

# Terms and Conditions – Applicable to Hotels in the Republic of Ireland only.

## 1. INFORMATION ABOUT THESE TERMS AND CONDITIONS

1.1 These are the terms and conditions (the "**Terms and Conditions**") which apply to your booking at Wetherspoon Hotels situated in the Republic of Ireland whether you request such booking through our website at [www.jdwetherspoon.co.uk](http://www.jdwetherspoon.co.uk) (the "**Website**"), over the phone ("**Telephone Booking Service**") or otherwise.

1.2 The Website is a site operated by J D Wetherspoon Plc (referred to here as "**we**", "**us**" and "**our**"). We are registered in England and Wales under company number 01709784 and with our registered office at Wetherspoon House, Reeds Crescent, Watford, Hertfordshire WD24 4QL. Our VAT number is 396 331 433.

1.3 When we refer to "**you**" and "**your**" we mean the user of the Website and/or anyone requesting a booking.

1.4 If you have any questions about the Terms and Conditions or the Website, please contact our Customer Services Department via the webform on the Website ([www.jdwetherspoon.com/contact/get-in-touch](http://www.jdwetherspoon.com/contact/get-in-touch)) or by email to [customerservices@jdwetherspoon.co.uk](mailto:customerservices@jdwetherspoon.co.uk). If you have any questions regarding your booking then please contact the relevant Wetherspoon Hotel directly.

## 2. THE CONTRACT

2.1 The contract ("the **Contract**") is formed between you and us when we issue you with a reservation number for your room(s) and extras (if applicable). No booking will be binding on us until we issue you with a reservation number. The Contract will be governed by these Terms and Conditions.

2.2 Any party that is not a party to the contract between us does not have any right to enforce any of these terms and conditions.

2.3 By requesting a booking, you represent and warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old;

2.4 Any costs payable as a result of smoking or damage caused by any member of a party, or unpaid charges for services will be charged to the person who made the booking for that party.

2.5 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.

2.6 Our hotels may adjoin a Wetherspoon or Lloyds pubs. Please note you may be able to hear noise from the pubs in your room. This may include loud music. Please refer to the Website or ask at the relevant Wetherspoon Hotel for specific details on any noise and environmental issues at that particular hotel.

## 3. THE WEBSITE

### 3.1 Availability

We have the right at any time to modify or stop providing the Website and to stop accepting bookings through it, either temporarily or permanently and with or without notice. We shall not be liable to you for any modification, suspension or discontinuance of

availability of the Website.

### 3.2 Security

It is your responsibility to ensure that your login details, password and all other details in relation to your account remain confidential at all times. You agree to let us know as soon as possible if you know or reasonably suspect that the security of your account is at risk.

## 4. TELEPHONE BOOKING SERVICE

4.1 We have the right at any time to modify or stop providing a Telephone Booking Service and to stop accepting bookings through it, either temporarily or permanently and with or without notice. We shall not be liable to you for any modification, suspension or discontinuance of availability of the Telephone Booking Service.

4.2 All bookings made through the Telephone Booking Service require, as a minimum, the first night's stay to be paid in full at the time of booking.

## 5. PRICE AND PAYMENT

5.1 All prices are per room, per night, based on the maximum room occupancy as set out at clause 7.2 and are subject to availability.

5.2 Deposits may be required as outlined in clause 4.2, 5.6 and for any applicable local event. The requirement for and amount of any applicable deposit will be notified to you at the time of booking or as soon as is reasonably possible after the booking is made. Failure to pay such deposit will result in the booking being cancelled.

5.3 For any 'Pay on Arrival' booking, the full balance is due in full, subject to any deposits paid, at the time of your arrival.

5.4 If a 'Pay on Booking' rate is selected, the total cost of the room will be charged to your card at the time of booking and is strictly non-refundable. Once the booking has been confirmed, it cannot be amended or changed in any way (including but not limited to change of date, room type, hotel etc.) – see clauses 10.6, 10.7 and 10.8 below.

5.5 . Any other service(s) utilised during your stay with us will be payable at the time the service(s) is utilised. Non-payment will result in a deduction being made in accordance with clauses 2.4 and 2.5.

5.6 If you book 5 or more rooms at the same Wetherspoon Hotel it will be classed as a "Multiple Booking". If you request a Multiple Booking we will charge you a non-refundable deposit of 50% of the full price at the time of booking.

5.7 We accept all major credit and debit cards.

5.8 All payment card data that we process, store or transmit adheres to the Data Security Standards as defined by the Payment Card Industry.

5.9 We **do not** accept cash, cheques, foreign currency or Wetherspoon giftcards.

## 6. CHECK-IN AND CHECK-OUT

6.1 You can check-in from 2.00 p.m. on your check-in date

6.2 You must check-out by 11.00 a.m. on your departure date. If you fail to check-out by the 11.00 am, then subject to clause 6.3, we will make an additional charge for one night's stay for the applicable room(s).

6.3 If you wish to arrange a noon check-out, subject to availability, you may do so at an additional charge that will be a minimum of €20 per room. You must advise us at the time of check-in if you wish to arrange this.

## **7. ROOMS**

7.1 Unless otherwise stated in writing, breakfast, lunch and dinner are not included in any booking.

7.2 Each of our hotels are unique and as a result our rooms may vary in character, size and in the number of guests that can be accommodated. It is your responsibility to verify the details of a room when you request a booking to ensure that it meets your requirements. All of our rooms have a maximum adult occupancy as follows:

(a) Single: 1 adult only

(b) Double, Twin or Family: 2 adults only

7.3 Rooms suitable for guests with disabilities are listed on the Website. If you or any member of your party require special facilities please advise us when you request a booking.

7.4 Wetherspoon Hotels are strictly non-smoking. This includes all rooms and internal areas of the hotel. In the event that you or any member of your party smoke in a room(s) or anywhere in the hotel we reserve the right to charge you, as the person making the booking, a minimum of €100.00 to cover cleaning costs.

7.5 If you, or any member of your party, damage any bedding or linen, we reserve the right to charge you a minimum of €50.00 for specialist cleaning. If specialist cleaning is unsuccessful we reserve the right to charge you, as the person making the booking, the full replacement cost of any replacement bedding or linen.

7.6 If you or any member of your party 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 us on demand the amount required to make good or remedy such damage or loss. All damage must be brought to our attention immediately.

## **8. CHILDREN AND YOUNG PERSONS**

8.1 A child is classed as a person under 16 years of age.

8.2 A young person is classed as a person aged 16 or 17 years old.

8.3 If a child or young person arrives at the hotel, they will not be permitted to stay unless accompanied by an adult.

8.4 Subject to availability, extra folding beds and/or cots may be provided for children and young persons at no extra charge. You must specify this requirement when you request a booking.

8.5 Children must be accompanied at all times by a responsible adult

## **9. PETS**

9.1 With the exception of assistance dogs, animals are strictly prohibited at Wetherspoon Hotels.

## **10. CANCELLATION**

10.1 Any booking fees or credit card charges are non-refundable.

10.2 If you wish to amend or cancel a Pay on Arrival booking, you must telephone the relevant Wetherspoon Hotel to confirm your cancellation by 12:00 midday on your check-in date. Unless otherwise notified at the time of booking, and subject to clause 10.1, we will refund any payment made in respect of such booking.

10.3 If you wish to cancel a Pay on Arrival booking otherwise than in accordance with clause 10.2, we will charge you for one night's accommodation per room booked.

10.4 If your Pay on Arrival booking is for more than one night and you cancel or shorten your booking after 12.00 midday on your check-in date, we will not refund any payment in respect of that night's accommodation but will refund payments made in respect of any other remaining nights cancelled under that booking.

10.5 If you do not check-in and fail to cancel your Pay on Arrival booking by 12.00 midday on your check-in date without explanation, we reserve the right to treat your booking as cancelled and to retain or claim payment for one night's accommodation. Any subsequent nights forming part of the same booking which fail to be cancelled by 12.00 midday on each day of the expected stay, will be charged against you at the same rate and we reserve the right to claim or retain payment as applicable.

10.6 All Pay on Booking rates are strictly non-refundable and cannot be amended in any way. If a Pay on Booking reservation is cancelled, no refunds will be given.

10.7 If your Pay on Booking reservation is for more than one night and you shorten your stay, no refund will be given.

10.8 If your Pay on Booking reservation is for more than one night and you fail to check-in at the Hotel prior to midnight on the specified arrival date, the remainder of your booking will be cancelled and you will be charged for the entirety of the booking.

10.9 We reserve the right to cancel or change your booking. If this does arise you can:

- (a) accept the changed arrangements as notified;
- (b) make an alternative arrangement with us; or
- (c) cancel your reservation and receive a full refund of any monies paid as soon as reasonably possible.

## **11. GUEST BEHAVIOUR**

11.1 You and/or your party are expected to conduct yourself at all times in an orderly and acceptable manner and not to disrupt the quiet enjoyment of other guests. We reserve the right to immediately terminate your booking and the booking of any members of your party if we deem your conduct to be in breach of this clause.

11.2 Conduct that we reasonably consider inappropriate and in breach of clause 11.1 includes but is not limited to:

- (a) creating an inappropriate level of noise;
- (b) drunken or unruly behaviour; and/or
- (c) any behaviour which other guests or staff find offensive in any way.

We will at all times act reasonably when making any determination under this clause 11.2.

11.3 In the event that we terminate your booking pursuant to clause 11.1, you will be required to leave your accommodation immediately.

11.4 You will be held liable for any damage or loss caused by you or a member of your party in accordance with clause 7. Full payment for any such damage or loss must be paid prior to your departure. If it is not possible to quantify the loss or damage at that stage an interim payment will be charged. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

11.5 In the event of termination of a booking pursuant to this clause 11, we will have no obligation to give any refund and we will not pay for any expenses or costs incurred as a result of the termination.

## **12. SPECIAL OFFERS AND PROMOTIONS**

12.1 We may from time to time advertise on our Website or otherwise notify you of special offers and promotions in respect of which payment is due in full at the time of booking and non-refundable. Where this is the case we will notify you at the time of booking.

## **13. PRICING AND OTHER ERRORS**

13.1 We try to make sure that all information on the Website, including descriptions of our accommodation and listed prices, are accurate and correct at all times. However, mistakes do happen. We will try to resolve all errors in information on the Website as soon as reasonably possible and if we think that such an error has affected your request and/or Contract with us we will inform you as soon as reasonably possible.

13.2 You will then be given the option of re-confirming your booking with the correct information or cancelling your booking.

13.3 If you decide to cancel your booking after we have informed you of a pricing error and you have already paid for the booking, we will give you a full refund as soon as reasonably possible.

## **14. OUR LIABILITY**

14.1 Our entire liability for losses you suffer under these Terms and Conditions is strictly limited to the price of the Contract.

14.2 We will not be liable to you for any indirect loss.

14.3 Despite the limitations in clauses 14.1 and 14.2 above, we do not in any way limit our liability:

- (a) for death or personal injury caused by our negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

14.4 We may provide links on the Website to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products or services you purchase from third party sellers through the Website, or from companies to whose website we have provided a link on the Website will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. This disclaimer does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

## **15. STATUTORY RIGHTS**

15.1 Where you buy as a consumer, these Terms and Conditions will not affect your rights under law which cannot be otherwise excluded.

## **16. EVENTS BEYOND OUR REASONABLE CONTROL**

16.1 We will not be responsible for any delay or failure to comply with these Terms and Conditions if the delay or failure arises from any event which is beyond our reasonable control. Such events would include (but are not limited to) fires, floods, earthquakes, storms, natural disasters, war, civil unrest, acts of terrorism, utilities supply failure or malicious damage to or destruction of our premises, equipment or goods.

## **17. INVALIDITY**

17.1 In the event that one or more of the terms set out in these Terms and Conditions is held to be invalid by a competent authority, the remaining terms shall continue to have effect and you will still be bound by them.

## **18. PRIVACY**

18.1 Personal information, such as your contact details, that you provide to us during the booking process will be kept and used by us in accordance with our privacy policy

18.2 We may employ third parties to carry out services on our behalf including, but not limited to, contacting you for a review and feedback regarding your stay. In such circumstances we will disclose the minimum amount of your information to the third party as is necessary in order for them to carry out the service.

## **19. ENTIRE AGREEMENT**

19.1 These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

19.2 You acknowledge that, in entering into a Contract, you have not relied on any representation, undertaking or promise given by us or implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms and Conditions.

## **20. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

20.1 We reserve the right to change the Terms and Conditions at any time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities

20.2 Any changes to the Terms and Conditions will be effective for all bookings made under Contracts entered into after the change is published on the Website. You should check the Terms and Conditions posted on the Website before each booking as they may have changed since your last visit.

20.3 This version of the Terms and Conditions is dated 8 June 2018 and was published on the Website on this date.

## **21. LAW AND JURISDICTION**

21.1 Any dispute or claim arising out of or in connection with these terms and conditions or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the jurisdiction of the courts of England and Wales.