



## TERMS & CONDITIONS

(Dec 2021 v1)

### 1. Introduction

By booking accommodation you agree to the following terms and conditions.

All bookings are subject to these booking conditions. The following booking conditions form the basis of your booking contract with Moogies Limited of 6a St Andrews Court, Wellington Street, Thame, Oxon, OX9 3WT.

In these terms and conditions "We," "Us," and "Company" refers to Moogies Limited, a UK registered company, and "You" and "Your" refers to the customer booking a reservation through us directly through this website, and indirectly through any of our affiliates through whom we provide our products and services.

Additional terms and conditions regarding the collection and use of information may also be provided to guests staying in our hotel.

You will be asked to confirm your acceptance of these terms and conditions when you make a reservation. We reserve the right to amend these terms and conditions at any time and you should therefore check them each time you make a reservation. The terms and conditions applying to your reservation will be those in place on the date that you make your reservation. Additional terms apply to your use of our digital channels whether or not you make a reservation through them. These are published on the relevant digital channels.

You warrant that you are at least 18 years old and possess the legal authority to enter into this agreement, make a reservation, and to use this website in accordance with the terms and conditions of this agreement.

### 2. Reservations

To reserve your room please follow the instructions on the website or mobile site (as applicable). You will need to provide your credit or debit card details to secure your reservation. Moogies Limited accepts Visa, MasterCard and American Express to secure a reservation.

Please check that the details of your reservation are complete and accurate before you confirm your reservation. It is your responsibility to ensure that all details are correct, and the confirmation is consistent with the client requirements. We will not be liable for any delay or non-performance if you provide us with incorrect information.

Reservations will be deemed complete and effectively communicated to you for all purposes at the time we send the confirmation to the email address you provide in your reservation form,



whether or not you receive it. Moogies Limited cannot be held responsible for missing or delayed emails.

Therefore, you are advised to make sure that the email address is correct. Please ensure you contact us as soon as possible if you do not receive your confirmation as you would remain liable for any non-arrivals, amendment, or cancellation charges whether or not you receive your confirmation.

If you think that there is a mistake in your reservation or if you require any changes to a confirmed reservation, please contact us at [hello@thedintonhermit.co.uk](mailto:hello@thedintonhermit.co.uk) or call 01296 312877 to discuss. Please note that "Advance Purchase" reservations cannot be amended unless we have made an error with your booking.

### **3. Group Reservations**

A reservation of three rooms or more is usually considered a group booking within the Hotel. If you wish to make a group booking, please call us on 01296 312877.

### **4. Room Prices**

Moogies Limited 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.

Room prices are per room, per night and are inclusive of VAT at the applicable rate at the time of your reservation. If the rate of VAT changes between the date of your reservation and the date of your stay, we will adjust the rate of VAT that you pay, unless you have already paid for the reservation in full before the change in the rate of VAT takes effect.

Meals and other extras are not included in the room price, unless otherwise stated, but you may be able to add them to your reservation during the booking process or they may be available to you during your stay. You may pay for breakfast and selected extras at the same time as paying for your room. All other meals and extras must be paid for at the point of purchase.

For the avoidance of doubt, your price does not include any incidental charges, which you may incur during your stay. Such charges will be payable by you upon check-out. Should you fail to pay any such incidental charges, it is a condition of your contract with Moogies Limited that you irrevocably authorise Moogies Limited to debit your credit or debit card for the amount of any shortfall.



### **Fully Flexible:**

If you book a Fully Flexible rate, you will be able to amend or cancel your reservation up to 48 hours prior to the day of arrival without charge. Your card will be charged a prepayment of the total price prior to arrival after the free cancellation period ends.

If you cancel your reservation later than 48 hours from the arrival day (or make a reservation on your arrival day and subsequently cancel it) and have not already paid for the room in advance, you will be charged a cancellation charge equivalent to the duration of your booking up to a maximum of two night's accommodation for each room booked and for any meals and extras booked for the first day of your stay.

### **Advance Purchase:**

Payment in full is required for all Advance Purchase reservations at the time of booking. Because Advance Purchase rooms are made available at a discounted rate, these rooms and any meals or other extras booked with them cannot be amended or refunded.

### **Disclaimer For Currency Conversion**

These rates are indicative only. You will be charged in British pounds and therefore the amount you pay in your local currency will be dependent on the currency conversion rate applied by your financial service provider. This currency converter is provided by third parties and is provided 'as is', without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to, the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Moogies Limited makes no claims concerning the validity or exactness of the information provided and accepts no liability.

### **5. Occupancy**

You must not exceed the maximum occupancy for the room allocated to you.

Children under 18 are not permitted to stay in a Moogies Limited Hotel unless a parent or guardian is also staying in the hotel.

### **6. Accessibility**

Moogies Limited has a room which is has been adapted for customers requiring an increased level of accessibility, as well as "Accessible Parking" spaces located close to our accessible room. For more information, please contact the hotel on 01296 312877.



## 7. Special Requests

Although Moogies Limited will try to accommodate special requests, all rooms are subject to availability.

## 8. Meals

Meals are not included in the room price, unless otherwise stated.

## 9. Paying For Your Room

All credit or debit card information provided by clients is their responsibility and should be correct at the time of submission. We cannot be held responsible for any reservation cancelled or rejected due to incorrect or invalid details. The credit or debit card will be used to guarantee the booking subject to the cancellation policy detailed below.

If you have not paid in full for your room or any extras added to your booking at the time you make your reservation, you will need to pay on arrival. A pre-authorisation fee will be required at the point of guests checking in to cover any extras or incidentals above the total amount payable for the duration of your stay.

Payment may be made by cash, credit/debit card (Visa, MasterCard, American Express), or accepted Gift Vouchers. The expiry date of your debit/credit card must be later than the end of your stay. We do not accept personal cheques. Rooms may be paid for by business cheque; however, Moogies Limited must receive all business cheques at least three weeks before the arrival date.

## 10. Cancellations

### Your Right To Cancel

#### Fully Flexible:

If you book a Fully Flexible rate, you will be able to amend or cancel your reservation up to 48 hours prior to the day of arrival without charge. Your card will be charged a prepayment of the total price prior to arrival after the free cancellation period ends.

If you cancel your reservation later than 48 hours from the arrival day (or make a reservation on your arrival day and subsequently cancel it) and have not already paid for the room in advance, you will be charged a cancellation charge equivalent to the duration of your booking up to a maximum of two night's accommodation for each room booked and for any meals and extras booked for the first day of your stay.



The first night of any booking made after 3 p.m., 48 hours prior to arrival date and the cost of any meals and other extras booked for the following day is non-refundable.

A full refund will be processed to the same debit/credit card within 5 working days although it may take a few days longer for the funds to reach your account. A cancellation reference will be given and should be retained as proof of cancellation.

If you decide to shorten your stay, you must inform reception within 24 hours prior to the day you wish to check out. Otherwise, you will be charged a cancellation charge equivalent to one night's accommodation per room booked and for any meals and other extras booked for the following day.

#### **Advance Purchase (Book Early & Save):**

Payment in full is required for all Advance Purchase reservations at the time of booking. Because Advance Purchase rooms are made available at a discounted rate, these rooms and any meals or other extras booked with them cannot be amended or refunded.

You may wish to take out our room cancellation insurance in case you need to cancel your reservation.

You are not entitled to cancel or withdraw from your reservation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

#### **Our Right To Cancel**

##### **Your Breach**

We may cancel your reservation at any time with immediate effect by giving you written notice (which includes email) if:

You do not pay us when you are required to do so; or

You break the contract between us in any other material way.

If we cancel your reservation where you are at fault, we reserve our legal rights in respect of your breach of contract.

#### **Events Outside Our Control**

We may also cancel your reservation if an event outside of our control (including industrial action, explosion, fire, flooding, and failure of power and/or water supplies or emergency evacuation) means that we are unable to make your room available to you. In this case, we will contact you to let you know as soon as possible and:



If you have already paid for your room, we will refund your payment to you; or  
If you have not yet paid for your room, you will not have to make any payment to us.  
Save as set out above, we will not be liable or responsible for any failure to perform or delay in the performance of, any of our obligations that is caused by an event outside of our control.  
This does not affect your statutory rights.

### **Changes, Book-Outs And Cancellations By Us**

Occasionally, we have to make changes to and correct errors in our publications and other details both before and after bookings have been confirmed and cancel confirmed bookings, and we reserve the right to do so.

Occasionally, we have to make a "Significant change." "Significant changes" include the following changes when made before departure: a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are a guest, a change of accommodation area for the whole or a major part of the time you are a guest. If we have to make a significant change or cancellation, we will advise you as soon as possible. If there is time to do so before your arrival, we will offer you the choice of the following options (for significant changes):

1. Accepting the changed arrangements.
2. Purchasing an alternative stay from us, of a similar standard to that originally booked if available.
3. Cancelling or accepting the cancellation in which case you will not be charged by us.

No liability can be accepted where we are forced to make a change or cancel as a result of unusual and/or unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time).

Moogies Limited reserves the right to book you into another hotel of a similar category, should the service or accommodation you require not be available due to unforeseen circumstances.

In all cases, our liability for significant changes and cancellations is limited to offering you the above mentioned choices. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

### **11. Checking In And Out**

Rooms are available from 3 p.m. on the arrival date. Please let us know if you are likely to arrive after 10 p.m.



Guests will be asked to provide proof of identity and nationality upon check-in. All guests will be asked to complete a registration form and if from outside the UK, present their identity card/passport. Acceptable forms of identification are a passport, driving license, ID card or police warrant card. Details of the lead guest for each room in the booking must be entered during check-in together with their nationality and passport details (if required).

Rooms must be vacated by 11 a.m. on the day of departure. Failure to leave your room by this time may result in a late check-out charge.

## **12. Pet Policy**

As a reminder, Moogies Limited allows only:

Dogs under 70 lbs (32 kg).

We do not allow cats or any other animals.

Dogs must be well-behaved (no barking, wetting, fighting, etc)

A maximum of two dogs per room are allowed (If bringing two dogs, both must be under 35 lbs (16 kg)).

Dogs are only allowed in rooms 3,4,5 & 6 (as they have wooden floors and space to accommodate a dog bed on the floor).

Owners must sign the Registration Form and initial: "You may charge my credit card £150 if my dog(s) is not well-behaved."

## **13. Moogies Limited Hotel Expectations Of You (And Your Group)**

### **Damages, Breakages, And Antisocial Behaviour**

You are responsible and liable for any breakages or damages, which you or those with you, cause to the hotel, restaurant, its contents, and car park. We ask that you report any incidents as they occur. While we do not charge for minor accidental breakages, we reserve the right to charge for the full cost of repairing any breakages or replacing missing or damaged items or decor.

We also reserve the right to charge in full for any lost room nights resulting from any such damage and incidents.

Please note that out of courtesy to all guests, excessive noise and unruly behaviour will not be tolerated. Such behaviour may result in the offending person(s) being asked to vacate their room and be charged for their booked stay.

Additionally, the following are strictly prohibitive:

Smoking inside any rooms or hallways. This includes the smoking of e-cigarettes. Permitted smoking areas will be identified on site. Smoking on the premises outside of the designated



smoking area will result in a £150 fine; Should a guest continue to smoke in a room or public area, Moogies Limited reserves the right to have the guest removed from the hotel.

Bringing pets into any Moogies Limited bedroom unless prior arrangements have been made with the hotel.

Bringing any potentially dangerous or hazardous materials or equipment onto Moogies Limited premises.

Using any electrical appliances that may set off the fire alarm system.

Tampering with any fire alarms or emergency equipment.

Removing, damaging, or destroying any Moogies Limited property.

Using any of the technology provided by Moogies Limited to download or access any unlawful material.

Causing unreasonable disturbance to our other guests or any staff.

If you or your group 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 Moogies Limited on demand the amount required to make good or remedy such damage or loss.

You and the members of your group must not resell or transfer your reservation (or any part of it) nor advertise, market, or otherwise offer any Moogies Limited room for sale either on its own or as part of a combined offer. Moogies Limited will not honour any reservations made in this way and does not accept any liability for doing so. If you are a Tour Operator and wish to book rooms at Moogies Limited, you should contact [hello@thedintonhermit.co.uk](mailto:hello@thedintonhermit.co.uk)

If you or your group cause damage to the hotel, other guests or their property, or otherwise breach any of these terms and conditions, Moogies Limited reserves the right to:

cancel your reservation with immediate effect and (if appropriate) eject you from Moogies Limited premises;

retain all sums paid by you and/or charge you the full amount of your reservation; and/or refuse future reservations from you and/or refuse you entry or accommodation at any of our properties.

Moogies Limited will not be liable for any refund or compensation in such circumstances.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to reception. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all guests to have consideration for others. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the stay of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation



or other service. We will have no further responsibility toward such person(s). No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination. Moogies Limited may subsequently charge for items that are damaged or go missing during your stay.

In the public areas of Moogies Limited, CCTV is currently in use and hard disk recordings may be made. This activity is carried out for the security of all its guests and staff.

## 14. General

### Your Information

Although every effort has been made to ensure the accuracy of the information contained online, we cannot accept responsibility for any errors or omissions, and reserve the right to vary, amend, supplement or cancel any of the information or offers featured online at any time.

Moogies Limited cannot accept liability for any information, errors or omissions supplied by a third party and reserves the right to change such information, products or services at any time. Upon being notified about any errors we will do our best to rectify them as soon as possible.

Moogies Limited cannot warrant that its website is free from infection by viruses, contamination, or any destructive elements. Moogies Limited cannot be held liable for any loss, damage or claims arising from interruption, inability to access the website, loss or incompletion of a transaction.

We process information about you that you provide when making a reservation and/or upon check-in at our hotels in accordance with our [Privacy Policy and Cookie Policy](#). By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

### The Contract

This contract is formed when we confirm your reservation between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

### Your Rights

If you are a non-business customer you have certain rights under consumer protection legislation. Nothing in these terms and conditions is intended to affect those rights.

### Our Liability

We accept liability for death and personal injury arising from our negligence or that of our



employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.

We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control. If we breach these terms and conditions for reasons within our control, we shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: 1. The fault of the person(s) affected or any member(s) of their party; 2. The fault of a third party not connected with the provision of your stay which we could not have predicted or avoided; 3. An event or circumstance which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care; 4. The fault of anyone who is not carrying out work for us (generally or in particular) at the time.

In addition, we will not be responsible where you do not enjoy your stay or suffer any problems because of a reason you did not inform us of when you made your booking or where any problems you suffer did not result from any breach of our contract or other fault of ourselves.

We shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any indirect or consequential losses including:

loss of income, sales or revenue;

loss of business;

business interruption;

loss of profits or contracts;

loss of anticipated savings;

loss of data;

loss of reputation and/or goodwill; or

wasted management or office time.

Where we are liable to you (save as prohibited by applicable law) our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of your reservation unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act. In the event of an insurance claim, you must provide us and our insurers with any assistance we may reasonably require. You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

### **Applicable Law**

These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by and construed in accordance with English law.



If you are a consumer, you and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any claim arising from, or related to, your reservation and/or stay at a Moogies Limited Hotel. We retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant country.

If you are making a business reservation, you and we agree that the courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to your reservation and/or stay at a Moogies Limited Hotel.

### **Severability**

If any part of these terms and conditions is deemed invalid, illegal, or for any reason unenforceable, then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by us to enforce our rights or remedies under these terms and conditions or otherwise shall not be construed as a waiver by us of those or any other rights or remedies. All rights not expressly granted in these terms and conditions are reserved.

### **15. Contact Us**

If you require further information or have any questions regarding our website or these terms and conditions, then please email: [hello@thedintonhermit.co.uk](mailto:hello@thedintonhermit.co.uk) or telephone us on 01296 312877 or write to us at: Moogies Limited t/a The Dinton Hermit, Water Lane, Ford, Buckinghamshire, HP17 8XH.