

HOTEL 52

Terms & Conditions

The following Terms and Conditions apply to all bookings made on this website. We suggest that you familiarise yourself with them prior to making a Booking.

In these Terms and Conditions the following definitions apply:

Definitions

“Booking” means the reservation, of accommodation, functions and/ or any other services, made with us.

“Client” means you the customer, making the Booking (also **“You”** or **“Your”**)

“Company” means Maxima Developments Limited trading as Hotel 52.

“Deposit” means a minimum of 10% of the total payment due in relation to the Booking.

“Hotel” means Hotel 52.

“Online Reservation” means a Booking made via the website.

“Reservation Confirmation Email” means an email sent to you following booking online confirming details of your Booking.

“Terms” means the terms and conditions herein.

“Website” means www.hotel52.co.uk or any other website operated by us relating to the Hotel.

“VAT” means value added tax.

Bookings

These Terms are between and shall bind the Company (**“we”**, **“us”** and **“our”**) and you the Client who books accommodation at the Hotel through one of the websites such as www.hotel52.co.uk or Booking.com. References to **“client”**, **“you”** or **“your”** are references to the person making the booking and all members of the accompanying party.

Any Booking is subject to the Terms herein. These terms and conditions and our Reservation Confirmation Email contain the entire agreement between us and you and forms the basis of your agreement with us so please read them carefully. Nothing in these terms and conditions affect your usual statutory rights.

The payment facilitator used by us on your Booking will be **Stripe Payments UK, Ltd**, which is registered in England and Wales under company number **08480771** and has its registered office at 9th Floor, 107 Cheapside, London, EC2V 6DN.

Making your Booking

There are two ways in which a Booking can be made by you. Either you can:

- (i) book accommodation with us by making the payment specified in the quote provided to you via the Website or email (the “**Quote**”). The Booking shall be made and these Terms shall be effective once the Deposit or full payment has been received by us and you have received a Reservation Confirmation Email; or
- (ii) issue us with a booking request via the Website and pay the full payment or Deposit for the accommodation. The Booking shall be made and these Terms shall be effective when we have received the full amount payable or the Deposit in relation to the Booking.

If the Quote or Online Reservation requires that you:

- (i) make a payment in full, then you must pay the full amount for the Booking by the due date stated; or
- (ii) pay a deposit (the “**Deposit**”) followed by a balance payment (the “**Balance**”), then you must make both payments within the specified time periods.

Please note it is our usual policy to take payment in full in relation to all Bookings and the taking of a deposit to secure a Booking will be at our sole discretion.

You should carefully check the details of the Quote or Online Reservation before making any payment regarding your Booking, as well as the confirmation email and inform us immediately of any errors or omissions.

Paying for your Booking

We accept the following methods of payment: credit cards and debit cards – Mastercard, Visa/ Delta and Visa/ Electron.

If using a debit/credit card to book in advance, the card you booked with must be presented on arrival, along with the appropriate ID.

At the time of check-in we will authorise the accommodation charges (room rate, VAT and any service charge) and may authorise anticipated incidentals for the duration of your stay against your credit/debit card. We may also choose to accept a deposit in place of payment card authorisation by another valid form of payment, including cash or cheque.

During your stay we will calculate the incidentals charged to your room on a daily basis. If the cost of those incidentals exceed the authorisation taken on check-in, further authorisation will automatically be requested and if such authorisation is not available, we may request another method of settlement or a deposit to be provided, failing which we reserve the right to restrict access to your room.

All outstanding charges must be paid for in full on check-out from the Hotel. If the outstanding charges do not exceed the authorisation taken on check-in, the authorisation for the amount not utilised will be released, however, we cannot control how long it takes for your bank to effect such release. If staying for multiple nights at the Hotel we may require you to make payment for any outstanding charges on a more frequent basis during your stay.

Cancellation Policy

Cancellations made less than two (2) days prior to the arrival date will incur a 100% charge. If the room you are booking is labelled as non-refundable, non-cancellable or similar, all cancellations will incur a 100% charge, regardless of the date in which the cancellation is requested.

Amend your Booking

If you need to amend your Booking you must write to us at Hotel 52, 52 South Parade, Whitley Bay NE26 2RQ or email us on info@hotel52.co.uk as soon as possible with your request. We will endeavour to accommodate your request, however please take note of the Cancellation Policy above which may still apply.

If we cancel or amend your Booking

We would not expect to have to make any changes to your Booking once it is agreed between you and us, but sometimes problems occur and we do have to make alterations or, very occasionally, cancel Bookings.

If this does happen, we will contact you as soon as is reasonably practicable and inform you of the cancellation or the change to your Booking. If we cancel your Booking, we will refund you any fees you have already paid. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

Check-in/ Check-out Requirements

Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 2.00p.m. 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 11:59pm on the scheduled day of arrival unless otherwise agreed directly with the Hotel. Any non-secured reservation will be held until 4.00p.m. 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.

On the day of departure we kindly ask all guests to vacate their rooms by 11am (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.

Your Obligations

You agree to comply with the regulations set out in any welcome book or Hotel publications and any other regulations reasonably specified by us from time to time and ensure that they are observed by all members of your party.

You agree not to cause any damage to the walls, doors, windows or any other part of the Hotel nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring rooms.

You agree to take all necessary steps to safeguard your personal property while at the Hotel.

You cannot allow more people to stay in your room than expressly authorised, nor can you significantly change the makeup of the party during your stay. We will treat any of these circumstances as a cancellation of the Booking by you and we shall be under no obligation to refund you for any fees already paid to us in those circumstances. Any refund will be at our sole discretion.

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.

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 we shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

Complaints

Every effort has been made to ensure that you have an enjoyable and memorable stay. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact us if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve problems properly unless we are promptly notified. Discussion of any criticisms with us whilst you are in residence usually enable any shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example, regarding preparation or heating of the room) cannot possibly be investigated unless registered whilst you are in residence at the Hotel. If any complaint cannot be resolved during your stay, you must write to us or email us with full details within 28 days of the end of your Booking.

Limit of Liability

Our maximum liability for losses you suffer as a result of us acting in breach of these Terms is strictly limited to the amounts received by us in relation to your Booking. We shall not be liable for any losses which are not a foreseeable consequence of us breaching these Terms.

Losses are foreseeable where they could be contemplated by you and us at the time your Booking is confirmed by us.

Your Booking is made as a consumer for the purpose of a stay and you acknowledge that we will not be liable for any business losses howsoever suffered or incurred by you.

For the avoidance of doubt, the Hotel shall not be liable to you or responsible for:

- any failure in relation to any payments due to the failure of a payment solution provided by a third party; and
- the rejection of any payment of yours by a third party payment solution provider.

This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

Law and Jurisdiction

These Terms (including any non-contractual obligations arising under or in relation to these Terms) between you and us are governed by the law of England and Wales and we both agree that any dispute, matter or other issue which arises between us will be exclusively dealt with by the Courts of England and Wales.

Miscellaneous

You may not transfer your Booking or any rights and responsibilities under these Terms to any other person, without our prior written consent.

If at any time any part of these Terms are held to be unenforceable for any reason under any applicable law, that part shall be deemed omitted and the enforceability of the remaining parts shall not in any way be affected by that omission.

These Terms and our confirmation email contain the entire agreement between us and you relating to the Booking and shall supersede any previous agreements, arrangements or discussions between you and us, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between you and us prior to receiving the confirmation email except as expressly stated in these Terms. Neither you nor us shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into these Terms (unless such untrue statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided in these Terms.

We will not be in breach of these Terms, or otherwise liable for any failure or delay in performance, arising from any circumstances beyond our reasonable control including, without limitation, flood, fire, explosion or accident.

Linen Charges

Please see below a list of prices for linen in your room, should any items go missing you will be charged accordingly.

ITEM OF LINEN	
PILLOWCASE	£ 1.50
OXFORD PILLOWCASE	£ 2.00
SINGLE SHEET	£ 6.00
DOUBLE SHEET	£ 7.00
KING SHEET	£ 9.00
SUPERKING SHEET	£ 10.00
SINGLE DUVET COVER	£ 10.00
DOUBLE DUVET COVER	£ 14.00
KING DUVET COVER	£ 17.00
SUPERKING DUVET COVER	£ 18.00
FACE CLOTH	£ 1.00
HAND TOWEL	£ 3.50
BATH TOWEL	£ 6.00
BATH SHEET	£ 8.00
BATH MAT	£ 6.00
BATH ROBES	£ 30.00

Alternative Charges

Please see below a list of prices for any damages in your room, should any of these occur you will be charged accordingly.

DAMAGE	
OFFENCE	£100
SOILED BED	£100
VOMIT ON CARPETS OR BED	£100
SMOKING	£15 PER KEY
LOST KEY	£50
FOOD & DRINK SPILLAGES	£50 - £250 DEPENDING ON ITEM
FURNITURE BREAKAGES	£20 PER HOLE INCREASING IN PRICE DEPENDANT ON SIZE
HOLES IN WALLS / DOORS	£50
EXCESS CLEANING	£100