

Inn Collection Group – Booking Terms 2021

1. These terms

- 1.1. **What these terms cover.** These are the terms and conditions which apply to room bookings or reservations you make with us, whether online, via the telephone or in person at one of our hotels. If you book your stay via a third party travel agent or a third party booking site not controlled by us, different terms and conditions might apply to your booking either instead of or in addition to these terms and conditions. You should consult the third party you have booked with in that instance.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your booking request. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

- 2.1. **Who we are.** We are The Inn Collection Group, a group of companies operating pubs and hotels across the country. The company that you will contract with will depend on which of our venues you are booking. A list of our venues and the company that you will contract with if you stay at that venue can be found [here](#). All of our companies have their registered office at C/O Ward Hadaway, Sandgate House, 102 Quayside, Newcastle Upon Tyne, NE1 3DX. Our registered VAT number is 179 175 273 American Express. Where these terms and conditions refer to "we", "our" or "us" or "ICG" below, unless it mentions otherwise, it's referring to the particular company that you have booked with.
- 2.2. **How to contact us.** You can contact us by telephoning our customer service team at 0191 580 3610 (lines are open 9am–8pm) or by writing to us at info@inncollectiongroup.com or by post to Unit 3, Linnet Court, Cawledge Business Park, Alnwick, Northumberland, NE66 2GD.
- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us during the booking process. A valid email address must be provided for all bookings.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1. **How we will accept your booking.** Our acceptance of your booking will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2. **If we cannot accept your booking.** If we are unable to accept your booking, we will either inform you of this before you finalise your booking request, or may inform you of this in writing after you have submitted your booking request. Where we cannot accept your booking will not charge you. This might be because the room you have tried to book is not available or, because we have identified an error in the price or description of the room you have tried to book.

- 3.3. **Your booking number.** We will assign an booking number to your booking and tell you what it is when we accept your booking. It will help us if you can tell us the booking number whenever you contact us about your booking.
- 3.4. **Age.** You must be at least 18 years old to make a booking with us, or to stay with us (unless accompanied by someone over the age of 18).
- 3.5. **Securing your booking.** You must provide us with credit or debit card details to secure your reservation. The card details you provide us must be valid until the intended date of your booking. If you fail to provide us with valid card details, or it later comes to our attention that the card has lapsed, we reserve the right to cancel your booking immediately without liability to you. We accept Visa, MasterCard or American Express card types.
- 3.6. **Group bookings.** Any booking which relates to four or more rooms will be considered a "group booking" and the provisions of clause 6 of these terms and conditions will apply.
- 3.7. **Special requests.** Whilst we will try to comply with any special request you submit during the booking process or later, we cannot guarantee that we will be able to fulfil any special request and we will not breach this agreement if we do not fulfil your special request.
- 3.8. **Our venues.** Photographs of rooms on our website or in our advertising material are intended to give you a general idea of the style and layout of the room only. We do not guarantee that the room you are allocated will match any pictures you may have seen. Not all of our venues offer car parking, and where we do offer car parking, we do not guarantee space will be available, and we may charge additionally for use of the car park. Please consult our website for more details on car parking.
- 3.9. **You cannot transfer this contract.** Your booking is personal to you and you cannot transfer it or re-sell it to any other person. We reserve the right to cancel your booking without compensation to you if the named lead guest is not present at check in (or if you cannot produce identification to prove you are the lead guest named during the booking process).
4. **Price**
- 4.1. **How we price.** We operate a variable pricing model which means that the price of our rooms varies based on the time of year, day, and demand for rooms at our venues. The price for your booking will be the price we communicated to you during the booking process and/or which is stated in our acceptance of your booking. Room prices are per room, per night and are stated inclusive of VAT at the applicable rate at the time of your reservation.
- 4.2. **We will absorb any changes in the rate of VAT.** If the rate of VAT changes between your booking date and the date of your booking, your overall price will remain the same.
- 4.3. **What our prices include.** Our prices include breakfast only when we say that the room rate includes "Bed and Breakfast". All meals, drinks and other extras (other than those we say in the booking confirmation are included) must be purchased and paid for separately.

- 4.4. **When you have to pay (if your booking covers 3 or fewer rooms).** When you have to pay will depend on the rate you have booked. We will tell you which rate applies to your booking. The rules for each rate are:

- 4.4.1. **Standard Rates** You must pay in full when you arrive to check in at the venue;
- 4.4.2. **Advance Purchase Rates:** You must pay in full when your booking is accepted by us; and
- 4.4.3. **Special Offers / Promotions:** We may on occasion offer special offers or promotions at some of our venues. The payment terms of these special offers will be stated during the booking process and in your booking confirmation.

5. **Cancellation and alteration**

- 5.1. **Your cancellation rights.** Your cancellation rights will depend on the rate you have booked. We will tell you which rate applies to your booking. The rules for each rate are:

- 5.1.1. **Standard Rate:** You may cancel your booking without any payment to us at any point before 2:30pm on the day that is two days before the day your booking starts. For example, if the first day of your booking is a Saturday, you would be able to cancel your booking at any point before 2:30pm on the prior Thursday. After this deadline, the whole booking becomes fully non-refundable. If you try to cancel after this deadline (or if you don't arrive for your booking), you will still be charged the full price for your booking (including any meals or extras). This charge is to compensate us for the cancellation and is not a charge for any service. If you make a booking on a standard rate after 2:30pm on the day that is two days before the day your booking starts, this means will not have any rights to cancel the booking;
- 5.1.2. **Advance Purchase Rate:** All bookings on an advance purchase rate are non-refundable and cannot be cancelled by you. If you try to cancel a booking on an advance purchase rate (or if you don't arrive for your booking), you will still be charged the full price for your booking (including any meals or extras). This charge is to compensate us for the cancellation and is not a charge for any service; and
- 5.1.3. **Special Offers/ Promotions:** The cancellation rights for bookings offered on a special offer will be stated during the booking process and in your booking confirmation. Where we do not state any cancellation rights for a special offer, the advance purchase rate cancellation terms (above) will apply.

- 5.2. **Consumer Rights.** For the avoidance of doubt, you are not entitled to cancel or withdraw from your booking under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

- 5.3. **Alterations to bookings.** Any request to add rooms or to add nights to an existing booking will be treated by us as a new, separate booking request. Any request to remove rooms or nights from an existing booking will be treated as a partial cancellation, and the rules and timescales above on whether cancellation is available will apply to any such request.

- 5.4. **How you cancel.** You may cancel your booking by:
- 5.4.1. logging into our website and cancelling your booking using our online booking management system; or
 - 5.4.2. calling our reservation number during its opening hours and informing our staff that you wish to cancel, and providing all the relevant details they request about your booking.
- 5.5. **Our cancellation rights (if your booking covers three or fewer rooms).** We may cancel your booking (even after it has started) with immediate effect by giving you written notice if:
- 5.5.1. you do not pay us when you are meant to;
 - 5.5.2. you break the terms of the contract between us in some other way;
 - 5.5.3. we reasonably anticipate that you might break the contract between us if the booking proceeds (including where you have broken a contract between us in relation to another booking previously); and/or
 - 5.5.4. we reasonably conclude that you and other people you know have made multiple separate bookings which should fairly be regarded as a group booking for the purposes of clause 6.
- 5.6. **You must compensate us if you break the contract.** If we cancel your booking on one of the circumstances set out in clause 5.4, we will be entitled to charge you the full price for your booking (or to keep any payment you have already made) as compensation to us for the cancellation, and such charges will not be deemed to be charges for services. We also reserve our other legal rights in respect of your breach of contract.
- 5.7. **Cancellation due to events outside our control.** We may also cancel your booking if events outside our control mean that we cannot safely and properly make your room available to you. In that instance, we will try to give you notice in writing as soon as we practically can. The circumstances where we might rely on this right include (but are not limited to) change in law or government guidance in relation to hotel bookings, industrial action, explosion, outbreak of disease, health and safety issues, fire, flooding, and failure of power and/or water supplies or emergency evacuation. If we need to cancel due to events outside our control, we will refund you any money you have paid for your booking, and will not make any further charges. Except for refunds, we will not be liable or responsible for any failure to perform, or any delay in the performance of any of our obligations to you that is caused by an event outside of our control.
- 5.8. **Insurance.** We recommend that you take out insurance which will cover you in the event that you need to cancel your booking in circumstances where we do not offer a refund. We also recommend that you have insurance against the loss or damage of your baggage or possessions during your stay.
6. **Group Bookings**
- 6.1. **Application of these terms to group bookings.** For group bookings (where four or more rooms are booked as part of the same booking) the provisions of this clause 6

will apply instead of the payment provisions in clause 4.4 and the cancellation provisions in clause 5.4 above.

6.2. **Payment for group bookings.** For group bookings, you must pay a deposit of 10% of the total booking price at the time we accept your booking request. When you need to pay the balance of the price will depend on how many rooms you have booked:

6.2.1. for bookings of between 4 and 10 rooms, you must pay the balance by no later than 2:30pm on the day that is 7 days before the first day of your booking. For example if your booking starts on the 8th day of the month, you must pay by no later than 2:30pm on the 1st day of the month;

6.2.2. for bookings of between 11 and 15 rooms, you must pay the balance by no later than 2:30pm on the day that is 14 days before the first day of your booking. For example if your booking starts on the 15th day of the month, you must pay by no later than 2:30pm on the 1st day of the month; and

6.2.3. for bookings of 16 or more rooms, you must pay the balance by no later than 2:30pm on the day that is 28 days before the first day of your booking. For example if your booking starts on the 29th day of the month, you must pay by no later than 2:30pm on the 1st day of the month.

Where the time you would have to pay the balance as set out above has already passed when you make a group booking, the entire price is payable upon us accepting your booking.

6.3. **How you must pay the balance.** If you have provided credit or debit card details for a group booking, we may charge that card for the balance at any time on or after the date when the balance becomes due. If you have not provided credit or debit card details, it is your responsibility to contact us to arrange payment of the balance by no later than the date and time stated above.

6.4. **Cancellation rights for group bookings.** Where you have made a group booking:

6.4.1. you may cancel your booking any time up to 2:30pm on the day which is 3 months prior to the first day of your booking. For example if your booking commenced on the 10th April, you may cancel before 2:30pm on the 10th January. In that instance we will refund you any deposit you have paid, and you will not need to pay the balance;

6.4.2. if you cancel after 2:30pm on the day which is 3 months prior to the first day of your booking, but before the balance of the payment for the booking becomes due under clause 6.2 above, we will not refund the deposit you have paid, but will not charge you for the balance of your booking. In that circumstance, the deposit we retain will be compensation to us for your cancellation, and not a payment for services; and

6.4.3. once the balance of the payment for the booking has become due under clause 6.2 above, you may not cancel the booking. If you try to cancel the booking after this time (or if you don't arrive for your booking), you will still be charged the full price for your booking (including any meals or extras). This charge is to compensate us for the cancellation and is not a charge for any service.

7. **Room occupancy**

- 7.1. **You must state how many guests will stay.** You are required to state the number of guests who will be staying in each room when submitting a booking request. You may not later increase the number of guests allocated to a booking unless we agree.
- 7.2. **Maximum room occupancy.** You must not exceed the maximum occupancy of the room allocated to you (in addition to the rules on guest numbers specified in clause 7.1). We reserve the right to check room occupancy during your stay. Children under 16 are not permitted to stay in our hotels unless a parent or guardian is staying in the hotel with them.
- 7.3. **Pets.** You are permitted to bring official assistance dogs to our venues. Otherwise, pets or animals are not permitted, save for dogs in rooms we specifically advertise as dog friendly. Where you want to bring a dog into your room, you will need to tell us in advance and there will be an additional charge per dog, up to a maximum of two dogs per room.
- 7.4. **Your room.** We reserve the right to change the room allocated to you at check-in for a room of an equivalent standard or a higher standard. We may require you to move rooms at any point during your stay for any reason for another room or an equivalent standard or a higher standard and we will not need to compensate you for this.

8. **Arrival and departure**

- 8.1. **Check in.** You may check in from 2:30pm on the first day of your booking. If you intend to arrive for check in after 10pm, you should tell us about this. If you fail to do so, we will be entitled to treat your booking as having been cancelled by you at 10pm on the first day of your booking.
- 8.2. **Check out.** All rooms must be vacated (and room keys returned to us) by no later than 10:30am on the day your booking ends. If you fail to vacate the room on time, we may charge you a late check-out fee. If you have still not vacated the room by 11:30am on the day your booking ends, we will be entitled to charge you for an additional night's accommodation at our full standard rates for the room in question.
- 8.3. **Identification.** We are entitled to ask all guests to produce identification documents to prove their identity, nationality and age, and may refuse to allow check in if suitable identification is not available for all guests. Acceptable forms of identification include a passport, driving licence, or any other document that our staff might decide is acceptable in the circumstances (acting reasonably). Guests who are not UK citizens may be required to complete a registration form and provide their passport to us, which we may copy.

9. **Your conduct at our venues**

- 9.1. **Your conduct.** You agree that you will (and agree to ensure that any other guest that is part of your booking will):
- 9.1.1. show consideration for other customers and staff at the venue;
 - 9.1.2. only attempt to access the room allocated to you and publicly accessible areas such as the venue entrance, parking and restrooms;
 - 9.1.3. not use abusive or foul language;

- 9.1.4. not behave in a way that is violent or threatening to any other customer or the staff of the venue;
- 9.1.5. not bring, use or be under the influence of illegal drugs in any part of our premises;
- 9.1.6. not be excessively drunk in or about our premises;
- 9.1.7. not smoke in any part of our premises, save in your room if your room has been designated as a smoking room by us;
- 9.1.8. not cause any health and safety hazard to our staff or other customers;
- 9.1.9. not tamper with any fire alarms (including attempting to cover or block them) or any other emergency equipment;
- 9.1.10. not use any electrical or mechanical equipment in your room which might cause damage to the room or might set off our fire alarms;
- 9.1.11. not bring any illegal items or articles onto our premises, or any item or substance which may damage our premises or constitute a health and safety hazard;
- 9.1.12. not prevent or attempt to prevent our staff from accessing your room where we believe this is necessary, including allowing our housekeeping staff access to your room at intervals we may reasonably specify;
- 9.1.13. not remove, damage or destroy any ICG property, or cause damage to any part of our venues; and/or
- 9.1.14. not behave in an anti-social or disruptive manner, including but not limited to generating excessive noise or odours.

9.2. Covid-19 (Coronavirus) measures. You must tell us straight away if you or any of your party tests positive for Covid-19 during your stay, or if you suspect you might have Covid-19. You agree not to fulfil your booking if you or any member of your party have Covid-19, or suspect you have Covid-19, in the 14 days prior to your booking commencing. Whilst at our venues, you agree to obey and observe all laws, government guidance and any reasonable policies we put in place related to the Covid-19 pandemic, including rules or guidance related to:

- 9.2.1.1. self-isolation and quarantine;
- 9.2.1.2. recommended social distancing measures;
- 9.2.1.3. mask wearing; and
- 9.2.1.4. guests from more than different households sharing accommodation.

9.3. When we can end your stay. If you or any member of your party breaks the conduct rules set out above or any of the other provisions of the contract between us, we will have the right to:

- 9.3.1. immediately end your booking and cancel any remaining part of your stay (for all rooms if you have booked more than one room);

- 9.3.2. to cancel any key cards or otherwise restrict your access to your room or to the venue;
 - 9.3.3. to require you and all your party to immediately leave the premises, including any car park or other land we own, or to eject you if you refuse to leave;
 - 9.3.4. remove any possessions that may remain in your room and (if you do not collect them within 7 days) to dispose of them without any liability to you; and/or
 - 9.3.5. to prohibit you from coming to any of our venues in the future, either to stay or for food and/or drinks.
- 9.4. **Financial consequences.** Where we exercise our right to end your stay early as above, we will not be liable to refund you for any portion of your booking, and will not be liable to you for any additional costs or losses you might face as a result.
- 9.5. **Damage to our premises.** If you or any member of your party damage our premises, or take any IHG property from your room when you leave, you will be responsible for that damage as the lead guest on the booking. You agree to pay us on demand the amount required to make good or remedy such damage or loss.
- 9.6. **We may end the contract if the hotel is closed.** If the venue you have booked closes or becomes unusable:
- 9.6.1. in circumstances we did not plan or foresee (for example if there extensive damage to the venue or the area around it), we can either end the contract immediately by giving you notice and give you a full refund within a reasonable period, or move you to a nearby hotel of the same or higher standard for the same price. We will be entitled to decide which of these options is used; or
 - 9.6.2. because of our business or operational decisions (such as carrying out a refurbishment), we can either end the contract by giving you notice in writing a reasonable period before your booking commences and give you a full refund within a reasonable period, or move you to a nearby hotel of the same or higher standard for the same price. We will be entitled to decide which of these options is used.
10. **Our responsibility for loss or damage suffered by you**
- 10.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 10.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to your booking.

- 10.3. **We are not liable business losses.** We will not be liable to you whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any business-related losses, including without limitation loss of income, sales or revenue; loss of business; business interruption; loss of profits or contracts; loss of anticipated savings; loss of data; loss of reputation and/or goodwill; or wasted management or office time.
- 10.4. **We are not liable for events outside our control.** If you suffer loss or damage as a result of events that are outside of our reasonable control, we will not be liable to you/.
- 10.5. **Limit of our liability.** Where we are liable to our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price for your booking, unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act.
- 10.6. **Statutory rights.** Nothing in this agreement affects your statutory rights.
11. **How we may use your personal information**
- 11.1. **How we may use your personal information.** We will only use your personal information as set out in our [\[LINK TO PRIVACY POLICY\]](#).
- 11.2. **Cookies.** Like many websites, our website uses technology called cookies and web server logs to collect information about how the website is used and how to improve them. Further details are set out in our [\[LINK TO COOKIE POLICY\]](#).
12. **Other important terms**
- 12.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 12.2. **Nobody else has any rights under this.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.3. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.4. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.5. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of your booking in the English courts. If you live in Scotland you can bring legal proceedings in respect of your booking in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of your booking in either the Northern Irish or the English courts.