

Euro Hostels Limited

Standard Terms and Conditions

These Standard Terms and Conditions set out the terms and conditions that apply between (i) you as a customer (referred to as “you” or “your”) and (ii) us, Euro Hostels Limited a company registered in Scotland under company number SC199079 and having its registered office at C/O Morton Fraser LLP, 5th Floor Quartermile Two, 2 Lister Square, Edinburgh, Midlothian, EH3 9GL (“Euro Hostels”, “we” or “us”).

1. Definitions

The following expressions will have the meanings set out below, unless the context requires otherwise:

- 1.1 “**Booking**” means the reservation made by you of accommodation at any of our Hostels.
- 1.2 “**Booking Deposit**” means the deposit payable in relation to the Booking as specified at the time of Booking.
- 1.3 “**Group Booking**” means a Booking for six Guests or more.
- 1.4 “**Guest**” means you and any person attending the Hostel in connection with the Booking.
- 1.5 “**Hostel**” means any one of the hostels owned or operated by Euro Hostels.
- 1.6 “**Price**” means the total fee payable by you in connection with the Booking.
- 1.7 “**Special Offer**” has the meaning given to it in Condition 4.1.

2. Bookings

- 2.1 A Booking can be made (1) on our website www.eurohostels.co.uk; (2) by contacting our staff over the telephone; (3) in person at the Hostel; or (4) through any of our third party online booking providers. You may also make a Booking enquiry by email or through any of our social media platforms and we may take payment for a Booking through these enquiry channels.
- 2.2 We cannot accept a Booking from individuals who are under 18 years of age. If, on arrival at the Hostel, our staff suspects that you are under 18 years of age, then our staff will require photo identification as proof of age. If, when requested, you are unable to provide photo identification to our

staff, or your photo identification confirms that you are under 18 years of age, we may terminate your Booking without refund.

- 2.3 For Bookings made online, by telephone, or in person when making a Booking for a later date, you will be required to pay a non-refundable Booking Deposit unless you take advantage of a Special Offer in which case you will be required to pay the Price in full. For Bookings made in person at a Hostel on the day that your Booking commences, you will be required to pay the Price in full.
- 2.4 The Standard Terms and Conditions are binding between you and us once a Booking has been accepted. A Booking is accepted by us when we receive the Booking Deposit or, if no Booking Deposit is payable, when we receive the Price in full.
- 2.5 Unless and until a Booking has been accepted, we reserve the right to cancel any Booking at any time. Once a Booking has been accepted, we agree to provide you with accommodation for the duration of your stay as specified in the Booking (unless the Booking is cancelled or terminated in accordance with these Standard Terms and Conditions).
- 2.6 Once your Booking has been accepted, you will receive a booking confirmation to your email address which will contain a booking reference number and specify your arrival date, departure date, check in time and check out time (unless you make a Booking in person at a Hostel on the day that your Booking starts in which case you will receive a receipt that will set out these details). If you make a Group Booking, in addition to the booking confirmation, you will also receive an invoice for the Price less any Booking Deposit already paid.
- 2.7 For Group Bookings, we will also send you a group contract for you to complete, review, sign and return to us no less than 28 days prior to the arrival date. In the group contract, you will be asked to nominate a group leader, who will be responsible for the Guests for the duration of the stay, and to provide a rooming list. In the event that the number of individuals specified in the rooming list falls below the number of Guests confirmed in the Booking, then our terms and conditions below on “Changes to your Booking, cancellations and no shows” will apply.
- 2.8 If A Group Booking includes Guests who are children (5 years – 15 years) or youths (16 years and 17 years), the following adult supervision levels must be adhered to. If the following adult supervision levels are not met,

then our prior written approval is required (such prior written approval may be granted at our discretion):

Number of children/youths	Number of adults
Up to 10 children	2
Up to 20 children	3
Up to 30 children	5
Up to 40 children	6
Up to 10 youths	1
Up to 20 youths	2
Up to 30 youths	3
Up to 40 youths	4

2.9 Where a Group Booking includes more than 40 children or youths, the adult supervision level must be approved by us in advance of the arrival date.

3. **Fees and Payments**

3.1 The Price will be quoted by us or by our third party online booking providers to you at the point of making a Booking.

3.2 You will be required to pay the Price (less any Booking Deposit already paid) in full upon arrival at the Hostel, unless you make a Group Booking, in which case the Price (less any Booking Deposit already paid) must be paid in full no less than 28 days prior to the arrival date and in accordance with the terms of the invoice issued to you with your booking confirmation. For Group Bookings made less than 28 days prior to the arrival date or where a Special Offer is applied to any Booking, the Price will be due and payable in full at the time the Booking is made and the Price paid shall be non-refundable.

3.3 In the event that you fail to pay the Price (less any Booking Deposit already paid) when due, we may terminate your Booking without refund.

- 3.4 A Booking for a private room and rooms booked under a Group Booking may require a pre-authorisation up to the value equivalent to the Price on a credit or debit card on arrival at the Hostel. Your credit or debit card will not be charged unless the room(s) are not left in an acceptable condition (with no damage to any items belonging to us) in the opinion of the Duty Manager.
- 3.5 Payment can be made by any one of the following methods:
- 3.5.1 by providing your credit or debit card details through our website www.eurohostels.co.uk or through the website of any one of our third party online booking providers;
 - 3.5.2 over the telephone by providing your credit or debit card details to our staff;
 - 3.5.3 by cheque made payable to Euro Hostels Limited posted to: The Finance Department, Euro Hostel Glasgow, 318 Clyde Street, Glasgow, G1 4NR; or
 - 3.5.4 in person at the Hostel to which your Booking relates by cash, credit or debit card, or by other payment method accepted by us at the time of making your payment.
- 3.6 We accept the following credit and debit cards: Visa Credit, Visa Debit, MasterCard, Maestro, Switch, Delta & Electron.
- 3.7 Payment by cheque will only be accepted via pre clearance. To allow for funds to clear, cheques must be received by us no less than 10 working days prior to the arrival date.

4. **Special Offers**

- 4.1 The following, where provided by or approved by us, are known as a “**Special Offer**”:
- 4.1.1 An offer advertising a room or a bed at a rate reduced from the standard rate;
 - 4.1.2 An offer advertising an additional night (or additional nights) free or at a discounted rate when booking a one (or more) night stay at a Hostel;
 - 4.1.3 A voucher or promotion code;
 - 4.1.4 A prize or reward.
- 4.2 Special Offers are only available to use for Bookings made through our website.

- 4.3 Any value that is attributable to a Special Offer is non-refundable and non-transferable.
- 4.4 Special Offers are not redeemable against any Bookings made at Euro Hostel Edinburgh Halls where any part of your stay is in the month of August.
- 4.5 Only one Special Offer can be used per Booking. You cannot use a Special Offer in conjunction with any other Special Offer.
- 4.6 A Special Offer may be subject to availability and may be redeemable against a Booking at our discretion.

5. **Changes to your Booking, cancellations and no shows**

- 5.1 If you wish to change your Booking then you may do so by informing us **no later than 3pm on the day before the arrival date**. Any changes requested to your Booking may be granted at our discretion and, depending on the nature of the change, may be subject to additional charges or a reduction of the Price. We will inform you of any additional charges before we amend your Booking. If you make a change to your Booking which results in a reduction of the Price, we may, at our discretion, apply any excess Booking Deposit paid against the remainder of the Price due.
- 5.2 If you wish to cancel your Booking, and you inform us **before 3pm on the day before the arrival date**, then the following terms apply:
 - 5.2.1 If you paid only a Booking Deposit at the time of making your Booking, you will not be charged for any part of the Price which remains outstanding and the Booking Deposit shall be retained by us to cover administration costs; or
 - 5.2.2 If you paid the Price in full at the time of making your Booking, you will not be entitled to a refund for any part of the Price paid.
- 5.3 If you wish to cancel your Booking, and you inform us **after 3pm on the day before the arrival date**, then the following terms apply:
 - 5.3.1 If you paid only a Booking Deposit at the time of making your Booking, you will be charged for the first night of your Booking. Where possible, we will charge this to the credit or debit card used to make the Booking; or
 - 5.3.2 If you paid the Price in full at the time of making your Booking, you will not be entitled to a refund for any part of the Price paid and

you will not be entitled to transfer any part of the Price paid to another Booking.

- 5.4 We can cancel your Booking at any time before it is accepted, or otherwise where these Standard Terms and Conditions specify that we have the right to cancel your Booking.
- 5.5 If a Guest under the Booking does not arrive on the arrival date, we will charge you for the first night's accommodation for each non-arriving Guest and, we may, at our discretion cancel the part of your Booking that relates to a non-arriving Guest so that the bed and/or room, as appropriate, may be made available to another guest.

6. **Check In and Check Out**

- 6.1 We will ask you and/or your Guests to provide appropriate photo identification (for example, a passport or driving licence) upon arrival at the Hostel and to complete and sign a guest registration form which states that the Guest has read, understands and will abide by the Standard Terms and Conditions. If you and/or your Guests do not comply with this request, we may terminate your Booking without refund at our discretion.
- 6.2 Check-in time at the Hostel is from 3pm on the arrival date. Check-in prior to 3pm (but no earlier than 11am) may be available for purchase on a per Guest basis at our discretion.
- 6.3 All Guests must check-out by 10.30am on the departure date. Later check-out times up to 2pm may be available for purchase on a per Guest basis at our discretion.
- 6.4 We recommend enquiring about early check-in and late check-out options at the time of making the Booking or otherwise in advance of the arrival date.
- 6.5 In the event that any Guest fails to check-out by 10.30am, or by the later check-out time as agreed between you and us, we may charge you a fee equivalent to up to one night stay at the standard applicable rate.
- 6.6 In the event that a Guest does not return a room key at check out, you may be charged a fee for each room key that is not returned. The fee for a non-returned room key will be displayed in the Hostel reception. We may either, at our discretion, charge the fees to the credit or debit card used to make the Booking or request that you pay the charges in person on our demand for payment.

7. **Hostel Rules**

- 7.1 In making a Booking you agree not to use the Hostel or its facilities to conduct any commercial activity or activity that seeks to gain profit without our prior written consent. We may terminate your Booking without refund if we believe that you have failed to comply with this rule.
- 7.2 Individuals who are under 18 years of age are not permitted to stay in a dormitory room at a Hostel. Individuals who are under 18 years of age are permitted to stay at a Hostel but only as a Guest under a Booking for a private room if accompanied by an adult over the age of 18. We may terminate your Booking without refund if we believe that you have failed to comply with this rule.
- 7.3 On arrival, any defects or damage to your room(s) should be reported to the Duty Manager immediately. Any defects or damage to your rooms(s) which later become known to you should also be reported to the Duty Manager immediately.
- 7.4 You must not damage or interfere with any items that belong to us. The Duty Manager may, at his or her discretion, carry out a room inspection at any time without notice of any room to determine that no malicious or accidental damage has occurred.
- 7.5 You must not behave in a way that may cause disturbance to other guests or our staff.
- 7.6 Animals, except guide dogs, are not permitted in our Hostels.
- 7.7 You are not permitted to invite persons to stay at the Hostel other than any Guests declared in your Booking or at check in. If you fail to comply with this rule, you will be charged at the standard applicable rate for any extra persons who have stayed at the Hostel.
- 7.8 Smoking, vaping and the possession of illegal substances are not permitted in any area of our Hostels. If you or your Guests do so, we reserve our rights to take any further action we consider necessary, including issuing you with a fixed cleaning charge at our discretion, and may report such incidents to the appropriate authorities.
- 7.9 We may refuse entry to the Hostels of any persons that are under the influence of illegal drugs or excessive alcohol and we reserve our rights to take any further action we consider necessary.

- 7.10 If you or any of your Guests do not comply with the rules stated above, we may terminate your Booking without refund and we may ask you and your Guests to leave the Hostel immediately.
- 7.11 If you or any of your Guests cause damage or loss of any kind to us or any other customers, you will be responsible for that damage or loss and you will be required to pay our reasonable costs for any repair, replacement or specialist cleaning that we incur.

8. **Our Liability**

- 8.1 We will not be liable for any losses that you suffer which are not directly caused by our breach of the Standard Terms and Conditions, our non-compliance with our duties under applicable legislation or our negligence. We will not be liable for any losses that you suffer which were not reasonably foreseeable when the Booking was accepted. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time your Booking was accepted, both we and you knew it might happen.
- 8.2 If any of your property is stolen, lost or damaged during your stay, and we do not feel certain that this has been caused by any fault of ours, our staff or our agents, our liability will be limited to the maximum sums under the Hotel Proprietors' Act 1956 being £50 per item of property subject to a maximum of £100 per person. We do not accept liability if the loss or damage is caused by your negligence or by an act of God (such as a flood).
- 8.3 In respect of all losses which are not subject to a maximum liability under Condition 8.2 or are not covered by the relevant legislation, our total liability to you for any and all losses shall not exceed twice the total daily average rate applicable to your Booking.
- 8.4 We do not accept liability or pay compensation for our failure to provide accommodation due to circumstances beyond our control, such as acts of God, natural disaster, fire, acts of war and terrorism, strikes, riots, civil disorder, governmental regulations, industrial disputes, adverse weather conditions or any other exceptional and catastrophic event, circumstance or emergency, making it impossible, illegal or preventing guests from staying in our Hostels.
- 8.5 Nothing in the Standard Terms and Conditions excludes or limits our liability for fraud or death or personal injury caused by our negligence or

breach of statutory duty or any other matter which it would be illegal for us to exclude or limit.

9. **General Conditions**

- 9.1 You may not transfer any of your rights under the Standard Terms and Conditions. Your Booking is not transferrable. You cannot transfer or resell your Booking (in whole or in part) or advertise or otherwise offer any of our rooms for sale and if you do transfer or resell (or attempt to transfer or resell) your Booking then we may terminate your Booking without refund. Any Bookings resold or transferred may not be honoured and we accept no liability in respect of this. We may also refuse to take any future bookings from you.
- 9.2 We may transfer our rights and obligations under the Standard Terms and Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Standard Terms and Conditions.
- 9.3 We may, from time to time, change the Standard Terms and Conditions without notice. The version of the Standard Terms and Conditions in force at the time you make a Booking is the version that will apply to you.
- 9.4 If a court finds any part of the Standard Terms and Conditions illegal, the rest of the terms will continue in force. Each of the numbered conditions in the Standard Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.
- 9.5 The personal information that you provide to us will be processed for the purposes set out and in accordance with our Privacy Policy (as amended from time to time) which is available at www.eurohostels.co.uk/privacy. [This includes processing your details for the purposes of fulfilling your Booking and retaining your details for the purposes of providing you with information that we feel may interest you, if you have agreed to be contacted for such purposes. If you do not want your personal data to be retained for these purposes, or if you have any questions or concerns about the information we hold about you, please contact us at IT@eurohostels.co.uk. For details of your rights regarding your personal data, please see our Privacy Policy.]
- 9.6 The Standard Terms and Conditions (which are binding between you and us) are governed by Scots law and you can bring legal proceedings in respect of any dispute arising out of or in connection with them in the Scottish courts.

- 9.7 Notwithstanding Condition 9.6 above, the following provisions apply:
- 9.7.1 If you are resident within the European Union, then you may choose for the Standard Terms and Conditions to be governed by the law of the country within the European Union in which you are resident and you may bring legal proceedings in respect of any dispute arising out of or in connection with the Standard Terms and Conditions in the relevant courts having authority in that country; or
- 9.7.2 If you are resident in England, Northern Ireland or Wales, then you may choose for the Standard Terms and Conditions to be governed by the applicable local law and you may bring legal proceedings in respect of any dispute arising out of or in connection with the Standard Terms and Conditions in the applicable local courts.
- 9.8 The Standard Terms and Conditions are binding between you and us. No other person shall have any rights to enforce these terms.
- 9.9 Nothing in the Standard Terms and Conditions affects your statutory consumer rights. These are legal rights that all consumers are entitled to rely on and if you would like more information about your statutory rights please visit www.gov.uk/consumer-protection-rights. If any of these terms and conditions conflict with a statutory right or the law changes and your statutory rights change, then the statutory rights will prevail over these terms and conditions.
- 9.10 A reference in these Standard Terms and Conditions to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 9.11 If you have any questions or complaints in relation to the Standard Terms and Conditions, including your Booking, please address these to any one of the following Hostels, as appropriate:

Hostel	Address	Email address
Euro Hostel Edinburgh Halls	Kincaids Court Guthrie St Edinburgh EH1 1JT	edinburgh@eurohostels.co.uk
Euro Hostel Glasgow	318 Clyde Street Glasgow G1 4NR	glasgow@eurohostels.co.uk

I have read and agree to the Terms and Conditions

DATE

NAME

SIGNED