



## Terms and Conditions

The following Terms and Conditions apply to all bookings made with Tinto Hotel. We kindly ask that you take a moment to read them prior to making a Booking.

The Company enters into this Agreement as principal for Bookings made for the hotels it owns and as agent where a Booking is made for a hotel that it operates on behalf of the Hotel Owner. The booking confirmation will clearly state the identity of the Owner.

In these Terms and Conditions the following definitions apply:

### 1. Definitions

**“Company” or “we”** means Tinto House Limited (company no 08360049) whose registered office is at the Chase Business Centre, 39-41 Chase Side, London N14 5BP.

**“Booking”** means the booking for accommodation, functions and/or any other services or items made with us.

**“Contract”** means the Booking and these Terms, and any other terms and conditions stated to apply to the Booking.

**“Hotel”** means the premises for which your Booking is made.

**“Terms”** means these terms and conditions.

**“Websites”** means [www.tintohotel.scot](http://www.tintohotel.scot) or any other website owned or operated by us relating to a Hotel from time to time.

**“VAT”** means value added tax.

## 2. Bookings

All Bookings at the Hotel are subject to these Terms.

At the time of booking or at check-in, we will take your credit/debit card details and you authorise the use of this card for any sums that become owing to us. We shall also have the right to require full payment in advance or a deposit at the time of booking in certain circumstances or if the Booking includes the supply of certain items or services. No Booking shall be treated as confirmed until the details and/or payment/deposit described in this paragraph have been provided.

## 3. Charges

The prices displayed on the Websites are an average per night per person until a rate is selected. Any meals, service or VAT (at the prevailing rate) are included only if specified. A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified. Once a rate is selected on the Websites, the total for your requested stay shall be displayed on the reservation summary. Prices shall be charged in the local currency of the Hotel and any currency conversion facility is provided as an approximation tool only, please refer to the Currency Disclaimer for more details.

The VAT breakdown shown is indicative based on the current rate of VAT, and the expected VAT treatment of the goods or services. VAT will be payable at the prevailing rate applicable at the tax point of the invoice or Booking confirmation issued, and may change depending on the actual rate and the VAT treatment of the goods and services purchased at that date.

Price lists for additional items, such as restaurant meals and room service, are on display at relevant locations within the Hotel and are available on request.

## 4. Check-in/ Check-out Requirements

In the interests of security and to prevent fraud, at the time of check-in, guests may be required to confirm their identity by providing their booking reference; their passport/identity card/driving licence and a valid credit or debit card which will be swiped in the presence of the card holder. If guests are travelling from outside the UK, Ireland or any country in the Commonwealth we are also obliged by law to require guests to provide the number and place of issue of your passport/identity card and details of their next destination. These records will be kept for at least 12 months and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party over the age of 16 and we reserve the right to refuse entry to persons who cannot provide the information set out above.

Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 3.00 p.m. on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 11:59pm on the scheduled day of arrival unless otherwise agreed directly with the Hotel. Any non-secured reservation will be held until 4.00 p.m. on the day of arrival at which time we will be entitled to re-let the room, unless the guest has notified the hotel of a late arrival.

On the day of departure we kindly ask all guests to vacate their rooms by 11.00 am(unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the Hotel.

Rooms are subject to maximum occupancy rules set by the Hotel. If you would like further details please contact the Hotel.

## 5. Payment

We accept the following methods of payment: credit cards: MasterCard, Visa; debit cards - Visa/Delta and Visa/Electron. For advance purchase rates the card you booked with must be presented on arrival, along with the appropriate ID. At the time of check-in we will authorise the accommodation charges (room rate, VAT and any service charge) and anticipated incidentals for the duration of your stay against your credit/debit card. We may also choose to accept a deposit in place of payment card authorisation by another valid form of payment, including cash or cheque.

During your stay the Hotel's system will calculate the incidentals charged to your room on a daily basis. If the cost of those incidentals exceed the authorisation taken on check-in, further authorisation will automatically be requested and if such authorisation is not available, we may request another method of settlement or a deposit to be provided, failing which we reserve the right to restrict access to your room.

All outstanding charges must be paid for in full on check-out from the Hotel. If the outstanding charges do not exceed the authorisation taken on check-in, the authorisation for the amount not utilised will be released, however, we cannot control how long it takes for your bank to effect such release. If staying for multiple nights at the Hotel we may require you to make payment for any outstanding charges on a more frequent basis during your stay.

## 6. Cancellation Policy and No Shows

The cancellation policy varies according to the rate that is booked. Please refer to the individual full rate descriptions given at booking.

For rates marked as "Flexible Rate" - These are cancellable without charge up to 3.00 p.m. local time 72 hours prior to arrival. Cancellation and non-arrival charges apply after the relevant time and will be charged to the credit/debit card supplied at the time of booking. We reserve the right to charge for one night's accommodation per room booked if the above cancellation requirements are not met.

For rates marked "Advance Purchase" - We require full prepayment for the entire stay at the time of the Booking and this is non-refundable and the Booking non-changeable. Prepayment is charged to the credit/debit card supplied at the time of the Booking. Cancellation or non-arrival will result in the forfeiture of the prepayment.

## 7. Changes or Cancellation by the Company

Very occasionally we may need to cancel your Booking. In such circumstances you will be given a full refund but we shall have no further liability to you arising out of such cancellation. We will, however, use reasonable endeavours to try and re-locate any confirmed Booking cancelled by us to an alternative location similar in standard to the Hotel.

Your booking is for a class of room in the Hotel and does not guarantee that you will be able to stay in a specific room or in the same room for the duration of your stay. If you have indicated a preference for a particular room through a "choose your own room" facility on the Website, we will use our reasonable efforts to honour this preference. However, we may need to allocate an alternative room to you for operational or safety reasons. If we need to move you to a different room during your booking for which a lower rate is available than the rate you booked at, we will refund you the difference in the rates.

## 8. Damage

We reserve the right and you hereby authorise us to charge your credit or debit card for any damage incurred to your room or the Hotel during your stay (including without limitation specialist cleaning) or for any items that are missing when you leave. Damage caused due to unauthorised smoking within the hotel will be charged at £150.

## 9. Accessibility

The hotel has limited ground floor rooms therefore subject to availability, there is no lift to the upper floor. The hotel does not provide equipment or services that may be required by some individuals for ability or medical reasons any such equipment required must be organised for delivery to the hotel by the individual at their own cost. Ground floor areas are accessible to all, ground floor rooms are easy access rooms however are not classified as mobility rooms.

## 10. Parking

Where a Hotel has its own car park, there may be a charge and/or limited spaces available and space may not be available for the duration of your stay. Terms and conditions may also apply to car park use. Please contact the Hotel directly for more information. Cars and their contents are left at the owner's/customer's own risk. We do not accept responsibility for loss or damage (save as may not be excluded or restricted by applicable law).

## 11. Hotel Events

Please be aware that at certain times throughout the year some of our hotels may host weddings, events and parties, which you may feel would be an intrusion on your break. Please contact the Hotel directly in advance of your stay for further information.

## 12. Guest Behaviour

Guests are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and respect for the property of the Hotel, its employees and guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Hotel, or cause offence to other guests or our members of staff. We reserve the right to refuse accommodation or services or remove you and members of your party from the Hotel if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

## 13. Smoking & Narcotics

Guests are not permitted to smoke in rooms or public areas, this includes cigarettes, cigars, pipes, smoke free cigarettes, e-cigs & vapour cigs . A charge of £150 will be made to any guest smoking in any area of the hotel including the room occupied by the guest during their stay.

A strict no drugs policy is held by the hotel in line with the law, any one in possession of narcotics will be reported to the local authority.

Anyone carrying medicines must use them as directed and guests are expected to dispose of any unused medicines in the appropriate manner. Any sharps produced by a guest must be disposed off in a sharps bin carried by the guest or within the hotel sharps bin (produced on request).

## 14. Children

All children (a person under 16 years of age) staying at the Hotel must be accompanied by an adult and must be supervised by an adult at all times. The hotel takes no responsibility for any unsupervised child.

Cots and extra beds are available in most of our rooms. However, these are limited and subject to availability. Additional charges may apply. Please check at the time of booking.

## 15. Pets

Pets are accepted to stay at the hotel at the discretion of the hotel and are charged at a per pet per night rate, contact the hotel prior to making your booking to enquire further availability. Any damage made by any pet will be charged at the appropriate cost to the guest. The hotel reserves the right to ask any guest to remove their pet from the hotel if said pet is disruptive to the enjoyment of any other guests stay.

## 16. Personal Information

Telephone calls may be recorded from time to time to help us improve the service we offer you.

All personal information stored and used by us is done so in accordance with our Privacy Policy and Cookie Policy.

## 17. Force Majeure

The Company accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## 18. Limitation of Liability

The Company will not be responsible for the loss or damage of any property left in the Hotel other than as required under the Hotel Proprietor's Act 1956 and the Local London Authorities Act 2004 (a copy of the notice under such Acts is displayed in the reception of the Hotel) or any other applicable law.

The Company will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Company, its employees, contractor or agents or otherwise). The Company's total liability shall not exceed the value of the charges received by it under the Contract.

Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by the Company's negligence or liability for fraud or fraudulent misrepresentation.

## 19. Governing Law and Jurisdiction

The Contract and any non-contractual obligations arising in connection with it are governed by British law.

The British courts have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations.

Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the British courts (on the grounds that the British courts are not a convenient forum or otherwise).

## 20. Web Site Information

While all reasonable efforts have been taken to ensure the accuracy of information on the Websites, the Company does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the Websites without notice. Please note that in certain circumstances, generic photographic images have been used to represent the general style of a particular product or hotel.

The content of the Websites is the copyright of the Company, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.

Trade marks used on the Websites are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third party sites.

The Websites are operated by the Company.