

Stout & Stone Inns – Hotel Terms & Conditions

Introduction

These are the terms and conditions that apply when you reserve a room at a Stout & Stone Inns using one of our digital channels (such as our website, mobile site or app).

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

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

Additional terms apply to your use of our digital channels whether or not you make a reservation through them. These are published on the relevant digital channel.

Reservations

To reserve your room please follow the instructions on the website, mobile site or app (as applicable).

You must be at least 18 years old to make a reservation. Those under 18 years old are not permitted to stay in a Stout & Stone Inns hotel unless a parent or guardian is also staying in the hotel. See section 5 “Occupancy” below for details of permitted guests under your booking.

You will need to provide your credit or debit card details to secure your reservation. Stout & Stone inns accepts Visa, MasterCard 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.

If you think that there is a mistake in your reservation or if you require any changes to a confirmed reservation, please contact us to discuss. For more information on cancellation, please see section 10 Cancellation, below.

Room prices

Stout & Stone Inns adopts dynamic pricing and the price of our rooms fluctuates based on demand. When you make a reservation request, we'll give you a total price for the rooms and number of nights you've 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.

Occupancy

The maximum room occupancy is two adults. Family rooms (where available) can accommodate two adults (18 years and over) and two children (under the age of 16 years). Children aged 16 or 17 years will be permitted to stay in separate room(s) under the responsibility of the parent or guardian and the parent or guardian must also stay in the hotel at all times the children are within the hotel. You must not exceed the maximum occupancy for the room allocated to you. We reserve the right to conduct checks on occupancy and compliance with these terms. Occupancy is not transferable (e.g. amending guest names once the booking is checked-in).

Those under 18 years old are not permitted to stay in a Stout & Stone Inns 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 and ensure all guests under your booking bring identification, otherwise where requested you and/or your guests will not be permitted to stay.

Accessibility

Some Stout & Stone Inns hotels have rooms which are specially adapted for customers with disabilities. For more information, please contact your chosen hotel to ensure that a room that suits your needs is available.

Special requests

Although Stout & Stone Inns hotels will try to accommodate special requests, all rooms are subject to availability.

Paying for your room

If you have not paid for your room and any extras added to your booking in full at the time you make your reservation, you will need to pay on arrival.

Payment may be made by cash (with proof of identification), credit/debit card (Visa, MasterCard, American Express, Diners Club, Maestro and Electron),

10. Cancellation

Your right to cancel

Flex rate room bookings may be cancelled up to 24 hours United Kingdom (UK) time on the arrival date. If you cancel your reservation before 1pm on the day of arrival and have paid for the room in advance by debit/credit card or a full refund will be processed to the same debit/credit

card normally before 9am the next working day though it may take a few days for the funds to reach your account. A cancellation reference will be given and should be retained as proof of cancellation.

If you cancel a reservation after 1pm UK time 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 equivalent to one night's total accommodation per room booked and for any meals and other extras booked for the first night of your stay such cancellation charge is to compensate the hotel for the late cancellation and is not for any service.

If you decide to shorten your stay you must inform reception at the Stout & Stone Inns hotel that you are staying in by 12 noon UK time on the day you wish to check out. Otherwise, you will be charged a cancellation charge equivalent to one night's total accommodation per room booked and for any meals and other extras booked for the following day. 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 1pm UK time on the day of arrival and the cost of any meals and other extras booked for the following day is non-refundable in the event of a cancellation (including any "no show").

You can amend a booking up until 1pm UK time on the day of arrival provided that:

- (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) The first night of the amended booking is to occur within 18 months of the date you were first due to arrive (subject to availability);
- (iii) Any subsequent amendments to the date of your booking are again within 18 months of the arrival date of your original booking (for example, if the arrival date of your original booking was 1st July 2024, irrespective of how many times you amend the booking the first night of your amended stay must always occur on or before 31st December 2025);
- (iv) If the total value of the new stay is less than the original booking pre-payment, any difference is forfeited;
- (v) If the total value of the new stay is more than the original booking pre-payment, the remaining balance is payable and payment in full is required at the time of amendment.

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.

Bookings amended within 3 days of arrival are outside of the cancellation period and are fully non-refundable, and remain non-refundable despite any amendments to the booking (for example, irrespective of the amended date of stay no cancellation period applies). You can amend a booking outside of the cancellation period up until 1pm UK time on the day of arrival provided that.

- (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) The first night of the amended booking is to occur within 18 months of the date you were first due to arrive (subject to availability);
- (iii) Any subsequent amendments to the date of your booking are again within 18 months of the arrival date of your original booking (for example, if the arrival date of your original booking was 1st July 2024, irrespective of how many times you amend the booking the first night of your amended stay must always occur on or before 31st December 2025;
- (iv) If the total value of the new stay is less than the original booking pre-payment, any difference is forfeited;
- (v) If the total value of the new stay is more than the original booking pre-payment, the remaining balance is payable and payment in full is required at the time of amendment.

Standard rate room bookings cannot be cancelled. After making a booking, the reservation becomes fully non-refundable. Pre-paid meals and/or additional extras will be refunded. You can amend a booking up until 1pm UK time on the day of arrival provided that:

- (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) The first night of the amended booking is to occur within 18 months of the date you were first due to arrive (subject to availability);
- (iii) Any subsequent amendments to the date of your booking are again within 18 months of the arrival date of your original booking (for example, if the arrival date of your original booking was 1st July 2024, irrespective of how many times you amend the booking the first night of your amended stay must always occur on or before 31st December 2025;
- (iv) If the total value of the new stay is less than the original booking pre-payment, any difference is forfeited;
- (v) If the total value of the new stay is more than the original booking pre-payment, the remaining balance is payable and payment in full is required at the time of amendment.
- (vi) All amended bookings remain fully non-refundable.

Our right to cancel

Your breach

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 breach the contract between us in any way; or

- you have previously breached 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.

Events outside our control

We may also cancel your reservation if an event outside of our control (including industrial action, explosion, outbreak of disease, health and safety issues, fire, flooding, and failure of power and/or water supplies or emergency evacuation) means that we are unable to make your room available to you. In this case we will contact you to let you know as soon as possible and:

- if you have already paid for your room, we will refund your payment to you; or
- if you have not yet paid for your room, you will not have to make any payment to us.

Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control. This does not affect your statutory rights.

Arrival and departure

Check-in time is from 3pm across all hotels. Check-out is by 11am. Please note that during some of our busiest periods, there may be a wait at check-in.

If you think you're likely to arrive after 10pm, please let your chosen hotel know in advance.

Guests will be asked to provide proof of identity and nationality upon check-in. All guests will be asked to complete a registration form and provide their identity card / passport details.

Acceptable forms of identification are: a passport, driving licence.

Rooms must be vacated by 11am on the day of departure. Failure to leave your room by this time may result in a late check-out charge of up to one night's additional accommodation charge.

Hotel expectations of you (and your group)

You must not:

- be threatening or abusive to any of our team before, during or after your stay;
- smoke anywhere inside any the premises. This includes the smoking of e-cigarettes. Permitted smoking areas will be identified on site. Smoking on hotel premises outside of the designated smoking area will result in a £150 fine.
- engage in any unlawful activity during your stay at a Stout & Stone Inns premises (e.g. taking an illegal substance);
- cause any health and safety hazard to any of our team members or any of our guests;
- bring any potentially dangerous or hazardous materials or equipment onto the premises;

- use any electrical appliances that may overload the electrical system, cause a health and safety hazard and/or set off the fire alarm system, such as toaster, mini cookers or portable grills.
- tamper with any fire alarms or emergency equipment.
- utilise hotel rooms to store items (personal or otherwise) which could in the sole opinion of Stout & Stone Inns cause damage to the room or be a risk to the health and safety of staff or property.
- prevent Stout & Stone Inns management, housekeeping and/or maintenance staff from access to your hotel room(s) as and when required by management, with housekeeping permitted full access at least once every two days
- remove, damage or destroy any Stout & Stone Inns property.
- use any of the technology provided by Stout & Stone Inns to download or access any unlawful or obscene material; or cause unreasonable disturbance to our other guests or any hotel team.

If you or your group 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 Stout & Stone Inns on demand the amount required to make good or remedy such damage or loss. For the avoidance of doubt, if Stout & Stone Inns requests that you or any member of your group are to leave the hotel following a breach of these terms and conditions, you will also be liable to pay Stout & Stone Inns on demand all costs associated with such removal.

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 Stout & Stone Inns room for sale either on its own or as part of a combined offer. Stout & Stone Inns will not honour any reservations made in this way and does not accept any liability for doing so. If you are a Tour Operator and wish to book rooms at a hotel you should contact the hotel directly.

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

- cancel your reservation with immediate effect and (if appropriate) eject you from the 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 hotels.

Stout & Stone Inns will not be liable for any refund or compensation in such circumstances.

Stout & Stone Inns 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.

16. 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.

Your information

We keep your personal data safe and secure. Full details about how we use your data are set out in our Privacy Notice. Similar to other commercial websites, this website and the System utilises a standard technology called cookies and web server logs to collect information about how the website and/or the System is used and how to improve them. Further details can be found in our Cookie Notice. By providing information about you and your booking group (as outlined in the Privacy Notice) when making a reservation, you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

The contract

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

Our liability

We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.

We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control.

If we breach these terms and conditions for reasons within our control we shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach.

Save as prohibited by applicable law, we shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any indirect or consequential losses including:

- 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.

Where we are liable to you (save as prohibited by applicable law) our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of your reservation unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act.

Applicable law

These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by and construed in accordance with English law.

If you are a consumer you and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any claim arising from, or related to, your reservation and/or stay at any Stout & Stone Inns hotels. We retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant country. If you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

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 any Stout & Stone Inns 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 us to enforce our rights or remedies under these terms and conditions or otherwise shall not be construed as a waiver by us of those or any other rights or remedies.

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