

## Booking Terms & Conditions

### BACKGROUND:

The Hotel is Dundonald Links and is the trading name of Darwin (Dundonald) Limited, incorporated and registered in England & Wales, company number -10877088, Registered Office - Empire House, 175 Piccadilly, London, England, W1J 9EN

These Terms and Conditions are the standard terms which apply to provision of any Services by the Hotel to any customer, other members of a customer's party, and their guest/s and their use of those Services (as "Services" is defined in Clause 1 below) only where the customer and such guest/s are "Consumer/s" as defined by the Consumer Rights Act 2015.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Business"</b>	Means any business, trade, craft, or profession carried on by You or any other person/organisation;
<b>"Consumer"</b>	Means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer or guest of the Hotel who receives Services for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>"Hotel/We/Us/Our"</b>	Means Dundonald Links and its premises and place of business, and whose contact address is Dundonald Links, Ayr Road, Gales, Ayrshire. KA11 5BF and includes all employees and agents of the Hotel;
<b>"Dynamic Pricing"</b>	The price of our rooms/lodges fluctuates based on demand.
<b>"Rates"</b>	Means the prices payable for provision of room accommodation and (where applicable) other Services;
<b>"Regulations"</b>	Means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
<b>"Services"</b>	Means provision of accommodation in rooms and any and all other facilities, services and items which We offer at the Hotel, including food and drink, leisure, and golf
<b>"You/Your"</b>	Means an individual who is a customer of the Hotel who agrees to pay both for him/herself as a paying guest of the Hotel and also for members of his/her party and any of his/her guests;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and
- 1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying imparting the singular number shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

## **2. Reservations**

- 2.1 You may book to make a reservation for a room or other Services in advance through our website, phone or in person;
- 2.2 When You request Us to make a reservation, You must provide Us with Your identification information including, but not limited to, Your name, address, contact telephone number and email address;
- 2.3 You must give Us payment details for any reservation at the time of booking. We will take Your credit/debit card details and You authorise the use of this card for any sums that become due to Us. Unless the booking for the reservation expressly states that You must pay at the time of reservation or at the time of check in, We will not take any payment from You for it until the time indicated in Clause 3 below;
- 2.4 Your request to Us to make a reservation for You will be an offer, but whether We accept any such request will be for Us to decide in Our discretion. Only if and when We tell You that We accept Your request for a particular reservation and We give You a booking reference will there be a booking. Only that acceptance of the booking will be a binding contract between You and Us for the reservation of a room or other Service reserved;
- 2.5 You may change Your reservation at any time before You arrive (subject to the cancellation provisions set out in Clause 4 below). We will use all reasonable endeavours to accommodate Your requested changes, but We do not promise that all changes that You request will be accommodated;
- 2.6 Instead of making a reservation in advance, You may make a booking when You arrive, and if We have availability of the type of room or the particular room or other Services that You request at that time, We will accept Your request for the booking, but We cannot promise that any room(s) or particular room(s) requested or such requested Services will be available; and
- 2.7 You may request additional nights at the Hotel at any time during Your stay. We will use all reasonable endeavours to meet such a request, and if We can meet any request We will accept the request as a booking and that booking will then be a binding contract between You and Us.

## **3. Fees and Payment**

- 3.1 The Hotel adopts dynamic pricing and the price of our rooms fluctuates based on demand. When you make a reservation request, we'll give you a total price for the rooms and number of nights you've requested. The price you pay is the price quoted to you at the time you make your reservation.

- 3.2 When You request a reservation and We quote any Rate(s), the Rate(s) will apply only to provision of hotel bedroom accommodation unless We specifically state otherwise.
- However, the Rate(s) will include all facilities which the Hotel has in all its standard and other bedrooms, and these are: TV, coffee and tea making facilities, hairdryer, iron, ironing board, refrigerator, safe.
- Additional charges will apply (and You may refer to them in Our Price List) for other Services including, but not limited to, car parking, meals, drinks, room service, use of wireless internet access, Leisure, fitness or entertainment facilities or activities, use of any function or other rooms, or any other equipment, services or facilities. We will inform You of Rates payable for such additional Services on request when You arrive at the Hotel;
- 3.3 Subject to sub-Clause 3.4 below, and unless We agree a different arrangement with You, We shall give you an invoice for all sums due and payable to Us and You must pay that invoice in full rather prior to arrival
- 3.4 The following will apply to any promotional Rates that We may offer from time to time:
- 3.4.1 Unless We specifically state otherwise, You must pay in full at the time of booking for a reservation to which a promotional Rate applies and We will not have to give You any refund except where Clause 4 specifically states that We must do so ;
- 3.4.2 If You incur charges during Your stay in addition to the promotional Rate for the reservation of a room, We will invoice them and You must pay for them as required by sub-Clause 3.3 above; and
- 3.4.3 If you request any additional nights and We accept the request as a booking under sub-Clause 2.7 above, You must pay for the additional nights at the current rate;
- 3.5 You may pay Us for Services (and for any deposit or other advance payment on account of that payment) using any of the following methods:
- 3.5.1 Credit/debit card (Visa, MasterCard, Maestro, American Express and Electron)
- 3.5.2 Cash (with proof of identification)
- 3.5.3 Bank Transfers;
- 3.6 We may alter any of Our Rates without prior notice but if the Rate of any Service increases between the time when You make a booking and the date when the booked room accommodation or other Service is to be provided, any increase in the Rate will not apply to Your booking;
- 3.7 Whether these Terms and Conditions require payment upon booking or on check out or at any other time, You must pay in full for any reservation booked and will not be entitled to any refund, except as stated in sub-Clause 3.8; and
- 3.8 Where Clause 4 specifically says that You will be entitled to a (full or partial) refund, or where you become entitled to any refund either as a result of Our breach of these Terms & Conditions or as a “consumer” under the Consumer Rights Act 2015 or other consumer protection legislation, We will make a refund to You as set out in Clause 4 or as required by such legislation.

## 4. Cancellations

### 4.1 Links Room

- 4.1.1 Unless You pay in advance for a booking at a promotional Rate, You may cancel a reservation without charge if You give Us prior notice of at least 48 hours before the earliest check in time for Your reservation. If You cancel under this sub-Clause 4.1, We will refund to You in full any sum (including, but not limited to any deposit) You paid in advance and You will not then owe Us anything;
- 4.1.2 If You cancel but do not give Us at least 48 hours' notice before the earliest check in time, We will be entitled to charge you a late fee of the first nights accommodation fee

### 4.2 Lodge Accomodation

- 4.2.1 Unless You pay in advance for a booking at a promotional Rate, You may cancel a reservation with forfeit of the sum held as the deposit if You give Us prior notice of at least 28 days before the earliest check in time for Your reservation.
  - 4.2.2 If You cancel but do not give Us at least 28 days' notice before the earliest check in time, We will charge You for the full cost of the accommodation booked
- 4.3 We may, at any time before You check in, cancel a reservation booked by You in the following circumstances:
- 4.3.1 The required accommodation and/or personnel and/or other resources necessary for the provision of the room are not available due to any cause outside Our reasonable control. If We cancel a reservation in such circumstances, We will offer You alternative accommodation of the same standard or better if it is available. If it is not available or We offer it to You and You decline it, We will refund to You in full any deposit or other advance payment that You have made to Us for Your reservation; or
  - 4.3.2 We find that you are not a "Consumer" (as defined in Clause 1 above), and in that case We will refund to You in full any deposit or other advance payment that You have made to Us for Your reservation;

## 5. Check-in and Check-out

- 5.1 The earliest check-in time at the Hotel is 15:00
- 5.2 The latest time by which You must vacate Your room and check-out from the Hotel is 10:00. We may beforehand agree at Our discretion to an arrangement for a later time for vacating Your room and/or check-out but if We have not agreed to a later time and You do not vacate Your room and check out by the above latest time of 10:00 We will be entitled to charge You for an additional night's accommodation at the current applicable Rate;
- 5.3 Late checkouts can be arranged in advanced where possible, and are chargeable as per below Late check out chart

Late Check Out	Hourly Charge
6 Bed Lodge	£120
4 Bed Lodge	£80
2 Bed Lodge	£40

Links Rooms	£20
-------------	-----

## 6. Hotel Rules

- 6.1 You must conduct Yourself in a reasonable and responsible manner at all times when on Hotel property and must not act in any which may disturb other guests. If You do not, We may ask You to leave the Hotel and in that case, You must immediately pay Us all sums due;
- 6.2 All indoor spaces are non-smoking, including e-cigarettes and all vaping products.
- 6.3 If You do not comply with sub-Clause 6.2 We may charge You for any and all costs We incur by the Hotel in cleaning the room (including, but not limited to, fixtures, fittings and soft furnishings) and restoring it to a smoke-free environment;
- 6.4 You may not bring an animal into the Hotel except for registered assistance dogs ;
- 6.5 Any child under the age of 18 may only stay at the Hotel if accompanied by an adult
- 6.6 We will charge You for any and all damage caused by You to any Hotel property during Your stay.
- 6.7 All of the above rules will also apply to members of Your party and Your guests, and You shall be responsible for any breach of the above rules by any of them.
- 6.8 The maximum room occupancy is two guests, no rooms should exceed this capacity we reserve the right to conduct checks on any unit if we feel this is being breached, Please refer to the table in section 6.10
- 6.9 Children under the age of 16, if staying in Lodges or Rooms, must be accompanied by a parent or guardian. Z Beds are available by prior arrangement for children under 16.
- 6.10 Room Occupancy

Accommodation	Max Occupancy
6 Bed Lodge	12
4 Bed Lodge	8
2 Bed Lodge	4
Links Rooms	2

## 7. Covid-19 Protocols

- 7.1 All guests are required to follow all Covid-19 regulations set by the Scottish Government. You can find out up-to-date information at <https://www.gov.scot/coronavirus-covid-19/>
- 7.2 Should a guest develop Covid-19 symptoms while staying at the resort they should self-isolate in their accommodation immediately and visit the Government website to book a PCR test: <https://www.gov.uk/get-coronavirus-test> or <https://www.nhsinform.scot/>
- 7.3 If the guest is staying in shared accommodation with others, all guests from the same accommodation should self-isolate immediately and following Scottish Government regulations

- 7.4 If a guest tests positive and they are able to travel home safely in their own transport (i.e. not using public transport) they should leave the resort and self-isolate at home for 10 days
- 7.5 If a guest is not able to travel home using their own transport there will be two options:
- 7.6 To stay at the resort and self-isolate in their accommodation for 10 days. The guest will not be able to leave the accommodation or use any resort facilities during this time. The resort is unable to provide meals, however we can ensure that any supermarket deliveries can be made directly to your accommodation door for you to use the self-catering facilities. Any extension of stay is chargeable and will be subject to the same reservation rate per night as the original booking. Please note, this option is only available on lodge bookings. This option is not available on hotel rooms due to no self-catering facilities being available in this type of accommodation. If an extension is requested to a lodge booking we will endeavour to meet this however this is strictly subject to availability and we may not be able to accommodate.
- 7.7 If an extended stay is not preferred or not possible due to availability, the guest should call the NHS Test and Protect team. The guest may be signposted to the National Assistance Helpline on 0800 111 4000 to arrange isolation. Please note, this may involve a Government isolation hotel which will likely incur an additional charge.

## **8. Food and Drink**

- 8.1 As referred to in sub-Clause 3.2 above, unless We specifically state otherwise, food and drinks are not included in any Rate(s) for bedroom accommodation, and unless We have specifically stated or do state otherwise, We will make additional charges to You for them in accordance with sub-Clause 3.2 above;
- 8.2 If You or any of Your party or guests have any special dietary requirements, You should inform Us of them in advance of Your arrival. We will use all reasonable endeavours to accommodate those requirements and, where this is not possible, tell You that We are unable to do so; and
- 8.3 We will tell You times of meals when You arrive.

## **9. House keeping**

- 9.1 The lodges are self-catering therefore housekeeping services are not provided during your stay. Full housekeeping services can however be provided on a daily basis or on any other prearranged frequency at an additional cost.
- 9.2 It is your responsibility to keep your lodge clean and tidy throughout your stay and it must be left in a similar condition as you found it when you arrived. We will apply additional cleaning charges in circumstances where this is not the case.
- 9.3 All bed linen, towels and bathroom toiletries are provided and replenished / changed only if the lodge is occupied for more than three nights.
- 9.4 All lodges have drying facilities and areas for storing golf bags and equipment. Guests are solely responsible for the safety and security of their possessions.
- 9.5 Dundonald Links rooms will be serviced by housekeeping each day.

## **10. Gym**

The gym is open to residents and visiting golfers. All gym users must check in with reception before use and complete our pre-exercise questionnaire and assumption of risk form.

## **11. Golf**

As referred to in sub-Clause 3.2 above, unless We specifically state otherwise, rounds of golf are not included in any Rate(s) for bedroom accommodation, and unless We have specifically stated or do state otherwise, We will make additional charges to You for them in accordance with sub-Clause 3.2 above;

## **12. Car Parking Facilities**

12.1 We cannot guarantee that any car parking space(s) will be available for You, but subject to sub-Clause 12.2 You may use any vacant parking space on a first-come-first-served basis for Your vehicle provided that You have given Us Your vehicle's registration number when You arrive. Any such parking will be without charge

12.2 You may use a disabled parking space that is available if You have a valid disabled parking badge. We will be entitled to remove Your vehicle if it is parked in a disabled parking space without a valid disabled parking badge on display, and the owner shall pay or reimburse Us with all costs associated with its removal and subsequent recovery.

12.3 Whilst You may park Your Vehicle as permitted by sub-Clause 12.1 above, We do not permit any other member of Your party or Your guests to park on Our premises, but if You request a parking space for them on or before they arrive at the Hotel, We may in Our discretion allow them to park without charge in Our car park.

## **13. Disabled Customers**

13.1 We fully comply with all laws from time to time in force regulating the treatment of, and provision for, disabled customers; and

13.2 If you have any special requirements pertaining to a disability, You should inform Us of them before You arrive.

## **14. Waste & Recycling**

Dundonald Links is a zero waste to landfill site and holds the highest accreditation for sustainability in the golf industry. We therefore rely on your careful disposal of waste from your lodge. Please use the provided waste bins in your accommodation to dispose of all waste in a safe and responsible manner.

## **15. Limitation of Liability**

15.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable

15.2 Whilst We will operate and maintain Our car park with reasonable skill and care, We do not guarantee that other Hotel guests or members of the general public will not enter Our car park and steal or damage Your vehicle

or property in it and/or engage in criminal activity, and accordingly, when You park or arrange for parking of Your vehicle in Our car park, You accept risk of theft or damage of or to Your vehicle and property in it if it is caused by any person other than Our staff or contractors;

- 15.3 We provide all Services only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;
- 15.4 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation; and
- 15.5 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
  - 15.5.1 the Consumer Rights Act 2015;
  - 15.5.2 the Regulations;
  - 15.5.3 the Consumer Protection Act 1987; or
  - 15.5.4 any other consumer protection legislation;as that legislation is amended from time to time.

For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## **16. Changes to Terms and Conditions**

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

## **17. How We Use Your Personal Information (Data Protection)**

We will only use Your personal information as set out in Our Privacy Policy available from <https://darwinescapes.co.uk/privacy-policy/>

## **18. Regulations**

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

## **19. Information**

As required by the Regulations:

- 19.1 all of the information described in Clause 18; and

- 19.2 any other information which We give to You about any Services or the Hotel which You take into account when deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer.

## **20. Complaints**

We always welcome feedback from Our guests and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if you have any cause for complaint. If You have any complaint about Our Services or any other complaint about the Hotel or any of Our staff, please raise the matter with via the Hotel reception or alternatively via [Guest.Relations@darwinescapes.co.uk](mailto:Guest.Relations@darwinescapes.co.uk)

## **21. No Waiver**

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

## **22. Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

## **23. 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

## **24. Law and Jurisdiction**

- 24.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales
- 24.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 23.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 24.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

## **25. Website Content**

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. 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.