

Policies

Children Policy

Children welcome

Booking Terms

Terms & Conditions

Effective from 02/01/08

Definitions

'The Client' means the person, firm, company or organisation making the booking.

'The Hotel' means the The Cullen Bay Hotel (a firm)

For the purpose of these Terms and Conditions a booking is the provision by the Hotel either individually or by combination, of overnight accommodation, food, conference facilities and special function facilities and related services.

For the purpose of these Terms and Conditions a booking is for the period stated on the booking form, confirmation letter, fax or email. The first date of such a period being referred to in these Terms and Conditions as the 'Commencement Date'.

'Premises' means the Hotel buildings or the grounds surrounding the Hotel.

Contract

No booking will be binding by the Hotel until it has been accepted in writing by the Hotel and the Hotel has received the Client's deposit and/ or written confirmation.

Unless otherwise agreed by the Hotel in writing, the price paid for the booking shall be the current price of the Hotel at the date of the stay, function date or conference date.

General

These conditions shall apply to the booking to the exclusion of any other terms and conditions and the provision of these conditions shall prevail unless expressly varied in writing and signed by a Partner of the Hotel. Any concession made or latitude allowed by the Hotel to the Client shall not affect the strict rights of the Hotel under these conditions. If in any particular case of these conditions shall be or held to be invalid or shall not apply to the booking the other conditions shall continue in full force and effect.

A provisional booking shall be secured on receipt of the deposit specified by the Hotel at the time of the booking. The deposit must be received by the Hotel within 5 days from the date of booking, failing this the Hotel shall be entitled to cancel the provisional booking.

For corporate bookings written confirmation of the booking must be on the letter headed paper concerned is required.

A credit reference may be required by the Hotel for corporate bookings.

For conferences and other bookings including but not limited to weddings and banquets, an indication of the number of people attending must be given by the Client at the time of booking. For functions, weddings or conferences a room hire charge may be applicable if minimum numbers (SPECIFY NUMBER) are not adhered to by the Client, this may vary depending on the type of function and catering arrangements being provided for the client.

Client's choosing to bring their own wine will be charged a corkage rate of £100 per bottle.

For all bookings requiring overnight accommodation a rooming list must be received by the Hotel seven days prior to the conference or function date. Any adjustment to final numbers for all bookings must reach the Hotel at least seven days prior to the date of the event. This will be the minimum number on which the Client will be charged.

Day and residential conference packages are based on a minimum booking of ten people. Booking of less than ten persons are charged at the individual rate.

Publicity for the functions or events at the Hotel must be agreed by the Hotel in advance and should be of such a standard as the Hotel may determine in order to reflect the quality of the Hotel.

It is the strict policy of the Hotel that children will not occupy rooms unless accompanied by a responsible adult.

No stands, displays or signs may be erected at the Hotel without prior written agreement of a Hotel partner.

Bookings are personal to the Client and may not be assigned or transferred by the Client.

Tariff's and Menu prices can alter without prior notice and can only be guaranteed at the time final arrangements are confirmed or within four weeks of the date of the booking.

The Hotel will charge the Client sums in addition to the value of the contract as a result of their actions, or the actions of their invited guests, on the premises, for example cleaning charges for excessive soiling, cost of repairs to damage to the fabric of the premises, replacement or repair of fixtures, fittings and operating stock and for any labour costs and management time incurred in carrying out or arranging for such repairs. Any Clients or their guests found to be smoking in the Hotel will be liable for a deep cleaning charge of £100.

Deposits

All deposits are non-refundable (30 % of Booking unless otherwise stated and can be paid by Credit Card (Master Card, Visa, American Express) Debit Card (Switch, Visa Delta, Maestro), Cash. The Hotel does NOT accept cheque payments. Payments by Credit Card will be subject to 2.5% handling charge when the account is over £500.

Payment of Accounts

Balance of room accounts are payable in full by the Client at the Hotel on conclusion of the stay by one of the methods described in Point No 20. For functions, weddings and banqueting events an intermediate payment of a further £500 or half of the estimated total account is to be made six months prior to the wedding/ function date and the balance made in full seven days prior to the event when all numbers are finalised.

Booking Cancellation

By the Client – Bookings may only be cancelled by the Client by giving notice to the Hotel and on cancellation the following terms will apply as from receipt of written confirmation by the Hotel of cancellation.

22a. All deposits are non-refundable.

22b. Function event cancellation between three months and one month prior to the booking commencement date will be charged at 80% of the total revenue that would have been generated. This charge will be offset in whole or part should the Hotel be able to re-let the same rooms, food, bar and facilities.

22c. Function/ event cancellation less than one month prior to the booking commencement date will be charged at 100% of the total revenue that would have been generated. This charge will be offset in whole or part should the Hotel be able to re-let the same rooms, food, bar and facilities.

22d. Accommodation cancellation less than fourteen days prior will be charged at 100% of the total revenue that would have been generated. This charge will be offset in whole or part should the Hotel be able to re-let the same rooms.

22e. By the Hotel. The Hotel is required to cancel the event by public authority if the Hotel or any part of it is closed or damaged due to circumstances beyond its control.

22f The Hotel absolutely reserves the right to terminate the contract for any reasonable cause. Such cause may include unreasonable behaviour or acting unlawfully (including smoking within the Hotel buildings, taking illegal drugs, exhibiting verbal or physical abuse towards staff or other guests, or causing damage to the Hotel through action or negligence, or refusing to obey safety instructions from the staff in the event of an emergency or safety drill.)

Insurance

The Hotel strongly advises that all Clients take out cancellation insurance. Further details are available by contact the Hotel.

Equipment

The following conditions apply to equipment brought to the Hotel by the Client;

24a. The Client must obtain the Hotel's prior written agreement to the use of all materials or equipment brought to the Hotel by themselves or a third party.

24b. Equipment must comply with any current regulations in force at the time.

24c. The Client agrees to pay the Hotel's charges for and all electricity used in connection with the Equipment that are in addition to those normally expected i.e. heating, lighting and small electrical equipment e.g. faxes, computers etc.

24d. The Hotel does not accept responsibility for the Client's Equipment.

24e. Should the Hotel deem any equipment to be unsafe or unfit for purpose it will be removed immediately from the premises. Electrical equipment may require PAT testing prior to use.

24f. No incendiary/ explosive devices may be brought within the Hotel or its grounds.

Pets

The Hotel does not accept pets. Only deaf/hearing/disability dogs are allowed on the premises.

Dogs brought on the Hotel grounds must be kept on a lead at all times and the owners/ handler is responsible for the animal's behaviour and actions. Owners/ handlers will be required to 'clean up' any mess left by their animal.

Clients who are staying that have dogs travelling with them will be required to keep the dog in the car overnight. The Hotel can arrange (subject to availability) for a local Kennel to provide accommodation. Clients with disruptive dogs e.g incessant howling/ barking when left unattended in a vehicle may be asked to remove their dog from the premises.

VAT

VAT is applied to all charges where applicable. All figures provided will include VAT except when clearly stated otherwise.

Consequential Loss

The Hotel shall not be liable for any costs, claims, damages or expenses arising out of any negligence or any act or omission or any breach of contract or statutory duty

calculated by reference to profits, income production or accruals or any other consequential loss of whatsoever nature.

Default or Insolvency of the Client

If the Client shall be in breach of any of its obligations under these conditions or if the Buyer shall commit any act of bankruptcy or if any bankruptcy petition be presented against him/her or (if the Client is a Company) if any resolution or petition to wind up such company be passed or presented or if the receiver, administrative receiver or administrator of the whole or any part of the company's undertaking property or assets shall be appointed the Hotel in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part any and every booking between the Company and the Client.

Limitation of Liability

The aggregate liability of the Hotel (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to the Client for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the booking.

Representations

No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the Hotel's agents or employees shall be construed to enlarge, vary or override in any way any of these conditions.

Force Majeure

The Hotel shall be entitled to delay or cancel the booking if and to the extent that it is prevented or hindered in or delayed in providing the booking through any circumstances beyond its control including (but not limited to) strikes, accidents, lock outs, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources of supply.

Proper Law

The booking shall in all respects be governed by and construed in accordance with Scottish Law and shall be deemed to have been made in Scotland and the parties submit to the non-exclusive jurisdiction of the Scottish Courts.

Conditions

Please note that the Hotel is completely non-smoking in line with current legislation. Guests found to have been smoking in the Hotel will be charged a fee of £100 for loss of room revenue and cleaning.

Guests may also be liable to a statutory fine imposed by Moray Council.

Regrettably only Guide and Hearing Aid Dogs are permitted in the Hotel.

Children are more than welcome, however children under 16 years of age are unable to occupy rooms without an adult.