

Loyalty Programme and Membership Terms and Conditions

1. Definitions

- 1.1. These terms and conditions refer to the Loyalty programme (hereinafter, the “programme”) for Dakota Hospitality Limited herein referred to within as the “Hotel”, “Company” or “Dakota”.
- 1.2. These terms and conditions apply to all persons who are members of the programme.
- 1.3. The Programme Rules govern the Company’s relationship with members of the Loyalty Programme (collectively, “Loyalty Programme Members,” and individually, a “Loyalty Programme Member,” “Member,” or “you”), including how Members manage their accounts, book reservations, achieve different member status’, earn and redeem Loyalty Programme points (“Points”) with the Company.
- 1.4. The Programme is only accessible and applicable to individuals who download and possess the Company software applicable on their mobile device or tablet “app”. This is a downloadable application operated by or on behalf of the Company in connection with the Loyalty Programme including, without limitation, the iPhone and Android versions thereof.

2. Agreement

- 2.1. By opening a programme membership account (“Account”), or by using either your membership e-card or using the Membership Account number you were assigned (“Membership Number”) to receive and redeem points and benefits of the Loyalty Programme, you agree that:
- 2.2. You have read and accept these Programme Rules; and you have read and accept these terms and conditions; and
- 2.3. You consent to the collection, use, and disclosure of your personal data by the Company, the Loyalty Programme, Participating Properties and Partner Programmes, and their authorised third-party agents and licensees in accordance with the company’s Privacy Notice.
- 2.4. By being a Member, you are agreeing to subscribe to Company newsletters sent via email. The opportunity is given to unsubscribe from newsletters at any time. Dakota will continue to contact Members via email with account information regardless of subscription preferences.

3. Dakota Loyalty App Closure

- 3.1. **With the introduction of the new Dakota Lifestyle App, the Dakota Loyalty program is scheduled for closure on April 30, 2024.**
- 3.2. **All Dakota Loyalty users are required to utilize their accumulated points on accommodation before the specified closure date.**
- 3.3. **As of January 8, 2024, points will no longer be accrued on overnight stays for Dakota Loyalty users.**
- 3.4. **After the closure of the Dakota Lifestyle App, any points remaining unused will be voided, and deemed unavailable for further use.**
- 3.5. **Exclusive Transfer Option for Black and Platinum Loyalty App Users:**
- 3.6. **Black and Platinum Loyalty App users may request the transfer of their loyalty points to a Dakota Hotels Gift Voucher.**
- 3.7. **The Gift Voucher will be issued in £10 denominations and can only be utilized for accommodation purposes. Should the points balance not meet a denomination threshold, the Insider may contribute the excess to meet the next £10 increment, or the additional points will be voided.**



- 3.8. As an example, if an Insider has £103 in Loyalty Points, Insiders may choose to:**
- 3.8.1. Contribute £7 towards a voucher, now totaling £110**
 - 3.8.2. Void the extra £3, rounding down to £100**
- 3.9. The balance transfer to the Gift Voucher will not occur automatically; users must explicitly request this transfer.**
- 3.10. The Dakota Gift Voucher is only valid on direct bookings. For the avoidance of doubt, Dakota Gift Vouchers cannot be earned against bedroom bookings made through third party intermediates (5.2).**
- 3.11. To request a balance transfer, please contact us on insider@dakotahotels.co.uk by 20 April, 2024.**
- 3.12. Balance transfer requests sent after 30 April, 2024 will not be valid and may not be processed.**
- 3.13. The Privacy Policy will reflect any changes to App Data.**

Historical Terms and Conditions

4. Programme Operation

- 4.1. Members earn points for every whole £1 (one pound) spent, on accommodation bookings only. Points are not earned on spend which is 99 pence or less.
- 4.2. Members must download the Company hotel app and use their loyalty profile contact information for all hotel reservations to receive points.
- 4.3. Members are encouraged to give their membership number at the time of their bedroom booking.
- 4.4. Bookers of bedrooms may be eligible to earn and redeem points without being present themselves.
- 4.5. Only one individual can earn points for any one transaction or booking. Points are automatically added on checkout to the individual based on contact information used in guest profile.
- 4.6. One individual can earn points for booking up to a total of three bedrooms, per night per hotel.
- 4.7. Points cannot be earned for any revenue spent with the Company prior to 1st April 2023, or prior to the individual becoming a member of the programme, or whichever is latest.
- 4.8. Members cannot redeem points for revenue which has been spent after the time of payment. For clarity, a member cannot ask for points to be added to their account retrospectively.
- 4.9. Points can only be earned by a member if:

 - 4.10. They themselves stayed; or,
 - 4.11. They are the designated booker for a bedroom booking

5. Membership Tiers

5.1. Points are earned on the basis of the assigned member tier as follows:

Tier	Points earned
Tier 1	£1 = 5 points
Tier 2	£1 = 7 points
Tier 3	£1 = 8 points
Tier 4	£1 = 10 points

5.2. Every month, the Company will carry out a review of member eligible spend over the preceding six months.

5.3. Tier status is based on eligible spend over the 12-months preceding the monthly membership review as follows:

Tier	Tier	Minimum spend in any rolling twelve months	Points	Maximum points that can be redeemed in one transaction, per day
Tier 1	Tier 1 – Silver	£0.00	Up to 4,999	2,500 (£25)
Tier 2	Tier 2 – Gold	£999.00	5,000 – 14,999	10,000 (£100)
Tier 3	Tier 3 – Platinum	£2,428.00	15,000 – 24,999	25,000 (£250)
Tier 4	Tier 4 – Black	£3,677.00	25,000 +	50,000 (£500)

5.4. Members will be informed of their membership tier at any given time via their app.

6. Earn Points

6.1. Programme points can only be earned for bedroom bookings when they are booked in the following channels:

6.1.1. through the Company website: www.dakotahotels.co.uk

6.1.2. the mobile app

6.1.3. by walking into the Hotel, telephoning or emailing the Company directly

6.1.4. through a travel agency designated by your Company for work travel

6.2. For the avoidance of doubt, programme points cannot be earned against bedroom bookings made through third party intermediates including, but not limited to:

6.2.1. Booking.com

6.2.2. Expedia

6.2.3. Agoda

6.2.4. Tri-va-go

6.2.5. Trip Advisor

6.2.6. Trip.com

6.2.7. Hotels.com

6.3. Rate codes which are eligible for point collection include Direct Best Available Rates (BAR), Direct Pre-Purchase Rates, Direct Campaign Rates (Accommodation specials), Agreed Corporates, and all Direct Loyalty discounted member rates from launch date of Dakota Hotel App. Other new rates in future may also apply and will be clearly visible on the app.

- 6.4. Points may be earned on one booking for up to 100 consecutive nights for an individual and 45 nights for groups bookings. One individual can earn points for booking up to a total of three bedrooms, per night per hotel.
- 6.5. From 1st January 2023, points cannot be earned on food and beverage revenue.
- 6.6. From 1st January 2023, for the avoidance of doubt, programme points cannot be earned or redeemed against food and beverage spend made through third party intermediates.
- 6.7. For the avoidance of doubt, clarity is given to spend in relation to:
- 6.8. Gift vouchers:
 - 6.8.1. The individual who redeems a gift voucher is the individual who is eligible to earn points.
 - 6.8.2. The individual who purchases a gift voucher is not eligible to earn points.
 - 6.8.3. Gift vouchers donated by the Company for charitable giving at no cost to the recipient are not eligible for points.
 - 6.8.4. Members cannot purchase gift voucher using points.
- 6.9. Meeting rooms and/or events spaces:
 - 6.9.1. Room hire to reserve a meetings and/or events space is not eligible to earn points.
 - 6.9.2. Day delegate rate which is inclusive of room hire is not eligible to earn points.
 - 6.9.2.1. Food and beverage spend in a meeting room or during an event is not eligible to earn points.

7. Redeem Points

- 7.1. Members can redeem points once their points total reaches 100 points which is the equivalent of £1 (one pound). Points can only be redeemed in multiples of 100.
- 7.2. Points can be redeemed for a value to be used against bedroom stays only, provided directly by the Company.
- 7.3. Points cannot be redeemed against the purchasing of gift vouchers.

- 7.4. Points can only be redeemed upon presenting the app at the time where payment would otherwise be required, when the member wishes to redeem points.
- 7.5. Points cannot be exchanged for cash.
- 7.6. Only one account can redeem points against any one bedroom transaction/booking. For the avoidance of doubt, one party can only redeem points using one member account per transaction and/or booking.
- 7.7. Any incentive or offer to welcome new members can only be redeemed by any one person once.

8. General terms

- 8.1. Points cannot be earned for products or services given at no charge to the individual by the Company including but not limited to, a complimentary stay or complimentary food and beverages.
- 8.2. Points are not earned for service charge or gratuities given.
- 8.3. Points are not earned for auxiliary services or products purchased or arranged by the Company on the members behalf including but not limited to taxi charge, flowers, postage, newspapers, as well as sporting, entertainment and travel tickets.
- 8.4. Points are non-transferable to other persons or member accounts.
- 8.5. The points earned by a member become void if the member is not active using their loyalty app for a period of 24 months or more.
- 8.6. Points do not expire if the account remains active.
- 8.7. Members may only accrue a balance of up to a maximum of 50,000 points after which time they will not accrue any more points.
- 8.8. Members accounts that appear to be duplicate accounts may be deleted alongside any points on the account.
- 8.9. One individual may only have one member account at any one time.
- 8.10. Additional terms and conditions apply for employee use.

9. Termination

- 9.1. A member may choose to unsubscribe and cancel their account at any time. Member
- 9.2. data will be retained in accordance with the Company's Privacy Notice.
- 9.3. All Loyalty Programme benefits, amenities, offers, and services are subject to availability and may be changed by the Company at any time without notice.
- 9.4. The Company may terminate the Loyalty Programme, in whole or in part, with three months' advance notice to all active members and with less than three months' notice in any jurisdiction if required to do so by applicable law.
- 9.5. At the Company's sole discretion, the Company may choose to substitute this Loyalty Programme for a different initiative at any time immediately upon notice to active Loyalty Members.
 - 9.5.1. If the programme is terminated, all unredeemed points will be forfeited without any obligation or liability, and no redemption claims will be honoured after the conclusion of the notice period.

10. Further Information

- 10.1. For assistance, contact insider@dakotahotels.co.uk
- 10.2. The Company reserves the right to change these Terms and Conditions at any time.
- 10.3. The updated terms and conditions are accessible from our website www.dakotahotels.co.uk