

## Booking Terms

These booking terms ('Booking Terms') are between the hotel, guesthouse or self-catering unit (referred to as 'We'/'Us'/'Our') named under the 'Reservation Confirmed with' section of the Booking confirmation ('Booking Confirmation') and the person or legal entity making the Booking ('You/Your'). These Booking Terms are for the provision of accommodation services ('Booking(s)') by Us to You. These Booking Terms are governed by English law and apply to all Bookings. By making a Booking You are deemed to accept and be bound by these Booking Terms. When You make a payment using a credit card, We (or Our parent company or Our trading name if different) will be displayed as the merchant of record. Bookings

Bookings are made and a contract between You and Us comes into effect when We accept a reservation from You. We will accept a reservation when We have confirmed Your reservation and received either: (i) full payment of the total price; or (ii) payment of a deposit equivalent to the value of the first night stay; (iii) any other amount We have specified at the time of Your booking; or (iv) We have agreed to collect payment from You either on arrival or departure. Where a deposit or any other amount that is less than the total value of the stay is paid, the balance will be paid by You directly to Us, on either check-in or check-out or at an earlier date if so requested by direct communication between You and Us. You must be able to enter into a legally binding contract and be over 18 years of age to make a Booking. Bookings must be paid for using a valid credit or debit card or via PayPal or any other payment type specified. When Your Booking is confirmed, a reservation number is given. This number must be retained for access to Your Booking details if cancellation or amendment is necessary. You will need to quote this reservation number when contacting Us. Prices All prices include VAT where applicable at the current rate. Prices are per room per night. Prices do not include other costs You may choose to incur during Your stay (unless otherwise stated). Prices quoted are correct (unless a pricing error occurs) only for the specific number of guests, dates, nights and rooms shown. Availability In the rare case that We are unable to accommodate You as per Your Booking, You will be offered alternate accommodation by Us and if there is a difference in the Price, You will be liable for the price differential. If the differential is less than the original value of Your Booking a refund of the difference will be made to You. Arrival and departure Check-in times are specified on Your Booking Confirmation. Should You wish to check-in outside of the times specified You must confirm this directly with Us. In the event that You attempt to check-in outside of the stated times without prior arrangement, We may cancel the booking and retain any amounts We are entitled to retain as stated in the Cancellation Policy section of Your Booking Confirmation. The check-out time is also specified on Your Booking Confirmation.

## Cancellations & Amendments

If You cancel Your Booking on or before the cancellation deadline specified in the Cancellation Policy section of Your Booking Confirmation (the 'Cancellation Deadline') a full refund will be given including any booking extras paid at the time of Your Booking. If You cancel Your Booking after the Cancellation Deadline You will be charged the full value of the first night of Your booking, including any booking extras You have selected for the duration of Your stay. Should You change the number of guests, dates, room nights or room type ("Amendment"), then the prices are subject to change. Should You request an Amendment and should We not be in a position to accommodate Your Amendment, Your Booking will be cancelled and a full refund given to You provided that such cancellation occurs on or before the Cancellation Deadline, failing which the terms described in this Cancellation clause shall apply. Payment The total amount payable to confirm Your Booking is quoted in Your Booking Confirmation and will be charged to Your credit or debit card or any other payment type offered at the time of Booking or on check-in. Your card statement will display Us (or Our parent company or Our trading

name if different) as the merchant of record. All additional goods and services purchased during Your stay must be paid in full directly with Us.

Liability Other than for death or personal injury caused by Our negligence or fraudulent misrepresentation, Our total liability to You is limited to the price of the Booking and in no circumstances will We be responsible to You for any indirect or special damages. We will not be liable for failure to provide the services to the extent that the failure is caused by any factor beyond Our reasonable control. You are responsible for any damage or loss caused to Us, including any damage to Our property by Your act, omission, default or neglect and You agree to indemnify Us and You agree to pay Us on demand the amount reasonably required to make good or remedy any such damage or loss. Further, we reserve the right to terminate Your Booking immediately without being liable for any refund or compensation where You engage in unacceptable behaviour that causes a disturbance or nuisance to Our other guests. Data protection We will process the information You provide to Us in accordance with the relevant data protection legislation. Your personal data may be transferred to HotelABDN Ltd (Registered Office Newburgh Inn Main Street Newburgh AB416BP: company no SC652301) including where necessary its subsidiaries outside of the EU. By making a Booking, You consent to this processing of information as described above and the transfer of Your information to our software provider