulgence Menu'

Any 'add ons' can be withdrawn without prior notice and are subject to availability. These must be booked at least 24 hours in advance of your arrival date to be guaranteed and are non-refundable.

- a) The Mini Package is compulsory in the event that a child, aged 2-17 years old, is staying on property at the cost of £50 per night per child. Babies and toddlers aged up to 2 years will be provided with a cot on a complimentary basis.
- b) Bouquet of flowers – will be in the bedroom for guest arrival from 3pm with a random selection of flower types.
- c) Rose petals – real rose petals scattered on the duvet. Will be in the bedroom for guest arrival from 3pm as standard, although can be delivered as an evening turndown service on request.
- d) Handmade chocolates and sweet treats – will be in the bedroom for guest arrival from 3pm, a selection of at least six edible treats.
- e) Chocolate dipped strawberries – will be in the bedroom for guest arrival from 3pm, a selection of at least four.
- f) Bottle of Champagne – will be in the bedroom for guest arrival from 3pm in an ice bucket with two champagne glasses. Brand of Champagne is subject to change based on availability.

### 6. 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, inroom telephone, iron & ironing board, and smart TV's inclusive of full Sky channels including Sports and Movies, media hub, access to complimentary WiFi, tea & coffee station with biscuits, bottled water, and a hairdryer.

- i. Classic Double - feature a double bed. Note, guests who book a Classic Room may be given a Wheelchair Accessible room based on availability.
  - a. Classic Double Wheelchair Accessible Rooms - feature larger floor space a 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. Please alert us prior to arrival if you are hearing impaired and require a vibrating pillow.

- ii. Classic King - feature a King size bed, rainfall shower and separate bath and Nespresso machine.
- iii. Garden King - feature a King size bed, private garden terrace, deep bath and separate shower.
- iv. Junior Suite - feature a King size bed, 8th floor balcony, bath and separate shower and Nespresso machine, and evening turndown.
- v. Signature Suite - feature a super-king size bed, a spacious double walk through bathroom with roll top bath and separate shower, Nespresso machine, evening turndown, and complimentary stocked mini fridge.
- vi. Executive Suite - feature a super-king size bed, open living space, deep bath with separate shower, Nespresso machine, evening turndown, and complimentary stocked mini fridge.
- vii. Deluxe Suite - feature an emperor size bed, open living space, walk in wardrobe, roll top bath with separate shower, Nespresso machine, evening turndown, and complimentary stocked mini fridge.
- viii. Grand Deluxe Suite: one bedroom suite - features an emperor size bed, ensuite bathroom with double monsoon shower, dual sinks, 2m sunken bath with jacuzzi, separate WC, dedicated living space with seating area, dedicated dining space with table and chairs for four, 8th floor external terrace, walk in wardrobe, Nespresso machine, evening turndown, and complimentary stocked fridge.
- ix. Grand Deluxe Suite: two bedroom suite - features two bedrooms each with an emperor size bed, dedicated living space with seating area, dedicated dining space with table and chairs, private 8th floor external terrace, walk in wardrobe, Nespresso machine in each room, evening turndown, and complimentary stocked fridge. Bathroom 1: ensuite bathroom with double monsoon shower, dual sinks, 2m sunken bath with jacuzzi, plus a separate WC. Bathroom 2: roll top bath, with separate rainfall shower. Option of second bedroom suite available on request.

## **7. 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 aged between 2-17 years old. Z-beds are charged at an additional supplement, per room per night.

## **8. Car Parking**

- i. Preferential rates at local car parks may be available for guests but are not guaranteed and can be withdrawn at any time.
- ii. By booking valet parking services, the guest and vehicle owner is agreeing to the following:
  - a. A valet parking service may be provided on a pre-booked basis. Guests who do not book valet parking in advance of their arrival are not guaranteed the service.
  - b. Should the guest require their car out with operating hours communicated at the time of booking, they are required to retrieve the vehicle themselves.
  - c. Guest car keys will be stored by the Hotel in the House Safe.
  - d. The cost of valet parking for a resident is £30 per car for up to 24 consecutive hours.
  - e. Should a guest exceed 24 hours, parking is charged at £10 for up to 4 hours, every 4 hours.
  - f. Any cost associated with parking will be charged to the guest bedroom reservation.

- g. Valet parking services are provided between 8am-10pm. Out with these times the guest is required to walk to and/or from the car park themselves.
- h. Insurance covers vehicles which have a value of up to £250,000 at the time of arrival. Vehicles which are submitted to the valet parking service with a value larger than this is done so at the risk of the vehicle owner.
- i. When the vehicle is parked, the Hotel no longer accepts any liability for the vehicle. Liability is placed back on the vehicle owner and their insurer.
- j. When purchasing valet parking, the driver is guaranteeing that the vehicle is lawfully owned, taxed, fully roadworthy, and has sufficient fuel for the Hotel driver to operate it to and from the designated car park facility.
- k. In the event that the vehicle breaks down or is in a collision when being operated by a Hotel driver, the Hotel will arrange with the guest to have the repair works carried out by an approved repairer assigned by the Hotel insurance company.
- l. The Hotel will take video footage of the condition of the car on arrival and departure, as well as photography that includes an image of the mileage upon receipt. This will be stored for a minimum of two weeks and maximum of three months in accordance with GDPR.
- m. In the event that damages are caused to the vehicle or it is involved in a collision which is the fault of the Hotel driver, then a courtesy car will be supplied by the Hotel insurers whilst the repair works are carried out by an approved repairer assigned by the Hotel insurance company.
- n. The Hotel does not provide any car parking and the hotel does not accept responsibility for any recommended or suggested parking options given.

## **9. Non-Smoking Policy**

- a) Smoking is not permitted in any part of the Hotel. Guests found to be smoking in bedrooms and/or on any part of the premises will be subject to a minimum additional cleaning charge of £150, 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.
- b) Smoking is permitted on the Terrace Bar, as well as on the outdoor terraces and balconies of the Classic King Terrace, Junior Suite and Grand Deluxe Suite.

## **10. 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.

### **11. Guide dogs**

Guests with guide dogs agree to abide by the following guidelines:

- i. Guests are required to control noise made by the dog 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 dog 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 food serving areas.
- vii. We will endeavour to allocate a wheelchair accessible bedroom to allow for additional floor space.

### **12. 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.

### **13. 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.

### **14. 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.

### **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: a) Extends only to the property of Guests who have engaged in sleeping accommodation in the hotel; b) 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.

## **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. 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.

## **18. 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 or storage of fire arms.

## **19. 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 Ltd and are not authorised for use or publishing by any other company without written authorisation from the company.

**20. '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.