Mandolay Hotel Accommodation Terms & Conditions

1. Introduction

These are the terms and conditions that apply when you reserve a room at the Mandolay Hotel under the trading name of William and Stephen Hay of the Mandolay Hotel, 36-40 London Road, Guildford, GU1 2AE ("the Hotel"). These Terms and Conditions, together with the Booking Terms and Conditions (which are available on our website at the following link <u>Our Policies</u> apply to the Hotel's contract with you, whether made online, by telephone, in person or via third parties.

When you make a booking, your contract will be with the Hotel.

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

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

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

2. Reservations

To reserve your room please follow the instructions on the website, mobile site or app (as applicable).

You must be at least 18 years old to make a reservation. Those under 18 years old are not permitted to stay in The Mandolay hotel unless a parent or guardian is also staying in the hotel. See section 5 "Occupancy" below for details of permitted guests under your booking.

You will need to provide your credit or debit card details to secure your reservation. Mandolay Hotel accepts Visa, MasterCard, UnionPay and American Express to secure a reservation. Alternatively, where the feature is enabled, you may choose to pay for your online reservation at the point of booking using Apple or Google Pay.

Please check that the details of your reservation are complete and accurate before you confirm your reservation. We will not be liable for any delay or non-performance if you provide us with incorrect information.

We will confirm our acceptance of your reservation by sending you an email to the email address that you provide during the reservation process. The contract between us for the provision of your room and any additional services added to your reservation will be formed when you receive this email confirmation from us.

If you think that there is a mistake in your reservation or if you require any changes to a confirmed reservation, please <u>contact us</u> to discuss. For more information on cancellation, please see section 10 Cancellation, below.

3. Group reservations

For bookings of 1-9 rooms, call our reception team on 01483 30 30 30. Lines are open Sunday – Saturday 24/7. Calls are charged at the national rate.

To make a booking of 10 rooms or more, email our sales and events team at <u>Events@Mandolay.com</u>

The prices shown online are for bookings of up to 9 rooms. Room rates may be different for group bookings (10 rooms or more) depending on the number of rooms booked.

4. Room prices

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

Room prices are per room, per night, and are inclusive of VAT at the applicable rate at the time of your reservation. If the rate of VAT changes between the date of your reservation and the date of your stay, we may adjust the rate of VAT but the price you pay will remain the same.

Meals and other extras are not included in the room price, but you may be able to add them to your reservation during the booking process or they may be available to you during your stay. You may pay for breakfast and selected extras at the same time as paying for your room. If you have breakfast and selected extras as part of your reservation and the rate of VAT changes between the date of your reservation and the date of your stay, we may adjust the rate of VAT, but the price you pay will remain the same. All other meals and extras must be paid for separately.

FlexiBook: If you book a Flexi rate you will pay one night's deposit 24 hours prior to check-in. Please see section 10 Cancellation for full rate restrictions.

Advance: Advance is a more restricted rate and is subject to availability. Payment in full is required for all Advance rate bookings at the time of booking. Please see section 10 Cancellation for full rate restrictions.

Early Bird: Room bookings may be cancelled before midnight seven days prior to the arrival date. If you cancel your reservation within the cancellation period, a full refund will usually be processed to the same debit/credit card the next working day, however, it may take a few days for the funds to reach your account. A cancellation reference will be given and should be retained as proof of cancellation.

After the cancellation period, the whole reservation becomes fully non-refundable including any associated meals and/or additional extras. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service. Bookings amended within 7 days of arrival are outside of the cancellation period and are fully non-refundable and remain non-refundable despite any amendments to the booking (for example, irrespective of the amended date of stay no cancellation period applies).

5. Occupancy

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

Those under 18 years old are not permitted to stay in a Mandolay hotel unless a parent or guardian is also staying in the hotel. We reserve the right to request valid photographic proof of identity and age, so please bring this with you and ensure all guests under your booking bring identification, otherwise where requested you and/or your guests will not be permitted to stay. An extra bed can be ordered and placed in selected rooms for an additional charge, subject to the hotel's prevailing rates and discretion.

6. Accessibility

The Mandolay Hotel has rooms that are specially adapted for customers with disabilities. For more information, please contact our reception team at <u>Customer.Service@Mandolay.com</u>

7. Special requests

Although Mandolay Hotel will try to accommodate special requests, all rooms are subject to availability.

8. Meals

Meals are not included in the room price.

You may add breakfast when you make your reservation, this is an optional extra which is separate to the room reservation.

9. Paying for your room

If you have not paid for your room and any extras added to your booking in full at the time you make your reservation, you will need to pay 24 hours prior to arrival.

Payment may be made by credit/debit card (Visa, MasterCard, American Express, cash (with proof of identification), Apple Pay or Google Pay may also be used for bookings made online and paid for at the time of booking, provided this feature is enabled on your device. The expiry date of your debit/credit card must be later than the end of your stay. We do not accept personal cheques or business cheques.

10. Cancellation Your right to cancel

FlexiBook rate room bookings may be cancelled before 1pm United Kingdom (UK) time 1 day prior to arrival date. If you cancel your reservation before 1pm the day before arrival and have paid for the room in advance by debit/credit card, a full refund will be processed to the same debit/credit card normally before 9am the next working day though it may take a few days for the funds to reach your account. A cancellation reference will be given and should be retained as proof of cancellation.

If you cancel a reservation after 1pm UK time on the day before arrival (including any "no show") and have not already paid for the room in advance you will be charged a cancellation charge equivalent to one night's total accommodation per room booked and for any meals and other extras booked for the first night of your stay (for example dinner, breakfast (the following morning). A cancellation reference will be given and should be retained as proof of cancellation. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service.

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

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

You can amend a booking up until 1 pm UK time the day before arrival provided that:

(i) The amended booking is on a like-for-like basis (same rate type, same, same number of rooms and type of rooms, and the same stay duration).

(ii) The first night of the amended booking is to occur within 12 months of the date you were first due to arrive (subject to availability).

(iii) Any subsequent amendments to the date of your booking are again within 12 months of the arrival date of your original booking.

(iv) If the total value of the new stay is less than the original booking pre-payment, any difference is forfeited.

(v) If the total value of the new stay is more than the original booking pre-payment, the remaining balance is payable and payment in full is required at the time of amendment.

Early Bird room bookings may be cancelled before midnight seven days prior to the arrival date. If you cancel your reservation within the cancellation period, a full refund will usually be processed to the same debit/credit card the next working day, however, it may take a few days for the funds to reach your account. A cancellation reference will be given and should be retained as proof of cancellation. After the cancellation period, the whole reservation becomes fully non-refundable including any associated meals and/or additional extras. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service. Bookings amended within 7 days of arrival are outside of the cancellation period and are fully non-refundable and remain non-refundable despite any amendments to the booking (for example, irrespective of the amended date of stay no cancellation period applies).

Advance rate room bookings may not be cancelled and/or amended for any reason. For the avoidance of doubt, the room(s), any associated meals, and other additional extras cannot be cancelled, amended, or refunded (including any "no-shows"). Such cancellation charge is to compensate the hotel and is not for any service.

You may wish to take out travel cancellation insurance in case you need to cancel your reservation.

You are not entitled to cancel or withdraw from your reservation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations2 2013.

If you've made a group booking, our cancellation terms are as follows:

• For 09 rooms or fewer, we'll need full payment 14 days before arrival. This is nonrefundable, but you can cancel your booking free of charge if you do so before this time.

• For 10 rooms or more, we'll need a 25% deposit to confirm your booking and the balance 14 days before arrival. These payments are non-refundable, but you can cancel your booking free of charge if you do so before we take a deposit. Where you cancel (including any "no show") a group booking and there is a non-refundable payment retained by us, this total amount is a cancellation charge to compensate the hotel for the cancellation and is not for any service.

If you've made a **group booking**, our cancellation terms are as follows:

In the event that you need to cancel your group bedroom booking you must do so in writing to the Hotel and you will receive a cancellation confirmation. Cancellation fees will become chargeable from the cancellation date and accommodation will be released for re-sale. Deposits are non-refundable. Cancellation fees are calculated as follows based on the total value of your booking: Cancellation Charges: • between 91 – 120 days before the booking, 20% of the booking fee; and • between 61 – 90 days, 35% • between 15 – 60 days, 50%

14 days or less, 100%

You are able to reduce your group bedroom block by up to 10% on or before the group cutoff date (without penalty). The cut-off date is four weeks prior to your arrival at any part of your bedroom block.

If you cancel a reservation after 15:00 GMT on the day of arrival (including any "no show") and have not already paid for the room in advance you will be charged a cancellation charge for the total stay.

A cancellation confirmation or reference will be given and should be retained as proof of cancellation. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service.

On the first night of any booking made after 15:00 GMT the day of arrival, full payment and the cost of any extras booked will be taken. Payment taken is non-refundable.

After the cancellation period, the whole reservation becomes fully non-refundable including any associated meals and/or additional extras. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service.

Our right to cancel

Your breach

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

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

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

Act of God - Events outside our control

We may also cancel your reservation if an event outside of our control (including industrial

action, explosion, outbreak of disease, health and safety issues, fire, flooding, and failure of power and/or water supplies or emergency evacuation) means that we are unable to make your room available to you. In this case we will contact you to let you know as soon as possible and:

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

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

13. Arrival and departure

Check-in time is from 3 pm at the Mandolay Hotel. Check-out is by 11 am. Please note that during some of our busiest periods, there may be a wait at check-in.

If you think you're likely to arrive after 7 pm, please let Mandolay Hotel know in advance by calling our reception team at 01483 30 30 30.

Guests will be asked to provide proof of identity and nationality upon check-in. Acceptable forms of identification are a passport, driving license, ID card, or police warrant card.

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

14. Check-in online

Check-in online is available.

If you wish to check in online you will need to make full payment online prior to arrival.

If any additions have been made to a booking, (e.g. breakfast, Afternoon Tea or dinner) they must be paid for in full during the online checkin process. If the booking has been pre-paid, any extras must be paid for with the same credit/debit card used to pre-pay the booking.

Bookings made on behalf of a guest can be checked in by either the original booker or the named lead guest, providing payment has been made in full. If the booking has not been pre-paid, the guest will need to pay for their stay during the online check-in process. Details of the lead guest for each room in the booking must be entered during check-in together with their nationality a 2nd passport details (if required).

Bookings that have been checked in online cannot be amended online.

Bookings made on behalf of a guest who will not have the booking card present upon arrival, can be amended during the online check-in process provided the correct security information is entered when prompted and full payment is made.

15. Mandolay Hotel expectations of you (and

your group)

You must not:

- be threatening or abusive to any of our team before, during or after your stay.
- smoke anywhere inside any Mandolay Hotel premises. This includes the smoking of e-cigarettes. Permitted smoking areas will be identified on site.
 Smoking on Mandolay Hotel premises outside of the designated smoking area will result in a £250.00 fine.
- engage in any unlawful activity during your stay at a Mandolay Hotel premises (e.g. taking an illegal substance).
- cause any health and safety hazard to any of our team members or any of our guests.
- bring any pets onto Mandolay Hotel premises, with the exception of assistance dogs.
- bring any potentially dangerous or hazardous materials or equipment onto Mandolay Hotel premises.
- use any electrical appliances that may set off the fire alarm system, such as toasters, mini cookers or portable grills.
- tamper with any fire alarms or emergency equipment.
- utilise Mandolay Hotel rooms to store items (personal or otherwise) which could in the sole opinion of Mandolay Hotel cause damage to the room or be a risk to the health and safety of staff or property.
- prevent Mandolay Hotel management, housekeeping and/or maintenance staff from accessing your Mandolay Hotel room(s) as and when required by Mandolay Hotel, with housekeeping permitted full access at least once every two days.

- remove, damage or destroy any Mandolay Hotel property.
- use any of the technology provided by Mandolay Hotel to download or access any unlawful or obscene material or cause unreasonable disturbance to our other guests or any Mandolay Hotel staff.

You and the members of your group must not resell or transfer your reservation (or any part of it) nor advertise, market or otherwise offer any Mandolay Hotel room for sale either on its own or as part of a combined offer. Mandolay Hotel will not honour any reservations made in this way and does not accept any liability for doing so. If you are a Tour Operator and wish to book rooms at Mandolay Hotel you should contact <u>Events@Mandolay.com</u>

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

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

Mandolay Hotel will not be liable for any refund or compensation in such circumstances.

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

16. General

We reserve the right to:

 change your room allocation at any point during your stay for any reason, or cancel any booking(s) due to health and safety concerns or full or partial closure of the hotel. In the event we have to cancel your booking(s) we will attempt to notify you and a refund process will be discussed depending on the situation and reasons, the details will be reviewed at the time of notification.

Parking terms and conditions

The hotel cannot guarantee on-site parking and advises guests to book a parking package.

Parking in either of our car parks is subject to availability, a substantial amount of alternative parking is available nearby, please visit the Guildford Borough Council <u>website</u> for details.

We reserve the right if prevented, from supplying onsite car parking due to circumstances outside of our control, and/or to cancel our parking provision. We will attempt to provide as much notice as possible, but will not be responsible for any other costs, which you may incur caused by circumstances outside of our control.

Guests acknowledge that you enter into this contract with us on the basis of these Terms. You agree to indemnify us for any losses we suffer in respect of any breach of these Terms, including but not limited to overstay charges and charges for breaching the car park terms including leaving the car park without paying any unpaid charges which are due for the car.

If a customer stays beyond the exit time specified during the booking process you may be liable for an overstay charge. Please note that this extra charge applies irrespective of the reason for your delayed return to the car park. All vehicles are parked at the owner's risk. When you have parked your vehicle, it is your responsibility to:

- lock your vehicle securely.
- fully close all windows of your vehicle.
- apply your handbrake properly.
- engage any steering lock, alarm, or immobiliser you have.
- not leave any animal or person within your vehicle.

• remove your possessions and ensure that any possessions you decide to leave in your vehicle are placed in a locked boot and are not on display.

Mandolay is not responsible for any loss or damage whatsoever occurring to your vehicle or possessions within it resulting from your failure to do these things. Where CCTV cameras are installed in our car parks they are used to assist in the proper running of the car park. The CCTV cameras may also act as a deterrent to criminal activity. We do not make any representation as to the extent of coverage provided by the cameras and no guarantee is given as to the security of your vehicle in car parks where CCTV is installed. If you believe that criminal damage has been caused to your vehicle/property you should report this to the police. In the event that there is any footage available, the local Police force will have full access to all of our CCTV and the hotel would fully cooperate with any police investigation as needed. While Mandolay takes reasonable steps to ensure that the car parks are secure, the hotel does not guarantee that they are a secure environment.

Vehicles must be parked, wholly, in the appropriate marked bays only. Additionally, vehicles must be parked in a manner so as not to cause any obstruction to other car park users.

You must comply with all directional signage and other instructions when in the car park area.

We reserve the right to refuse the admission of any vehicle to the car park for any reason whatsoever and may remove from the car park or move within the car park any vehicle by whatever method we consider reasonable.

We reserve the right to move vehicles within the car park, by driving or otherwise, to such extent as is reasonably necessary for the purposes of safety to persons or property to avoid obstruction or for the more efficient arrangement of its parking facilities. We additionally reserve the right, where the car park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency, to remove any vehicle at any time.

We do not accept liability for any damage to your vehicle (whether caused accidentally or by way of vandalism) while the vehicle is in the car park

If you damage another guest's vehicle you should report the matter to us giving the registration numbers of both vehicles. You must also notify the owner of the other vehicle by leaving a note on the windscreen of their vehicle providing your vehicle and contact details and any other details that are relevant to the incident.

In using the car park, you agree to abide by any additional terms that may be displayed in or around the car park. If on entry to the car park you are not willing to abide by the additional terms, then please leave the car park immediately.

It is important to the effective management of the car park:

- that you do not park within a bay designated for a specific purpose when you are not entitled to do so (e.g. parking in a space for the disabled without an appropriate disability badge displayed or an entitlement to use that space).
- that you park within a marked bay.

• that you comply with all signs in the car park.

Our rear car park is barrier controlled and is for the use of guests and patrons that have prebooked a space, or that have other authorisation.

Our front car park is managed by Britannia Parking, cars should clearly display a current pay-and-display ticket at all times.

Britannia Parking terms and conditions can be seen at their <u>website</u>

FAQs

Please see our **<u>Frequently Asked Questions</u>** for further information about your stay at Mandolay Hotel.

Your information

We keep your personal data safe and secure. Full details about how we use your data are set out in our **<u>Privacy Notice</u>** (click link for further details). Similar to other commercial websites, this website and the system utilises a standard technology called cookies and web server logs to collect information about how the website and/or the system is used and how to improve them. By providing information about you and your booking group (as outlined in the Privacy Notice) when making a reservation, you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

The contract

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

Your rights

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

Our liability

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

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

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

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

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

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

Applicable law

These terms and conditions, their subject matter and formation (and any noncontractual disputes or claims) are governed by and construed in accordance with English law.

If you are a consumer, you and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any claim arising from, or related to, your reservation and/or stay at the Mandolay Hotel. We retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant country.

If you are making a business reservation, you and we agree that the courts of England and Wales will have exclusive jurisdiction over any claim arising from or related to your reservation and/or stay at any Mandolay Hotel.

Severability

If any part of these terms and conditions is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by us to enforce our rights or remedies under these terms and conditions or otherwise shall not be construed as a waiver by us of those or any other rights or remedies.

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

17. Contact us

If you require further information or have any questions regarding our website or these terms and conditions, then please click <u>here</u> to fill out our Contact Us form.