

Travelodge - Booking Terms and Conditions

The terms below apply to your booking if you book from 1st June 2016. For bookings made prior to this date please click <u>here</u> to view the terms that apply to your booking.

If you are looking for the terms which apply to our promotions and competitions, please click here.

What these terms cover: when you make a booking with us via our digital channels (such as our website, mobile site or app) or telephone booking service, these are the terms and conditions which apply. You will see your booking referred to as a Flexible Rate, Saver Rate and/or Group Booking and/or a booking of Extras. If you book ten or more rooms for the same night we will treat this as a Group Booking. All of these types of bookings are covered by these terms. When you make a booking on our digital channels you will be asked to click "I accept" and you will not be able to complete your booking if you do not do this; clicking "I accept" confirms that you accept these terms. For your own benefit and protection you should read these terms carefully before making a booking. If you do not understand any point please ask us for further information.

If you have a question in relation to your booking or these terms please visit our website www.travelodge.co.uk and click on the "Contact Us" link. We will respond to you as quickly as we can and normally within 5 working days.

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A Making a booking and identification required on arrival at the hotel

- 1. Please follow the directions on the website, mobile site or app or as advised to you on our telephone booking service to make a booking.
- 2. If you book ten or more rooms for the same night we will treat this as a "Group Booking".
- 3. We will issue you with a confirmation number when a booking has been made. The confirmation number is proof that we have accepted your booking. No booking shall be binding on Travelodge until we issue you with a confirmation number.
- 4. Each booking will be for one hotel only. It is not possible to split a booking across multiple hotels.
- 5. Your booking is not transferrable. You cannot transfer or resell your booking (in whole or in part) or advertise or otherwise offer any Travelodge room for sale and if you do transfer or resell (or attempt to transfer or resell) your booking then we may terminate your booking and retain any

- money paid to us for such booking. 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.
- 6. You must ensure that the name on a booking is correct at the time of booking as we will not change the name on the booking afterwards.
- 7. You are responsible for ensuring that each person who stays at the hotel under your booking, even if you make a booking for someone else's benefit and don't stay yourself, complies with these terms.
- 8. You must be aged 18 years or over to make a booking with us and you must be aged 18 years or over to stay alone. If a guest arrives at the hotel and is under 18 years of age the guest will not be permitted to stay alone. We may require photo identification (a driver's licence or passport) as proof of age and if the guest is unable to present this to the satisfaction of the hotel we may terminate your booking without refund.
- 9. You must be able to show photo identification (a driver's licence or passport) and a valid credit or debit card if you are paying by cash for a pay on arrival or walk-in booking at a Travelodge hotel. If you are unable to produce this to the satisfaction of the hotel we may terminate your booking without refund.
- 10. You must be able to show photo identification (a driver's licence or passport) and the credit or debit card used to make your booking if requested by Travelodge at any time. If you are unable to produce this to the satisfaction of the hotel we may terminate your booking without refund.

B Payment

- 1. The rate for each room is as published on our website, mobile site or app (as applicable) at the time of your booking on that channel or in the case of a telephone booking as advised to you at the time of booking.
- Room rates are per room per night and are inclusive of VAT and exclusive of meals and other Extras. You may be able to add Extras to your booking during the booking process or during your stay. For further details on Extras please see section F.
- 3. Any promotional rates or benefits available to Travelodge employees can only be used in accordance with the terms of such promotional rates or benefits and must not be used by anyone who is not a Travelodge employee unless we explicitly state that this is allowed. Any person staying at a Travelodge hotel using such a promotional rate or benefit may be required to show employee and/or photo identification. The prefix for all Travelodge employee promotional rates is 'TEAM' coupled with a unique code following this. You must not use a promotional rate requiring a code with the prefix 'TEAM' to make a booking unless you are a Travelodge employee. We reserve the right to terminate any booking made using a promotional rate or benefit not in accordance with these terms and to retain any money paid to us for such booking.
- 4. All payments are due in full at the time of booking unless you are otherwise advised by us.
- If you pay by credit card we will charge you a booking fee and any bookings made through our telephone reservations centre will be subject to an additional booking fee. For details on the booking fees click <u>here</u>; we will not refund the booking fee(s) if you cancel your booking.
- 6. If your booking is not payable in full at the time of booking we require debit or credit card details to be provided at the time of booking and we will charge such payment card for the cost of the first night of the booking if you fail to arrive. You will need to pay on arrival and you must do so by using, in person only, the payment card which you used to make the booking or cash. We do not accept payment over the telephone, by fax or by cheque.
- 7. If your booking is not payable in full at the time of booking and 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 and charge you accordingly.
- 8. <u>Group Bookings only</u>: All payments are due in full at the time of booking for Group Bookings made 28 days or fewer before the scheduled date of arrival and are not refundable. For Group Bookings made more than 28 days before the scheduled date of arrival a 10% deposit is due in

full at the time of booking and is not refundable and you must pay the final balance for your Group Booking at least 28 days before the scheduled date of arrival. If we do not receive payment of the full balance by this time your Group Booking will be cancelled automatically and no refund will be given.

C Cancellation, amendments, refunds and no shows

Cancellation

Flexible Rate Bookings	Flexible Rate bookings are flexible and refundable. You can cancel the entire booking before midday on your scheduled arrival date by notifying us via our website by selecting Cancel a booking or by calling our Central Reservations team. Before midday on your scheduled arrival date you can cancel one or more of the rooms forming part of a booking by calling the Central Reservations team.
	If you have already checked in you can shorten your booking by cancelling one or more future nights of the entire booking by notifying the hotel before midday on the first day that you wish to cancel.
	We will refund you the money you have paid for any nights cancelled (including for any food & beverage Extras; all other Extras are non-refundable), excluding any booking fees.
Saver Rate Bookings	As Saver Rate bookings are at discounted rates these bookings are not refundable in whole
	or in part. You can still cancel your booking via our website by selecting Cancel a booking
	or by calling our Central Reservations team if you are unable to use all or any part of it but we
	will not provide a refund on the room(s), any Extras purchased with the booking or any
	booking fee.
Group Bookings	You can cancel an entire Group Booking in whole prior to 28 days before your scheduled arrival date by notifying us via our website by selecting Cancel a booking /or by calling our Central Reservations team. Your 10% deposit is non-refundable but we will refund any additional monies you have paid (including for any food & beverage Extras; all other Extras are non-refundable), excluding any booking fees.
	If you cancel a Group Booking 28 days or less before your scheduled arrival date we will not provide a refund on the room(s), any Extras purchased with the booking or any booking fee.

<u>Amendment</u>

All Bookings	All amendments must be made before midday on your scheduled arrival date via our website or by calling the Central Reservations team.
	No bookings can be moved to a different hotel in whole or in part. No bookings can be amended to a different type of rate (e.g. Saver or Flexible).
	All amendments are subject to availability at the time of amendment.
Flexible AND Saver Rate	Before midday on your scheduled arrival date you can amend the scheduled arrival date and/or the room type, provided that the amended date and/or room is available in the same rate band as the original booked date and/or room.
Bookings	Before midday on your scheduled arrival date you can extend the booking, subject to availability. You will be charged for the additional night(s) at the rate available at the time of the amendment to the booking.
	In respect of Saver Rate bookings (but not in respect of Flexible Rate bookings), you will pay a change fee for each change made. For details on the change fee click here .
	All amendments must be made to the booking in full and cannot be made to part of the booking only.
Group Bookings	You may make certain amendments to your Group Booking prior to 28 days before the scheduled date of arrival provided that your booking does not drop below ten rooms per night. If you wish to reduce the number of rooms below ten you will need to cancel the Group Booking in its entirety, following the 'Cancellation' process above, and make a new booking.
	You can add any additional nights to your Group Booking, subject to availability. Please be

aware that you are only able to add nights after your original departure date (via the website only).

No shows

- 1. If you do not arrive at the hotel on the scheduled date of arrival, you will be deemed to be a 'no show' and your booking will be cancelled.
- 2. If your booking is a Flexible Rate booking, you shall be charged 100% of the cost of the first night of the booking including any Extras. If your booking is a pay on arrival booking we will charge the payment card details provided at the time of booking. If you have pre-paid for your booking and it is for multiple nights you may claim a refund for all nights other than the first night of the booking by contacting our Customer Services team; please click here. This refund will include any food & beverage Extras; all other Extras are non-refundable.
- 3. If your booking is a Saver Rate booking you shall be charged 100% of the cost of the entire booking including any Extras. If your booking is a pay on arrival booking we will charge the payment card details provided at the time of booking.

Refund process

4. Where a refund is payable in accordance with these terms, we will only make refunds in full and to the payment card that you used to make the booking. If you cancel your booking before you check in in accordance with these terms we will normally credit refunds within 10 days of cancellation. If you shorten your booking during your stay in accordance with these terms we will normally credit refunds within 10 days of the last day of the original booking. Your statutory rights are unaffected. You can find out more about your statutory rights by contacting the Citizens Advice Bureau or going to https://www.gov.uk/consumer-protection-rights.

Cancellation by Travelodge

- 5. If you fail to pay us when you are required to do so or breach these terms we may cancel your booking with immediate effect on notice to you (including by email or via the My Travelodge portal).
- 6. If an event outside our reasonable control (as explained in paragraph J6 below) is reasonably likely to prevent us from performing your booking we may cancel your booking on notice to you (including by email or via the My Travelodge portal) and will refund in full any payment made by you in respect of such booking to the payment card that you used to make the booking, including any food & beverage Extras but excluding all other Extras (which are non-refundable) and any booking fees.

Cancellation insurance

7. For details and terms and conditions of cancellation insurance click here.

D Arrival, departure and relocation

- 1. You can check in after 3pm on the scheduled date of arrival unless you purchase an early checkin Extra with your booking or directly at the hotel, subject always to availability.
- 2. You must check-out before midday on the scheduled date of departure unless you purchase a late check-out Extra with your booking or directly at the hotel, subject always to availability. If you do not check out by midday then we may charge you the Flexible Rate at that time for one night's stay for the applicable room(s).
- 3. For more details on Early In / Late Out click here.
- 4. We operate a relocation policy (for more details on the relocation policy click here). If a room is unavailable on arrival (other than due to an event beyond our reasonable control see paragraph J6 below) then we agree to either:
 - a. provide a room, and subject to availability any equivalent Extras which you have booked, in another Travelodge hotel and pay the reasonable cost of transport to that alternative hotel or any applicable car park charges; or

- b. provide a room in a third party hotel and pay the reasonable cost of transport to that alternative hotel or any applicable car park charges; or
- c. at your request or, if in our reasonable opinion there is no suitable alternative hotel accommodation available, cancel your booking and refund you any money you have paid in advance for the unavailable room(s) including related food & beverage Extras (all other Extras are non-refundable).
- 5. If you are due to pay on arrival at the hotel and the process in 4a. or 4b. above is followed, we will still take payment for the cost of the booking and any prepaid Extras but additional costs over and above the original cost of the booking will be covered by us (i.e. difference in room rates, reasonable transport costs and car park charges).

E Your stay – requirements of you and the other members of your booking

- 1. <u>Accessibility</u>: we provide wheelchair accessible and limited mobility rooms subject to availability. Please specify this requirement at the time of booking.
- You must not exceed the maximum specified occupancy for the room type which you have booked. The maximum occupancies are set out below. You will need to speak directly to the hotel to confirm availability of cots and room size.

Family	The maximum number of occupants is 5 (including babies & children) in the following
Rooms	combinations:
	 2 adults, 2 children (under 16) and 1 baby in a cot (cots are available at some hotels, dependent on availability); 3 adults and 1 child or 1 baby in a cot (cots are available at some hotels, dependent on availability); or 2 adults and 2 babies in cots (cots are available at some hotels, dependent on availability)
	dependent on space available in the room.
Double	2 adults; or
Rooms	 2 adults and 1 baby in a cot (cots are available at some hotels, dependent on availability) dependent on space available in the room.
Twin	2 adults; or
Rooms	 2 adults and 1 baby in a cot (cots are available at some hotels, dependent on availability) dependent on space available in the room.
Single Rooms	1 adult only.

- 3. Where a hotel can accommodate a third adult occupant in a room a supplement of up to £10 per night may apply. The supplement will be included in the rate quoted for the room.
- 4. We do not permit people under the age of 18 to stay in our hotels alone. You must not leave under 18s unattended in any rooms or public areas at any times.
- 5. We will try to assist with any special requests but all room bookings are subject to availability.
- 6. We will require you to move rooms if you make a booking or bookings to stay at a hotel for 28 or more days concurrently. If you refuse to do so we may terminate your booking and retain any money paid to us for such booking.
- 7. In making a booking you agree to not use the Travelodge hotel or its facilities to conduct any commercial activity or activity that seeks to gain profit without prior written consent from Travelodge. We may terminate your booking and retain any money paid to us for such booking if we believe that you are in breach of this provision.
- 8. Smoking is not permitted in any Travelodge hotel other than in designated smoking areas outside the hotel. You must not smoke in any of our hotels, either in the hotel rooms or public areas, or interfere with our fire detection system or with any emergency equipment. If you do so we may terminate your booking and reserve our rights to take any further action. We may either (at our sole discretion) request the immediate re-payment of our reasonable costs during your stay or instruct a third party to contact you after your stay to recover our reasonable costs. The

reasonable costs we incur if you smoke in our hotel are likely to include costs for specialist cleaning, repair or replacement of damage by you to our property, the cost of the room for any period it is unusable and our administration expenses. If you request it we will send a breakdown of these costs to the address used for the booking.

- 9. You must not bring any potentially hazardous or otherwise dangerous items on to our premises.
- 10. You must not damage or interfere with any items belonging to us. If you do so we may terminate your booking. You must bring any damage to our hotel or property to our immediate attention. We may either (at our sole discretion) request the immediate re-payment of our reasonable costs during your stay or instruct a third party to contact you after your stay to recover the reasonable costs for any repair, replacement or specialist cleaning we incur if you damage our hotel or property. If you request it we will send a breakdown of these costs to the address used for the booking.
- 11. Cooking equipment including but not limited to microwave ovens, fridges, deep fat fryers and toasters must not be operated by you in the hotel.
- 12. You must not cause any disturbance to any other guests or our staff including but not limited to noise disturbance.
- 13. All room keys must be returned to us on check-out. If you don't do this we may charge you for a replacement key or lock as required. In the event that a key is not returned after check-out we request you to contact the hotel to make arrangement for keys to be returned.
- 14. If you do not comply with any of paragraphs E2 to E12 when staying at our hotel we may terminate your booking and require you to leave the hotel immediately and may retain any money paid to us for such booking. If we consider your non-compliance to be sufficiently serious we may not accept any future reservations from you and/or not allow you entry to or accommodation at any of our hotels.
- 15. Your responsibility: If you or any member of your booking causes damage or loss of any kind to us or any other guests, including but not limited to as described in paragraph E8 (Smoking) above, you will be responsible for that damage or loss and you as the person who made the booking will be required to pay the costs, including but not limited to those described in this section E.

F Extras

- 1. We offer certain Extras when you make a booking; for more details on Extras click here.
- 2. The room rate excludes any Extras unless we expressly agree with you otherwise as part of your booking.
- 3. Extras may be purchased after you have made a booking subject to a fee of £5 payable for each change. If you purchase Extras directly at the hotel during your stay this will incur no change fee.
- 4. Extras are always subject to availability.
- 5. If you have ordered any food & beverage Extras with your booking and these are unavailable upon arrival at the hotel we will refund you the price paid by you for those Extras.
- 6. Food & beverage Extras are refundable in accordance with these terms only. All other Extras, including but not limited to Wi-Fi, are non-refundable at any time. Please note that Wi-Fi costs are fixed by our wifi provider and will not be refunded by our wifi provider.
- 7. We will not transfer Extras to another booking and Extras, other than Cancellation Insurance, cannot be cancelled unless the related booking is cancelled and refunded. Please refer to section C above for more detail on cancellation and when Extras may be refunded.

G Pets

1. If you have purchased an Extra to accommodate a pet or pets you may bring such pet(s) into the hotel. Guide dogs and hearing dogs may be brought into the hotel free of charge; please notify the hotel in advance that you are intending to bring such dog(s) with you. Except as set out in this paragraph, pets and other animals or insects are not permitted in any Travelodge hotel.

2. You must not leave pets unattended in any rooms or public areas at any time and dogs must be kept on leads in public areas at all times.

H Car parking

- Car parking is available at many Travelodge hotels. In some locations this is provided by Travelodge and at other locations it is provided by a third party provider and fees vary between hotels. For details on car parks and fees click here.
- 2. If the car parking at a hotel is provided or managed by a third party provider and you decide to use this car parking you will enter into an agreement with the third party provider and not Travelodge. Information on the third party provider is displayed at the car parks and on the pay and display tickets. We strongly advise that you read the third party provider's terms as displayed at the car park before parking your car.
- 3. We shall not be liable in any circumstances for any loss or damage to vehicles you bring to the hotel or any property left in them regardless of whether they are parked in a car park connected to the hotel or not.

I eVouchers

- 1. We operate an eVoucher scheme (please click here for more information). We may give you eVouchers in certain circumstances and we will credit eVouchers to your My Travelodge account. You can use an eVoucher for Bookings, Extras, amendments and cancellation insurance (but not for any other services provided by third parties). Any bookings that are paid for either in part or full using an eVoucher must be paid for in advance regardless of room rate.
- 2. An eVoucher is valid for 6 months from the date of issue. When it expires we will automatically delete it from your My Travelodge account.
- 3. eVouchers cannot be used to pay in part or in full for any Booking made on the same day as the scheduled date of arrival.
- 4. eVouchers have a customer-specific code and can only be used by the person to whom they are issued and are not transferable. eVouchers remain our property at all times. We may cancel any eVouchers that are used in breach of these terms; for example we may cancel eVouchers if you sell (or attempt to sell) these to a third party including but not limited to on an internet message board, bargains website or other internet exchange or auction site.
- 5. We will not reimburse eVouchers for cash.
- 6. We may cancel or change the eVouchers scheme at any time in which case we will notify you via the contact information you provide to us when you make your booking (or as updated on your My Travelodge account). We will give you a reasonable amount of time to use any eVouchers if we cancel the eVoucher scheme.
- 7. If you do not have a My Travelodge account we may use the information (including personal data) you provide to us at the time of booking to create a My Travelodge account for you and credit your eVouchers to your My Travelodge account. Alternatively we may request that you set up a My Travelodge account before we issue you with eVouchers. Please see our privacy policy for more information on personal data, how we use it and how we protect it. If we create a My Travelodge account for you we will send you details of your My Travelodge account and how to use it in a letter and details of your password in a separate letter. By accepting these terms you consent to us using your personal data to create a My Travelodge account.
- 8. If you cancel a booking made using e-Vouchers and are entitled to a refund we will refund by issuing eVouchers. If you do not automatically receive an eVoucher please contact us.
- 9. Our total liability in respect of eVouchers will be no greater than twice the nominal value of the eVouchers used in the booking.

J General

- We process your personal information in accordance with our <u>Privacy Policy</u>. Please take the time to read our Privacy Policy as it includes important terms which apply to you. By providing personal information in connection with a booking you consent to such processing on behalf of you and each guest staying with us under such booking.
- Travelodge Business Account Customers may make a booking using their Travelodge Business
 Account Card; the terms and conditions of the Travelodge Business Account Card scheme will
 apply to reservations made with a Travelodge Business Account Card.
- 3. 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 channel. Please take the time to read these as they include important terms which apply to you.
- 4. <u>Amendments to these terms</u>: We reserve the right to change these terms from time to time and the terms applicable to your booking are those in force on the date of booking. These terms apply from 1st June 2016. For bookings made prior to this date please click <u>here</u> to view the terms that apply to your booking.
- 5. <u>Statutory Rights</u>: As a consumer you have certain legal statutory rights. If any of these terms conflict with a statutory right or the law changes and your statutory rights change, then the statutory rights will prevail over these terms. For more information on your statutory rights see https://www.gov.uk/consumer-protection-rights or call 03454 04 05 06 or contact your local Citizens' Advice Bureau or Trading Standards office.
- 6. Events Beyond our Reasonable Control: We shall not be in breach of these terms or liable for any failure to perform any of our obligations in relation to your booking (such as the provision of room(s) and/or other products and/or services and/or Extras) due to any adverse event, act, omission or accident which happens which is beyond our reasonable control including but not limited to flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, partial or full cancellation or delay of major public event, interruption or fire (except by way of our default) or failure of (except by way of our default) electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.
- 7. Complaints, Questions and Disputes: If you wish to make a complaint or have a question regarding your booking please click here to contact us using the 'Contact Us' link on our website. We will respond to you as quickly as we can and normally within 5 working days. If you make a complaint to us in relation to your booking and that complaint remains unresolved as between you and us you may use the European Commission's online dispute resolution portal. Please click here for a link to the portal. You should note that any decision may not be binding and that neither we nor you are required to participate in online dispute resolution.

8. Our Liability:

- a. We will not be liable for any losses which are not caused by either a breach of these terms by us, our non-compliance with our duties under applicable legislation or our negligence. We will also not be liable for any losses which were not foreseeable to both parties when the contract was formed. Loss is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen for example if you discussed it with us during the booking process.
- b. We want to provide a safe and secure environment for your stay and where necessary we will take appropriate security measures. Under the Hotel Proprietors' Act 1956 ("Act") we may be liable for loss or damage to your property while you are staying in our hotels. Where the Act provides that our liability is capped at an amount, we will only be liable up to the maximum sums under the Act. If an incident occurs during your stay resulting in the theft, loss or damage of your property we will carry out an internal investigation. If we do not feel certain that your property was stolen, lost or damaged through any fault of ours, our staff or agents our liability will be limited to the maximum sums under the Act and if an incident is

- referred to the Police and they draw the same conclusion as us this will also be evidence that our liability is limited to those maximums.
- c. In respect of all losses which are not subject to a maximum liability under the Act or are not covered by the Act, our total liability to you for any and all losses shall not exceed twice the total daily rate we charge you for your booking. If your booking includes a number of different daily rates, the average rate will be used.
- d. We will not be liable in any circumstances for any loss or damage to vehicles you bring to the hotel or any property left in them regardless of whether they are parked in a car park connected to the hotel or not.
- e. Nothing in these terms will exclude or limit our liability for fraud or death or personal injury caused by our negligence or any other matter which it would be illegal for us to (or to attempt to) exclude or limit.
- 9. <u>Severability</u>: If any provision in these terms is found to be illegal, invalid or unenforceable in whole or in part then the provision will apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. You and we intend that the legality, validity and enforceability of the remainder of these terms shall not be affected.
- 10. <u>Waiver</u>: Any failure by us to enforce our rights or remedies under these terms or otherwise or any delay in enforcing such rights or remedies shall not be construed as a waiver by us of those or any other rights or remedies.
- 11. <u>Third Party Rights</u>: This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12. <u>Law</u>: These terms and any non-contractual obligations arising out of or in relation to these terms shall be governed by and will be interpreted in accordance with English law. All disputes arising out of or relating to these terms or any non-contractual obligations arising out of or relating to these terms shall be submitted to the non-exclusive jurisdiction of the English courts save that you agree that we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country.

K Information about us and how to contact us

- 1. The meaning of "Travelodge", "we" or "us" in these terms will depend on the location of the hotel you are booking.
- 2. For bookings of hotels in the UK other than Northern Ireland, it shall mean Travelodge Hotels Limited which has its registered office at Sleepy Hollow, Aylesbury Road, Thame, Oxfordshire, United Kingdom, OX9 3AT (Company No. 769170, VAT No. 805367726).
- 3. For bookings of hotels in Northern Ireland or the Republic of Ireland your contract will not be with Travelodge Hotels Limited but will be with other companies as follows:
 - for bookings of hotels in Northern Ireland Smorgs (NI) Management Limited which has its registered office at 15 Brunswick Street, Belfast BT2 7GE (Company No. NI623948); and
 - for bookings of hotels in the Republic of Ireland Smorgs ROI Management Limited which has its registered office at Travelodge Dublin Airport Hotel, Main Street, Ballymun, Dublin 11 (Company No. 541986).