

Hotel Stay

Terms and Conditions

1.0 DEFINITIONS

- 1.1 "Accommodation"; the guest bedroom(s) applicable to the Stay.
- 1.2 "Agreement"; the Reservation together with these Terms & Conditions.
- 1.3 "Arrival"; the earliest time you can check-in on the first day of your Stay as shown on the Hotel's official website page or as agreed for early check-in.
- 1.4 "Client", "you" or "your" (as applicable); the person, responsible for organising and paying for the Stay.
- 1.5 "Company", "we", "us" or "our" (as applicable); the legal entity operating the Hotel.
- 1.6 "Guests"; your guests (if any) attending the Hotel during the Stay.
- 1.7 "Hotel"; the hotel property where you and/or your Guests will Stay.
- 1.8 "LGH"; LGH Hotels Management Ltd; the Hotel's Management Company.
- 1.9 "Reservation"; your reservation to secure the Accommodation setting out room type, cost, arrival and departure dates and what other services such as meals, drinks, gifts and/or other items offered at the time of you placing the Reservation (if any) ("Extras") are included in your Stay.
- 1.10 "Stay"; the period of time you and your Guests (if any) will visit the Hotel for the purpose of staying there.

2.0 THE AGREEMENT

- 2.1 By placing a Reservation, you are deemed to have read and accepted these Terms & Conditions in full.
- 2.2 You must be at least 18 years old to make a Reservation and enter into the Agreement.
- 2.3 The Agreement comes into effect when we confirm the Reservation and you have paid the deposit or pre-payments (if any) shown as due before Arrival in your Reservation.
- 2.4 No variation of the Agreement will be valid unless we confirm acceptance of any changes requested by you in writing (which can be email).

3.0 APPLICABLE TERMS

- 3.1 No other terms or conditions you may wish to rely on or seek to apply to the Agreement will form part of it unless such terms or conditions are specifically referred to in our confirmation to you of the Reservation.
- 3.2 If there is any conflict between the terms set out in the Reservations and these Terms & Conditions, the terms in the Reservation will prevail.
- 3.3 We reserve the right to amend our Terms & Conditions at any time and you should therefore check them each time you make a reservation.
- 3.4 The Terms & Conditions applying to your Reservation will be those in place on the date that you make it.

4.0 PAYMENTS

- 4.1 If you have not paid in full for your entire Stay and all Extras that would have been provided during the entire Stay at the time you make your Reservation, you will need to pay on arrival.
- 4.2 Payment may be made by credit or debit card (Note, we do not accept Diners Club). The expiry date of your debit/credit card must be later than the end of your Stay.
- 4.3 We do not accept cash or personal cheques, except by prior arrangement. In no event will we accept cash in amounts in excess of five thousand pounds.
- 4.4 We do accept payment by business cheque, however we must receive all business cheques at least three weeks before Arrival to allow adequate time for processing and cheque clearance.

5.0 ADDITIONAL ROOM CHARGES

- 5.1 You will pay us for any food, beverages and other services not provided for in the Agreement but made available to you and any Guests, whether in advance of or during the Stay ("Additional Items").
- 5.2 If you and your Guests (if any) wish to charge Additional Items to the room, we will require a credit card authorisation at check-in.

6.0 EARLY CHECK-IN & LATE CHECK-OUT

- 6.1 Subject to availability and cost, we may be able to accommodate early check-in. You should make your request as early as possible to ensure

availability. To guarantee early check-in, the Stay must be paid for in full the night before Arrival.

- 6.2 Subject to availability and cost, we may also be able to accommodate late check-out. You should make your request as early as possible as availability may be limited.
- 6.3 We will be entitled to charge you £20 per hour for late check-out if you or any Guests are late checking-out without our prior agreement.

7.0 PURPOSE OF THE ACCOMMODATION

- 7.1 The Accommodation is only to be used by you and your Guests (if any).
- 7.2 You must not resell the Accommodation (if for example your plans change and you are unable to stay at the Hotel as planned). If you no longer wish to use your Stay, you must cancel the Reservation in accordance with the Cancellation provisions set out in Section 11.0.

8.0 CHILDREN

- 8.1 No person under the age of 18 may occupy a guest bedroom on their own. Individuals under 18 must be accompanied by a parent or guardian or other person appointed to act in loco parentis.
- 8.2 You will ensure that you and any Guests can prove their age with an official document such as a driving licence, ID card or passport.

9.0 FOOD & BEVERAGES

- 9.1 Subject to any local or governmental restrictions that might be in effect at the time of your Stay, the Hotel offers a full service restaurant and Bar.
- 9.2 You need to advise us of any special dietary requirements or allergies at least seven days prior to Arrival if you intend to eat or drink in the Hotel.
- 9.3 You and any Guests may not bring wine, spirits, food or drink into the Hotel for consumption there without prior agreement with Hotel Reception. We reserve the right to make a supplement or corkage charge for that consent.

10.0 ASSISTANCE DOGS & PETS

- 10.1 **Assistance Dogs.** Assistance Dogs are permitted at the Hotel during your Stay; one Dog per guest bedroom only unless the room is shared by two persons who are both supported by an Assistance Dog.
- 10.2 Assistance Dogs must wear the appropriate service jacket for our staff members to easily recognise them as an Assistance Dog.
- 10.3 **Pets.** The Hotel may not accept pets, you must check the Hotel's official website before making a Reservation.
- 10.4 If Pets are allowed, they may not be allowed in public areas, you are responsible for checking the Hotel policy on check-in.
- 10.5 Where allowed, Pets must be kept under control at all times, for example; Dogs must be kept on a lead at all times when at the Hotel unless inside your guest bedroom.

11.0 LOST PROPERTY

- 11.1 You should ensure you and any Guests have collected all their property before checking-out. We do not accept responsibility to replace lost items and in accepting these Terms & Conditions, you agree that the Torts (Interference with Goods) Act 1977 will not apply to any property left at the Hotel after your Stay and that we will not be deemed 'involuntary bailees' of any such items.
- 11.2 If you or any Guests leave property at the Hotel, you must call or email as soon as you discover the loss and describe the item(s) fully, together with the date and room number where left. We will check our lost property store and if we have the item(s), we can arrange for you to arrange collection or for the items to be sent to you at your cost.
- 11.3 Any lost property not claimed within thirty days is either disposed of in accordance with the then current statutory requirements or if appropriate, donated to charity.

12.0 CANCELLATION BY THE CLIENT

- 12.1 If you have reserved a fully flexible rate product and give the Hotel at least 24 hours' notice of cancellation, you may cancel your Reservation and will be refunded any deposit or prepayments in full forthwith.
- 12.2 If your Reservation is for a prepaid non-cancellable rate, you will not be able to cancel, nor will you be entitled to obtain a refund.
- 12.3 If your Reservation is for a cancellable rate and you wish to cancel the Stay (or part of the Stay) you must do so in writing (which can be email). Your cancellation will take effect from the date we acknowledge it, but will be retroactive to the date and time we received it.
- 12.4 If you do not give us the minimum number of days or hours required to cancel according to your applicable product or rate or simply do not

arrive at the Hotel ("No-Show"), depending on the product rules, you may be obliged to pay for the entire Stay and all Extras that would have been provided during the entire Stay.

- 12.5 If you have reserved a fully flexible rate product, but do not give at least 24 hours' notice of cancellation or you No-Show, you will be obliged to pay for the first night's Accommodation and for any Extras that would have been provided during the first 24 hours of your Stay.

13.0 CONDUCT

- 13.1 You will use your best endeavours to ensure that you and any Guests do not enter areas of the Hotel which are Private or indicated as being off-limits to Guests. Subject to clause 15.6, we will not be responsible for death, personal injury or loss or damage to property suffered by you or your Guests (if any) in such areas.
- 13.2 You will use your best endeavours to ensure that your behaviour and the behaviour of any Guests is appropriate. For clarity, any statement or conduct that in our reasonable opinion is defamatory, racist, likely to cause or stir any threatening behaviour or may bring the Hotel, the Company or LGH's name into disrepute will be deemed inappropriate.
- 13.3 You and your Guests (if any) must not; (i) smoke or use e-cigarettes anywhere in the Hotel; (ii) bring potentially dangerous or hazardous materials or equipment into the Hotel; (iii) use electrical appliances that may set off the fire alarm system, such as toasters, mini cookers or portable grills; (iv) tamper with fire alarms or emergency equipment; (v) remove, damage or destroy any part of the Hotel or its furniture, fixtures and fittings; or (vi) cause any unreasonable disturbance, noise or nuisance to any other Hotel guests, Hotel staff or neighbours of the Hotel.
- 13.4 If you or your Guests (if any) cause damage or loss of any kind to the Hotel, other guests or their property, you (as the person making the Reservation) will be responsible for that damage or loss and liable to pay us on demand the amount required to remedy such damage or loss.
- 13.5 We reserve the right in our sole discretion to; (i) refuse entry to any person; (ii) ask any person to leave the Hotel; or (iii) immediately cancel the Stay.

14.0 CANCELLATION BY THE COMPANY

- 14.1 We may cancel the Stay if in our reasonable opinion, the Stay may prejudice the reputation of the Hotel.
- 14.2 We may also cancel the Stay if we become aware of any deterioration in your financial situation such that we reasonably consider that you may not be in a position to fulfil your obligations under the Agreement.
- 14.3 If we cancel the Stay in accordance with this Section during the 24 hours prior to your planned Arrival, we may at our option, charge you for the first night's Accommodation and for any Extras that would have been provided during the first 24 hours of your Stay ("Cancellation Charge").
- 14.4 If we cancel the Stay in accordance with behaviours highlighted in Section 13.0, we will be entitled to payment of all charges relating to the period of the Stay up until cancellation. Additionally, we may at our option, make a Cancellation Charge equivalent to one additional night's Accommodation and for any Extras that would have been provided during the following 24 hours.
- 14.5 We will be entitled to retain any charges due and the amount of any Cancellation Charge from your deposit or pre-payments (if any) and you will remain liable for any balance then remaining due. If after deduction of the Cancellation Charges from any deposit or pre-payments, there remains a surplus, we will return that balance to you forthwith.
- 14.6 If we cancel the Stay after check-in, we will be entitled to detain your property and any Guest's property at the Hotel until the cost of the Stay is paid in accordance with this Section. If the bill is not paid within six weeks, we will be entitled to sell the property by public auction and account to you for the surplus if any. If after any such sale by public auction, there remains an amount outstanding, we reserve the right to adopt such further recovery proceedings as required.

15.0 LIABILITY

- 15.1 We will not be liable for any loss or damage to your or any Guest's valuable articles unless they are declared upon check-in and given over to the Hotel for safe-keeping in the Hotel safe or other secure storage area which may be off-site. We will issue a receipt for all valuable items in the Hotel's custody.
- 15.2 You and your Guests (if any) must ensure the guest bedroom door is properly closed and locked both after entry into and exit from the room. For example; you should not leave the room and assume the door closer mechanism will cause the door to properly close and be locked.

Additionally, where we provide in-room safes, all items not given to the Hotel for safe-keeping should be locked in the room safe at all times when you are not in the room (for example when visiting the restaurant, bar, etc., etc.) Failure to observe this condition would be considered your own negligence and we will not be liable for any loss or damage to your or any Guest's belongings or any other property from the guest bedroom as a result of your negligence or any Guest's negligence.

- 15.3 You and any Guests must ensure the safe-keeping of all personal belongings while in any public area of the Hotel, for example; leaving any property on the Bar or a table while you visit the toilet would be considered to be negligent and we will not be responsible if the property is not there when you return as a result of your negligence or the negligence of any Guest.
- 15.4 We will not be liable for any loss or damage to your property, or that of any Guests, save to the extent required under the Hotel Proprietors Act 1956 (and if applicable, the Local London Authorities Act 2004) and you should ensure that you have adequate insurance for such property when at the Hotel.
- 15.5 We will not be liable to you whether as a result of breach of contract, negligence, innocent misrepresentation, breach of statutory duty or tortious act for; (i) any increased costs or expenses; (ii) any loss of profit, business or contracts, revenues or anticipated savings; or (iii) any special indirect or consequential loss or damage of any nature whatsoever arising out of or in connection with the Agreement.
- 15.6 We do not exclude or limit our liability to you for any matter in respect of which it would be unlawful for us to do so.
- 15.7 If we are found to be liable to you, our maximum liability in contract, tort (including negligence) or for breach of statutory duty, shall in no event exceed the total cost of your Stay unless the Hotel Proprietor's Act 1956 applies (and if applicable, the Local London Authorities Act 2004), in which case our liability will be limited to the maximum prescribed under those Acts.
- 15.8 You agree to have adequate insurance for the duration of your Stay.

16.0 GENERAL

- 16.1 We will not be liable to you for any failure or delay in performing any of our obligations under the Agreement if the failure or delay was due to any cause beyond our reasonable control, including (without limitation) terrorist activity (threatened or actual) whether or not within the proximity of the Hotel, misconduct or negligence of a guest or any third-party, war (or threat of war), civil or political action or disturbance, riot, natural disaster, fire, epidemic, pandemic, military activity, governmental or regulatory action, industrial dispute, act of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events.
- 16.2 We reserve the right to relocate any Stay to an alternative hotel similar to the Hotel at no additional cost to you. If the cost of the alternative hotel is lower than the amount paid for the Stay, we will refund the difference forthwith.
- 16.3 We may instruct and use third parties and qualified sub-contractors to undertake any work or services provided at the Hotel on our behalf.
- 16.4 We will keep your personal data safe and secure in compliance with the Data Protection Act 2018.
- 16.5 Other than LGH, a person who is not a party to the Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.
- 16.6 If you are a non-business customer, you will have certain consumer rights under in respect of the Stay. Nothing in these Terms & Conditions is intended to affect those rights.
- 16.7 The Agreement constitutes the entire agreement between the parties relating to the Stay and supersedes any previous oral or written understanding, commitments, contracts or representations relating to it.
- 16.8 If any provision of the Agreement is found to be invalid, unlawful or unenforceable, such flaws will not affect the other provisions, which will remain in full force and effect. If any flawed provision would be valid, lawful or enforceable if some part of it were deleted or modified, the provision in question will be deemed to apply with such deletion or modification as necessary to make it valid, lawful and enforceable.
- 16.9 The Agreement will be governed by and construed in all respects in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.