



## **ACCOMMODATION BOOKING TERMS AND CONDITIONS**

### **BACKGROUND:**

These Terms and Conditions shall apply to the booking of accommodation, use of the facilities and services at the hotel as detailed in your confirmation of reservation document (**Hotel**) by you as a customer (whether private or as a business). These Terms & Conditions shall take priority and precedence over any other terms and conditions purported to apply to your booking accommodation at the Hotel. We do not accept any alternative terms and conditions unless we provide prior written consent signed by a director of the Hotel.

### **1. Introduction**

1.1 Booking accommodation or the use of any of our services at the Hotel indicates full acceptance, without reservation, of these Terms and Conditions which are fully incorporated into the agreement you have with us when we accept your booking.

1.2 You declare that you are of 18 years of age or older and have sufficient legal capacity to be bound by these Terms and Conditions.

### **2. Use of the Hotel's reservation services**

#### **2.1. Reservation Services**

2.1.1. Online reservation services: the online reservation services are for reserving a room at the Hotel online including by way of our website. The use of these services indicates the full acceptance, without reservation, and the validity of each and every one of these Terms and Conditions. Our Terms & Conditions may be updated without further notice and you are strongly advised to check for any updates that may affect your booking.

2.1.2. Procedure for entering into a contract: when using the service: the customer will receive a confirmation e-mail which will include his or her reservation booking number. That e-mail serves as proof of your reservation. Please check the confirmation in order to avoid any possible misunderstanding. Should there be any incorrect detail or unacceptable term or condition, please contact us within two days of receiving the confirmation. We cannot be responsible for incorrect contact details that you provide including incorrect email addresses. Acceptance of your booking will be made following receipt of your deposit or where we have received correct and acceptable credit or debit card details.

2.1.3. Guarantee and cancellation policy: reservations made through the website will be guaranteed by the credit/debit card provided by the customer when completing the booking form. Failure to check-in or cancel before the cancellation deadline (up until 48 hours prior to check-in) means an automatic charge to the credit/debit card of the amount corresponding to one night's stay at the rate provided at the time of the booking.

2.1.4. Reservations made by telephone or in person will be provided with written confirmation of the reservation. These Terms and Conditions shall apply to reservations made by telephone or in person.

2.1.3.1 During major sporting or cultural events, certain rates may not be available. Certain dates may be subject to booking a minimum length of stay. All rates are subject to availability.

2.1.3.2 Long Reservations: reservations for more than 6 nights



are guaranteed by paying percentage of the total amount for your stay. When this payment has been received, your reservation will be confirmed by e-mail. If you cancel your reservation between 7 days and 48 hours before your scheduled arrival date, 25% of the total amount for your stay will be charged. For long stays, confirmation deposits are not returned. If you cancel your reservation 48 hours or less before your scheduled arrival date, 100% of the total amount for your stay will be charged.

2.1.3.3 Events: events take place on a regular basis at the Hotel. If there are events taking place on the dates of your stay you may wish to cancel your booking (subject to these Terms and Conditions). Please contact us in advance to ask whether there are any events at the time of your stay. We cannot guarantee that we will have details at the time of your request. Cancellation charges may still apply in accordance with these Terms and Conditions

2.1.4 Our Reservations team will personally handle any cancellation request you may have.

2.1.5 The Hotel requests deposits to secure your reservation. The Hotel is entitled to use deposits to cover its reasonable losses that are a consequence of a cancellation. We endeavour to seek replacements to your cancelled reservations but that is not always possible.

2.1.6 Nothing in these Terms and Conditions shall affect your rights as provided by the Consumer Protection (Distance Selling) Regulations 2000 (including any amended and similar regulations).

## **2.2. Use of the services**

You must not use our services or any part of the Hotel for purposes that are unlawful, immoral, offensive, unsociable, elicit and/or which are contrary to these Terms and Conditions, are injurious to the rights and/or interests of third parties or which may, in any way, damage the reputation the Hotel or our services. The Hotel shall have the right to refuse entry to or remove from the Hotel any person who the Hotel considers to be in breach of this term.

## **2.3. Right to modify**

Although every effort is made to ensure the accuracy of the information set out on the website and any promotional materials, we do not accept responsibility for any errors or omissions and we reserve the right to vary, amend, supplement or cancel any of the information or offers featured at any time. We also reserve the right to modify services provided at any time and our terms and conditions including these Terms and Conditions.

## **2.4. Hotel categories**

The hotel categories displayed follow the star system used in the UK and the number of stars for each hotel is determined by the different parameters that make up the official hotel classification system.

## **2.5 Rooms with two single beds (twin room) / double rooms**

Sometimes a room with two single beds will be assigned even though the reservation was for a double room. If it is essential that your room has a double bed, we advise you to let us know and we will ensure that the hotel reservation team receives this information. Often double rooms have two single beds that are joined to make a double bed. We cannot guarantee that a double room may be available.



## **2.6 Reservations of 10 or more rooms count as group reservations**

Group reservations should not be divided into several smaller reservations. Payment and cancellation terms for group reservations will be confirmed along with each group reservation request.

## **2.7 Check-in and check-out times**

Your accommodation is available from 3pm on the day of arrival. There may be circumstances where availability is delayed, and we shall not be liable for such delays. Rooms must be vacated by no later than 11am on your departure date unless otherwise agreed in writing by the management of the Hotel. We shall be entitled to charge for an additional day if you have not vacated your room by 11am on the day of departure.

## **2.8 Payment**

Payment for reservations is 7 days prior to arrival unless it is an advance purchase rate where payment is taken at the time of booking. Independently of whether confirmation has been issued, reservations may be cancelled where payment has not been received or if the customer has a payment outstanding for any other, unrelated reservation.

## **2.9 Pricing**

2.9.1 Our packages and pricing will fluctuate depending on availability and demand. All prices are subject to change without notification and are inclusive of VAT at the current prevailing rate (unless otherwise stated). Your price rate is guaranteed once you have received email confirmation in accordance with clause 2.1.2 of these Terms and Conditions.

2.9.2 Promotional codes cannot be applied to previously placed orders. They are not transferable or redeemable for cash or credit. To apply a promotional code, you must enter it prior to completing the booking. Offers using the promotional codes are subject to availability.

## **2.10 Cancellations**

Cancellations made outside of office hours must be sent directly to reception at the Hotel. For groups of 10 or more rooms, different cancellation terms will apply - these will be notified when the reservation is made. We reserve the right to cancel reservations which, in our reasonable opinion, we consider to be fraudulent or inappropriate. The management of the Hotel shall have the exclusive right to waiver or reduce any cancellation charges.

## **2.11 Discounts for children**

2.11.1 Children under two years of age stay free. A cot will be made available except where indicated to the contrary when making the reservation. Pricing policies relating to children vary. It is possible that, at check-out, the hotel will charge for breakfast for children aged 3 to 12 years where payment has not been made for accommodation.



2.11.2 Anyone under the age of 18 is unable to stay unless with a person over the age of 18. We may be entitled to deny accommodation to minors less than 18 years of age who arrive without an accompanying adult.

2.11.3 In the highly unlikely event that we are unable to provide the accommodation reserved, you accept that our responsibility shall be limited to finding alternative accommodation of a similar level and offering suitable transport to that alternative accommodation. The Hotel takes all necessary precautions to ensure that this does not happen, and it is very rare. The customer also accepts that advance warning of such a change of hotel cannot be guaranteed. We shall not be responsible for costs, losses or damage arising from or related to relocation. We shall not be liable to a customer for losses suffered as a consequence of the customer's rejection of our offer of alternative accommodation.

2.11.4 If the customer is not satisfied with any aspect of the alternative accommodation, you must make this known immediately to the management of the alternative establishment, giving them the opportunity to rectify the situation.

## **2.12 Special requirements**

If you have special requirements, please inform us at the time of booking.

## **3. Protection of your personal data**

We take our customer's privacy as a matter of extreme importance. Please see our Privacy Policy on how we manage your personal information.

## **4. Liability and Indemnity**

4.1 Our liability for any loss or damage suffered by customers shall be limited to that which arises out of the negligence of our employees, subcontractors, or agents.

4.2 Notwithstanding sub-Clause 5.1 above, we shall not be liable for any indirect loss or damage which may be suffered by a customer including, but not limited to, loss of income, loss of business, loss of profits, loss of opportunity, loss of anticipated savings, loss of data or loss of enjoyment.

5.3 Nothing in these Terms and Conditions purports to limit or exclude our liability for death or personal injury caused by the negligence of the Hotel, its employees, subcontractors, or agents; fraud or fraudulent misrepresentation; or any other matter for which it would be illegal for us to limit or exclude its liability.

## **5. Force Majeure**

We shall not be liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond our control.

## **6. No Waiver**

No failure or delay by us in exercising any of our rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by us of a breach of any provision of these Terms and Conditions shall be deemed to be a waiver of any subsequent breach of the same or any other provision.



### **7. Set-Off**

You shall not be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the booking or any other agreement at any time.

### **8. Third Party Rights**

No part of the booking agreement or these Terms and Conditions is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to such agreement and/or these Terms and Conditions.

### **9. Entire Agreement**

9.1 The booking agreement and these Terms and Conditions contain the entire agreement between you and us with respect to its subject matter and may not be modified except by an instrument in writing signed by a director of the Hotel

9.2 You acknowledge that, in entering the booking of your accommodation, you do not rely on any representation, warranty or other provision except as expressly provided in these Terms and Conditions, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

### **10. Severance**

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from these Terms and Conditions and the remainder of these Terms and Conditions shall be valid and enforceable.

### **11. Law and Jurisdiction**

These Terms and Conditions and booking agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales whose courts shall have exclusive jurisdiction.