RESOLUTION HOTEL TERMS AND CONDITIONS

BACKGROUND:

The Hotel is The Resolution Hotel, Skinner Street, Whitby, YO21 3AH. The business is a trading operation of DLHY Pub Co Ltd, registered in the UK (07265058).

These Terms and Conditions are the standard terms which apply to provision of any Services by the Hotel to any customer, other members of a customer's party, and their guest/s and their use of those Services (as "Services" is defined in Clause 1 below) only where the customer and such guest/s are "Consumer/s" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business"	means any business, trade, craft, or profession carried on by You or any other person/organisation;
"**Consumer"**	means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer or guest of the Hotel who receives Services for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
"Hotel/We/Us/Our"	means The Resolution Hotel, its premises and place of business, and whose contact address is the same address as above and includes all employees and agents of the Hotel;
"Price List"	means the Hotel's standard price list of Rates. The Price List is available from Resolution-whitby.com
"Rates"	means the prices payable for provision of room accommodation and (where applicable) other Services;
"Regulations"	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
"Services"	means provision of accommodation in rooms and any and all other facilities, services and items which We offer at the Hotel, including food and drink **[**leisure, fitness and entertainment activities**]**; and
"You/Your"	means an individual who is a customer of the Hotel who agrees to pay both for him/herself as a paying guest of the Hotel and also for members of his/her party and any of his/her guests;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.a.1 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and

2.a.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;

1.4 Words signifying imparting the singular number shall include the plural and vice versa; and

1.5 References to any gender shall include the other gender.

2. Reservations

1.1 You may book to make a reservation for a room or other Services in advance using Telephone, The Resolution Hotel's website, an approved 3rd party website or in person at the Hotel's Reception services desk.

1.2 When You request Us to make a reservation, You must provide Us with Your identification information including, but not limited to, Your name, address, contact telephone number and email address;

1.3 You must give Us payment details for any reservation at the time of booking **[**. We will take Your credit/debit card details and unless stated otherwise the payment will be taken at time of booking;

1.4 Your request to Us to make a reservation for You will be an offer, but whether We accept any such request will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request for a particular reservation and We give You a booking reference will there be a booking. Only that acceptance of the booking will be a binding contract between You and Us for the reservation of a room or other Service reserved;

1.5 You may change Your reservation at any time before You arrive (subject to the cancellation provisions set out in Clause 4 below). We will use all reasonable endeavours to accommodate Your requested changes, but We do not promise that all changes that You request will be accommodated;

1.6 Instead of making a reservation in advance, You may make a booking when You arrive, and if We have availability of the type of room or the particular room or other Services that You request at that time, We will accept Your request for the booking, but We cannot promise that any room(s) or particular room(s) requested or such requested Services will be available; and

1.7 You may request additional nights at the Hotel at any time during Your stay. We will use all reasonable endeavours to meet such a request, and if We can meet any request We will accept the request as a booking and that booking will then be a binding contract between You and Us.

3. Fees and Payment

1.1 We make details of Rates including, where applicable, promotional Rates and other special offers available on the hotel website. All Rates shown in our Price List include VAT;

1.2 When You request a reservation and We quote any Rate(s), the Rate(s) will apply only to provision of hotel bedroom accommodation unless We specifically state otherwise.

However, the Rate(s) will include all facilities which the Hotel has in all its

standard and other bedrooms, as detailed specifically in the room descriptions on the Hotel's website.

Additional charges will apply (and You may refer to them in Our Price List) for other Services including, but not limited to, car parking, meals, drinks, room service, leisure, fitness or entertainment facilities or activities, use of any function or other rooms, or any other equipment, services or facilities. We will inform You of Rates payable for such additional Services on request when You arrive at the Hotel;

1.3 Subject to sub-Clause 3.4 below, and unless We agree a different arrangement with You, We shall give you an invoice for all sums due and payable to Us and You must pay that invoice in full when You check-out from the Hotel;

1.4 The following will apply to any promotional Rates that We may offer from time to time:

4.a.1 Unless We specifically state otherwise, You must pay in full at the time of booking for a reservation to which a promotional Rate applies and We will not have to give You any refund except where Clause 4 specifically states that We must do so ;

4.a.2 If You incur charges during Your stay in addition to the promotional Rate for the reservation of a room, We will invoice them and You must pay for them as required by sub-Clause 3.3 above; and

4.a.3 If you request any additional nights and We accept the request as a booking under sub-Clause 2.7 above, You must pay for the additional nights at the **[**promotional Rate**] OR [**the standard Rate**]**;

1.5 You may pay Us for Services (and for any deposit or other advance payment on account of that payment) using any of the following methods:

5.a.1 Credit Card

5.a.2 Cash; and

5.a.3 Bank transfer;

3.6 We may alter any of Our Rates without prior notice but if the Rate of any Service increases between the time when You make a booking and the date when the booked room accommodation or other Service is to be provided, any increase in the Rate will not apply to Your booking;

3.7 Whether these Terms and Conditions require payment upon booking or on check out or at any other time, You must pay in full for any reservation booked and will not be entitled to any refund, except as stated in sub-Clause 3.8; and

3.8 Where Clause 4 specifically says that You will be entitled to a (full or partial) refund, or where you become entitled to any refund either as a result of Our breach of these Terms & Conditions or as a “consumer” under the Consumer Rights Act 2015 or other consumer protection legislation, We will make a refund to You as set out in Clause 4 or as required by such legislation.

4. Cancellations

1.1 Cancellation terms are specifically detailed based on the chosen rate. Standard terms, which are based on upfront payment at the time of booking are non refundable but transferable subject to a notice period of no less than

72 hours prior to the arrival time. This is the earliest check in time we have given You for Your reservation. “72 hour cancellation rates” allow for a fully refunded/free cancellation up to 72 hours prior to the arrival time.

4.2 If You cancel but do not give Us at least 72 hours prior notice of cancellation of a reservation, We will be entitled to charge You a Late Cancellation Charge calculated as set out at sub-Clause 4.4 below;

4.3 We may, at any time before You check in, cancel a reservation booked by You in the following circumstances:

4.3.1 The required accommodation and/or personnel and/or other resources necessary for the provision of the room are not available due to any cause outside Our reasonable control. If We cancel a reservation in such circumstances, We will offer You alternative accommodation of the same standard or better if it is available. If it is not available or We offer it to You and You decline it, We will refund to You in full any deposit or other advance payment that You have made to Us for Your reservation; or

4.4 A “Late Cancellation Charge” means and will comprise the net financial loss that We suffer due to Your cancellation and will be the total fee for the booking as initially reserved.

5. Check-in and Check-out

1.1 The earliest check-in time at the Hotel is 3PM and the latest time is 12am. Check in is permitted after this time subject to arrival before 8am on the first morning of you stay. This should be pre arranged and confirmed by email with the Hotel's reception.

1.2 The latest time by which You must vacate Your room and check-out from the Hotel is 10.30am. We may beforehand agree at Our discretion to an arrangement for a later time for vacating Your room and/or check-out but if We have not agreed to a later time and You do not vacate Your room and check out by the above latest time of 10.30am We will be entitled to charge You for an additional night’s accommodation at the standard applicable Rate; **[**and**]**

1.3 If We have agreed and arranged a late check-out under sub-Clause 5.2 above, We shall be entitled to charge You at an hourly rate for the additional time from our standard latest check out time of £10 until the time You check out, and We shall give You details of the hourly rate of that charge when You request a late check-out time.

6. Hotel Rules

1.1 You must conduct Yourself in a reasonable and responsible manner at all times when on Hotel property and must not act in any which may disturb other guests. If You do not, We may ask You to leave the Hotel and in that case, You must immediately pay Us all sums due;

1.2 You may not smoke in any indoor public areas of the Hotel;

1.3 You may not smoke in any rooms including by open windows.

1.4 If You do not comply with sub-Clause 6.3 We may charge You for any and all costs We incur by the Hotel in cleaning the room (including, but not limited to, fixtures, fittings and soft furnishings) and restoring it to a smoke-free environment;

1.5 You may not bring an animal into the Hotel except for a guide dog;

1.6 Any child under the age of 16 may only stay at the Hotel if accompanied by an adult 18; and

1.7 We will charge You for any and all damage caused by You to any Hotel property during Your stay.

1.8 All of the above rules will also apply to members of Your party and Your guests, and You shall be responsible for any breach of the above rules by any of them.

7. Food and Drink

1.1 As referred to in sub-Clause 3.2 above, unless We specifically state otherwise, food and drinks are not included in any Rate(s) for bedroom accommodation, and unless We have specifically stated or do state otherwise, We will make additional charges to You for them in accordance with sub-Clause 3.2 above;

1.2 If You or any of Your party or guests have any special dietary requirements, You should inform Us of them in advance of Your arrival. We will use all reasonable endeavours to accommodate those requirements and, where this is not possible, tell You that We are unable to do so; and

1.3 We will tell You times of meals when You arrive.

8. Car Parking Facilities

1.1 The Hotel does not provide Car Parking. A scratchcard may be provided free of charge from the Hotel to park in designated areas near the Hotel. No guarentee is made regarding the availabilty of spaces as these are street side parking spaces controlled by the local councils permit scheme.

1.2 The use of the car parking scratchcard scheme is wholly at the customers discretion. Once provided with a pass it is fully your responsibility to comply with the terms of the parking services provided and no damage, parking fee's or liability is covered by the Hotel.

9. Disabled Customers

1.1 We fully comply with all laws from time to time in force regulating the treatment of, and provision for, disabled customers; and

1.2 If you have any special requirements pertaining to a disability, You should inform Us of them before You arrive.

10. Limitation of Liability

1.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of

Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;

1.2 Whilst We will operate and maintain Our car park with reasonable skill and care, We do not guarantee that other Hotel guests or members of the general public will not enter Our car park and steal or damage Your vehicle or property in it and/or engage in criminal activity, and accordingly, when You park or arrange for parking of Your vehicle in Our car park, You accept risk of theft or damage of or to Your vehicle and property in it if it is caused by any person other than Our staff or contractors;

1.3 We provide all Services only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;

1.4 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation; and

1.5 Furthermore, if you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

5.a.1 the Consumer Rights Act 2015;

5.a.2 the Regulations;

5.a.3 the Consumer Protection Act 1987; or

5.a.4 any other consumer protection legislation;

as that legislation is amended from time to time.

For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

11. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

12. How We Use Your Personal Information (Data Protection)

We will only use Your personal information as set out in Our GDPR document available from our website.

13. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that

information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

14. Information

As required by the Regulations:

14.1 all of the information described in Clause 13; and

14.2 any other information which We give to You about any Services or the Hotel which You take into account when deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer.

15. Complaints

We always welcome feedback from Our guests and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if you have any cause for complaint. If You have any complaint about Our Services or any other complaint about the Hotel or any of Our staff, please raise the matter with The General Manager who can be contacted at the Hotel by phone, email or post.

16. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

17. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

18. Law and Jurisdiction

1.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales**.**

1.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.

1.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.