

## **WOTTON HOUSE HOTEL BOOKING TERMS AND CONDITIONS**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

These Terms are applicable to all room bookings made by Wotton House Hotel (Wotton House OpCo Limited) and its Clients and apply to all reservations, bookings and agreements for accommodation, dining and use of services at Wotton House Hotel hotels.

Wotton House Hotel is registered in England and Wales under company number 14063351 with its registered office at Gorsestacks House, George Street, Chester, CH1 3EQ. To contact Wotton House Hotel, please email: [saleslead@wottonhousehotel.co.uk](mailto:saleslead@wottonhousehotel.co.uk)

Clients are asked to read these Terms carefully and note their responsibilities, arrangements for payments, cancellation terms and limitations on the liability of Wotton House Hotel.

In these Terms:

**Booking Confirmation:** means the confirmation e-mail a Client will receive when a Client's offer is accepted by Wotton House Hotel;

**Client:** means the person for whom Wotton House Hotel has agreed to provide the Services in accordance with these Terms. If Wotton House Hotel has agreed to provide services through the RFP Process, then those services shall be supplied on separate terms and the individual(s) to whom services are supplied under the RFP Process shall not be considered Clients for the purpose of these Terms;

**Contract:** means the contract for the provision of the Services between Wotton House Hotel and Client;

**Flexible:** has the meaning given in the Payments and Rates section;

**Advanced Purchase:** has the meaning given in the Payments and Rates section;

**Services:** means accommodation, dining (where applicable) and other services (as applicable), described by Wotton House Hotel on its website, in its brochure, or over the telephone which the Client books and Wotton House Hotel is to supply pursuant to the Contract;

**Terms:** means these booking terms and conditions, as amended from time to time;

**Website:** means Wotton House Hotel's website at: [wottonhouse.co.uk](http://wottonhouse.co.uk) (as may be amended from time to time)

### 1. FORMATION OF CONTRACT

1.1. Wotton House Hotel shall supply and the Client shall purchase the Services in accordance with the Contract, which shall be governed by these Terms to the exclusion of any and all other terms.

1.2. None of the information on the Website, in any of Wotton House Hotel's brochures, or given by Wotton House Hotel staff over the telephone constitutes an offer from Wotton House Hotel. This information constitutes an invitation for Client(s) to make an offer to Wotton House Hotel and Wotton House Hotel may accept or decline any such offer for any reason.

1.3. A Contract shall only come into effect and shall only become binding on Wotton House Hotel when a Client's offer is accepted in writing by Wotton House Hotel – this will be the point at which Wotton House Hotel issues a Booking Confirmation.

## 2. CLIENT INFORMATION

2.1. The Client shall, at his/her own expense, supply Wotton House Hotel with all necessary data or other information relevant to the supply of Services, as reasonably requested by Wotton House Hotel, within sufficient time to enable Wotton House Hotel to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all such information.

## 3. WOTTON HOUSE HOTEL INFORMATION

3.1. The images of rooms on the Website and in Wotton House Hotel brochures are displayed for illustrative purposes only. Although Wotton House Hotel makes every effort to display rooms and facilities accurately, there may be minor discrepancies between these images and the Services supplied.

## 4. PAYMENT AND RATES

4.1. The booking rate payable by the Client shall be clearly set out (or explained to the Client, as applicable) as “Flexible Rate”, “Advanced Purchase” at the point a booking selection is made. The booking rate will be confirmed in the Booking Confirmation.

4.2. The Client will generally have a choice of rates at the point a booking selection is made. However, the specific rates and pricing available in any particular case will depend on availability and demand at any given time.

4.3. Advanced Purchase – this is the advance purchase standard rate. For bookings made on Pay Now rates, full payment will be taken at the time of booking. This payment is not refundable in the event of any cancellation or no-show. The Client has no right to make changes to bookings made on Advanced Purchase rates.

4.5. Flexible Rates – this is the deferred purchase standard rate. Card details are taken at the point of booking but bookings made on Flexible rates can be cancelled by the Client at no cost up until 4pm on the day prior to the Client’s scheduled arrival.

4.6. All rates featured on the Website or quoted by telephone are subject to availability and Wotton House Hotel reserves the right to refuse any booking for any reason. Prior to receipt of a Booking Confirmation, all prices are subject to change without notice and Wotton House Hotel does not guarantee that any particular type of rate will be available in respect of any particular booking.

4.7. If Wotton House Hotel accepts and processes a Client offer where a pricing error is obvious and unmistakable and could reasonably have been recognised by a Client as a mispricing, Wotton House Hotel may end the Contract and refund any sums paid.

4.8. All charges, whether the Flexible Rate, or Advanced Purchase Rate, are inclusive of Value Added Tax at the current prevailing rate. Indicative alternative currency rates used to estimate cost and balance of cost are based on current exchange rates and are subject to fluctuation.

4.9. Any additional charges due to Wotton House Hotel from the Client for the Services shall be paid by the Client on presentation of an invoice prior to the Client leaving the relevant Wotton House Hotel. The Client is deemed to have authorised the settling of all outstanding charges which can be processed by Wotton House Hotel using any credit or debit card details held on file. Payment via cheque or cash is not accepted.

## 5. CANCELLATIONS

5.1. Advanced Purchase: any Contract made on Advanced Purchase is not refundable in the event of Client cancellation or if the Client and/or their guest(s) fail to take up the Services on the day specified in the Contract, except for the circumstances set out in the Termination section below. The Client has no right to make changes to Contracts made on Advanced Purchase rates. No Client-requested changes will be made unless agreed by Wotton House Hotel in writing.

5.2. Flexible Rate: the Client may cancel any Contract made on Flexible Rate at no cost up until 4pm on the day prior to the Client's scheduled arrival. If the Client fails to cancel in time or take up the Services on the day specified in the Contract, the Client will be charged the total cost for the first night of the booking, which shall be calculated as follows:

Number of rooms booked x price of each room on the first night of the booking.

5.3. Wotton House Hotel reserves the right to cancel a booking for any reason. If Wotton House Hotel needs to cancel a booking it may offer an alternative hotel for the fulfilment of such booking, and it will not charge any administration fees. The Client may accept or decline such offer in its discretion and if the Client declines, Wotton House Hotel will make a full refund of the fees paid. The payment of the full refund will be the full amount of Wotton House Hotel's liability to the Client..

5.4. The cancellation policy is subject to change. Please check these Terms regularly to understand the current position. The Booking Confirmation will always reflect the current position.

## 6. VARIATION IN SERVICES

6.1. Wotton House Hotel may at any time make changes to the Services, without notice to the Client, which are necessary to comply with any applicable safety or other legal or regulatory requirements, for example, to address a security threat, extraordinary environmental conditions, unforeseen damage to premises or a national state of emergency, or changes which do not materially affect the nature or quality of the Services.

6.2. Wotton House Hotel reserves its right to make changes to the Services in other circumstances, upon notice to Client, in exceptional situations which may include any of the following: unforeseen system failures, utility outages, health hazards and emergency renovations to premises. In the unlikely event that this happens, Client has the right to:

6.2.1 Accept the changed arrangements as notified;

6.2.2 Make alternative arrangements with Wotton House Hotel; or

6.2.3 Cancel the booking in accordance with paragraph (a) of the Termination section below.

6.3. If a Client wishes to amend any booking details, changes should be advised to Wotton House Hotel at least 24 hours before the Client's scheduled arrival date. Wotton House Hotel shall confirm with the Client in writing if such changes can be accommodated. Any variation of numbers, accommodation and food and beverage requirements specified for the Services or other changes or additions requested by the Client must be agreed by the Client and Wotton House Hotel in writing. Whilst every effort is made to fulfil any particular requests, these requests do not form part of the Contract and Wotton House Hotel does not guarantee that it will be able to meet any particular requests.

6.4. In the event that the Client's details are incorrect on the Booking Confirmation, please advise the Wotton House Hotel reservations team on email at: [reservations@wottonhousehotel.co.uk](mailto:reservations@wottonhousehotel.co.uk)

## 7. LIABILITY OF WOTTON HOUSE HOTEL

7.1. If Wotton House Hotel fails to comply with these Terms, Wotton House Hotel is responsible to the Client for loss or damage suffered that is a foreseeable result of Wotton House Hotel failing breaching the Contract or failing to use reasonable care and skill, but Wotton House Hotel is not responsible for any loss or damage which is not foreseeable. Loss or damage is foreseeable if it is obvious or, at the time the Contract was made, Wotton House Hotel and the Client knew it may happen.

7.2. Wotton House Hotel does not exclude or limit its liability where it would be unlawful to do: this includes liability for death of personal injury caused by the negligence of Wotton House Hotel or its employees; for fraud or fraudulent misrepresentation; or for breach of a Client's legal rights in relation to the Services.

7.3. Services are supplied for consumer and private use. The Client is a consumer if he/she is an individual and/or makes a booking wholly or mainly for the Client's personal use. If Services are used for any commercial or business use, Wotton House Hotel has no liability for any loss of profit, loss of business, business interruption or loss of business opportunity.

## 9. CLIENT RESPONSIBILITIES

9.1. Check-in and check-out times for accommodation in Wotton House Hotel hotels vary by hotel. This information shall be made available to the Client over the course of the booking process and check-in time shall be confirmed in writing in the Booking Confirmation.

9.2. The Client is responsible for the behaviour of his, her or its guests at Wotton House Hotel hotels and in particular for the orderly conduct of guests attending any function or staying in Wotton House Hotel or otherwise making use of the Services. The Client must ensure that no noise or nuisance is caused either for Wotton House Hotel or its other guests and customers. The Client must comply with any reasonable request of Wotton House Hotel and with any policies of Wotton House Hotel as may apply to the Services from time to time.

9.3. The Client (and his/her guests) are prohibited from engaging in any illegal activity within Wotton House Hotel premises and/or damaging Wotton House Hotel property and/or bringing dangerous or hazardous materials or equipment onto Wotton House Hotel premises.

9.4. Smoking is prohibited in all areas of the Wotton House Hotel hotels.

9.5. Wotton House Hotel may request Client photographic identification at the point of check-in, if requested the Client must provide valid identification to make use of the Services. Credit / debit card used at the time of the booking needs to be presented upon check-in. Please note that failure to do so will result in an alternative payment method being required. If requested by Wotton House Hotel, Client must provide a form of payment at the point of check-in to cover any charges payable to Wotton House Hotel for the Services.

9.6. All visitors to guest accommodation must register on arrival and provide photographic identification.

## 10. CCTV

10.1. In some public areas and some staff areas of Wotton House Hotel, CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of Wotton House Hotel's hotels and security for all its Clients and staff.

## 11. PERSONAL INFORMATION

11.1 Wotton House Hotel will only use a Client's personal information as set out in the privacy policy.



WOTTON HOUSE  
COUNTRY ESTATE HOTEL

EVERGREEN SINCE 1658

## 12. GENERAL

12.1. If any exclusion or limitation contained in these terms is found, in whole or part, to be unlawful or for any other reason unenforceable, that exclusion, limitation or the part in question shall be deemed severable and omitted from these term for that purpose. Such omission shall not affect the validity, effectiveness or enforceability of the other provisions of these terms.

12.2. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.3. English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.