

# TERMS AND CONDITIONS



# YOUR STAY

# **ACCOMMODATION**

- Deposit requirements may vary dependent on type of rate, the deposit will be stipulated at the time of booking. All deposits are strictly nonrefundable and non-transferable.
- Cancellations will be accepted up to 48 hours prior to arrival without incurring any further charge. Cancellations advised after this time will incur an additional charge, equal to the cost of your first night's stay. Guests who have paid in full prior to arrival, will not be entitled to any refund in the event of cancellation.
- On arrival at the hotel you will be asked to settle your account in full as quoted on your confirmation, and also to provide a credit/debit card guarantee to cover any extras incurred during your stay
- 4. No allowance will be made for early departures, guests will be charged in full for the total stay as confirmed at the time of booking.
- Any changes to bookings made after confirmation will be charged at our daily/best available rate.
   This includes any changes to board basis.
- 6. We regret that we are unable to accept payment by cheque.
- 7. Check in time is 2pm Rooms must be vacated by 11am on day of departure. Failure to vacate rooms by 11am will incur an extra charge of £25
- 8. Requests for a particular room cannot be guaranteed, and all accommodation will be allocated on a first come, first served basis. We shall, however, use our reasonable endeavour to meet your requests.
- Whilst the hotel takes all responsible steps to ensure the accuracy of all information contained in its brochures, leaflets, website

- and advertisements, we reserve the right to alter, substitute or withdraw any service or facility without notice if necessary. The hotel shall not be bound by any descriptions, prices or other information set out in such advertising or literature, except that nothing in this clause shall affect the hotel's liability for fraudulent misrepresentations
- 10. The price quoted refers to the board basis as described on your confirmation. When a dinner inclusive rate is indicated, this will include a three course carvery, alternatively a table d'hote menu will be available, (both are subject to availability.)
- II. Guests are requested to make dinner reservations prior to arrival in order to guarantee a table. Please call reservations on 01253 712236
- 12. Disruptive and/or inconsiderate behaviour will not be tolerated. Offensive or illegal behaviour could lead to your eviction and police involvement. You must show consideration for your fellow guests. We reserve the right to ask guests persisting in this type of conduct to leave the hotel immediately. In such instances, no allowance will be made for early departure and the full cost of your pre-booked accommodation will be charged. We reserve the right to recover from you any compensation we may pay to other guests as a result of your actions and we reserve the right to refuse any future bookings from you or a member of your party.
- I 3. Unaccompanied children will NOT be allowed in the Ballroom after 9pm and unaccompanied children under the age of sixteen will not be allowed anywhere in the hotel after 11pm. Any such child will be escorted back to their room

# **ACCOMMODATION**

- 14. You will be held responsible for any damage caused to hotel property by any member of your party, including children. The total cost of repair of any such damage will be added to your final account
- 15. The hotel will not be liable under this Contract, for loss or damage to any property belonging to you or your guests whilst such items are in the hotel. It is your responsibility to arrange suitable security and to ensure that insurance cover is in place for all items belonging to you or your guests whilst such items are in the hotel
- 16. Any problems with your stay must be reported in a timely manner, allowing the hotel time to resolve the issue. We have a no refund policy for issues presented post stay.
- 17. We do not allow any filming or photography in or around the swimming pools and changing areas.

- We do sometimes take photographs and film for promotional and training purposes, which may take place during your stay
- 18. With the exception of hearing and guide dogs, we do not allow pets in the hotel. Failure to comply will result in your booking being terminated and no refund will be offered. Please notify us at the time of booking if you intend bringing a hearing or guide dog during your stay
- By law, no smoking is permitted in any area of the hotel
- 20. We reserve the right to amend our Terms and Condition without prior notice

We recommend that suitable insurance is arranged to cover your accommodation, event or conference.

# **GROUP BOOKINGS**

- I. Rates quoted are net of commission, inclusive of VAT(subject to alteration should the rate be changed) solely for leisure groups and are to be used only as part of a package. They apply solely to the hotel, dates, room numbers and room type, meal plans and any extras quoted overleaf. Rates quoted apply to a minimum of 10 guests. Should the client reduce the expected number of guests, the hotel may alter the rates applicable. Should numbers fall below 10 the hotel reserves the right to charge at individual tariff rates.
- To help the hotel meet your clients needs, please provide the following information as soon as possible and in any event, at least 14 days prior to the date of arrival: estimated time arrival and departure, meal schedules, special requirements including dietary.
- 3. The bedroom accommodation is normally available from 2pm on the day of arrival and must be vacated by I I am on the day of departure
- Payment of credit accounts is due within 14 days
  of the date of invoice in pounds sterling without
  any deduction, set-off our counter claim, time of
  payment being of the essence.
- 5. If no query is raised on an account within 7 days of the invoice date, it will be deemed to have been accepted in its entirety by the client
- 6. In the event of payment becoming overdue, we reserve the right to charge 2.5% above the Barclays Bank plc base rate on all or part of the overdue monies from the 15th day after the date of the invoice
- 7. Where a credit facility has not been arranged full payment will be required 30 days prior to arrival. Should such deadline not be met, the hotel reserves the right to release the rooms booked.

- 8. All bookings will be considered as provisional until the client has signed and returned a copy of the form overleaf, not later than 7 days after receipt. Should such deadline not be met, the hotel reserves the right to release the rooms booked.
- 9. Final numbers, timings, menus and any special requests must be confirmed to the hotel by the deadline date. These will be minimum number for which the client will be charged in the event of a cancellation or partial cancellation by the client after the deadline date.
- 10. Amendment to guest numbers/arrangements must be notified to the hotel in writing immediately they are known.
- II. Reduction in the duration or contracted value of the booking made after the deadline date will be subject to the hotels cancellation policy
- 12. The client must provide the hotel with the rooming list at least 14 days prior to the date of arrival
- 13. All cancellations or partial cancellations should be advised to the hotel immediately they are known and confirmed in writing. The hotel will endeavour to re-sell such facilities at a similar value. Should this not prove possible the hotel reserves the right to charge in full for all accommodation cancelled after the deadline date.
- 14. Cancellation charges for leisure groups • No charge will be made for cancellation up to 42 days prior to arrival 42 to 14 days prior to arrival 50% 14 to 7 days prior to arrival 75% 7 days prior to arrival or less full charges will apply
- 15. Should the hotel need to make any amendments to the clients booking, it reserves the right to use another hotel (within reasonable proximity) in the same category of higher than that booked without incurring any liability to the client. The hotel will notify the client of such amendments as soon as possible.

# **GROUP BOOKINGS**

- 16. The hotel may cancel the booking at any time without incurring any liability to the client if: Any part of the hotel is closed due to circumstances beyond its control The client becomes insolvent or enters into liquidation/receivership or the hotel has reasonable grounds for believing that the client is insolvent and its right to receive payment due to the hotel The client is more than 14 days in arrears of any payment due to the hotel The booking might in the opinion of the hotel prejudice the reputation of or cause damage to the hotel
- 17. Disruptive and/or inconsiderate behaviour will not be tolerated. Offensive or illegal behaviour could lead to your eviction and police involvement. You must show consideration for your fellow guests. We reserve the right to ask guests persisting in this type of conduct to leave the hotel immediately. In such instances, no allowance will

- be made for early departure and the full cost of your pre-booked accommodation will be charged. We reserve the right to recover from you any compensation we may pay to other guests as a result of your actions and we reserve the right to refuse any future bookings from you or a member of your party.
- 18. The costs of repairing any damage caused to the property, contents of grounds of the hotel by any member(s) of the group must be reimbursed to the hotel forthwith by the client.
- 19. No variation of these terms and conditions will be effective unless in writing and signed on behalf of the hotel and the client.
- 20. In the event of any inconsistency between the client's terms and conditions and these terms and conditions, these terms and conditions will prevail



# MEETINGS AND EVENTS

# **CONFERENCE**

- Confirmation The hotel requests that all bookings be confirmed within seven days of being made. Should written confirmation not be received, the booking will be released and the space re-sold. Confirmation of a booking indicates acceptance of these terms and conditions
- Cancellation Should any booking be subsequently cancelled, the following cancellation charges will be levied I. Cancellation over three weeks prior to event no charge 2. Cancellation 2-3 weeks prior to event 50% of room hire/delegate rate payable 3. Cancellation I-2 weeks prior to event 75% of room hire/delegate rate payable 4. Cancellation less than one week prior to event 100% of room/hire/delegate rate payable
- VAT All rates quoted are inclusive of VAT at the current rate
- 4. Settlement of accounts Payment terms are strictly 30 days from receipt of invoice, after which date we reserve the right to levy an interest charge of 4% per anum over the base rate of Barclays Bank Plc, such interest to be accrued daily
- Guaranteed numbers Final numbers are required not less than 10 days prior to the conference.
   Should actual numbers reduce after this time, the original numbers will be charged for in full
- 6. Day delegate rate Minimum numbers accepted on a day delegate rate is 10 delegates. Should delegates fall below this number, the minimum would still be charged. Where conference include residential delegates no minimum day delegate number is required
- 7. Rates All rates relating to our conference services are subject to change without prior notice, although every effort is made to avoid this
- 8. Consumption of food and drink. Consumption of food and drink other than supplied by the hotel

- is not permitted without prior agreement. Local licensing regulations must be complied with by all clients whilst on the hotel premises
- 9. Facilities- The hotel reserves the right to change the décor of any conference suite or public area without prior notice
- 10. Room allocation The hotel reserves the right to change the conference room allocated to an alternative room, should this be necessary
- II. Damage to property- The cost of any damage caused to equipment, furniture, décor, carpets or wall coverings in any conference room or public area, or to the exterior of the building, will be billed to the conference organiser..Hours of conference Should the conference overrun the agreed times stated at the time of booking, an additional charge will be levied
- 12. Car parking -Free car parking is available at the hotel, although spaces cannot be guaranteed or pre-booked. The hotel cannot be held responsible for damage caused to any vehicle whilst parked in the hotel car park
- 13. Noise The hotel will endeavour to control and/ or reduce any external noise or disturbance throughout the duration of your conference. However, should this be beyond their control, they may not be held responsible
- 14. Fire regulations Conference organisers will be briefed on their arrival as to the hotel's fire procedures, and they in turn will be held responsible for ensuring that all delegates are aware of these procedures
- 15. Clients own equipment The hotel cannot be held liable for loss or damage to any equipment or personal belongings left unattended in conference rooms or public areas We recommend that suitable insurance is arranged to cover your accommodation, event or conference.

### **EVENTS**

- All prices include VAT at the prevailing rate.
   We reserve the right to amend any prices when changes to government taxes and duties are introduced
- The number of guests attending is based on adults only. If numbers fall below the final number communicated to us two weeks prior to the event, we reserve the right to levy an additional room hire charge equal to the shortfall in numbers
- Provisional bookings will be held initially for fourteen days, after which time a deposit must be paid to confirm the booking. All deposits are strictly non-refundable
- 4. Final numbers will be required not less than ten working days prior to your event. The balance of the invoice must also be paid at this time. Any adjustments will be made on the day of the event, and all outstanding amounts must be settled by credit/debit card, prior to departure.
- Children over the age of ten will be charged the full menu price. Children of ten years of age and under will be charged at half the adult rate, and the portion reduced accordingly
- 6. The hotel reserves the right to cancel and/or offer alternative facilities without any responsibility on its own part in the event of a) Any occurrence beyond the reasonable control of the hotel, which shall prevent it from performing its obligation in connection with the booking b) Any influence beyond the control of the hotel including strike action, flooding, acts of God or environmental issues
- Any amendments, including alterations and cancellations must be notified to the hotel in writing

- 8. It is the responsibility of the client to ensure that the conduct of their guests is in keeping with the regulations of the hotel and that nothing should be done which would constitute a breach of law. The client shall indemnify the hotel against any claims or losses or damage caused to the hotel, or any persons, arising as a breach of this clause
- 9. Consent must be agreed in writing if you wish to fix items to the walls, floors or ceilings in the hotel
- 10. The hotel will hold the client responsible for any damage caused through negligence by the client, the client's agent or contractors. An inspection of the premises both before and following the event may be requested by contacting the Duty Manager
- II. The hotel is not liable to make refunds for any services pre-booked and subsequently cancelled or not used
- 12. Where inclusive packages are purchased, no refund will be allowed for any component not utilised
- 13. Under no circumstances should food or alcohol be brought into the hotel for the guest's own consumption during an event. Any such food or alcohol found in the possession of a guest will be charged in full at the prevailing rate charged by the hotel
- 14. The client will be responsible for any entertainment costs in the event of cancellation, subject to the entertainers terms and conditions
- 15. We recommend that suitable insurance is arranged to cover your accommodation, event or conference.

# PARTY NIGHT

- Reservations will be held provisionally for a maximum of 2 weeks, after which the relevant deposit must be received.
- 2. A non-refundable deposit of £10 per person will be required (£20 for accommodation inclusive package).
- 3. Accommodation price is based on 2 persons sharing a room, single rates on application.
- 4. Full payment will be required by 31st October. After this time, no refund will be allowed in the event of cancellation and any further addition in

- numbers will require full payment at the time of booking.
- We reserve the right to cancel undersubscribed dates. In the unlikely event that this should occur, you will be offered an alternative date or full refund of any monies paid.
- 6. The advertised information is correct at the time of going to print. Details are subject to amendment without prior notice.

# CHILDREN'S PARTY

- 1. Deposit of £50 required at the time of booking.
- 2. All deposits are non-refundable or transferable.
- 3. Final numbers and balance required 7 days prior to party.
- 4. No-shows or cancellations after 7 days are non-refundable.



# HEALTH AND WELLBEING

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#### **GYMNASIUM**

- I. Members must complete a screening questionnaire and be inducted by a fitness instructor before using the facility.
- 2. You will pay your membership fees in accordance with the payment option selected by you on the Membership Agreement attached, being either:
  - I.monthly;
  - 2. payment in full on purchase
- 3. If you have elected to pay monthly by Direct Debit and the first direct debit due date is different than the membership valid from date, you will be required to make a pro rata initial payment in respect to the first month of your membership as specified on the membership agreement. Subsequent Direct Debit payments will be collected thereafter on or around the 1st of the month.
- 4. Unless we agree otherwise you are required to pay a joining fee and this will be specified

- 5. Payment in full are non-refundable and non-transferable.
- 6. I full months notice is required by e-mail or in writing for cancellation.
- 7. Members and hotel guests must only use equipment that they are trained to use, and are safe in its use.
- 8. No person under the age of 16 shall be allowed to enter the gymnasium.
- 9. The free weights area is for free lifting techniques. You are advised to use a spotter or training partner. If you are unsure of the use of any equipment ask an instructor.
- Members and hotel guests must always be dressed appropriately. (i.e. trainers and sportswear; no denim or open toed shoes)
- II. For safety reasons all free weights must remain in the free weights area and be replaced in their appropriate place after use.

#### I DAY GUEST PASS

Subject to availability. Minimum age 16 years. Offer excludes any paid for activities e.g. personal training. Appointments must be booked in advance.

#### Liability

You use our facilities, appliances and services entirely at your own risk and we have no liability to you for any loss, injury or damage sustained or incurred by you or your property, unless due to negligence or fraud by us or our staff.

If you engage in club activities or make use of our facilities you are responsible for ensuring that you are properly equipped and that your state of health and physical condition is such as not to involve any risk to you or any other person making use of our club.

If you use any piece of equipment supplied by us, you must be competent in its use or have received instruction by a member of our staff as to its safe use.

# HEALTH AND WELLBEING

#### **AEROBICS STUDIO**

- I. Members may use the aerobics studio and equipment only when no classes are taking place.
- Members who book in advance are guaranteed a space at their class, over members who have not booked.
- As a service standard we recommend that you book to guarantee your place in the class.
   Members who choose not to book in advance do so at their own risk
- 4. All aerobics equipment must remain in the aerobics studio at all times.
- 5. A 24 hour cancellation policy applies to all classes. Failure to provide this period of time may incur a penalty.
- 6. Booking rights follow peak and off peak membership access rights.
- 7. Guests of members can book a class on the day if there is available space. You should contact Leisure reception to arrange this as it cannot be booked online. Normal daily guest fees may apply.

#### LEISURE POOL, SAUNA AND STEAM ROOMS

- I. Only those dressed in swimming costumes will have access to the swimming pool.
- 2. An adult must supervise all under 16's in the pool.
- 3. Members and hotel guests are asked to shower before entering the pool.
- 4. No one under 16 years is allowed in the steam or sauna rooms.
- 5. It is advised to spend 10 minutes maximum in the sauna and steam rooms.

- 6. Over shoes must be worn by any person entering the pool area with outdoor shoes.
- 7. Please note that the swimming pool is not continuously monitored by lifeguards however CCTV cameras are in operation at all times and are regularly checked. Emergency buttons are also situated around the pool.
- 8. Entry and exit to the pool and spas must be via the steps only.

#### SPA POOL AND SPLASH POOL

- I. Only those dressed in swimming costumes will have access to the spa pool and splash pool.
- 2. No children under the age of 12 shall be allowed in the spa pool.
- 3. An adult when using the spa pool must supervise all children under the age of 16.
- 4. Only children 8 years and under are allowed to use the splash pool.
- 5. All children 8 years and under must be supervised by an adult when using the splash pool.

# HEALTH AND WELLBEING

#### **RECOMMENDED SWIMMING RATIOS**

- 1. I adult to I child under the age of 4
- 2. I adult to 2 children aged 4-7
- 3. I adult to 4 children aged 7-12
- 4. Bookings cancelled less than 24 hours in advance will lose full deposit.

#### **SQUASH**

- I. Court shoes with non-marking soles must be worn at all times.
- Failure to show for a squash court booking will result in a £5.00 charge to the members account.
   24 hours is needed to amend or cancel a squash court booking.
- 3. An adult must accompany children under 16 at all times on the squash court.

#### **SPA**

- I. Treatments are subject to availability. To avoid disappointment please make your appointment well in advance. Please arrive 10 minutes prior to your appointment to allow time to complete a consultation card. Please note that should you arrive late for your appointment, regrettably your treatment time will be reduced accordingly (with no reduction in cost) so as not to impact on the treatment time of our next client.
- 2. Some treatments may not be suitable for pregnant ladies. Please speak to the Spa receptionist or a therapist for advice.
- 3. Most of our treatment and beauty products are available for purchase. Your therapist will be able to advise you.
- 4. All treatments require payment in full, Bookings are non-refundable and non-transferable.
- 5. Bookings cancelled less than 24 hours in advance will lose full deposit.



# OTHER

#### **OTHER**

#### **GENERAL**

For membership fees paid by monthly Direct Debit, membership is continuous and expires only on cancellation of your Direct Debit. A full 3 months written notice must be given for cancellation of monthly payments, which should be sent to The Dalmeny Leisure Club. The management reserve the right to reject application for membership at any time without stating a reason.

Members must check in at the Leisure Reception Desk and present their membership card for inspection otherwise access may be denied. Membership cards remain the property of The Dalmeny Leisure Club and upon termination for any reason the cards must be returned. For security purposes please be prepared to show your membership card as and when requested.

#### CONDUCT

All new members must produce photographic identification on signing up. Members shall conduct themselves in a quiet, well-mannered fashion when in The Dalmeny Hotel and in a manner that will not detract from the use and enjoyment of the facilities by other members. Members shall be suitably dressed in accordance with their activity. Smoking is not permitted in the Leisure Club and admittance will not be given to those who appear intoxicated in any way. Clothes must remain on at all times when in the gymnasium or studio.

#### **CHILDREN**

For safety reasons and to ensure the general amenity of the facilities an adult must accompany children at all times.

#### PAID IN FULL MEMBERSHIPS

Paid in full memberships are over a period of either 6 or 12 months. If paying over a period of 12 months and your circumstances change with-in 3 months of initial payment, you may request a refund for six months of the fee paid for the year. If however a period of 3 months has passed you will not be entitled to a refund for any membership fees paid. If paying over a 6 monthly period and your circumstance change with-in the first month of initial payment you will be entitled to a refund of 3 months of the membership fee paid. If a period of 1 month has passed you will not be entitled to any form of refund.

#### **CANCELLATION POLICY:**

Members wishing to terminate their agreement are advised that cancellations can only be accepted following completion of the initial contracted period. One months notice in writing will be required, prior to the expiry date. Entrance to the Gym can only be gained by membership swipe card. If a card is lost there will be a charge of £5 to cover cost of replacement.

#### **OTHER**

#### DALMENY HOTEL LONE TRAVELLER POLICY

The Dalmeny Hotel understands that every customer has different needs and we aim to make our hotel considerate of lone guests travelling often far from home which can create anxiety and stress. The hotel operates a lone guest awareness policy.

Here are a few of the safety measures we implement and adhere to:

- Wherever possible we will give single female travellers rooms that are not on the ground floor or at the end of a corridor.
- Offer escort service from hotel to the car park, especially at night.
- Provide well lit, onsite parking, with CCTV when circumstances permit.
- Never read out a guest's room number when checking in, just point to the room number on the registration card.
- Never give out a lone guest's name or room number
- Health & safety guidelines in place for staff, on non-harassment of lone guests
- Our receptions are manned 24 hours a day, so there is always someone on hand to help

We endeavor to implement this policy on every occasion: however, this is subject to availability at the time of booking, force majeure and of the guest informing the Dalmeny Hotel that they wish this policy to be applied.

#### **OUR ENVIRONMENTAL POLICY**

We at the Dalmeny Resort Hotel feel we have a responsibility to minimise our impact on both the local and wider environment. Our environmental and sustainability policies guide how we do this. Today, we're focusing on areas where we can continue to make progress.

- Lowering energy consumption through more efficient lighting.
- Minimising waste and promoting recycling.
- Purchasing more efficiently.
- Travelling in a 'greener' way.
- Having plans in place to prevent pollution.
- And, looking to the future, we're ensuring that new developments are as green as possible.



www.dalmenyhotel.co.uk

#### YOUR PERSONAL DETAILS