



## **Terms & Conditions**

### **Contract**

These terms and conditions together with the tariff agreed with you for your stay at Chale Bay Farm constitute the contract between you, the "Guest" making the booking, and Clark Associates Isle of Wight LLP, trading as Chale Bay Farm ("us", "we", "CBF"). In paying a deposit (or otherwise confirming a booking in accordance with these Terms & Conditions) or signing upon registration you are agreeing to be bound by these terms and conditions.

### **Bookings and Booking Confirmation**

We accept bookings through our web site (and other online booking services), by telephone and by post. Bookings can only be accepted from someone aged 18 or over. A booking will be provisional until a deposit has been received by us from you and your reservation has been confirmed to you in writing by us, stating the dates of your stay and the agreed tariff. Bookings will be confirmed in writing by post and/or by email if you have supplied a valid email address. For the avoidance of doubt, communications from a third party such as an online booking agency do not qualify as a confirmation for the purposes of this clause even if they purport to be so. Note that if you have requested a specific room number we will note this as a request but reserve the right to reallocate your booking to a room of similar type for operational reasons.

### **Deposit**

To confirm a booking we require payment of a deposit. For bookings other than Non-Refundable Bookings (in which case the whole amount for the stay is payable in advance), this is equal to the value of the first night's stay or 10% of the charges due for the whole stay at the agreed tariff, whichever is the greater; or in the case of a Company having an approved credit account with us by providing a properly authorised and dated order with order number. We accept payment of the deposit by supported debit cards and credit cards. Any card used to pay a deposit must still be valid at the time of the stay. Account customers may additionally pay by bank transfer. In the event that a bank transfer is used then the booking will be secured and confirmed when cleared funds have arrived in our account. Note that cheques have long ceased being a guaranteed form of payment and are not accepted. The deposit is used to secure the booking and no part of it is refundable under any circumstances. You may wish to take out travel insurance to insure against its loss.

### **Non-Refundable Bookings**

Some Tariffs, normally in connection with a special offer or through a specific sales channel such as certain online booking agencies, are Non-Refundable. In this case the entire amount for the stay is payable in advance upon the booking being confirmed and is totally non-refundable. You may wish to take out travel insurance to insure against your possible need to cancel.

### **Cancellation Policy**

In confirming a booking with us you have contracted to buy services from us from a specific date and for a specific period of days. In the event you need to cancel a confirmed booking for a stay, for bookings other than Non-Refundable Bookings we shall make the following charges:

- Cancellation more than 15 days ahead of the stay: no cancellation charge (though the deposit used to secure the booking will not be refunded)
- Cancellation 15 days or less ahead of the stay or in the event of non-arrival: a cancellation charge equal to 100% of the total charges that would have been due for your entire stay.

In the event that you are a "no show" by 10pm (without prior notification of a late arrival) on the scheduled date of arrival we have the right to cancel the remainder of your stay. In this instance the cancellation charges above shall still apply. In case of cancelling only part of a stay the above charges will apply to the cancelled part of the stay and additionally if as a result of a partial cancellation the stay no longer qualifies for any special offer, deal or promotion, we shall have the right to adjust the price of the remaining part of the stay accordingly. Where a Booking is Non-Refundable you are liable for the entire cost of your stay regardless of whether you cancel or modify your booking at any time. You may wish to take out travel insurance to insure against your possible need to cancel.

### **Provisional Bookings**

Provisional bookings are bookings made for which a deposit has not been paid and/or which have not been confirmed by us. These will be maintained in our reservations diary for as long as reasonably possible, however will be cancelled in the event that demand for rooms makes this impractical. Where reasonably possible, but without obligation to do so, we will contact you to advise that we may have to cancel a provisional booking to give you the opportunity to confirm it, and/or to notify you that we have actually cancelled a provisional booking.

### **Tariffs and Pricing**

We display tariffs and pricing on our web site and other publicity materials or may quote them verbally in a variety of forms and will normally qualify the basis of the tariff, for example if it is on a per-person or per-room basis (and any age/occupancy qualifications as applicable). If not explicitly qualified to the contrary, quoted tariffs shall be on the basis of per room per night on the basis of a stated occupancy and include breakfast and VAT. Supplements may be chargeable where additional guests are accommodated above the stated occupancy. The tariff payable for accommodation will be the one agreed and shown in the booking confirmation (unless subsequently agreed and amended between you and us in writing). If for any reason a tariff is not agreed at the time of booking the tariff (together with any supplements) payable shall be deemed to be the prevailing Published Standard Tariff in force at the time of the stay. Any pricing information provided in response to telephone or email enquires is provided "E&OE" and we reserve the right to offer corrected pricing at the time of confirming a booking if a genuine error has been made.

### **Promotional Pricing and Special Offers**

The tariff and pricing payable may be modified by the application of Promotional Pricing and/or Special Offers and may be subject to additional terms and conditions which will normally be published in close conjunction with the promotion/offer. No Promotional Pricing and/or Special Offer may be used in conjunction with another unless explicitly allowed for in its specific terms and conditions. For the avoidance of doubt, Guests shall be entitled to Promotional Pricing and/or Special Offers for which their booking qualifies at the time of making the booking (not at the time of stay); this is especially relevant where last minute/late booking promotional pricing or other incentives are offered in order to sell un-let rooms; whether or not to extend such entitlement at the time of stay shall be entirely at our discretion or made explicit in the specific terms and conditions of the promotion/offer. Some promotions/offers terms may indicate that they must be "claimed" at the time of booking. This can be done by telephone, applying a valid, published coupon code on our online booking system or communicating the claim clearly to us in the booking notes of online systems or a receipted email to [reservations@chalebayfarm.co.uk](mailto:reservations@chalebayfarm.co.uk) contemporaneously with making the booking. Whether or not to extend the applicable entitlement if claimed non-contemporaneously with the booking shall be entirely at our discretion. We reserve the right to expire or withdraw an offer at any time.

### **Tariffs for Babies/Toddlers and older children**

Unless specified explicitly to the contrary, babies and toddlers aged 2 or below may be accommodated free in a travel cot; where a baby/toddler is accommodated free it is expected the parents/guardian shall supply the baby/toddler's food, otherwise a baby/toddler breakfast supplement shall be charged at the prevailing published rate. Supplementary charges apply to all children aged 3 and above in accordance with the rates in our Published Standard Tariff where they are in addition to the standard occupancy of the room booked.

### **Reduced Occupancy Supplements/Minimum Room Charges**

Unless specified explicitly to the contrary, for example in a promotional tariff, or excluded, for example during the school holidays, the minimum charge for a single adult in a double (or twin) room shall be the charge if occupied by two adults less £10 (including VAT). For reduced occupancy of a family suite (i.e. less than three people) the minimum charge shall be explicitly published. A baby accommodated for free shall be counted for the purposes of computing reduced occupancy (e.g. a single adult with a baby shall still be liable for the standard charges in a double room and two adults with a baby shall still be liable for the standard charges in a family suite).

### **Optional Items and Services**

We have many optional items and services available to enhance your stay that you may request at the time of booking and/or on arrival or during your stay with us, including, inter alia, travel-cots\*, stair gates\*, high chairs\*, DVD/Blu-Ray players, WiFi/internet access\*, mini-bar access, ironing equipment\*, disability aids\* etc. Items will be charged at the prevailing published price though many (marked above with an asterisk) are complimentary and therefore not charged for. We will use reasonable endeavours to fulfil the demand for requests for such optional items and services on a "first come first served" basis however provision is subject to the exact portfolio of items and services from time to time and actual availability at the time of your stay.

### **Check-in and Registration**

Normal check-in time is from 3pm to 6pm on your day of arrival unless otherwise agreed in advance (we can usually accept check-in up to 10pm). The guest responsible for making the booking (or another adult guest, in which case they shall become the guest responsible for the booking) is required to register, confirming contact details. International visitors will be required to confirm passport details. We reserve the right to make charges for check-ins after 10pm of £10 per hour or part thereof to cover staff costs.

### **Payment upon Check-out**

Normal check-out is by 11am on your morning of departure unless otherwise agreed in advance (we can usually accept check-outs up to 12noon fee-free by prior arrangement). Upon check-out we accept payment by supported debit cards, credit cards and cash Sterling (and in exceptional circumstances by bank transfer where the "faster payments service" is supported). Note that cheques have long ceased being a guaranteed form of payment and are not accepted upon check-out. We reserve the right to make charges for check-outs after 12 noon of £10 per hour or part thereof (£15 for a family suite).

### **Intermediate Payments**

We reserve the right to request intermediate payment of an account especially for longer stays and for guests wishing to pay cash. Where cash is used as a payment method we reserve the right to request photo identification (passport or driving licence) and at our discretion may require bills to be settled in advance of the stay or on a rolling basis ahead of each night's accommodation.

### **Late Payments**

Payment of any outstanding balance is due in full upon check-out (or in the case of a credit account in accordance with the credit terms agreed). In the event for whatever reason that payment is not settled when due we reserve the right to levy interest charges equal to the Lloyds Bank plc rate plus 8% per annum, pro rata for the period settlement is overdue.

### **Group Bookings**

We accept group bookings and can accept for accounts to be settled by the guests in individual rooms or by the Group Leader making the booking. An adult guest is required to register at check-in for each individual room (or on behalf of a room occupied solely by children aged 16 or 17) – for larger groups it is useful for us to know the name and contact details ahead of time for each room to avoid delays at registration. Even if the bill is to be settled on a room by room basis the Group Leader shall remain jointly and severally liable with the guests in the individual room(s) for any unsettled account (including accommodation fees and all and any other fees and charges that may be levied under these terms and conditions) for all and any rooms within the group booking.

### **Children Welcome**

We welcome well-behaved children of all ages in the majority of our rooms but require that they be kept appropriately supervised, remembering that many guests without children may not wish to be unduly disturbed and also to avoid preventable accident, injury or damage. Note that we require an adult (18 or over) to be staying in a room occupied by any child aged 15 or under. If a room is occupied solely by children aged 16 or 17, each occupant of that room shall be required to sign and abide by the "house rules" (copy available on request).

### **Pets**

We are sorry, but we do not accept pets. For the avoidance of doubt, we do not allow pets to be kept in cars overnight in the car park. Service animals are accepted (though we would appreciate prior notice).

### **Disability and Accessibility**

All of our rooms are on the ground floor (other than the upstairs part of family suites). We have widened doors on the Restaurant and one of our bedrooms to facilitate disabled (wheelchair) access and this bedroom also has a bathroom designed with accessibility in mind. Some disability aids are available upon request (and subject to availability) which include facilities to assist in the bathroom/toilet. All disability aids are available free of charge. Our full Accessibility Statement is available on our website or in writing by request. If you have a disability that means you feel that you cannot be bound by any particular clause or clauses in these Terms & Conditions you should apply to us in advance of your booking in order for us to consider whether a reasonable adjustment is warranted and can be made.

### **Stag and Hen parties**

We regret that we do not accept multi-room bookings for all male or all female parties where we reasonably believe the purpose of the stay is in connection with a stag or hen party.

### **Third Party Bookings and Activities**

We will be very happy to recommend and help arrange activities through third parties in connection with your stay including assisting with the booking of ferries, taxis and leisure activities. No package arrangement shall be implied, even in the event we handle the fee for the booking or activity, and your contract shall be with the third party and subject to their terms and conditions. No liability can be accepted by us for any failure, accident, loss or injury howsoever sustained in connection with a third party booking or activity.

### **Lost Property**

If we find property left or lost after your stay we will use reasonable endeavours to contact you about it or if we are unable to identify the owner we will keep it in lost property for one month before disposing of it or donating it to charity. We can forward items subject to the costs of delivery and, at our discretion, up to a £10 administration fee. We cannot accept responsibility for loss or damage in transit.

### **Complimentary Items**

We supply complimentary items for the guest rooms, which may include items such as beverages, condiments, shower gel, shampoo, conditioner, soap, vanity kits, shower caps, etc. You may freely use complimentary items during your stay and take partially used items home with you at the end of your stay if you wish. A complimentary item is something we make available at our expense and without charge to the guest in quantities we determine. This is different from it being "free". We reserve the right not to restock items during a stay if in our reasonable opinion they are being removed rather than used and to make reasonable charges for items requested to be restocked more frequently than daily.

### **Courtesy Items**

We supply courtesy items for the guest rooms. These include items such as beverage making equipment, hair dryers, audio-visual equipment and other optional items supplied during your stay and may also include items such as bathrobes. The USE of such items is complimentary, but not the items themselves and they may not be taken away, even where they are supplied to use free of charge. We may keep a stock of certain courtesy items for sale or can recommend where to buy them.

### **Problem Resolution**

If you have a problem during your stay, please let us know so that we can endeavour to resolve it as quickly as possible for you. Please do not attempt to rectify faults yourself, especially with regard to plumbing, electrical, TV tuning or other room devices.

### **Accidental Damage**

It is far more helpful to us to report accidental damage so we can rectify it for you and in time for the next guests. In the event of accidental damage to Chale Bay Farm property, please bring it to our attention as soon as possible. This especially applies to spillages as with the correct approach to cleaning the impact can be minimised. We reserve the right to charge for undeclared and especially concealed damage, including consequential loss in the event the room is not available or has to be discounted to compensate an incoming guest.

### **Internet and WiFi Use**

Where Internet and/or WiFi connectivity is provided, Guests may use it for the connection of their own computing equipment including laptops, smart phones and tablet computing devices. Guests shall not connect any router, switch nor access point, nor attempt to bridge one or more Chale Bay Farm network to another network. Guests shall not use the Internet and/or WiFi for any illegal purpose and shall not upload, download or stream any material that may be illegal within the UK or that might infringe another party's intellectual property rights. The WiFi password is confidential and changed periodically and available to guests on request. Guests shall not disclose the WiFi password. Guests may only plug into connections that are clearly marked for Guest access and must not attempt to plug their computing equipment into any network connections used by equipment provided by us. Guests may not connect any wireless device which re-broadcasts access to the network. We have taken reasonable steps to ensure that the Internet and WiFi systems are secure but guests should make sure that their computing equipment is adequately protected by appropriate firewall and anti-virus software. We reserve the right to block access from any device which in our reasonable opinion breaches these terms or is showing signs of having been compromised by a virus, worm or trojan. No responsibility is accepted for any loss or damage incurred by the connection of Guests' computing equipment to a CBF Network or WiFi connection. Free Access is limited to a "reasonable use" limit of 2GB per device per 24 hour period at up to 4Mbit download speeds (after which time access will be cut off). Power user vouchers are available to unlock "unlimited" data and higher speeds - reasonable use limit of 5GB per day applies. Although designed to a high specification the performance of the WiFi/internet link is dependent on concurrent use by other Guests and external contention and not warranted for any particular purpose and specifically no liability is accepted for any loss due to being cut off through exceeding the free allowance.

### **In-Room Telephone**

Where a telephone is provided in a guest room you shall be liable for all charges incurred in its use. The telephone tariff is published in the in-room guest information materials.

### **Car Parking**

Chale Bay Farm has a substantial car park. Car parking is at the owner's risk and no responsibility is accepted for loss or damage to vehicles or their contents. No coaches, caravans or commercial vehicles are permitted other than by prior arrangement.

### **Supported Payment Cards**

We presently support Visa, Maestro, Electron, Solo, Mastercard and American Express cards.

### **Published Standard Tariff**

This shall mean the Standard Tariffs, Supplements and other costs for optional and occasional items as published in our official price list within the premises reception office and web site. Should a discrepancy exist between these different forms of publication the version on display in the reception office at Chale Bay Farm shall take precedence.

### **VAT**

All prices on our web site and other information include VAT at the prevailing rate except for our business services which are quoted excluding VAT.

### **Data Protection**

You agree that we may keep information about you and your booking in electronic form on a computer and/or hard copy records. We will normally only ever use your data in connection with your booking. Unless you request otherwise we will from time to time send you information and offers from Chale Bay Farm which may be of interest for future stays. We may also note your preferred method for communication, for example, email, post, text message (SMS) or telephone. We will not sell or make your data available to third parties (save only that if the business is sold as a going concern you agree that the database including your data may be included as part of that sale and provided to our successors in the business). We may also provide your data to our professional advisors, for example in the process of dispute resolution. To opt out or to be removed from our database altogether you can write or email us with sufficient information for us to identify you in our database. We will only keep payment method details for the duration required to enable effective administration of each individual booking and stay, stored in encrypted form when kept on a computer system. CCTV is used in the bar/reception and entrance area and other areas of the premises for the safety and security of our guests, staff and their property. We are registered under the Data Protection Act 1998.

### **Safety Notice and Liability**

Chale Bay Farm is set in very pleasant surroundings and generally a safe place to be. However, it is a rural environment and we require guests to exercise common sense and to supervise children appropriately for the environment. Our Health and Safety Statement for the premises is available on request for further advice and guidance. Notices or physical barriers shall not be deemed a required substitute for the application of common sense. Where using supplied equipment for babies, toddlers and children, such as high chairs and stair gates, Parents/Guardians shall supervise the children appropriately at all times and be responsible for satisfying themselves that the equipment is suitable for the age range of the children, in a good state of repair and properly installed as applicable. We accept no liability for any accident, loss or injury howsoever caused.

### **No-Smoking Policy**

We have a totally no-smoking policy at Chale Bay Farm, which includes the guest bedrooms, bathrooms, guest patios and all indoor and outdoor public areas including the car park. Smoking of e-cigarettes is prohibited in guest bedrooms, bathrooms and all indoor public areas. In the event that we have reasonable cause to believe that there has been smoking in a guest bedroom (which can include smell alone) we shall charge a minimum of £100 to compensate us for the management and cleaning and ventilation. In the event that in our reasonable opinion the room is not lettable (or the room is rejected by a new guest) as a result of smoking and pending deep cleaning we further reserve the right to charge all lost revenue to the guest responsible for the booking for that room. Note that in our experience it can take from four to seven days to return a room that has been smoked in to lettable status, so guests breaching this policy should expect charges of several hundred pounds in total. We reserve the right to terminate the stay of any guest who we believe has smoked in a guest room immediately and without compensation. In the event that disregarding the non-smoking policy activates a smoke sensor causing the main fire alarm to go off, you shall be liable for all resultant consequential loss.

### **Drinks not purchased at Chale Bay Farm**

As licensed premises, we would prefer you to buy drinks from us, but appreciate that some guests will want to bring in drinks from elsewhere to consume in their rooms. We would like guests to have the maximum flexibility to enjoy their stay and therefore, unlike many establishments, we do NOT charge "corkage" providing that the drinks are consumed in the privacy of guest rooms. We reserve the right to charge "corkage" of £1 per alcohol unit, 50p per 330ml beverages on drinks not purchased from us, which are consumed in public areas. We also reserve the right to charge for items such as wine coolers and ice buckets with ice, where requested to accompany drinks not bought from us. It is not permitted to store drinks purchased from elsewhere in the mini-bars and doing so contrary to this term we reserve the right to make a chargeable service with items charged in accordance with the tariff shown on the in-room mini-bar menu.

### **Mini-Bars**

Where a mini-bar is provided, it is intended for the storage and display for sale of drinks and snacks provided by us and we reserve the right to remove any other items stored there (though we won't generally remove in-date perishable items without discussion). It is not provided for general use as a fridge and overloading a mini-bar normally results in its temperature rising above levels deemed safe for the storage of perishable items. Please do not modify the temperature settings of the mini-bar as setting it too cold can cause drinks to freeze and their cans or bottles to explode. Please do not store medical items in the mini-bar without prior consultation with us. No alcohol from mini-bars is to be consumed by persons under 18. Storing items not provided by us in the mini-bar contrary to this term we reserve the right to make a chargeable service with items charged in accordance with the tariff shown on the in-room mini-bar menu.

### **Hot Takeaway Food in Guest Rooms**

We request that cooked foods, especially takeaways, are not consumed in the guest rooms as many leave a lingering smell that may be offensive to subsequent guests and spillages can cause stains to bedspreads, valances and soft furnishings which are difficult or even impossible to remove. In the event that in our reasonable opinion the room is not lettable (or the room is rejected by a new guest) as a result of food-stained bedspreads, valances and/or soft furnishings that require replacing and/or the lingering smell of cooked foods we reserve the right to charge all resultant costs and lost revenue to the guest responsible for the booking for that room.

### **Reasonable Standards of Behaviour**

Guests shall not create a nuisance to other guests or neighbours through for example excessive noise, playing of loud music, offensive language, drunkenness, smoking where smoking is not permitted or other behaviour which a reasonable person might find offensive, and anything which in our reasonable opinion might be incompatible with our obligations as a licensed premises. We reserve the right to terminate the stay of any such guest immediately and without compensation. We request that any guest who has been materially offended by the actions of another guest to bring it to our attention as early as possible rather than to leave it until the end of the stay in order that the matter can be addressed appropriately if required. This clause applies regardless of whether other guests or non-residents are present and regardless of whether or not a complaint has been made.

### **Occupancy by Unregistered Persons**

Rooms may only be occupied by the number of persons registered. This is particularly important in case of the event of a fire. If we find a room to have been occupied by more than the number of persons registered we reserve the right to charge the guest responsible for the booking for the additional occupancy at the prevailing Published Standard Tariff.

### **Exclusive Occupancy**

In the event that an arrangement for exclusive occupancy of the property is agreed this shall not entitle you to any additional rights other than that we shall not let the rooms not required by your party to other guests, and if we have also agreed with you an arrangement for exclusive use of the public areas, we shall not open those areas to non-residents between 3pm on your date of check-in and 11am on your date of check-out. You shall only be entitled to access those guest rooms required to accommodate your party as recorded at the time of Registration. No provision of these Terms and Conditions shall be waived unless agreed specifically in writing and for the avoidance of doubt this especially applies to terms and conditions relating to the accommodation of persons not registered, accommodation of children under 16, No-Smoking Policy, consumption of alcohol, Hot Takeaway Food and Reasonable Standards of Behaviour.

### **Representation of Information about Chale Bay Farm by Us**

We shall use reasonable endeavours to provide current and accurate information on our web site and in response to telephone and email enquiries. All such information including pricing information is provided "E&OE" and we reserve the right to offer corrected information and pricing at the time of confirming a booking if a genuine error has been made. Specifically where a room is described as having a "sea view", you accept this is a view towards the sea, the quality of which may be adversely affected by weather conditions including for example mist, fog, sea fog, drizzle, snow and low overcast. Where the quality of any view is negatively affected by weather this shall not be grounds for a reduction in room rate or compensation.

### **Representation of Information about Chale Bay Farm by Third Parties (and Booking Online)**

From time to time third parties may represent information about Chale Bay Farm on the Internet and in print. Where we do not have a current commercial arrangement with a third party we may have no control over the representation of the information and shall have no liability whatsoever for information about Chale Bay Farm made available through that party or decisions made based on it. Where we have a current commercial relationship with a third party we shall use reasonable endeavours to supply them with accurate information about Chale Bay Farm, though we may have limited direct control of the way the information is presented and they may sometimes edit or abridge information for space or editorial reasons, which may include omitting the detailed terms of prices and offers, or we may have to provide the information to fit into a restrictive template. In the event of any discrepancy the relevant information on our own web site shall be the authoritative source. This especially applies to the representation of any special offers and their specific terms. Our Terms & Conditions and specific offer terms shall always take precedence over any terms or offer or representation made by any third party in the case of any discrepancy and we shall not be bound to honour any price, deal or offer other than in accordance with our terms for that price, deal or offer. It is common practice for online booking agencies to offer incentives such as "nothing to pay now" and "free cancellation" without reference to us, and many such phrases relate to the fact that you do not have to pay THEM anything and that THEY will not charge you for a cancellation. Online travel agencies may also imply that your reservation with us is "guaranteed" or "confirmed"; your reservation is only "guaranteed" or "confirmed" when we have confirmed it in accordance with these Terms & Conditions, and this is particularly the case if the online booking agent has not passed us enough information to sufficiently authenticate your identity and/or the validity of your payment details. Please note that our Deposit and Cancellation policies apply to all bookings regardless of the medium or channel through which they are made; in addition, some online booking agencies sell our rooms on a Non-Refundable rate. Where a rate is Non-Refundable it means that you are liable for the entire cost for your stay regardless of whether you cancel or modify your booking at any time.

### **Misrepresentation by You**

There is a growing trend for guests to misrepresent the nature of their booking, especially where guests are booking via online booking agencies. This includes misrepresentation by omission. This often takes the form of misrepresenting the ages of children or the number in the party. If you are unable to book online for the correct number of people in your party online the chances are that is because the room cannot accommodate that number of people or supplements apply. In such cases you should contact us in advance of making the booking to see if we can accommodate you – it is insufficient to add extra guests to the online booking notes. Please note that not all of our rooms accommodate children or extra beds. We reserve the right not to accommodate unexpected guests at check-in even if that leaves you no option but to not take up the reservation. In the event it comes to light that you have misrepresented any element of your booking with us we reserve the right to cancel your booking, even if that misrepresentation only comes to light at the time of check-in. Our Deposit and Cancellation policies apply in the event of a cancellation under this clause and additionally where applicable we may bill you any commission payments unrecoverable from your online booking agent in the event of such a cancellation.

### **Miscellaneous Provisions**

For the avoidance of doubt, the unavailability or malfunction of any complimentary item, courtesy item, optional item or service, including free items and services, shall not be grounds for a reduction in the tariff due. Daily Housekeeping is included within the room rate and bed linen changes are either every two days or every three days depending on duration of stay unless clearly dirty. We reserve the right to remove decorative soft furnishings including cushions and bedspreads if they are damaged or have spillages on them, and not replace them for the remainder of your stay. Courtesy items as well as room soft furnishings fixtures and fittings remain our property and we reserve the right to charge for such items which are found to be missing or damaged at the end of a stay, and for more expensive items, especially electronic equipment, may deem their removal theft and involve the appropriate authorities. In the case of accidental damage we reserve the right to charge for the damage if we feel that it could reasonably have been avoided, and especially if we discover undeclared damage after a stay. For the avoidance of doubt we consider damage caused by children through lack of supervision, including for example drawing on walls and picking threads in soft furnishings, staining of fabrics, towels, bedspreads and soft furnishings through careless use of hair dye or takeaway food consumption as avoidable. The guest responsible for the booking will be deemed liable if the person who caused the damage is unable to pay the charges. In the event we have reasonable cause to believe the damage was deliberate we reserve the right to terminate the guest's stay with immediate effect and without compensation as well as involving the appropriate authorities if applicable. By signifying your agreement to these Terms and Conditions you hereby grant us the right to use any payment information already held by us in connection with your stay in the recovery of any sums due under or as a result of any breach of these Terms & Conditions including billing cancellation charges and warrant that you will not issue any chargeback request in respect of any sums so charged.

### **Force Majeure**

In the event we are prevented from performing our obligations under this contract due to circumstances outside of our control including but not limited to fire, flood, explosion, earthquake, subsidence, landslip, coastal erosion, tidal wave, war, hostilities, acts or threats of terrorism, riot, vandalism or breach of these Terms & Conditions by a previous guest our maximum liability to you shall be limited to the repayment of any sums already received from you in connection with your stay for any untaken part of your stay. In the event you are staying with us at the time a force majeure event occurs, you shall still be liable to us for any unbilled charges that have been reasonably accrued prior to the force majeure event including payment for days already stayed.

### **Law and Severability**

This Agreement shall be governed by and construed in accordance with English law. If any provision of these Terms and Conditions shall be found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect. Any failure by us in the provision of any single part of the services contracted shall not be deemed grounds for failure of the whole contract.

### **Version**

These Terms and Conditions are version V19\_20170501 effective 1<sup>st</sup> May 2017.