

Terms and Conditions

1. INFORMATION ABOUT THESE TERMS AND CONDITIONS

1.1 These are the terms and conditions (the "**Terms and Conditions**") which apply to your booking at Wetherspoon Hotels whether you request such booking through our website at www.jdwetherspoon.co.uk (the "**Website**"), over the phone ("**Telephone Booking Service**") or otherwise.

1.2 The Website is a site 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 user of the Website and/or anyone requesting a booking.

1.4 If you have any questions about the Terms and Conditions or the Website, please contact our Customer Services Department via the webform on the Website (www.jdwetherspoon.com/contact/get-in-touch) or by email to customerservices@jdwetherspoon.co.uk. If you have any questions regarding your booking then please contact the relevant Wetherspoon Hotel directly.

2. THE CONTRACT

2.1 The contract ("the **Contract**") is formed between you and us when we issue you with a reservation number for your room(s) and extras (if applicable). No booking will be binding on us until we issue you with a reservation 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 the use of this card for any sums that become owing to us.

2.6 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.

2.7 It is your responsibility to ensure that your stay complies with government guidelines. You must contact the hotel or third party booking provider immediately if you are no longer able to stay to discuss rebooking/cancellation options.

3. THE WEBSITE

3.1 Availability

We have the right at any time to modify or stop providing the Website 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 Website.

4. TELEPHONE BOOKING SERVICE

4.1 We have the right at any time to modify or stop providing a Telephone Booking Service 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 Telephone Booking Service.

4.2 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.

5. PRICE AND PAYMENT

5.1 All prices are per room, per night, based on the maximum room occupancy as set out at clause 7.2 and are subject to availability.

5.2 Deposits may be required as outlined in clause 4.2, 5.6 and for any applicable local 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.

5.3 For any '**Pay on Arrival**' booking, 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. The pre-authorised payment will be returned to you within a week. Please contact your bank if you require any further information.

5.4 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).

5.5 . Any other service(s) utilised during your stay with us will be payable at the time the service(s) is utilised. Non-payment will result in a deduction being made in accordance with clauses 2.4 and 2.5.

5.6 If you book 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.

5.7 We accept all major credit and debit cards. The expiry date of the debit/credit card must be later than the end of your stay.

5.8 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.

5.9 We **do not** accept cash, cheques, foreign currency or Wetherspoon gift cards.

6. CHECK-IN AND CHECK-OUT

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

6.2 You must check-out by 11.00 a.m. on your departure date. If you fail to check-out by the 11.00 am, then subject to clause 6.3, we will make an additional charge for one night's stay for the applicable room(s).

6.3 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.

6.4 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. We accept the following forms of ID: passport, driving licence or ID card. 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.

7. ROOMS

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

7.2 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 maximum adult occupancy as follows:

- (a) **Single:** 1 adult only; and
- (b) **Double, Twin or Family:** 2 adults only.

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

7.4 Wetherspoon Hotels are strictly non-smoking (including e-cigarettes and vaping). This includes all 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 we reserve the right to charge you, as the person making the booking, a minimum of £100.00 to cover cleaning costs.

7.5 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.

7.6 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.

8. CHILDREN AND YOUNG PERSONS

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

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

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

8.4 Subject to availability, 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.

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

9. PETS

With the exception of assistance dogs, animals are strictly prohibited at all Wetherspoon pubs and Hotels.

10. CANCELLATION

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

10.2 The following terms shall apply to the following bookings:

Type of Booking	Amendments/Cancellations	No Shows
Pay on Arrival (Flexible)	If you wish to amend or cancel a Pay on Arrival booking, you must telephone or contact the relevant Wetherspoon Hotel to confirm your cancellation by 12:00 midday on your check-in date. 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 Pay on Arrival booking is for more than one night and you cancel or shorten your booking after 12.00 midday on 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	If you do not check-in and fail to cancel your Pay on Arrival booking by 12.00 midday on your check-in date, 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 booking which fail to be cancelled by 12.00 midday on each day of the expected stay, will be

	remaining nights cancelled under that booking. Failure to cancel - If you fail to cancel your Pay on Arrival booking in accordance with these Terms and Conditions, we will charge you for one night's stay for each room booked.	charged against you at the same rate and we reserve the right to claim or retain payment as applicable.
Pay on Booking (Non-Refundable)	All Pay on Booking rates are strictly non-refundable and cannot be amended/transferred in any way. If a Pay on Booking reservation is cancelled, no refunds will be given.	If your Pay on Booking reservation 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 and you will be charged for the entirety of the booking.

10.3 We reserve the right to cancel or change your booking. If this does arise you can:

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

10.4 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.

11. GUEST BEHAVIOUR

11.1 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. 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.

11.2 Conduct that we reasonably consider inappropriate and in breach of clause 11.1 includes but is not limited to:

- (a) creating an inappropriate level of noise;
- (b) the hotel or any area of the hotel or pub being used for commercial use;
- (c) failure to comply with government guidance and legislation in relation to COVID-19 which includes (without limitation) failure to adhere to social distancing guidelines and/or failure to wear a mask without a valid exemption;
- (d) drunken or unruly behaviour; and/or
- (e) any behaviour which other guests or staff find offensive in any way.

We will at all times act reasonably when making any determination under this clause 11.2.

11.3 In the event that we terminate your booking pursuant to clause 11.1, you will be required to leave your accommodation immediately.

11.4 You will be held liable for any damage or loss caused by you or a member of your party in accordance with clause 7. 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. If you fail to make payment or we are unable to take payment from the card used upon booking, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

11.5 You must notify us immediately (whether prior to your arrival or during your stay) if you, any member of your booking or household:

- (a) Has tested positive for COVID-19 within the last 14 days;
- (b) Has been advised to self-isolate or should be self-isolating in accordance with government guidelines; and/or
- (c) develops any symptoms of COVID-19.

11.6 We reserve the right to cancel your booking (before or during your stay) in the event that any of the circumstances outlined in clause 11.5 arises.

11.7 We will have no obligation to refund you for any cancelled or lost accommodation in accordance with this clause 11 and we will not pay for any expenses or costs incurred as a result of the termination.

12. SPECIAL OFFERS AND PROMOTIONS

We may from time to time advertise on our Website 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.

13. PRICING AND OTHER ERRORS

13.1 We try to make sure that all information on the Website, including descriptions of our accommodation and listed prices, are accurate and correct at all times. However, mistakes do happen. We will try to resolve all errors in information on the Website as soon as reasonably possible and if we think that such an error has affected your request and/or Contract with us we will inform you as soon as reasonably possible.

13.2 You will then be given the option of re-confirming your booking with the correct information or cancelling your booking.

13.3 If you decide to cancel your booking after we have informed you of a pricing error and you have already paid for the booking, we will give you a full refund as soon as reasonably possible.

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 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 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) under section 2(3) of the Consumer Protection Act 1987;
- (c) or fraud or fraudulent misrepresentation; or
- (d) for any matter for 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. STATUTORY RIGHTS

Where you buy as a consumer, these Terms and Conditions will not affect your rights under law which cannot be otherwise excluded. For more information, contact your local Citizens Advice Bureau (www.citizensadvice.org.uk).

16. EVENTS BEYOND OUR REASONABLE CONTROL

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.

17. INVALIDITY

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

18. PRIVACY

18.1 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.

18.2 We may employ third parties to carry out services on our behalf including, but not limited to, contacting you for a review and feedback regarding your stay. In such circumstances we will disclose the minimum amount of your information to the third party as is necessary in order for them to carry out the service.

19. ENTIRE AGREEMENT

19.1 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.

19.2 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.

20. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

20.1 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.

20.2 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.

20.3 These Terms and Conditions were last reviewed and updated in October 2020

21. 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 jurisdiction of the courts of England and Wales.