

# wetherspoon hotels

## In England, Ireland, Scotland and Wales

Updated 13 June 2023

## Terms and Conditions

### 1. INFORMATION ABOUT THESE TERMS AND CONDITIONS

1.1 These are the terms and conditions (the "**Terms and Conditions**") which apply when you book to stay at one of our Wetherspoon Hotels ("**Hotels**") in the UK and Ireland whether the booking is made via our website at [www.jdwetherspoon.co.uk](http://www.jdwetherspoon.co.uk) (the "**Website**"), a third party booking agent, the JD Wetherspoon App (the "App") over the phone ("**Telephone Booking Service**") or otherwise..

1.2 The Website and App are operated by J D Wetherspoon Plc (referred to here as "**we**", "**us**" and "**our**"). We are registered in England and Wales under company number 01709784 and with our registered office at Wetherspoon House, Reeds Crescent, Watford, Hertfordshire WD24 4QL. Our VAT number is 396 331 433.

1.3 When we refer to "**you**" and "**your**" we mean the person making the booking and/or staying at one of our Hotels.

1.4 If you have any questions about the Terms and Conditions or the Website, please contact our Customer Services Department via the web form on the Website ([www.jdwetherspoon.com/contact/get-in-touch](http://www.jdwetherspoon.com/contact/get-in-touch)). If you have any questions regarding your booking, then please contact the relevant Wetherspoon Hotel directly.

1.5 These Terms and Conditions are effective from April 2023 and supersede any previous terms and conditions

### 2. THE CONTRACT

2.1 The contract ("the **Contract**") is formed between you and us when we issue you with a booking number for your room(s) and extras (if applicable). No booking will be binding on us until we issue you with a booking number. The Contract will be governed by these Terms and Conditions.

2.2 Any party that is not a party to the contract between us does not have any right to enforce any of these terms or conditions.

2.3 By requesting a booking, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old.

2.4 Any costs payable as a result of smoking or damage caused by any member of a party, or unpaid charges for services will be charged to the person who made the booking for that party.

2.5 At the time of booking or at check-in, we will take your credit/debit card details and you authorise us to deduct from this card any sums that are owed to us,

2.6 Once the booking is confirmed you will receive an email confirmation of your booking along with the booking number. Please note that it is your responsibility to check all information is correct as we will not be liable for any delay or non-performance for any incorrect information provided by you. If you think that a mistake has been made, please contact the hotel directly.

2.7 All of our hotels adjoin Wetherspoon or Lloyds pubs. Please note you may be able to hear noise from the pubs in your room. This may include loud music. Please refer to the Website or ask at the relevant Wetherspoon Hotel for specific details on any noise and environmental issues at that particular hotel.

2.8 Your booking is non-transferrable. You cannot transfer or resell your booking. Any such bookings may not be honoured and we may refuse to accept future bookings from you.

### 3. AVAILABILITY

3.1 We have the right at any time to modify or stop providing the App, Website and Telephone Booking Service ("**Booking Platforms**") and to stop accepting bookings through it, either temporarily or permanently and with or without notice. We shall

not be liable to you for any modification, suspension or discontinuance of availability of the Booking Platforms

## 4. PRICE AND PAYMENT

4.1 All prices are per room, per night, based on the maximum room occupancy as set out at clause 6.2 and are subject to availability.

4.2 Deposits may be required as outlined in clause 4.5 and for any applicable local and/or national event. The requirement for and amount of any applicable deposit will be notified to you at the time of booking or as soon as is reasonably possible after the booking is made. Failure to pay such deposit will result in the booking being cancelled.

4.3 For any '**Flexible**' bookings, the full balance is due in full, subject to any deposits paid, at the time of your arrival. The hotel may pre-authorise your card prior to your arrival, or during your stay. Please contact your bank if you require any further information.

4.4 If a '**Pay on Booking**' rate is selected, the total cost of the room will be charged to your card at the time of booking and is strictly non-refundable. Once the booking has been confirmed, it cannot be amended or changed in any way (including but not limited to change of date, room type, hotel).

4.5 If you book five (5) or more rooms at the same Wetherspoon Hotel, it will be classed as a "Multiple Booking". If you request a Multiple Booking, we will charge you a non-refundable deposit of 50% of the full price at the time of booking.

4.6 We accept all major credit and debit cards except for AMEX cards which are not accepted in Ireland. The expiry date of the debit/credit card must be later than the end of your stay.

4.7 All payment card data that we process, store or transmit adheres to the Data Security Standards as defined by the Payment Card Industry and all online payments are made via a secure authentication process for your protection to prevent fraud.

4.8 All bookings made through the Telephone Booking Service require, as a minimum, the first night's stay to be paid in full at the time of booking.

4.9 We **do not** accept cash, cheques, vouchers, foreign currency or Wetherspoon gift cards

## 5. CHECK-IN AND CHECK-OUT

5.1 You can check-in from 2.00 p.m. on your check-in date.

5.2 You will be asked to confirm your acceptance to these Terms and Conditions when you make a booking and upon check in.

5.3 All children must be accompanied by an adult over 18 years old during their stay. All of our hotels operate a Challenge 21/25 policy. This means that you may be asked to prove that you are over 18 years' old on check-in and at any time during your stay.

5.4 You must check-out by 11.00 a.m. on your departure date. If you fail to check-out by 11.00 am, then subject to clause 5.4, we reserve the right to make an additional charge for one night's stay for the applicable room(s) which can be deducted from the card provided to secure the booking.

5.5 If you wish to arrange a noon check-out, subject to availability, you may do so at an additional charge that will be a minimum of £20 per room. You must advise us at the time of check-in if you wish to arrange this.

5.4 Upon check-in and in the event of the need for lost/duplicate key cards, guests may be asked to provide proof of their identity for security purposes which must match the name on the booking. We accept the following forms of ID: valid passport (any nationality), valid photographic driving licence, valid photographic European ID, military ID, a UK biometric residence permit (BRP) or any PASS-accredited proof-of-age card. If you are staying in Ireland, we also accept Ireland Age Cards (Republic of Ireland only) and NI Electoral Identity Card (Northern Ireland only). Such identification will be used to verify the identity of the person staying in the hotel. In the event of failure to provide valid identification, we may terminate your booking and require you to leave the Hotel.

## 6. ROOMS

6.1 Unless otherwise stated in writing, breakfast, lunch and dinner are not included.

6.2 Each of our hotels are unique and as a result our rooms may vary in character, size and in the number of guests that can be accommodated. It is your responsibility to verify the details of a room when you request a booking to ensure that it meets your requirements. All of our rooms have a non-transferable maximum adult occupancy as follows:

(a) **Single:** 1 adult only; and

(b) **Double**, Twin or Family: 2 adults only.

(c) **Family**: 2 adults and 2 children under 16 years' old

6.3 Rooms suitable for guests with disabilities are listed on the Booking Platform. If you or any member of your party require special facilities, please advise us when you request a booking.

6.4 Wetherspoon Hotels are strictly non-smoking (including e-cigarettes and vaping). This includes all hotel rooms and internal areas of the hotel. In the event that you or any member of your party smoke in a room(s) or anywhere in the hotel a non-refundable charge of £100 will be deducted from the card used for the booking to cover cleaning costs, In the event of any issues with the card used for your booking, the amount may be recovered from you as a debt.

6.5 If you, or any member of your party, damage any bedding or linen, we reserve the right to charge you a minimum of £50.00 for specialist cleaning. If specialist cleaning is unsuccessful we reserve the right to charge you, as the person making the booking, the full replacement cost of any replacement bedding or linen.

6.6 If you or any member of your party cause damage or loss of any kind to the hotel, other guests or their property, you, as the person making the booking, will be responsible for that damage or loss and you shall be liable to pay to us on demand the amount required to make good or remedy such damage or loss. All damage must be brought to our attention immediately.

## 7. CHILDREN AND YOUNG PERSONS

7.1 A child is classed as a person under 16 years of age.

7.2 A young person is classed as a person aged 16 or 17 years old.

7.3 If a child or young person arrives at the hotel, they will not be permitted to stay unless accompanied by an adult.

7.4 Subject to availability and space in a hotel room, extra folding beds and/or cots may be provided for children and young persons at no extra charge. You must specify this requirement when you request a booking.

7.5 Children must be accompanied at all times by a responsible adult.

## 8. PETS

With the exception of assistance dogs, animals are strictly prohibited at all Wetherspoon pubs and Hotels. Please notify the hotel in advance that you are intending to bring a dog with you so that we can make suitable arrangements where possible.

## 9. CANCELLATION

9.1 Any booking fees or credit card charges are non-refundable.

9.2 The following terms shall apply to the following bookings:

Type of Booking	Payment	Amendments/Cancellations	No Shows
<b>Flexible</b>	Payment may be taken the day before arrival.	If you wish to <b>amend</b> or <b>cancel</b> a Flexible booking, you must telephone or contact the relevant Wetherspoon Hotel to confirm your cancellation by 2pm (GMT) the day before your check-in date. If you have booked via a third party, you must contact them directly to cancel the booking. Unless otherwise notified at the time of booking, and subject to clause 10.1, we will refund any payment made in respect of such booking if cancelled in accordance with these Terms and Conditions. If your	If you <b>do not check-in</b> and <b>fail to cancel</b> your Flexible booking by 2pm (GMT) the day before arrival, we reserve the right to treat your booking as cancelled and to retain or claim payment for one night's accommodation. Any subsequent nights forming part of the same

		Flexible booking is for more than one night and you cancel or shorten your booking after 2pm (GMT) the day before your check in date, we will not refund any payment in respect of that night's stay but will refund payments made in respect of any other remaining nights validly cancelled under that booking.	booking which fail to be cancelled by 2pm the date before arrival will be cancelled.
Pay on Booking  <b>(Non-Refundable)</b>	Full payment is required upon booking.	Bookings are <b>non-refundable</b> . Such bookings cannot be amended/transferred in any way. If a Pay on Booking is cancelled, no refunds will be given.	If your Pay on Booking is for more than one night and you fail to check-in at the Hotel prior to midnight on the specified arrival date, the remainder of your booking will be cancelled.

9.3 We reserve the right to cancel or change your booking for any reason. If this does arise you can:

- (a) accept the changed arrangements as notified;
- (b) make an alternative arrangement with us; or
- (c) cancel your booking and receive a full refund of any monies paid as soon as reasonably possible.

This shall not apply to termination arising due to a breach (whether current or previous) of these Terms and Conditions.

9.4 We do not accept bookings for housing or sheltered accommodation. Any such bookings will be cancelled. All bookings made via a third party company must be cancelled with the third party. Failure to do so may result in fees being payable to the relevant third party.

9.5 We do not accept bookings for housing or sheltered accommodation. Any such bookings will be cancelled.

## 10. GUEST BEHAVIOUR

10.1 You and/or your party are expected to conduct yourself at all times in an orderly and acceptable manner and not to disrupt the quiet enjoyment of other guests or cause damage to the hotel. We reserve the right to immediately terminate your booking and the booking of any members of your party if we deem your conduct to be in breach of this clause 10 and we will not be liable to pay for any expenses or costs incurred by you as a result of the termination.

10.2 Conduct that we reasonably consider inappropriate and in breach of clause 10.1 includes but is not limited to:

- (a) creating an inappropriate level of noise;
- (b) smoking in any area of the hotel (this includes vapes and e-cigarettes) or covering/tampering with any smoke detector/emergency equipment;
- (c) preventing access to the hotel room for housekeeping/hotel staff;
- (d) use or possession of illegal drugs.
- (e) using any electrical appliances which may set off any smoke alarm including (without limitation) a cooker/toaster;
- (f) the hotel or any area of the hotel or pub being used for commercial use;
- (g) exceeding maximum occupancy for the room booked;
- (h) bringing guests into the hotel who are not booked to stay;
- (i) drunken or unruly behaviour; and/or
- (j) any behaviour which other guests or staff find offensive or deem inappropriate in any way.

10.3 We will at all times act reasonably when making any determination under this clause 10.2.

## **11. TERMINATION / CANCELLED BOOKINGS**

11.1 In the event that we terminate your booking pursuant to clause 10.1, we may:

- (a) cancel the booking with immediate effect and ask you and your party to leave the Hotel immediately;
- (b) cancel any allocated key cards;
- (c) restrict/prevent access to all/some of the pub/Hotel;
- (d) remove any belongings from the hotel room and dispose of them if not collected within 14 days;
- (e) refuse future bookings to the hotel or any of our other pubs/hotels and/or
- (f) retain any sums paid by you.

11.2 You will be held liable for any damage or loss caused to us by you or a member of your party in accordance with clauses 6 and/or 10. Full payment may be taken at any time for any such damage or loss caused. If it is not possible to quantify the loss or damage upon check-out, an interim payment may be charged and we may recover the remaining amount as a debt. If you fail to make payment on demand, legal action may be required and you will also be liable to pay for our reasonable legal fees in recovering any sums owed to us.,

11.3 If your actions result in damage or loss being suffered by a third party, you will be responsible for meeting the cost of any claims (including legal costs) received by us as a result of your actions

## **12. SPECIAL OFFERS AND PROMOTIONS**

We may from time to time advertise on our Booking Platforms or otherwise notify you of special offers and promotions in respect of which payment is due in full at the time of booking and non-refundable. Where this is the case we will notify you at the time of booking. Please refer to our Privacy Policy for more information.

## **13. PRICING AND OTHER ERRORS**

13.1 We try to make sure that all information on the Booking Platforms, including descriptions of our accommodation and listed prices, are accurate and correct at all times. However, on occasion, mistakes may happen. We will try to resolve all errors in information on the Website as soon as reasonably possible and if we think that an error has occurred we will inform you as soon as reasonably possible.

13.2 If a pricing error has effected your booking, you will be given the option of:

- (a) re-confirming your booking with the correct information / rate; or
- (b) cancelling your booking and receiving a full refund as soon as reasonably possible. If this occurs, will not be liable to pay for any expenses or costs incurred by you as a result of the cancellation.

## **14. OUR LIABILITY**

14.1 Our entire liability for losses you suffer under these Terms and Conditions is strictly limited to the price of the Contract, unless the Hotel Proprietors Act 1956 (for bookings in the UK) and the Hotel Proprietors Act 1963 (for bookings in the Republic of Ireland) applies, in which case our liability will be limited to the maximum prescribed under that Act.

14.2 We will not be liable to you for any indirect or consequential loss.

14.3 Despite the limitations in clauses 14.1 and 14.2 above, we do not in any way limit our liability:

- (a) for death or personal injury caused by our negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) any statutory rights which it would be illegal for us to exclude, or attempt to exclude, our liability.

14.4 We may provide links on the Website to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products or services you purchase from third party sellers through the Website, or from companies to whose website we have provided a link on the Website will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. This disclaimer does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

14.5 Some of our hotels offer a storage facility for guests to store their luggage and other items on the day of arrival and departure subject to availability. All luggage and items are stored at the guest's risk. We will not be held responsible for items that are lost, damaged (howsoever caused) or stolen. Unless otherwise agreed, we reserve the right to dispose of any luggage or items not claimed after a period of 14 days from the date of departure.

## **15. EVENTS BEYOND OUR REASONABLE CONTROL**

15.1 We will not be responsible for any delay or failure to comply with these Terms and Conditions if the delay or failure arises from any event which is beyond our reasonable control. Such events would include (but are not limited to) fires, floods, earthquakes, storms, natural disasters, epidemic, pandemic, war, civil unrest, acts of terrorism, utilities supply failure or malicious damage to or destruction of our premises, equipment or goods.

15.2 In the event that one or more of the terms set out in these Terms and Conditions is held to be invalid by a Court the remaining terms shall continue to have effect and you will still be bound by them.

## **16. DATA PROTECTION**

16.1 Personal information, such as your contact details, that you provide to us during the booking process will be processed in accordance with our Privacy Policy, a copy of which can be located on our Website.

## **17. ENTIRE AGREEMENT**

17.1 These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.2 You acknowledge that, in entering into a Contract, you have not relied on any representation, undertaking or promise given by us or implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms and Conditions.

## **18. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

18.1 We reserve the right to change the Terms and Conditions at any time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

18.2 Any changes to the Terms and Conditions will be effective for all bookings made under Contracts entered into after the change is published on the Website. You should check the Terms and Conditions posted on the Website before each booking as they may have changed since your last visit.

18.3 These Terms and Conditions were last reviewed and updated in April 2023.

## **19. LAW AND JURISDICTION**

Any dispute or claim arising out of or in connection with these terms and conditions or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.