

1. Introduction

These are the terms and conditions that apply when you reserve a room at Northgate House Hotel. By completing the booking process this is your confirmation of your acceptance of these terms and conditions.

We reserve the right to amend these terms and conditions at any time and you should therefore check them each time you make a reservation. The terms and conditions applying to your reservation will be those in place on the date that you make your reservation.

2. Reservations

You must be at least 18 years old to make a reservation. Those under 18 years old are not permitted to stay in our hotel unless a parent or guardian is also staying in the hotel. See section 5 “Occupancy” below for details of permitted guests under your booking.

You will need to provide your credit or debit card details to secure your reservation. Northgate House Hotel accepts Visa and MasterCard to secure a reservation. Alternatively, where the feature is enabled, you may choose to pay for your online reservation at the point of booking using Apple or Google Pay.

Please check that the details of your reservation are complete and accurate before you confirm your reservation. We will not be liable for any delay or non-performance if you provide us with incorrect information.

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 this email confirmation from us.

If you think that there is a mistake in your reservation or if you require any changes to a confirmed reservation, please contact us to discuss. For more information on cancellation, please see section 10 Cancellation, below.

3. Group reservations

For bookings of 5 or more rooms please call our team directly on 01364645630 as these bookings come with different terms and conditions.

4. Room prices

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 may adjust the rate of VAT but the price you pay will remain the same.

You may pay for breakfast and selected extras at the same time as paying for your room. If you have breakfast and selected extras as part of your reservation and the rate of VAT changes between the date of your reservation and the date of your stay, we may adjust the rate of VAT, but the price you pay will remain the same. All other meals and extras must be paid for separately.

5. Occupancy

The maximum room occupancy is two adults. Z-beds can be added to rooms with a £10 per room, per night charge. Children aged 16 or 17 years will be permitted to stay in separate room(s) under the responsibility of the parent or guardian and the parent or guardian must also stay in the hotel at all times the children are within the hotel. Children under 16 must not be left alone in any parts of the hotel without their parent or guardian present. You must not exceed the maximum occupancy for the room allocated to you. We reserve the right to conduct checks on occupancy and compliance with these terms.

Those under 18 years old are not permitted to stay in our hotel unless a parent or guardian is also staying in the hotel. We reserve the right to request valid photographic proof of identity and age, so please bring this with you and ensure all guests under your booking bring identification, otherwise where requested you and/or your guests will not be permitted to stay.

6. Accessibility

Some of our rooms are adapted for extra accessibility; if you require these rooms please book a “disabled access” room and for any assistance with this please call our team.

7. Special requests

Although we will try to accommodate special requests, all rooms are subject to availability and requesting specific room numbers cannot be guaranteed. Only a small number of our rooms have a view of the Abbey, therefore we cannot guarantee that your room will have this view.

8. Meals

Meals are not included in the room price and should be paid in the restaurant after the meal, or on check out. You may add breakfast when you make your reservation, this is an optional extra which is separate to the room reservation.

9. Paying for your room

If you have not paid for your room and any extras added to your booking in full at the time you make your reservation, you will need to pay on departure. When booking a room please double check whether the payment is taken at the time of booking or at the

hotel; if the payment is to be taken at the hotel this will not be automatically taken and should be paid on, or before, check out by the payment methods below.

Payment may be made by cash, credit/debit card (excluding American Express) or gift voucher. Apple Pay or Google Pay may also be used for bookings made online and paid for at the hotel, provided this feature is enabled on your device. The expiry date of your debit/credit card must be later than the end of your stay. We do not accept personal cheques, business cheques or family discount cards.

10. Cancellation

Your right to cancel

Room bookings may be cancelled free of charge 48 hours before the arrival date. If you cancel your reservation before 48 hours on the day of arrival and have paid for the room in advance by debit/credit card or Apple/Google Pay, a full refund will be processed to the same debit/credit card normally before 9am the next working day though it may take a few days for the funds to reach your account. A cancellation reference will be given and should be retained as proof of cancellation.

If you cancel a reservation after 48 hours before arrival date (including any "no show") and have not already paid for the room in advance you will be charged a cancellation charge equivalent to one night's total accommodation per room booked. A cancellation reference will be given and should be retained as proof of cancellation. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service.

If you decide to shorten your stay you must inform reception at the hotel that you are staying in by 10am UK time on the day you wish to check out. You will be charged for that night stay, but any future nights will be refunded/cancelled free of charge. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service.

The first night of any booking made on the day is non-refundable in the event of a cancellation (including any "no show").

Our right to cancel

Your breach

We may cancel your reservation at any time with immediate effect by giving you written notice (which includes email) if:

- you do not pay us when you are required to do so; or
- you breach the contract between us in any way; or
- you have previously breached the contract between us in any way.

If we cancel your reservation where you are at fault, we reserve our legal rights in respect of your breach of contract. Where your stay had/has not yet commenced, the total payment made or to be made by you for such room shall be deemed a cancellation charge and is not for any service.

Events outside our control

We may also cancel your reservation if an event outside of our control (including industrial action, explosion, outbreak of disease, health and safety issues, fire, flooding, and failure of power and/or water supplies or emergency evacuation) means that we are unable to make your room available to you. In this case 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 payment to you; or
- if you have not yet paid for your room, you will not have to make any payment to us.

Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control. This does not affect your statutory rights.

your stay, the nights for which you wish to claim a refund and the reason(s) why you did not have a great night's sleep on each of those nights.

Refunds will be made to the debit/credit card you used when you paid for your room and are usually processed within 14 days. You will be asked to confirm receipt of your refund.

11. Arrival and departure

Check-in time is from 4pm and check-out is by 11am.

If you think you're likely to arrive after 11pm, please let us know in advance.

Rooms must be vacated by 11am on the day of departure. Failure to leave your room by this time may result in a late check-out charge of up to one night's additional accommodation charge.

12. Northgate House Hotel Expectations of you, and your party

You must not:

- be threatening or abusive to any of our team before, during or after your stay;
- smoke anywhere inside any premises. This includes the smoking of e-cigarettes. Permitted smoking areas will be identified on site.
- engage in any unlawful activity during your stay (e.g. taking an illegal substance);
- cause any health and safety hazard to any of our team members or any of our guests;
- bring any pets onto the premises, with the exception of pre-booked dogs;
- bring any potentially dangerous or hazardous materials or equipment onto the premises;
- use any electrical appliances that may set off the fire alarm system, such as toasters, mini cookers or portable grills;
- tamper with any fire alarms or emergency equipment;
- utilise rooms to store items (personal or otherwise) which could cause damage to the room, or be a risk to the health and safety of staff or property;
- prevent management, housekeeping and/or maintenance staff from access to your room(s) as and when required, with housekeeping permitted full access at least once every two days;
- remove, damage or destroy any property;
- use any of the technology provided by us to download or access any unlawful or obscene material; or cause unreasonable disturbance to our other guests or any staff.

If you or your group cause damage or loss of any kind to the hotel, 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 on demand the amount required to make good or remedy such damage or loss. For the avoidance of doubt, if the team requests that you or any member of your group are to leave the hotel following a breach of these terms and conditions, you will also be liable to pay us on demand all costs associated with such removal.

If you or your group cause damage to the hotel, other guests or their property, or otherwise breach any of these terms and conditions, we reserve the right to:

- cancel your reservation with immediate effect and (if appropriate) eject you from the premises;
- cancel key cards;
- restrict access to the hotel;
- remove your items from the room and hotel, disposing of such items (at no cost and no liability) to a local charity to the extent such items are not collected from us within 7 days of removal;
- 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 any of our hotels.

We will not be liable for any refund or compensation in such circumstances.

We reserve the right to decline or cancel reservations made and stays in progress by those who have previously breached these terms and conditions (as may be updated from time to time), whether the reservation is in that name or not.

13. General

We reserve the right to:

- change your room allocation at any point during your stay for any reason; or
- cancel any booking(s) due to health and safety concerns or full or partial closure of the hotel. In the event we have to cancel your booking(s) we will attempt to notify you and a full refund will be processed to the same debit/credit card, though it may take a few days for the funds to reach your account.

The contract

This contract formed when we confirm your reservation is 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.

Your rights

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.

Our liability

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.

We do not accept liability for failure to meet any of our obligations where such failure is due to events beyond our reasonable control.

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.

Save as prohibited by applicable law, 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:

- loss of income, sales or revenue;
- loss of business;
- business interruption;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of reputation and/or goodwill; or
- wasted management or office time.

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.

Applicable law

These terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by and construed in accordance with English law.

If you are a consumer you and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any claim arising from, or related to, your reservation and/or stay at our hotel. We retain the right to bring proceedings against you for breach of these terms and conditions in your country of residence or any other relevant country. If you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

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.

All rights not expressly granted in these terms and conditions are reserved.

14. Contact us

If you require further information or have any questions regarding our website or these terms and conditions, then please call us on 01364645630 or email accommodation@buckfast.org.uk