

## THE MANDOLAY HOTEL

### TERMS & CONDITIONS – GROUP BEDROOM BOOKINGS

Thank you for choosing the Mandolay Hotel to host your bedrooms. The following terms and conditions apply to your booking.

The Mandolay Hotel is the trading name of William Hay and Stephen Hay. Our address for service is The Mandolay Hotel, 36-40 London Rd, Guildford GU1 2AE; ("our", "we" and "the Hotel").

Reference to "you" and "your" shall mean the customer identified in the Confirmation of Booking.

By booking your bedrooms with the Hotel, which will be acknowledged by the Hotel as a Confirmation of Booking, you are bound by these Terms and Conditions and the other prevailing Terms and Conditions applicable to your booking including but not limited to the Hotel's accommodations and car parking terms and conditions.

#### 1. Introduction

These are the terms and conditions that apply when you reserve a room directly at the Mandolay hotel or via our reception team or group block coordinator.

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

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

Additional terms will apply to your use of our digital channels whether or not you make a reservation through them. If you book through Online Travel Agents (OTAs) such Booking.com, Expedia etc, please read their terms & conditions accordingly.

#### 2. Group reservations

For bookings of between 1-9 rooms, call our reception team on 01483 30 30 30 option 1.

To make a booking of 10 rooms or more, email our dedicated reception team at [group.bedrooms@guildford.com](mailto:group.bedrooms@guildford.com)

Room rates may be different for group bookings (10 rooms or more) depending on the number of rooms booked.

#### 3. Reservations

To reserve the group rate under a group bedroom block you will need to call the hotel at 01483 30 30 30 or email us at [Customer.Service@guildford.com](mailto:Customer.Service@guildford.com), you will need to quote the reference name/block number for the rate to be offered.

You must be at least 18 years old to make a reservation. Anyone staying at the hotel under 18 must be accompanied by an adult. A valid ID may be requested on check-in.

You will need to provide your credit or debit card details to secure your reservation. Our hotel accepts Visa, MasterCard and American Express to secure a reservation.

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.

#### 4. Room prices

The hotel adopts dynamic pricing, and the price of our rooms fluctuates based on demand. When you make a reservation request, we will give you the total price for the rooms and the number of nights you have 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, beverages, and alcohol along with any 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. 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.

#### 5. Occupancy

You must not exceed the maximum occupancy for the room allocated to you. We reserve the right to conduct checks on occupancy. Occupancy is not transferable.

Children under 18 are not permitted to stay in the 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, otherwise where requested you will not be permitted to stay.

## 6. Accessibility

Our hotel has room(s) that are specially adapted for customers with disabilities, however room types are based on request unless the room type is confirmed at the time of booking at prevailing rates.

## 7. Special requests

Although the hotel will try to accommodate special requests, all rooms and requests are subject to availability.

## 8. Paying for your room

Payment may be made by credit/debit card (Visa, MasterCard, American Express, others). The expiry date of your debit/credit card must be later than the end of your stay. We do not accept personal cheques or cash.

Rooms may be paid for by business bank transfer (BACS), however, the hotel must receive payment at least **four weeks** before the arrival date.

For reservations where guests are settling own account, we require the first night stay is to be paid for at the time of booking to guarantee the reservation and that the remaining balance is taken from the card provided 24 hours prior to the arrival date.

Should the card provided declined we will make every effort to contact the guest, however, should payment not be achieved by 16:00 the day prior to arrival the reservation will be cancelled and released for re-sale.

All guests must provide a valid credit or debit card upon check in, and this will be pre-authorized for any incidentals with bedroom paid in full.

## 9. Cancellation

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 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 cut-off date (without penalty). The cut-off date is four weeks prior to your arrival of 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 of 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.

The first night of any booking made after 15:00 GMT the day of arrival, full payment will be taken and the cost of any extra's booked. 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.

## Amendments

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

(ii) If the total value of the new stay is less than the original booking prepayment, any difference is forfeited.

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

**Any Advance Purchase room bookings are non-refundable and non-transferable.** Full payment will be taken at the time of booking.

## Cancellations by the Hotel

On rare occasions, the Hotel may have to cancel your booking. We will inform you as soon as practical and possible and offer you an alternative venue of a similar or higher standard at no additional charge, or offer a full refund. The Hotel is not liable to compensate or reimburse you for any expenses, costs, losses direct or indirect that you may incur as a result of any such cancellation or change or to provide any other form of compensation.

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 break 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.

### **Force Majeure – Acts of God / unforeseen circumstances affecting your reservation**

The Hotel cannot accept responsibility or pay any compensation where the performance or prompt performance of the contract is prevented or affected by reason of circumstances which amount to "force majeure".

Circumstances amounting to "force majeure" include any event which the Hotel cannot, even with all due care, foresee or avoid. Such circumstances include (but are not limited to) the destruction or damage of your accommodation (which cannot reasonably be remedied to a satisfactory standard before the commencement of your booking), fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic, pandemic, power and utility supplies failure / interruption and all similar situations beyond our control.

If your booking has to be cancelled for circumstances amounting to "force majeure" we will inform you as soon as possible and offer you alternative accommodation of a similar standard, or higher, or offer a full refund. We regret we cannot compensate or reimburse any expenses, costs, liabilities or any direct or indirect losses or provide compensation as a result of any such cancellation or change.

### **10. Arrival and departure**

Rooms are available from 15:00 on the arrival date. Please let us know if you are likely to arrive after 22:00.

Guests will be asked to provide proof of identity and nationality upon check-in.

Rooms must be vacated by 11:00am on the day of departure. Failure to leave your room by this time may result in a late check-out charge.

### **11. Check-in online**

Online Check-in 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, Meal Deal) they must be paid for in full during the check-in online process. If the booking has been prepaid, any extras must be paid for with the same credit/debit card used to pre-pay the booking.

### **12. Hotel expectations of you (and your group)**

You must not:

- smoke anywhere inside the hotel premises, this includes the smoking of e-cigarettes. Permitted smoking areas will be identified on-site. Smoking on the hotel premises outside of the designated smoking area will result in a £150 charge
- cause any health and safety hazard to any of our team members, members, contractors or any of our guests;
- bring any pets onto the hotel premises, except assistance dogs;
- bring any potentially dangerous or hazardous materials or equipment onto the 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 or activate any call point unless in an emergency may be charged for any damage or disruption;
- utilise the hotel rooms to store items (personal or otherwise) which could in the sole opinion of the hotel cause damage to the room, or be a risk to the health and safety of staff or other users of the property ;
- prevent the hotel management, housekeeping and/or maintenance staff from access to your hotel room(s) as and when required by the hotel, with housekeeping permitted full access at least once every two days;
- remove, damage or destroy any the hotel property;
- use any of the technology provided by the hotel to download or access any unlawful or obscene material or cause unreasonable disturbance to our other guests or any of the hotel staff.

**COVID-19** & or any notifiable disease as identified by HM Government and WHO (also referred to as Coronavirus): you must immediately notify us to the extent you or anyone staying with you (or on your reservation) is (i) self-isolating or (ii) should be self-isolating according to Government guidelines. Refer to Clause 10 Cancellation.

If you or your group cause damage or loss of any kind to the hotel users, 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 the hotel on demand the amount required to make good or remedy such damage or loss.

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 of the hotel rooms for sale either on its own or as part of a combined offer. The hotel will not honour any reservations made in this way and does not accept any liability for doing so.

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

- cancel your reservation with immediate effect and (if appropriate) eject you from the 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 you entry or accommodation at any of our other properties

The hotel will not be liable for any refund or compensation in such circumstances.

The 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.

### **13. General**

We reserve the right to:

- change your room allocation and/or hotel location 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 full refund will be processed to the same debit/credit card, though it may take a few days for the funds to reach your account.

### **PRIVACY POLICY AND DATA PROTECTION**

Any data obtained about you by the Hotel as part of our operating procedure is treated in the strictest confidence and is subject to the relevant prevailing English data protection laws and regulations.

Please refer to our Privacy Policy which sets out how we look after your personal data. If you have visited our website, or made a booking or enquiry via our website, please also refer to our Website Privacy Policy. Both documents are available on our website for you to view or can be sent to you as a paper copy or email PDF on request.

### **The contract**

This contract is formed between you and the Hotel when we confirm your reservation. 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.

### **LIABILITY**

So far as is permitted by law the Hotel limits and excludes liability to you, your guests, representatives, employees and associated third parties as follows: -

Any equipment brought to the Hotel by you, your guests, employees or third-party subcontractors is brought by that person/ persons at their own risk and you will indemnify the Hotel against all liability arising in connection with the use of the equipment. You and any third-party subcontractors employed by you and your guests for the purpose of organising and providing additional external events (such as teambuilding) will be required to comply with all applicable statutory requirements including relevant Health and Safety regulations and shall ensure there is appropriate liability insurance commensurate with the risks and activities involved, appropriate method statements, risk assessments, relevant and up to date licenses, including software licences for any computer equipment and software, and can demonstrate additional competency skills required to manage the event, in compliance with relevant Health and Safety Law. The Hotel shall not be responsible for the damage or loss of any merchandise or articles left in the Hotel.

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 the 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 the Hotel to enforce our rights or remedies under these terms and conditions or

otherwise shall not be construed as a waiver by the Hotel of those or any other rights or remedies.

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

#### **Disclaimer**

The materials on the Hotel's website are provided "as is". The Hotel makes no warranties, expressed or implied, and disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, The Hotel does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet website or otherwise relating to such materials or on any sites linked to this site.

#### **Limitations**

In no event shall the Hotel or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on the Hotel's Internet site, even if the Hotel or a Hotel's authorised representative has been notified orally or in writing of the possibility of such damage.

#### **Revisions and Errata**

The materials appearing on the Hotel's website could include technical, typographical, or photographic errors. The Hotel does not warrant that any of the materials on its website are accurate, complete, or current. The Hotel reserves the right to make changes

to the materials contained on its website at any time without notice. The Hotel does not make any commitment to update the materials.

#### **Links**

The Hotel has not reviewed all of the sites linked to its Internet website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Hotel of the site. Use of any such linked website is at the user's own risk.

#### **Site Terms of Use Modifications**

The Hotel may revise these terms of use for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

#### **Governing Law**

English law applies and any dispute arising under these terms and conditions shall be the exclusive jurisdiction of the courts of England and Wales.

#### **FEEDBACK**

Comments about any aspect of the Hotel's service are always welcome either at the time of your conference/event with by contacting the Hotel via email [quest.relations@guildford.com](mailto:guest.relations@guildford.com) or by writing to us at The Mandolay Hotel, 36-40 London Road, Guildford, GU1 2AE.

When contacting the Hotel please include full details of your conference/event with your booking reference if possible.

THE BOUTIQUE HOTEL

Name:

Event/ Company name:

Position:

Signed:

Date: