

THE CARDINALS HATT

RESTAURANT – BAR – HOTEL – FUNCTIONS

Accommodation Terms & Conditions

The following Terms and Conditions apply to all bookings made on our website, in person, over the phone or via email. We kindly ask that you take a moment to read them prior to making a Booking.

1. Definitions

1. “Company” or “we” means The Cardinals Hatt operating under Roods Logistics (UK) Limited (company no SC046004) whose registered office is at The Cardinals Hatt, Callington Road, A388, Hatt, Saltash, Cornwall, PL12 6PJ
2. “Booking” means the booking for accommodation, functions and/or any other services or items made with us.
3. “Contract” means the Booking and these Terms, and any other terms and conditions stated to apply to the Booking. The contract is formed when we confirm your reservation between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
4. “Hotel” means the premises for which your Booking is made.
5. “Terms” means these terms and conditions.
6. “Website” means www.thecardinals-hatt.co.uk or any other website owned or operated by us.
7. “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

3. Charges

1. The prices displayed on the Website 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 Website, the total for your requested stay shall be displayed on the reservation summary.
2. 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.
3. Price lists for additional items, such as restaurant meals and drinks list are on display at relevant locations within the Hotel and are available on request

4. Check-in/ Check-out Time

1. 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 and their passport/identity card/driving licence. 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.

2. Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 16:00 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 23:59 on the scheduled day of arrival unless otherwise agreed directly with the Hotel. Any non-secured reservation will be held until 21:00 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.
3. On the day of departure we kindly ask all guests to vacate their rooms by 10:00 (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.
4. Rooms are subject to maximum occupancy rules set by the Hotel. If you would like further details please contact the Company or the Hotel.

5. Payment

1. We accept Visa or MasterCard, but we do not currently accept Diners or American Express.
2. We do not accept Cheques.
3. BACS payments can be made by arrangement.
4. All outstanding charges must be paid for in full on check-out from the Hotel unless credit facilities are arranged in writing at time of booking.
5. The Hotel may take payment any time after booking.

6. Cancellation Policy & No shows
The cancellation policy varies according to the rate that is booked. Please refer to the individual full rate descriptions given at booking.

1. For rates marked as "Flexible Rate" - These are cancellable without charge up to 12:00 local time on the day prior to your arrival. Cancellation and non-arrival charges apply after the relevant time and will be charged to the credit/debit card supplied at the time of booking. We reserve the right to charge for one night's accommodation per room booked if the above cancellation requirements are not met.
2. For rates marked "Advance Rate" - We require full prepayment for the entire stay at the time of the Booking and this is non-refundable and the Booking non-changeable. Prepayment is charged to the credit/debit card supplied at the time of the Booking. Cancellation or non-arrival will result in the forfeiture of the prepayment.

7. Changes or Cancellation by the Company

1. 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 similar in standard to the Hotel.
2. 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 use our reasonable efforts to honour this preference. 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 your credit or debit card for any damage incurred to your room or the Hotel during your stay (including without limitation specialist cleaning) or for any items that are missing when you leave.

9. Accessibility

1. All of our rooms are situated at ground level. Some of our rooms have completely step free access, while others have a small step (Approximately 10-15cm) to access the room.
2. The public areas of the Hotel are all wheelchair friendly.
3. Please contact reception on 01752 845888 to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate your needs.

10. Leisure

The Hotel does not currently offer any leisure facilities.

11. Parking

Car parking is free for guests. 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).

12. Events

Please be aware that at certain times throughout the year 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.

13. 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 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.

14. No Smoking

Smoking is strictly prohibited in all of our rooms and public areas. Smoking outside is only permitted in the designated smoking area. If evidence of smoking is found in any of our rooms then we reserve the right to charge a £150 cleaning fee and for any loss of business incurred by the Hotel.

15. Children

1. 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.
2. Cots and extra beds are available. However, these are subject to availability and an additional charge of £10 per night is applicable. Please check at the time of booking.

16. Expectations of you and your guests

You must not;

1. bring any potentially dangerous or hazardous materials or equipment onto our premises.
2. use any electrical appliances that may set off the fire alarm system, such as toasters, mini cookers or portable grills;
3. tamper with any fire alarms or emergency equipment;
4. remove, damage or destroy any our property;
5. use our Wi-Fi to download or access any unlawful or obscene material; or
6. cause unreasonable disturbance to our other guests or any staff.

17. Pets

We allow well-behaved dogs in a selection of our Hotel rooms at a charge of £10 per night. Any damage caused will be chargeable. If dogs cause a nuisance to other customers then we may have to ask you to make alternative accommodation arrangements. We also welcome pets in to our bar area.

18. Personal Information

1. Personal information given to the Hotel at time of booking is used to process your booking and is strictly confidential and is not shared with any third parties.
2. By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

19. 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.

20. Limitation of Liability

1. 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 (a copy of the notice under such Acts is displayed in the reception of the Hotel) or any other applicable law.
2. 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.
3. 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

21. Governing Law and Jurisdiction

1. The Contract and any non-contractual obligations arising in connection with it are governed by English law.
2. The English courts have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations.
3. 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).

22. Web Site Information

1. While all reasonable efforts have been taken to ensure the accuracy of information on the Website, 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 Website without notice. Please note that in certain circumstances, generic photographic images may be used to represent the general style of a particular product or the hotel.
2. The content of the Website 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.
3. Trademarks used on the Website are the property of the respective owners. Hyperlinks to third party website are provided for your convenience. We cannot accept responsibility for the content or use of third party sites.
4. The Website is operated by The Cardinals Hatt

23. Group Bookings

These terms are only applicable to group bookings (where the number of guests exceeds 12)

1. Resale
You and the members of your group must not resell or transfer your reservation (or any part of it) nor advertise market or otherwise offer any of our rooms for sale either on its own or as part of a combined offer. We will not honour any reservations made in this way and do

not accept any liability for doing so. If you are a Tour Operator and wish to book rooms at our hotel then please contact info@thecardinals-hatt.co.uk

2. Damage

If you or your group cause damage to the hotel, causes harm to other guests or damage their property, or otherwise breach any of these terms and conditions, The Cardinals Hatt reserves the right to: cancel your reservation with immediate effect and (if appropriate) eject you from the premises; retain all sums paid by you and/or charge you the full amount of your reservation; and/or refuse future reservations from you and/or refuse you entry or accommodation at our hotel. The company is not liable for any refund or compensation in such circumstances.

3. Cancellation

1. Cancellation of the whole booking, to avoid incurring charges, written notification of cancellation must be received by The Cardinals Hatt no later than 28 days prior to arrival.
2. If a booking is cancelled less than 24 hours before check in then the full cost of the booking will be charged.

4. Provisional Numbers

Are required 28 days prior to arrival. Special agreement can be made to hold an agreed number of additional rooms until the final numbers are received no later than 14 days prior to arrival. These additional rooms held will not be subject to cancellation charges if released no later than 14 days prior to arrival. Cancellation charges will, however, be payable in respect of all other rooms cancelled within 28 days of arrival.

5. Group

Contract

A group contract will be issued and must be signed (or an email acknowledgement of acceptance of these terms) and returned within 14 days of confirmation of the booking, the contract will reflect the group booking conditions.

6. Final named rooming list

To be received no later than 14 days prior to arrival.

7. Credit

Credit facilities may be available at the hotel's discretion to existing customers if certain conditions are met.

8. Non-Credit Customers

1. Will be required to pay a deposit of 40% to the hotel no later than 42 days prior to arrival. This will be based on the full allocation of rooms held at that stage and on receipt of the hotel's pro-forma invoice.
2. Balance of payment is due to the hotel based on final invoice no later than 7 clear working days(excludes bank holidays and weekends) prior to arrival. The hotel reserve the right to cancel a reservation if payment is not received by the due date in which case cancellation charges as set out below will be payable.
3. Cancellation for non-credit cleared clients: any deposit paid will be refunded in full if written notification of cancellation of the whole booking is received no later than 29 days prior to arrival.

9. Substantial changes and cancellation by the client

1. A "substantial change" means a change of date, a change to duration of stay or a reduction in the number of rooms by 25% or more of the rooms originally booked.
2. Any substantial change to or cancellation of a booking must be notified verbally and then in writing, notice of cancellation or substantial change will only be effective on the working day that it is received in writing by The Cardinals Hatt reception. A working day is any day Monday to Friday other than public holidays in England.

3. For all cancellations and substantial changes notified within 28 days of arrival, the hotel is entitled to charge a fee of 100% of the full cost of the first night's arrangements (including all meals based on the allocation held prior to cancellation) or, for non-credit clients, retain the deposit paid if greater.
4. Where any change or cancellation changes the number of group members, the hotel will recalculate the cost of the arrangements and re-invoice you accordingly.

10. Clients Responsibility
Any special requirements must be notified as soon as possible, including any special dietary requirements. They are not guaranteed unless specifically confirmed by the hotel in writing.

11. Free Place
The Cardinals Hatt does not offer a 'free place' policy unless otherwise agreed with the General Manager in writing.

12. Rates

1. Group rates apply to a minimum of 12 full paying guests. If numbers fall below 12, unless previously agreed, hotel has right to amend prices accordingly.
2. Rates are net and are inclusive of service and VAT at the current rate.
3. Dinner consists of a three course, three choice table d'hote menu with tea or coffee.

13. Porterage
The Hotel does not offer porterage unless otherwise agreed in writing.

14. Children
Maximum of 2 up to & including age of 15 stay half price, when sharing with 1 full paying adult on a room only basis, unless previously agreed. Any meals should be paid for as taken.

15. 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.

16. Hotel's Liability
The hotel does not accept responsibility for loss of or damage to any items of value (including but not limited to cash, jewellery and electronic items such as laptops, cameras and phones). The hotel is entitled to rely on the limitations of liability for lost or damaged property contained in the Hotel Proprietors' Act 1956. Where applicable, the hotel's maximum liability for lost or damaged property is limited to £50 per item and £100 per guest.

17. Check In/Out
Check in to the hotel must be after 16:00 on day of arrival and check-out before 10.00 on day of departure unless otherwise agreed by the Hotel.

18. Corkage
No wines, spirits, food or beverage may be brought into the Hotel or grounds by you or on your behalf for consumption on the Hotel premises unless the prior consent of the Hotel has been obtained, for which a charge will be made.

19. Complaints
In the event that you have any reason to complain, or suffer any kind of injury or illness whilst at the hotel you must immediately inform the hotel. Any verbal notification must be put in writing and given to the hotel within 48 hours giving your booking reference and full

details of your complaint, illness or injury. No liability can be accepted if you fail to notify the complaint or claim entirely in accordance with this clause (this provision does not apply to any personal injury claim arising from the hotel's negligence).

20. Behaviour

1. You accept responsibility for any damage or loss caused by any member of your group. Full payment for any such damage or loss must be paid direct at the time to the hotel.
2. The hotel is entitled to exclude or remove any guest who causes damage, danger or distress or otherwise behaves in an inappropriate manner.

24. Your Rights

1. If you are a non-business customer you have certain rights under consumer protection legislation. Nothing in these terms and conditions is intended to affect those rights.
2. We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.
3. We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control.
4. If we breach these terms and conditions for reasons within our control we shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach.
5. We shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any indirect or consequential losses including:
 1. loss of income, sales or revenue
 2. loss of business
 3. business interruption
 4. loss of profits or contracts
 5. loss of anticipated savings
 6. loss of data
 7. loss of reputation and/or goodwill
 8. wasted management or office time
6. Where we are liable to you (save as prohibited by applicable law) our maximum liability to you whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of your reservation unless the Hotel Proprietor's Act 1956 applies, in which case our liability will be limited to the maximum prescribed under that Act.

25. Severability

If any part of these terms and conditions is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by us to enforce our rights or remedies under these terms and conditions or otherwise shall not be construed as a waiver by us of those or any other rights or remedies.