

1 Introduction & Contract

1.1 These are the terms and conditions that apply when you make a hotel reservation with Portobello Starboard Limited (referred to as 'we', 'us', 'our') at a Portobello property located in the UK using our website or telephone booking service. By completing any reservation with us you will be confirming your acceptance of these terms and conditions. If you do not understand any of the information in these terms and conditions or would like further information, please contact us on the details below.

1.2 The Contract

1.2.1 The contract ("the Contract") is formed between you and us when we issue you with a reservation number for your room(s) and extras (if applicable). No booking will be binding on us until we issue you with a reservation number. The Contract will be governed by these Terms and Conditions.

1.2.2 Any party that is not a party to the contract between us does not have any right to enforce any of these terms or conditions.

1.2.3 By requesting a booking, you warrant that: (a) You are legally capable of entering into binding contracts; and (b) You are at least 18 years old;

1.2.4 Any costs payable as a result of smoking or damage caused by any member of a party, or unpaid charges for services will be charged to the person who made the booking for that party.

1.2.5 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. Any outstanding balances due will be charged to this card on the day of departure.

1.2.6 All of our hotels adjoin pubs. Please note you may be able to hear noise from the pubs in your room. This may include loud music. Please refer to the Website or ask at the relevant member of staff for specific details on any noise and environmental issues at a particular hotel.

1.2.7 These terms are applicable to all bookings including those made through 3rd party channels and suppliers, in addition to any booking terms applied by those channels and suppliers.

2 Reservations

2.1 To make a reservation with us, please follow the instructions on our website or call/email us on the contact details for a particular hotel. To make a reservation with us, you must be at least 18 years of age. If you have any queries about making a reservation or require further information, please do not hesitate to contact us.

2.2 To secure your reservation with us, you will need to provide your credit or debit card details. We use a secure payment gateway system and accept all major payment types including Visa, MasterCard and American Express.

2.3 Please check that the details of your reservation are complete and accurate before you confirm your reservation. If you think that there is an error in your reservation or if you require any changes to be made to a confirmed reservation, please contact the hotel concerned to discuss the matter as soon as possible. To the extent permitted by law, we shall not be liable for any delay or non-performance of your reservation if you provide us with incorrect information.

2.4 We will confirm our acceptance of your reservation by sending you an email to the email address that you provide during the reservation process. The contract between us for the provision of your room and any additional services added to your reservation will be formed when you receive email confirmation from us. If you do not receive email

confirmation from us within 24 hours of making your reservation, please contact us.

2.5 If you book 5 rooms or more at the same hotel it will be classed as a "Multi-Room Booking" for which additional terms apply.

2.6 Multi-Room Bookings require a 50% non-refundable deposit at time of booking and full balance of payment at least 35 days prior to arrival.

2.7 Multi-Room Bookings made within 35 days of arrival date require 100% non-refundable deposit payment at time of booking.

3 Room prices

3.1 Our room prices fluctuate based on season and demand; therefore, we shall give you a total price for the rooms and number of nights you have requested as at the date when you make the reservation request. The price you will be liable to pay is the price quoted to you at the time you make your reservation.

3.2 Room prices are per room, per night and are inclusive of VAT at the applicable rate at the time of your reservation. If the rate of VAT changes between the date of your reservation and the date of your stay, we have the right to adjust the rate of VAT that you are liable to pay to us. If you have already paid for the reservation in full before the change in the rate of VAT takes effect, then you will not be liable to pay us for the increased rate of VAT on your reservation.

3.3 Breakfast and other items may or may not be included in your room price depending on the rate plan or package booked. Please check your reservation for details or contact the relevant hotel if you are unsure of your reservation details.

4 Occupancy of rooms

4.1 Each of our hotels are unique and as a result our rooms may vary in character, size and in the number of guests that can be accommodated. It is your responsibility to verify the details of a room when you request a booking to ensure that it meets your requirements. All our rooms have a maximum occupancy that must not be exceeded.

4.2 Children under 18 years of age are not permitted to stay in a hotel unless a parent or guardian is also staying in the same hotel. If a guest arrives at a hotel and is under 18 years of age, then the guest will not be permitted to stay alone.

4.3 We may require photo identification as proof of age and if the guest is unable to present this at the property, then we may have to terminate the reservation without refund. Acceptable forms of identification are a passport, driving licence, ID card or police warrant card.

5 Accessibility

5.1 Some of our properties may have rooms specially adapted for customers with disabilities. Please contact the property in question to find out more details about accessibility and facilities in advance of making your booking.

6 Special requests

6.1 Although we will try to accommodate special requests, all rooms are subject to availability and we cannot guarantee that we will be able to accommodate any special requests

7 Paying for your room

7.1 Payment terms may vary depending upon the rate plan or package booked and the policy applied.
For bookings made on our 'Flexible Policy' the full balance becomes due after the cancellation free period ends.
Balances due, less any deposits paid, may be taken using the card provided with the booking any time after the cancellation free period up to when the guest arrives at the hotel.

7.2 Payment may be made to us by: cash or major credit/debit card. The expiry date of your debit/credit card must be later than the final day of your stay with us. Please note that we do not accept cheques as a valid form of payment.

7.3 If an 'Advance Purchase or Non-Refundable' rate plan or package is booked, the total cost of the reservation will be charged at the time of booking using the card provided with the reservation details and is strictly non-refundable. Once the booking has been confirmed, it cannot be amended or changed in any way (including but not limited to change of date, room type, hotel etc.). In the event of cancellation or the guest not arriving 100% penalty will apply.

8 Cancellation

8.1 Any booking fees or credit card charges are non-refundable.

8.2 If you wish to amend or cancel a Flexible policy booking, you must make these changes or cancellation via the original source of your booking by 12:00 midday 48 hours before the confirmed date of arrival. Unless otherwise notified at the time of booking, and subject to clause 9, we will refund any payment made in respect of such booking.

8.3 If you fail to cancel your Flexible policy booking in accordance with clause 10.2 we will charge you for the total value of the booking.

8.4 If you do not check-in and fail to cancel your Flexible policy booking by 12:00 midday 48 hours before the date of arrival, we reserve the right to treat your booking as cancelled in full and 100% penalty will apply. Payment for any penalty due will be claimed against the card used to complete the booking.

8.5 All Advance Purchase or Non-Refundable policy bookings are strictly non-refundable and cannot be amended in any way. If an Advance Purchase or Non-Refundable reservation is cancelled a 100% penalty will apply and no refunds will be given.

8.6 If your Advance Purchase or Non-Refundable reservation is for more than one night and you shorten your stay, no refund will be given.

8.7 If your Advance Purchase or Non-Refundable reservation is for more than one night and you fail to check-in at the Hotel prior to midnight on the specified arrival date, the remainder of your booking will be cancelled in full, and 100% penalty will apply.

8.8 We reserve the right to cancel or change your booking at any time. If this does arise you can:

- (a) accept the changed arrangements as notified;
- (b) make an alternative arrangement with us; or
- (c) cancel your reservation and receive a full refund of any monies paid as soon as reasonably possible.

9 Your right to cancel

9.1 You may cancel your reservation if you have booked a 'Flexible Policy' rate plan or package at any time by following the same source/channel of your original booking. If you cancel your reservation more than 48 hours of the date of arrival with us (based on GMT time), you will not be liable for a cancellation charge. If you cancel your reservation with us within 48 hours of the agreed date of arrival (based on GMT time), you will be liable to us for a 100% penalty cancellation charge equal to the value of your total stay and any ancillary items that have been organised with the hotel.

9.2 'Advance Purchase or Non-Refundable Policy' bookings are non-refundable and non-transferable. You are able to cancel the booking but 100% penalty will apply and no refunds will be given.

10 Our right to cancel

10.1 Your breach

10.1.1 If you breach our terms and conditions or fail to pay us when you are required to do so, we may cancel your reservation at any time with immediate effect by giving you written notice (which includes email). Your statutory rights will be unaffected.

10.2 Events outside our control

10.2.1 To the extent permitted by law, we do not accept any liability arising out of any occurrences beyond our control including but not limited to acts of god, flooding, drought, earthquakes or other natural disasters; epidemics or pandemics; terrorist attacks, civil wars, nuclear, chemical or biological contaminations; collapse of buildings, fire, explosions or accidents; any labour or trade disputes, strikes, industrial action; war, riots, theft or emergency evacuations (together known as a "Force Majeure Event"). If a Force Majeure Event occurs meaning that we are unable to make your room available to you, we will contact you to let you know as soon as possible and:

- if you have already paid for your room, we will refund your full payment to you as soon as reasonably possible
- if you have not yet paid for your room, you will not be liable to make any payment to us.

10.2.2 Save as set out above and to the extent permitted by law, we will not be liable or responsible to you for any failure to perform, or delay in performance of, any of our obligations that is caused by a Force Majeure Event.

10.2.3 Your statutory consumer rights shall not be affected.

11 Arrival and Departure

11.1 You can register and check-in from 4.00pm local time on your booked arrival date.

11.2 You must check-out and vacate your room by 11.00am local time on your departure date. If you fail to check-out by 11.00am, then we will make an additional charge for one night's stay for the applicable room(s).

11.3 If you wish to arrange a late check-out, subject to availability, you may book in advance at an additional charge. You must advise us at the time of check-in or before if you wish to arrange this.

11.4 All guests are required to complete a registration form and will be asked to provide proof of identity and nationality upon check-in. Overseas guests, excluding Republic of Ireland and Commonwealth citizens must provide their identity card / passport details. Acceptable forms of identification are a passport, driving licence, ID card or police warrant card.

12 Our expectations of you

12.1 Our hotels are strictly non-smoking. This includes all rooms and internal areas of the property. In the event that you or any member of your party smoke in a room(s) or anywhere in the building we reserve the right to charge you, as the person making the booking, a minimum of £150.00 to cover cleaning costs and any loss of service.

12.2 If you, or any member of your party, damage any bedding or linen, we reserve the right to charge you a minimum of £100.00 for specialist cleaning. If specialist cleaning is unsuccessful, we reserve the right to charge you, as the person making the booking, the full replacement cost of any replacement bedding or linen.

12.3 If you or any member of your party cause damage or loss of any kind to the property, other guests, or their property, you, as the person making the booking, will be responsible for that damage or loss and you

shall be liable to pay to us on demand the amount required to make good or remedy such damage or loss. All damage must be brought to our attention immediately.

12.4 Guests shall comply with all reasonable House Rules and Procedures in effect at the Hotel, including but not limited to health and safety and security procedures and statutory requirements as to registration.

12.5 The Hotel reserves the right to refuse a guest entry and accommodation if, on arrival, management reasonably considers that the guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.

12.6 The Hotel reserves the right to require a guest to leave if he/she is causing a disturbance, annoying other guests or Hotel staff or is behaving in an unacceptable manner.

13 General

13.1 The contract

13.1.1 The contract formed when we confirm your reservation is between you and us. No other person or third party shall have any rights to enforce any of the terms and conditions of the contract between you and us.

13.2 Your rights

13.2.1 If you are an individual consumer you have certain statutory consumer rights. If any of these terms and conditions conflict with any statutory right or the law changes and your statutory rights change, then your statutory consumer rights will prevail over these terms and conditions. Please see the following link for further information on your statutory consumer rights: www.gov.uk/consumer-protection-rights

13.3 Privacy & Security

13.3.1 We are committed to protecting your privacy. Please see our privacy policy which is available at www.westowhouse.co.uk/privacy or details of how we process your personal information.

13.4 Waiver

13.4.1 If you breach these terms and conditions and we do not take action or delay in taking action this will not prevent us from taking steps against you at a later date.

13.5 Disclaimer

13.5.1 Our website is provided to you without any representation, endorsement or warranty of any kind, express or implied (by law or otherwise), including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement. All such implied terms and warranties are excluded. Specifically, we do not warrant: (1) that any functions on the website will be uninterrupted or error free; (2) that any defects which may occur will be corrected; or (3) the accuracy of our website. The exclusions and limitations contained in this clause apply only to the extent permitted by law.

13.6 Liability

13.6.1 We accept full liability for any fraud, fraudulent misrepresentation, death or personal injury caused by our negligence or that of our employees, agents or subcontractors. We exclude to the fullest extent permitted by law any liability for failure to meet any of our obligations where such failure is due to a Force Majeure Event.

13.6.2 If we breach these terms and conditions for reasons within our control, we shall only be liable to the extent permitted by law, for losses that are direct losses and a reasonably foreseeable consequence of such breach. We shall not be liable for any losses incurred which are not caused by a breach of these terms and conditions or our failure to comply with our duties under applicable law.

13.6.3 Where we are liable to you and to the extent that all losses are not subject to maximum liability as prescribed under the Hotel Proprietors' Act 1956, our total liability to you shall not exceed the daily rate of your reservation.

13.6.4 The limitations and exclusions in this clause shall not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

13.7 Applicable law and jurisdiction

13.7.1 These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. All disputes arising from them shall be submitted to the exclusive jurisdiction of the English courts (subject always to any rights you have as a consumer to bring actions in the courts of your own jurisdiction).

13.8 Changes to these terms and conditions

13.8.1 We reserve the right to cancel, amend or vary these terms and conditions at any time without prior notice to you. You should therefore check our terms and conditions each time you make a reservation.

13.9 Severability

13.9.1 If any of these terms and conditions should be deemed to be invalid, illegal or otherwise unenforceable by reason of law then, to the extent and within the jurisdiction in which that term or condition is found to be illegal, invalid or unenforceable, it shall be severed and deleted and the remainder of the terms and conditions shall survive, remain in full force and effect, and shall continue to be binding and enforceable.

13.10 Special offers and Promotions

13.10.1 We may from time to time advertise on our website or otherwise notify you of special offers and promotions in respect of which payment is due in full at the time of booking and is non-refundable. Where this is the case, we will notify you at the time of booking.

13.11 Relocation

13.11.1 In the unlikely event that hotel does not, for any reason have the required number and types of rooms available as per the Booking, hotel reserves the right to relocate the Client to an alternative hotel of a similar standard. The extra and reasonable accommodation expenses incurred for equivalent accommodation (for the first night only) shall be at hotel's discretion, which will normally be exercised in favour of the Client, be borne by hotel. The acceptance of this obligation (which will not release the Client of the obligation to pay the hotel the relevant Charges) shall be in lieu of all other liabilities or obligations, which are hereby expressly excluded.

13.12 Complaints

13.12.1 If you wish to make a complaint you can do so by contact the Hotel Manager at the specific site. Your statutory rights will be unaffected.

13.13 Contact us

13.13.1 If you require further information or have any questions regarding our website or these terms and conditions, then please email or write to us at:

Westow House
79 Westow Hill
Crystal Palace
London
SE19 1TX
Email: westow@portobellobrewery.com
Tel: 0208 670 0654