

Terms and Conditions



The following Terms and Conditions apply to all bookings made on this website. We kindly ask that you take a moment to read them prior to making a Booking. The Company enters into this Agreement as principal for Bookings made for The Cobbled Yard Hotel.

In these Terms and Conditions the following definitions apply:

1. Definitions

“**Company**” or “**we**” means The Cobbled Yard Hotel Limited (company no SC246641) whose registered office is at 1 Berrywell Drive Duns Berwickshire Scotland.

“**Booking**” means the booking for accommodation, functions and/or any other services or items made with us.

“**Contract**” means the Booking and these Terms, and any other terms and conditions stated to apply to the Booking.

“**Hotel**” means the premises for which your Booking is made.

“**Terms**” means these terms and conditions.

“**Websites**” means www.cobbledyardhotel.com

“**VAT**” means value added tax.

2. Bookings

All Bookings at the Hotel are subject to these Terms. At the time of booking or at check-in, we will ask for a deposit of £20 to secure the booking. No Booking shall be treated as confirmed until the details and/or payment/deposit described in this paragraph have been provided.

3. Charges

The prices displayed on the Website is an average per night with two sharing, unless the single room which is one person. Any meals, service or VAT (at the prevailing rate) are included only if specified. A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified.

The VAT breakdown shown is indicative based on the current rate of VAT, and the expected VAT treatment of the goods or services. VAT will be payable at the prevailing rate applicable at the tax point of the invoice or Booking confirmation issued, and may change depending on the actual rate and the VAT treatment of the goods and services purchased at that date. Price lists for additional items, such as restaurant meals, are on display at relevant locations within the Hotel and are available on request.

4. Check-in/ Check-out Requirements

Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 12.00 noon on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 4.00pm on the scheduled day of arrival unless otherwise agreed directly with the Hotel. Any non-secured reservation will be held until 2.00 p.m. on the day of arrival at which time we will be entitled to re-let the room, unless the guest has notified the hotel of a late arrival. On the day of departure we kindly ask all guests to vacate their rooms by 10.30am, (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the Hotel.

5. Payment

We accept the following methods of payment: credit cards: MasterCard/Diners International, Diners Club, JCB International Credit Card, Visa; debit cards - Visa/Delta and Visa/Electron. All outstanding charges must be paid for in full on check-out from the Hotel.

6. Cancellation Policy and No Shows

The cancellation policy can be cancellable without charge up to 2.00 p.m. local time on the day of arrival. Cancellation and non-arrival charges apply after the relevant time and will be charged to the credit/debit card supplied at the time of booking. We reserve the right to charge for one night's accommodation per room booked if the above cancellation requirements are not met.

7. Changes or Cancellation by the Company

Very occasionally we may need to cancel your Booking. In such circumstances you will be given a full refund but we shall have no further liability to you arising out of such cancellation. We will, however, use reasonable endeavours to try and re-locate any confirmed Booking cancelled by us to an alternative location similar in standard to the Hotel.

8. Damage

We reserve the right and you hereby authorise us to charge your credit or debit card for any damage incurred to your room or the Hotel during your stay (including without limitation specialist cleaning due to dogs staying) or for any items that are missing when you leave.

9. Accessibility

Dependent on your individual needs a selection of specifically designed rooms is provided. Please contact us on 01289 308407 to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate your needs.

10. Parking

The hotel has its own car park, there will be no charge and/or limited spaces available and space may not be available for the duration of your stay. Please contact the Hotel directly for more information. Cars and their contents are left at the owner's/customer's own risk. We do not accept responsibility for loss or damage.

11. Guest Behaviour

Guests are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and respect for the property of the Hotel, its employees and guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Hotel, or cause offence to other guests or our members of staff. We reserve the right to refuse accommodation or services and remove you and members of your party from the Hotel if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case we shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

12. No Smoking

Guests are not permitted to smoke in rooms or public areas. If you wish to smoke please go outside to the front of the hotel. The car park is classed as part of the hotel.

13. Children

All children (a person under 16 years of age) staying at the Hotel must be accompanied by an adult and must be supervised by an adult at all times. Cots are available. However, these are limited and subject to availability. Please check at the time of booking. We require you to bring your own bedding for the cots.

14. Pets

Dogs are accepted with prior arrangement, and there is a charge of £5 per night.

15. Personal Information

All personal information stored and used by us is done so in accordance with our Privacy Policy

16. 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.

17. Limitation of Liability

The Company will not be responsible for the loss or damage of any property left in the Hotel other than as required under the Hotel Proprietor's Act 1956 and the Local London Authorities Act 2004, or any other applicable law. The Company will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Company, its employees, contractor or agents or otherwise). The Company's total liability shall not exceed the value of the charges received by it under the Contract. Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by the Company's negligence or liability for fraud or fraudulent misrepresentation.

18. Governing Law and Jurisdiction

The Contract and any non-contractual obligations arising in connection with it are governed by English law. The English courts have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations. Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).

19. Web Site Information

While all reasonable efforts have been taken to ensure the accuracy of information on the Website, 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 Website without notice. Please note that in certain circumstances. The content of the Website 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. The Trade mark used on the Website are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third party sites. The Websites are operated by the Company.