

ACCOMMODATION/FUNCTION BOOKINGS TERMS AND CONDITIONS

Guaranteed Reservations

To guarantee your reservation a non-refundable deposit is required.

Meriah Ltd T/A Horizon Hotel (henceforth referred to as the Hotel, registered office, The Esplanade Ayr KA7 1DT) accepts all major credit and debit cards.

Please note that if you wish to cancel, you must notify us 72 hours prior to the day of arrival, otherwise the cost of the first night's accommodation will be charged to the cardholder's account.

Where dinner is included, it is 3 courses taken from our menu which offers a varied and interesting range of dishes. Some dishes incur a surcharge which are marked on the menu.

Booking rates are net of any agents' commission.

The Hotel reserves the right to amend your room type subject to room type availability.

These conditions do not alter the terms of any special offer.

Accommodation Details

All Bedrooms have en-suite shower and/or bath, TV, radio, tea and coffee making facilities, hairdryer and an iron and ironing board. Our rooms are available as single, twin, triple, double or family occupancy. Family rooms can accommodate two adults and up to two children aged 14 years and under (and children under 2 years in a cot) or a maximum of two adults. The Hotel has two rooms that are specially adapted for guests with disabilities. Alternatively if you have difficulty in walking, but do not require a specially adapted room you may request a room on the ground floor near reception for easier access, Please note we have a lift. Although we will make every possible effort to accommodate your requests, all rooms are subject to availability.

Smoking Policy

All areas within the Hotel are strictly non smoking in compliance with the Smoking, Health and Social Care (Scotland) Act 2006. Smoking in a guest bedroom will result in a £50.00 room recovery charge in order for us to restore your room back to a smoke-free condition. This will be charged to your credit/debit card details lodged with reception.

Parking

The Horizon Hotel has its own car park that is free of charge to residents.

Arrival and Departures

Your bedroom will usually be available from 3pm on your specified day of arrival and will be guaranteed for your first night only. On your day of departure we would ask that you vacate your room by 10.30am (unless otherwise stated or arranged with the management) otherwise you may be subject to an additional charge.

Conferences and Banqueting

The Hotel ask Clients to be aware that these conditions apply to all contracts for the provision of goods and services for accommodation, conferences and banquets to the exclusion of all other terms and conditions, including any which the Client may purport to apply or which may appear in promotional literature.

1. Confirmations

1. All bookings enquiries will be noted. However a booking is not confirmed until receipt of a deposit. To guarantee your reservation a non-refundable deposit is required. The Hotel accepts all major credit and debit cards except American Express.
2. The client must tell the hotel the anticipated number of guests attending not less than 7 days before the function or in the case of accommodation, on booking.
3. Final numbers must be given to the hotel at least 3 days before the function. The amount payable by the client will be calculated on this final number or the number who actually attended, whichever is greater. If the client's booking is accepted by the hotel on the basis that a minimum number of persons will attend the function, the amount payable by the client shall be calculated on such minimum number or number actually attending, whichever is greater.

2. Cancellations

1. All deposits are non-refundable and non-transferable. Should you have to cancel your booking, a charge may be made, calculated as a percentage of the total booking value, according to the scale highlighted below.

| Cancellation Period | Percentage |
|---------------------------------------|-------------------|
| From 3-6 months prior to the event | 25 |
| Between 1-3 months prior to the event | 30 |
| 1 month to 15 days prior to the event | 50 |
| 14-7 days prior to the event | 80 |
| Less than 7 days prior to the event | 100 |

2. The client should confirm all cancellations in writing.
3. Any costs incurred for a particular event, that otherwise would not have been incurred, will be charged in the event of Cancellation unless the hotel is able to mitigate their loss.
4. Cancellation charges will only be levied to the extent that the hotel fails to mitigate its loss in this respect, having used reasonable endeavours to do so. It is possible to take out insurance cover for cancellation charges incurred with certain types of conference. The hotel can provide information about companies that provide insurance on request.

3. Reduction in Numbers

1. Provisional numbers are given by the client prior to the function, the hotel reserves the right to set a minimum number to be charged for the event. Final numbers must be given to the hotel at least 3 days before the function. The amount payable by the client will be calculated on this final number or the number who actually attended, whichever is greater.
2. Any reduction in numbers in the last 28 days before the event will be charged at 50% of the agreed individual rate, unless the "minimum number charged" is applicable.

4. Deposits and Payment

1. The hotel reserves the right to require payment of a deposit at any time before the start of a function. The amount will be determined by the hotel. Should the client fail to pay such deposits within 7 days of request, and never later than 30 days before the function, the hotel may treat the booking as cancelled by the client, and the deposit shall be non-refundable.
2. In certain circumstances full payment may be required before the event (e.g. wedding receptions, golf reservations)
3. Where full payment is required prior to the event, the amount as invoiced must be received 30 days prior to the event.
4. Full credit/debit card prepayment required at time of booking. All bookings are non-refundable in the event of cancellation.
5. With any booking involving a third party i.e. a golf club, taxi company or event company etc, the client will be asked for credit or debit card details to secure the service/item. As soon as the hotel receives confirmation of availability from the third party it will secure the arrangements on the clients' behalf and debit the card with either a deposit or full payment, whichever is applicable. The client is required reimburse the hotel for any expenditure incurred in respect of the bookings including (but without being limited to) any costs, charges or penalties as a result of having to make consequential cancellation of the arrangements with third parties.
6. All payments should be made in pounds sterling (GBP). We accept payment by cash, personal cheque (when accompanied by a valid guarantee card), Switch/Delta, Visa, Mastercard, Diners Club and American Express. Unless on an inclusive package meals and drinks in the restaurant are paid for as taken. No allowance can be made for rooms, meals or other elements not taken.

5. Credit

Credit facilities with the hotel may be obtained on application to the hotel.

Credit facilities must be agreed before the start of the function. All accounts incurred against this agreement will be invoiced immediately after the function. All invoices are due for payment within 28 days of the date of the invoice. Any queries raised will not affect the immediate payment of the outstanding balance.

6. Interest

Interest on overdue invoices shall accrue from the date when payment becomes due, from day to day, until the date of payment, at a rate of 4% above The Royal Bank of Scotland's base rate in force at the time and shall accrue at such a rate after, as well as before any judgement.

7. Behaviour, Etiquettes, Damages & Theft

The Hotel reserves the right to judge acceptable levels of noise or behaviour of the Client, guests or representatives of the Client. The client must take all steps necessary for corrective action. In the event of failure to adhere to management requests, the Hotel reserve the right to terminate the contract and stop the event without being liable to any refund or compensation. The client will be liable for any further costs incurred due to unacceptable behaviour and disruption.

The client is responsible to the hotel for any damage caused to, or theft from allocated rooms or the furnishings, utensils and equipment therein or to the hotel generally by any act, default or neglect of the client, subcontractor, employee or guests of the client and shall pay the hotel on demand the amount required to make good or remedy any such damage/theft.

8. Corkage

No wines or spirits may be brought into the hotel by clients or guests for consumption on the premises, unless prior written consent of the hotel has been obtained and for which a charge will be made.

9. Postponements

Any postponements of confirmed and contracted business will be considered as a cancellation in accordance with condition 2 above.

10. Non-Arrival Charges/Early Departures

Bedrooms reserved in conjunction with functions are regarded as being guaranteed bookings and in the event of non-arrival a charge will be levied on the client for one night's accommodation, unless notified, otherwise the remainder of the reservation will then be cancelled and appropriate cancellation charges will be levied. Similarly the hotel reserves the right to charge for early departures as above.

11. Agents

Should the client contract with the hotel through an agent, the agent acts in that capacity for the customer, and not the hotel. The client therefore accepts full responsibility for payment of the hotel's account.

12. Finishing Times

Functions are required to finish at the time agreed when the booking is made. Extensions to this time may not be possible unless agreed with the hotel manager.

13. Price Variations

In the event of circumstances beyond the Hotel's control (e.g. increases in the standard rate of VAT), the hotel reserve the right to vary the prices quoted to an extent which reflects such changed circumstances.

14. Health and Safety

All Clients running or organising a conference or banquet at the Hotel are responsible for, and must ensure full compliance with the hotels Health and Safety policy, a copy of which is available on request.

15. Licensing and Statutory Regulations

Hotels are required to comply with the regulations regarding the Fire Precautions Act 1971, The Fire Precautions (Workplace) Regulations 1997 as amended and all local byelaws - relating to music, dancing and entertainment covering all functions held in Hotels. Clients shall maintain free access to fire exits at all times. The provision of the Licensing (Scotland) Act 2005 as amended must be observed for Hotels in Scotland. The hotel reserves the right to cancel the booking of any client who is deemed to be acting in breach of any of the aforementioned regulations.

16. Guests' Clothing and personal Property

The hotel does not accept responsibility for the property of clients or their guests. Cloakrooms are provided for the convenience of clients and guests but any goods deposited in the cloakrooms or left unattended on the hotel premises are deposited at the owner's risk and without any liability on the part of the hotel. Insurers can be recommended by the hotel to cover any function.

17. Equipment Storage

The hotel will assist clients, where reasonably possible, with the storage of equipment etc. The hotel does not accept any liability for loss or damage to any item of equipment, furniture, stock or the like.

18. Professional Bodies and Performing Rights

The hotel will be pleased to give clients and guests, without obligation, the benefit of their advice and recommendations for photographers, toastmasters, bands, musicians or other persons professional services in connection with any function.

Where the hotel is asked to book third parties then the hotel will book these as a disclosed agent and will bill them on as disbursements.

The hotel holds all current Performing Rights Society and Phonographic Performance Limited Licences are also fully licensed to hold civil marriages for up to 150 guests.

The hotel reserves the right to object to the employment by clients and guests of any photographer, toastmaster, band, musician or other persons in connection with any function.

19. Third Party Personal Insurance

Clients may like to consider taking out an insurance policy to cover cancellation, damage, third party liability and other eventualities beyond their control. The hotel will be pleased to provide further information about conference insurance.

20. General Liability

1. Subject to condition 19 the hotel shall not be liable, whether in contract, tort or otherwise for any indirect, consequential or economic losses or loss of profits howsoever arising (including negligence).
2. In no event will the hotel be liable for any loss or damage in contract or tort (including negligence) or howsoever otherwise, exceed the total amount paid by the client for the function.
3. The hotel does not hereby exclude or restrict its liability in respect of death or personal injury resulting from its negligence.
4. The hotel shall not be liable for any breach of the terms and conditions or delay or failure in providing its services as a result of causes beyond its reasonable control including, but not limited to, fire, floods, strikes, embargoes, delays in transportation, failure of services, or inability to obtain necessary information or regulations of any authority.

21. Assignment

This contract shall not be assignable by the client, but may be assigned by the hotel.

22. Time of the Essence

For all time scales imposed by these conditions, time shall be of the essence.

23. Alterations/Amendments

It is the hotel's aim to provide the client with the services they have requested for their function or during their stay, but in the unlikely event that the hotel for any reason need to change any aspect of the booking, they reserve the right to do so at any time. The hotel will notify the client immediately this happens and will use reasonable endeavours to provide an alternative choice of similar suitability.

The hotel reserves the right to cancel a booking if

1. It is deemed the booking may prejudice our reputation or endanger the safety of our employees or guests.
2. It becomes aware of any alterations in the financial situation of the client.

If you have a Problem

In the unlikely event that you have a problem during your stay you must bring it to the attention of the management at the time, to ensure that we have the opportunity to rectify it. If you are not satisfied that the issue has been resolved, please submit the details in writing within 28 days of your return To Alan & Elizabeth Meikle, c/o Horizon Hotel, Esplanade, Ayr KA7 1DT.