Travelodge Hotels Terms

The terms below apply to your booking if you are a consumer and book from 1 March 2014.

For bookings made prior to this date please **<u>click here</u>** to view the terms that apply to your booking.

When you make a Booking on our website, you will be asked to click "I accept" and you will not be able to complete your Booking if you do not do this. This confirms that you accept these terms. We strongly recommend that you read the terms before accepting. **Please click here to download this as a PDF file.**

1. Our Contract

- 1. If you are a consumer (i.e. not dealing as a business with us), Travelodge (we/us) sells all rooms and extras (see Section 2.7) to you subject to these terms.
- 2. A contract is formed between you and Travelodge when we issue you with a confirmation number for your room and extras (if applicable) (**Booking**). No booking shall be binding on Travelodge until we issue you with a confirmation number.

2. Your Booking

- 1. You cannot transfer or resell your booking (in whole or in part). If you transfer or resell (or attempt to transfer or resell) then Travelodge will terminate your booking and retain any money paid to us for such booking. We may also refuse to take any further booking from you in the future. In making a Travelodge room booking you agree to not use the Travelodge hotel or its facilities to conduct any commercial activity or activity that seeks to gain profit without prior written consent from Travelodge. Travelodge reserves the right to terminate your booking and retain any money paid to us for such booking if we believe that you are in full or part breach of this provision.
- 2. You may make a booking on someone else's behalf. You are responsible for ensuring that any customer in your booking complies with these terms as if that customer had made the booking.
- 3. You can only make a booking if you are 18 years old or over. If you arrive at the hotel and are under 18 years of age you will not be permitted to stay alone. We may require photo id as proof of age.
- 4. Sale rates are only available on our website www.travelodge.co.uk
- 5. You must ensure that the name on a booking is correct at the time of booking. Subject to section 7, this cannot be changed after making the booking.
- 6. If you book ten or more rooms for the same night we will treat this as a Group Booking. If you make a Group Booking, the following additional terms also apply to you:
- You must be registered with a "My Travelodge" account.
- If you book 28 days or less before the scheduled date of arrival, you must pay in full when you make the booking.
- If you book more than 28 days before the scheduled date of arrival, you must pay a 10% deposit when you make the booking. You must settle any balance at least 28 days before the scheduled date of arrival. We may cancel your booking if you do not make any payment when it is due and we will not refund the deposit.

(see Section 8 for special terms regarding amending and cancelling Group Bookings)

7. We offer certain extras when you make your booking, for more details on extras click here. The room rate excludes any extras unless we expressly agree with you otherwise as part of your booking. Extras are subject to availability and cannot be transferred to any other booking. If any extra that you have paid for in advance is unavailable upon arrival we will give you a refund of the price you paid for that extra. Extras are provided subject to these terms.

3. Rates and Payment

- 1. The rate for each room is as published on our website at the time of your Booking, or, in the case of a telephone booking as advised to you at the time of booking.
- All payments are due in full at the time of booking unless otherwise advised by Travelodge. If you pay by a payment card then we will charge a booking fee. We will not refund the booking fee if you cancel the booking. For details on the <u>booking fee click</u> here.
- 3. You must be able to show photo identification such as a passport or driver's license or a valid credit or debit card if you are paying by cash for a walk-in booking at a Travelodge hotel.
- 4. Any bookings made through our telephone reservations centre will be subject to an additional booking fee.

4. Check-in and check-out

- 1. You can check-in from 3pm on the scheduled date of arrival. If you wish to check-in earlier, you can do so by buying an early check-in extra at the time of booking or directly at the hotel. These services are subject to availability.
- 2. You must check-out before midday on the scheduled date of departure. If you wish to check-out later then you can do so by buying a late check-out extra at the time of booking. If you fail to check-out by the stipulated time, we will make an additional charge equivalent to the flexible rate at that time, for one night's stay for the applicable room(s).

For more details on Early In / Late Out click here.

5. Rooms

1. Maximum occupancy for rooms is:

Family Rooms:

Maximum number of occupants is 5 (including babies & children), in the following combinations:

2 adults, 2 children (under 16) and 1 baby in a cot

3 adults, 1 child or 1 baby in a cot (cots are available at some Hotels, depending on availability)

2 adults, 2 babies in cots (dependant on space available in the room)

You should speak directly to the Hotel to confirm availability of cots and room size

Double Rooms:

2 adults

2 adults and 1 baby in a cot (cots are available at some Hotels, depending on availability) dependant on space available in the room

You should speak directly to the Hotel to confirm availability of cots and room size

Twin Rooms:

2 adults

2 adults and 1 baby in a cot (cots are available at some Hotels, depending on availability) dependant on space available in the room

You should speak directly to the Hotel to confirm availability of cots and room size

Single Rooms:

1 adult only

- 2. We provide wheelchair accessible and limited mobility rooms, subject to availability. You must specify this requirement at the time of booking.
- 3. We do not permit people under the age of 18 to stay alone in our hotels. You must not leave under 18s unattended in any rooms or public areas at any times.

- 4. You must have permission from the hotel to bring a pet into a room. You must not leave pets unattended in any rooms or public areas at any times.
- 5. Smoking is not permitted in any Travelodge hotel other than in designated smoking areas outside the hotel. You must not smoke in any of our hotel rooms or public areas or interfere with our fire detection systems. If you do so this will be regarded as a breach of these booking terms and conditions and we will terminate your booking and if necessary refer the matter to the authorities. We will contact you after your stay to recover any costs incurred due to smoking inside the hotel. The costs we incur include our costs for specialist cleaning, repair or replacement of damage by you to our property, the cost of the room for any period it is unusable and our administration expenses. We may also instruct a third party to recover these costs on our behalf. If you request it, we will send a breakdown of these costs to the address used for the booking.
- 6. You must take all reasonable precautions to avoid damage or interference with any items belonging to us. Customers are requested to bring any damage to our hotel or property to our immediate attention. Malicious, wilful, or negligent damage or interference to our hotel or property will be regarded as a breach of these bookings terms and conditions and we will terminate your booking. We will contact you after your stay to recover the costs for any repair, replacement or specialist cleaning we incur if you damage our hotel or property. We may also instruct a third party to recover these costs on our behalf. If you request it, we will send a breakdown of these costs to the address used for the booking.
- 7. Cooking equipment not owned or operated by Travelodge hotels ltd, including but not limited to, microwave ovens, fridges, deep fat fryers, toasters must not be operated by customers in the hotel.
- 8. All room keys must be returned to Travelodge on check-out. If you fail to do so, we may charge you for a replacement key or lock as required. In the event that a key is not returned after check-out we request customers to contact the hotel to make arrangement for keys to be returned.
- 9. For group booking, any costs incurred due to smoking or damage, as set out above, will be charged to the person making the group booking.
- 10. If you do not comply with paragraphs 3 to 9 when staying at our hotel, we may terminate your booking without refund and require you to leave the hotel immediately.

6. Cancellation

- 1. For **flexible room rates** only, you may cancel a Booking and we will not charge you for the first night if you notify us before midday on your scheduled date of arrival.
- 2. For **flexible room rates only**, if you have a Booking for more than 1 night you may cancel or shorten your booking after the scheduled date of arrival and we will refund you for any remaining nights. We will not pay a refund for any night for which notification is received after midday. Notification must be made directly with the Hotel you are staying at, prior to noon of the day(s) you wish to cancel.
- 3. We will not give a refund on a saver or sale room rate booking and/or extras purchased with the booking.
- 4. We will only make refunds to the payment card that you used to make the Booking. We will normally credit refunds to your card within 10 days. We will refund you the money you have paid (including for any extras except WIFI or SMS confirmation text extras). For details on **cancellation click here**.
- 5. For terms and conditions on **cancellation insurance click here**.

7. Changing your Booking

- 1. With any **flexible room rate booking**, subject to availability, you may change the length of stay, the room type and/or the scheduled date of arrival. You must notify us before midday on your scheduled date of arrival of any changes..
- 2. With any **saver room rate Booking (or sale rate)**, subject to availability and conditions (the room must be the same rate at the same Hotel), you may change the scheduled date of arrival and/or the room type. You will pay the change fee for

- 3. each change made. It is not possible to upgrade your room type or room rate. For details on the **change fee click here**.
- With any saver or sale room rate Booking, you may increase the length of stay, subject to availability and payment for any additional nights at rate applicable at the time the amendment was made.

8. Relocation

- Travelodge operates a relocation policy (for more details on <u>relocation policy click</u> <u>here</u>). If a room is unavailable on arrival (except due to an event beyond our reasonable control, (see section 11.2)) then, we will either:
 - provide a room in another Travelodge hotel and pay the reasonable cost of transport to that alternative hotel or any applicable car park; OR
 - provide a room in a third party hotel and pay the reasonable cost of transport to that alternative hotel or any applicable car park; OR
 - at your request, cancel your Booking and refund you any money you have paid in advance for the unavailable room(s) including related extras.
 - If you are due to pay on arrival at the hotel we will take payment for the cost of the booking and any prepaid extras. As outlined above any additional costs over and above the original cost of the booking will be covered by Travelodge. I.e. difference in room rates, reasonable transport costs, car park charges.

9. eVouchers

- Travelodge operates an eVoucher scheme (<u>please click for more information</u>). We
 may give you eVouchers in certain circumstances. We will credit eVouchers to your My
 Travelodge account. You can use an eVoucher for Bookings, extras and amendments and
 cancellation insurance (but not for any other services provided by third parties). Any
 bookings that are paid for either in part or full using an eVoucher must be paid for in
 advance, regardless of room rate.
- 2. eVouchers have a customer-specific code and can only be used by the person to whom it was issued and are not transferable. eVouchers remain the property of Travelodge at all times. We may cancel any eVouchers that are used in breach of these terms, for example we may cancel if you sell it to a third party, sell (or attempt to sell) it on an internet message board, bargains website or other internet exchange or auction site. We will not reimburse eVouchers for cash.
- 3. An eVoucher is valid for 6 months from the date of issue. When it expires, we will delete it from your My Travelodge account unless you have accrued further eVouchers within this 6 month period then the date of expiry of all your eVouchers will be the expiry date of the last eVoucher issued by us.
- 4. We may cancel or change the eVouchers scheme at any time. In which case we will notify you via the contact information you have given us when you made your Booking (or as updated on your My Travelodge account). We will give you a reasonable amount of time to use any eVouchers if we plan to cancel the eVoucher scheme.
- 5. If you do not have a My Travelodge account, we will use the information (including personal data) you provided us with at the time of booking to create a My Travelodge account for you and credit your eVouchers to your My Travelodge account. (<u>Please see our privacy policy</u>) for more information on personal data, how we use it and how we protect it). We will then send you details of your new My Travelodge account and how to use it in a letter. We will send you details of your password in a separate letter. By accepting these terms, you consent to us using your personal data to create a My Travelodge account.
- 6. If you cancel a booking made using e-Vouchers and are entitled to a refund, we will refund by issuing e-Vouchers.
- 7. Our liability in respect of eVouchers is set out in Section 11.3, save that our total liability will be no greater than twice the nominal value of the eVouchers used in the booking instead of the amount paid for your booking.

10. General

- 1. **Statutory Rights:** We have tried to ensure that any rights that you as a consumer have that are implied by law into a contract of this type (**statutory rights**) are not excluded or limited in anyway. If any of these terms conflict with a statutory right or the law changes and your statutory rights change, then the statutory rights will prevail over these terms.
- 2. Events Beyond our Reasonable Control: We shall not be in breach of these terms, nor liable for any failure to perform any of our obligations in relation to your Booking (such as the provision of room(s) and/or other products and/or services and/or extras) due to any adverse event, act, omission or accident which happens which is beyond our reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, interruption or fire (except by way of our default) or failure of (except by way of our default) electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.
- 3. Our Liability: Subject to the remainder of this clause, you should use your own insurance policies to claim the full amount of the loss or damage to your property prior to approaching or pursuing Travelodge. We are, in certain circumstances set out in the Hotel Proprietors' Act 1956 (Act), liable for loss or damage to your property. However, in those circumstances, we are only liable up to the maximum sums under the Act. In all other circumstances, our total liability shall not exceed twice the daily rate charged for your Booking. If your Booking includes a number of different daily rates, the average rate will be used. Travelodge aims to provide a safe and secure environment for the duration of your stay and where necessary, will take appropriate security measures. If an incident occurs during your stay, resulting in the theft, loss or damage of your property, we will carry out an internal investigation. If we do not feel that your property was stolen, lost or damaged through any fault of ours, our staff or agents, this will be evidence that it wasn't our fault. In those circumstances, our liability is limited to the maximums under the Act. If an incident is referred to the Police authorities, and they draw the same conclusion as us, this will also be evidence that our liability is limited to those maximums. We shall not be liable, in any circumstances, for any loss or damage to vehicles you bring to the hotel or any property left in them. Neither shall we be liable for any loss of profit, or any indirect or consequential loss arising under or in connection with your Booking. Where we are liable, we will only be responsible for losses that are a foreseeable result of a breach or negligence, but not otherwise. The loss or damage will be foreseeable if it is an obvious consequence of the breach or is contemplated by both parties at the time of entering into the contract. Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or fraud or fraudulent misrepresentation; or any other form of limitation or exclusion prohibited by law or statute.
- 4. **Third Party Rights:** A party which is not a party to our Contract shall have no right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.
- 5. **Law:** These terms are governed by the laws of England and Wales.
- 6. **Changes to Terms:** We reserve the right to change these terms from time to time. The terms applicable to your Booking are those in force on the date of Booking (or amendment, as applicable).

For more information on your statutory rights see **www.consumerdirect.gov.uk** or call 08454040506

11. Car Parking

- 1. Car parking is available at many Travelodge hotels. In some locations this is provided by Travelodge and at other locations it is provided by a third party provider. For details on **car parks and fees click here**.
- 2. If the car parking at a hotel is with a third party provider and you decide to use this car parking then you will enter into an agreement with the third party provider. Information on the third party provider is displayed at the car parks and on the pay and display tickets. We strongly advise that you read the third party provider's terms as displayed at the car park before leaving your car.

12. Questions / Complaints

1. If you have any question or complaint in relation to your Booking or these terms please go to our website and click on the 'contact us' link and we will respond to you as quickly as we can, normally within 5 working days.

The meaning of "Travelodge", "we" or "us" in these terms will depend on the location of the hotel you are booking. For Bookings of hotels in the UK (other than Northern Ireland) it shall mean Travelodge Hotels Ltd, Sleepy Hollow, Aylesbury Road, Thame, Oxfordshire, United Kingdom, OX9 3AT (Company No.769170, VAT No. 805367726). For Bookings of hotels in other areas your contract will not be with Travelodge Hotels Ltd but will be with other companies as follows; (i) for hotels in Northern Ireland, Smorgs (Northern Ireland) Limited a company incorporated in Northern Ireland (Company No. NI50340) with its registered office at 15 Brunswick Street, Belfast, BT2 7GE; and (ii) for hotels in the Republic of Ireland, Smorgs (Ireland) Limited a company incorporated in Ireland (Company No. 160774) with its registered office at Main Street, Ballymun, Dublin 11, trading as "Travelodge Hotels Ireland".

13. Group Bookings

1. Payment:

- A 10% deposit is required at the time of making your group booking. This deposit amount is non-refundable.
- The final balance payment for your group booking is due 28 days prior to arrival. If we do not receive your final balance payment at this time, your booking will be cancelled automatically and no refund given.
- For all group bookings made for stay dates within 28 days of booking, full non-refundable payment will be taken at the time of booking.

2. Amendments:

- Prior to 28 days of arrival you are (subject to availability) able to amend your booking providing is does not drop below 10 rooms. Your final balance will be adjusted accordingly.
- You can add any additional nights to your group booking (subject to availability). However, please be aware you are only able to add nights post your original departure date (Website Only).

3. Cancellation:

- A group booking can be cancelled at any time. Your 10% deposit amount in non-refundable. Should the balance have already been paid prior to 28 days of arrival we will refund the final balance amount minus the 10% non-refundable deposit.
- If you cancel your booking within 28 days of your arrival date, no refund will be given.
- We will only make refunds to the payment card that you used to make the Booking.
 We will normally credit refunds to your card within 10days. We will refund you the money you have paid (including any extras except WiFi or SMS confirmation text. For full details on cancellation click here.

^{*}Calls cost 10 pence per minute from a standard BT landline. Calls from other networks and mobiles may vary.