

# Terms and conditions of The Newark Hotel

In these Terms and Conditions the following definitions apply:

## **1. Definitions**

“**Company**” or “**we**” means The Newark Hotel, 239 – 241 Eastfield Road, Peterborough PE1 4BH.

“**Booking**” means the booking for accommodation, functions and/or any other services or items made with us.

“**Contract**” means the Booking and these Terms, and any other terms and conditions stated to apply to the Booking.

“**Hotel**” means the premises for which your Booking is made.

“**Terms**” means these terms and conditions.

“**Websites**” means any website relating to the hotel

“**VAT**” means value added tax.

## **2. Bookings**

All Bookings at the Hotel are subject to these Terms.

At the time of booking or at check-in, we will take your credit/debit card details and you authorise the use of this card for any sums that become owing to us. We shall also have the right to require full payment in advance or a deposit at the time of booking in certain circumstances or if the Booking includes the supply of certain items or services. No Booking shall be treated as confirmed until the details and/or payment/deposit described in this paragraph have been provided.

We reserve the right to refuse or cancel bookings should we believe accepting the booking is to the detriment of the Hotel.

## **3. Charges**

The prices displayed on the Websites are an average per night per person until a rate is selected. Any meals, service or VAT (at the prevailing rate) are included only if specified. A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified. Once a rate is selected on the Websites, the total for your requested stay shall be displayed on the reservation summary.

The VAT breakdown shown is indicative based on the current rate of VAT, and the expected VAT treatment of the goods or services. VAT will be payable at the prevailing rate applicable at the tax point of the invoice or Booking confirmation issued, and may change depending on the actual rate and the VAT treatment of the goods and services purchased at that date.

## **4. Check-in/ Check-out Requirements**

In the interests of security and to prevent fraud, at the time of check-in, guests may be required to confirm their identity by providing their booking reference; their passport/identity card/driving licence and a valid credit or debit card which will be swiped in the presence of the card holder. If guests are travelling from outside the UK, Ireland or any country in the Commonwealth we are also obliged by law to require guests to provide the number and place of issue of your passport/identity card and details of their next destination.

These records will be kept for at least 12 months and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party over the age of 16 and we reserve the right to refuse entry to persons who cannot provide the information set out above.

Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 2.00 p.m. on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 10:30pm on the scheduled day of arrival unless otherwise agreed directly with the Hotel. Any

non-secured reservation will be held until 4.00 p.m. on the day of arrival at which time we will be entitled to re-let the room, unless the guest has notified the hotel of a late arrival.

On the day of departure we kindly ask all guests to vacate their rooms by 10.30am (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the Hotel.

Rooms are subject to maximum occupancy rules set by the Hotel. The occupier of the room must be known to the Hotel for fire and safety regulations, and have signed our registration form. We do not permit multiple guests to use a bed in rooms such as shift workers, or the occupier of a room to change without our consent or knowledge. If you would like further details please contact the Company or the Hotel.

## **5. Payment**

We accept the following methods of payment: credit cards: MasterCard, Visa; debit cards - Visa/Delta.

For advance purchase rates the card you booked with must be presented on arrival, along with the appropriate ID. Copies of ID may also be taken for any cash payments

At the time of check-in we may authorise the accommodation charges (room rate, VAT and any service charge) and anticipated incidentals for the duration of your stay against your credit/debit card. We may also choose to accept a deposit in place of payment card authorisation by another valid form of payment, including cash or cheque. This will be made clear on check in.

All outstanding charges must be paid for in full on check-out from the Hotel. Or arrangement made with your Company for payment. If the outstanding charges do not exceed the authorisation taken on check-in, the authorisation for the amount not utilised will be released, however, we cannot control how long it takes for your bank to effect such release. If staying for multiple nights at the Hotel we may require you to make payment for any outstanding charges on a more frequent basis during your stay.

## **6. Cancellation Policy and No Shows**

The cancellation policy is before 10am on the day prior to the day of arrival. If cancelled after this time, 1 nights stay will be charged for each room booked.

## **7. Changes or Cancellation by the Company**

Provided no T&Cs have been broken, Very occasionally we may need to cancel your Booking. In such circumstances you will be given a full refund but we shall have no further liability to you arising out of such cancellation. We will, however, use reasonable endeavours to try and re-locate any confirmed Booking cancelled by us to an alternative location to the Hotel.

Your booking is for a class of room in the Hotel and does not guarantee that you will be able to stay in a specific room or in the same room for the duration of your stay. If you have indicated a preference for a particular room we will endeavour to meet your requirements. However, we may need to allocate an alternative room to you for operational or safety reasons. If we need to move you to a different room during your booking for which a lower rate is available than the rate you booked at, we will refund you the difference in the rates.

## **8. Damage**

We reserve the right and you hereby authorise us to charge any credit or debit card details we have on record for any damage incurred to your room or the Hotel during your stay (including without limitation specialist cleaning, fire sensors) or for any items that are missing when you leave. The Hotel and staff reserves the right to cancel or decline bookings or events should there be any reason to believe the result of such booking may result in damage, either physical or to the reputation of the Hotel

## **9. Parking**

The Hotel has its own free car park, which is locked late in the evening and opened at 06.30am on Monday-Saturday and 7.30am on Sunday and bank holidays. Cars and their contents are left at the owner's/customer's

own risk. We do not accept responsibility for loss or damage (save as may not be excluded or restricted by applicable law).

#### **10. Hotel Events**

Please be aware that at certain times throughout the year some of our hotels may host weddings, events and parties, which you may feel would be an intrusion on your break. Please contact the Hotel directly in advance of your stay for further information.

All events are provisional until a booking contract is completed and agreed by both parties. The Hotel reserves the right to decline bookings or enquires should it be considered to the detriment of the Hotel or should it believe it is unable to fulfil its obligations or requirements for any enquiry (i.e Staffing / Menu / Drink requirements)

Should you wish to cancel or change your booking date no refunds will be given on any payments if less than 28 days from the date of event. The hotel reserves the right to change the agreement, at any time. The hotel will endeavour to give the client as much notice as is practical or possible of any changes.

All event bookings require a damages deposit as agreed by the Hotel management. The Customer shall be responsible for the orderly conduct of its guests. The customer shall ensure that its guests have regard to any regulations imposed by any competent authority, and that nothing shall be done which will constitute a breach of the law. The customer shall fully indemnify the Company against any claims or loss or damage arising as a result of breach of this clause. Damages deposits are refundable 24 hours post event should it pass without incident.

The Hotel reserves the right to cancel any booking forthwith and without any liability on its part, in the event of any damage or destruction of the Hotel by fire or any other cause. This includes any shortages of labour or food supplies, strikes, lock-outs or industrial action, or any other cause beyond the control of the Hotel which shall prevent it from performing its obligations in connection with any booking.

#### **11. Guest Behaviour**

Guests are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and respect for the property of the Hotel, its employees and guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Hotel, or cause offence to other guests or our members of staff. We reserve the right to refuse or cancel accommodation or services or remove you and members of your party from the Hotel if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

#### **12. Smoking / Drugs / Alcohol**

**Guests are not permitted to smoke in rooms or public areas within the hotel. Any guest found to be using illegal drugs will be asked to leave the premises. NO REFUND WILL BE GIVEN UNDER THESE CIRCUMSTANCES.** The Hotel reserve the right to refuse to serve alcohol to anyone it chooses. Any intoxicated person (s) causing a disruption or unsettling behaviour may be asked to vacate their room and as above no refund will be given.

#### **13. Keys**

All Room keys remain the property of the Hotel and are the guest's responsibility to look after and keep safe. Guest may leave their keys with reception when going out. Lost stolen or damaged keys are chargeable to the guests at a cost of £20 per key and may be taken from any card details the Hotel has recorded for the guest.

#### **14. Children**

All children (a person under 16 years of age) staying at the Hotel must be accompanied by an adult and must be supervised by an adult at all times.

Cots and extra beds are available at the hotel. However, these are limited and subject to availability. Additional charges may apply. Please check at the time of booking.

#### **15. Pets**

Guide dogs are accepted with prior arrangement, and other dogs may be accepted at the Company's discretion.

## **16. Personal Information**

Personal information is kept and destroyed by the hotel in accordance with the law

## **17. Force Majeure**

The Company accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## **18. Limitation of Liability**

The Company will not be responsible for the loss or damage of any property left in the Hotel other than as required under the Hotel Proprietor's Act 1956 and the Local London Authorities Act 2004.

The Company will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Company, its employees, contractor or agents or otherwise). The Company's total liability shall not exceed the value of the charges received by it under the Contract.

Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by the Company's negligence or liability for fraud or fraudulent misrepresentation.

## **19. Governing Law and Jurisdiction**

The Contract and any non-contractual obligations arising in connection with it are governed by English law.

The English courts have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations.

Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).

## **20. Web Site Information**

While all reasonable efforts have been taken to ensure the accuracy of information on the Websites, the Company does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the Websites without notice. Please note that in certain circumstances, generic photographic images have been used to represent the general style of a particular product or hotel.

The content of the Websites is the copyright of the Company, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.

## **21. Bar Area**

All bar staff have the right to refuse to serve alcohol to anyone who is causing a disturbance or using foul and abusive language

Trade marks used on the Websites are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third party sites.

The Websites are operated by the Company