### **Watersmeet Hotel Terms and Conditions**

Bookings at the Watersmeet Hotel are subject to the following terms and conditions.

Your contract is with Watersmeet Hotel Limited (Company Number 00465066) a company registered in England with its registered office at Watersmeet Hotel, Woolacombe, North Devon EX34 7EB (referred to below as the "Hotel").

## **TERMS AND CONDITIONS**

# 1 CONFIRMATION OF BOOKING

- 1.1 A booking is considered "definite" when confirmed by the Hotel. Confirmation will usually be in the form of an email. However, the Hotel reserves the right to confirm a booking over the telephone or by post.
- 1.2 A booking is only "confirmed" after a deposit has been received.
- 1.3 The deposit for the Hotel is £25 per person per night or £150 per person per week.
- 1.4 The hotel will not accept liability for any booking in the event of an inaccurate rate published on any internet site.
- 1.5 Vouchers cannot be refunded once purchased.

## 2 ARRIVAL AND DEPARTURE

- 2.1 Check-in is from 3pm on the date of your arrival.
- 2.2 If you anticipate arriving after 10.30pm, you must advise the Hotel prior to your arrival.
- 2.3 Check out time is 11am on the morning of your departure. Late departure from the room is only permitted with prior management agreement for an agreed extra fee.

### **3 RESTAURANT HOURS**

- 3.1 Breakfast is served from 8am until 10am every day.
- 3.2 Dinner is served from 7pm until 8.30pm every day.
- 3.3 The dress code for the restaurant in the evening is of smart wear.
- 3.4 Children under eight years of age are not permitted in the fine dining restaurant in the evening.
- 3.5 We serve a Children's Tea at 6pm for children up to the age of 14, but request that you please call the Hotel prior to arrival to arrange this.
- 3.6 Cold suppers are available for late arrivals but please contact the Hotel in advance to order.

### 4 SMOKING

Smoking is not permitted in the Hotel.

# 5 PETS

Pets are not permitted in the Hotel (but are in the grounds only)

### 6 KEYS

Keys must be handed in to reception upon check-out. Keys lost by any guest will result in an additional charge of £75.00.

### 7 CHILDREN

Children remain the responsibility of the parent or guardian at all times whilst staying at the Hotel. Attention is drawn to the provisions of clause 15.

### **8 CAR PARK**

The Hotel takes reasonable measures to ensure a safe car park, but reminds guests that the Hotel accepts no liability for damage or theft caused to your vehicle whilst parked at the Hotel.

# 9 ACCESSIBILITY

The Hotel has wheelchair access.

### **10 CANCELLATIONS**

- 10.1 In the event of cancellation by you, deposits are non-refundable. Guests are strongly recommended to obtain holiday insurance for their bookings.
- 10.2 If guests find it necessary to cancel or cut short their confirmed booking within a period of 8 to 14 days prior to their arrival an apartment charge of 90% of the holiday cost will be due. For cancellation within a period of 7 days up until the day of arrival then the full cost of the holiday is then due.
- 10.3 Christmas and New Year Bookings: If you find it necessary to cancel or cut short your confirmed booking within a period of 28 days up until the day of arrival, the full holiday cost will be due. You are advised to take out appropriate insurance to cover you in the event of cancellation.

# 11 AMENDMENTS

To amend or cancel your booking, please call the Hotel directly using the number stipulated on the website. Charges may apply in accordance with clause 10 above.

# 12 PAYMENT

- 12.1 The applicable deposit (in accordance with 1.3 above) will be charged to your credit or debit card at the time of booking.
- 12.2 All additional goods and services purchased during your stay must be paid in full on presentation of invoice at check-out.
- 12.3 Please note a surcharge of 3% will be added to all credit card payments. No charge is made for debit card payments.

# 13 CONDITIONS OF STAY

The Hotel reserves the right to terminate your booking immediately without being liable for any refund or compensation where guests engage in unacceptable behaviour that causes a disturbance or nuisance to other guests.

### 14 COMPLAINTS

The Hotel attempts to deal with complaints as speedily as possible. Complaints must be addressed to a member of staff immediately and given sufficient opportunity to rectify the situation to your satisfaction. If you are still not satisfied, the complaint will be escalated appropriately.

## 15 LIABILITY

- 15.1 Other than for death or personal injury caused by the Hotel's negligence or misrepresentation, the Hotel's total liability to you is limited to the price of the booking and to the fullest extent permitted by law. All warranties are excluded and in no circumstances will the Hotel be responsible for any indirect or special damages.
- 15.2 The Hotel will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control. You are responsible for any damage or loss caused to the Hotel or the Hotel's property by your act, omission, default or neglect and you agree to indemnify the Hotel and to pay to the Hotel on demand the amount reasonably required to make good or remedy any such damage or loss.

## 16 DATA PRIVACY

The Hotel is committed to protecting (i) the privacy of its customers; and (ii) the confidentiality of the information provided to it by customers. Your personal details will not be sold on or passed on to third parties.

### 17 RELAXATION OR WAIVER OF TERMS & CONDITIONS

The Hotel may relax or waive any of these terms and conditions without prejudicing its right to strictly enforce them subsequently.

# 18 ENTIRE AGREEMENT AND GOVERNING LAW

All bookings will be on these terms and conditions together with any other terms set out in the Hotel's confirmation of booking. No other terms or conditions will apply. These terms and conditions and our contract with you will be subject to English law, and the exclusive jurisdiction of the English courts.