

Plymouth Central Hotel Terms & Conditions

1. Introduction

These are the terms and conditions that apply when you reserve a room at Plymouth Central Hotel located in UK using one of our digital channels (such as website, mobile site, or 3rd party agent).

You will be asked to confirm your acceptance of these terms and conditions when you make a reservation.

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

Additional terms apply to your use of digital channels whether you make a reservation through them. These are published on the relevant digital channel.

2. Reservations

To reserve your room please follow the instruction on the website, mobile site, or app (as applicable).

You must be at least 16 years old to make a reservation.

You will need to provide your credit or debit card details to secure your reservation Plymouth Central hotel accepts Visa and MasterCard, to secure a reservation.

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 our 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 120 Cancellation, below.

3. Group Reservations

A reservation of ten rooms or more is considered a group booking

4. Room Prices

Plymouth Central Hotel adopts dynamic pricing, and the price of our rooms fluctuates based on demand. When you make a reservation request, we will give you a total price for the rooms and number of nights you have requested. The price you pay is the price quoted to you at the time you make your reservation. Payment in full is required fall all bookings at the time of booking. Please see section 10 Cancellation for full rate restrictions.

Meals (Continental Breakfast) and other extras are not included in the room price but you may be able to add them to your reservation during the booking process or they may be available to you during your stay. 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 extras must be paid for separately.

5. Occupancy

The maximum room occupancy is two adults in our standard rooms. Family rooms can accommodate two adults and up to four children (under the age of 16) subject to room type availability. You must not exceed the maximum occupancy for the room allocated to you. We reserve the right to conduct checks on occupancy. Occupancy is not transferable.

Children under 16 are not permitted to stay at Plymouth Central 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 otherwise where requested you will not be permitted to stay.

6. Accessibility

Plymouth Central Hotel has rooms which are specially adapted for guests with disabilities.

7. Special Requests

Although Plymouth Central Hotel will try to accommodate special requests, all rooms are subject to availability.

8. Meals (Continental Breakfast)

Meals are not included in the room price

You may add breakfast when you make your reservation. Children under 3 years eat free, children 3 years to 12 years eat at half price.

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 arrival.

Payment may be made by cash (with proof of identification, or credit/debit card (Visa, MasterCard, Maestro and Electron) The expiry date of your debit/credit card must be later than the end of your stay. We do not accept personal cheques or discount cards. Rooms may be paid for by business cheque, however Plymouth Central Hotel must receive all business cheques at least three weeks before the arrival date.

10. Cancellation

Your right to cancel

If you cancel a reservation after 2pm UK time on the day of arrival (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 and for any meals and other extras booked for the first night of your stay (for example breakfast (the following morning) and ultimate Wi-Fi as applicable). 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 by 12 noon UK time on the day you wish to check out, otherwise you will be charged a cancellation charge equivalent to once nights total accommodation per room booked and for any meals and other extras booked for the following day. 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 after 2pm UK time on the day of arrival and the cost of any meals and other extras booked for the following day is non-refundable in the event of a cancellation (including any 'no-show')

Standard rate room bookings may be cancelled within 24 hours of making a booking or 2pm on the day of arrival where a booking is made less than 24 hours prior to this. If you cancel your reservation with the cancellation period a full refund will usually be processed to the same debit/credit card the next working day, however 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. After the cancellation period the whole reservation becomes fully non-refundable including any associated meals or additional extras. Such cancellation charge is to compensate the hotel for the late cancellation and is not for any service.

Bookings amended greater than 24 hours from making a booking are outside of the cancellation period and are fully non-refundable, and remain non-refundable despite any amendments to the booking (for example, irrespective of the amended date of stay no cancellation period applies). You can amend a booking outside of the cancellation period up until 2pm UK time of the day of arrival provided that:

- (i) The amended booking is on a like for like basis (same rate type, same number of rooms and type of rooms, and the same stay duration)
- (ii) The first night of the amended booking is to occur within 12 months of the date you were first due to arrive (subject to availability)
- (iii) Any subsequent amendments to the date of your booking are again within 12 months of the arrival date of your original booking (for example, if the arrival date of your original booking was 1st November 2020, irrespective of how many times you amend the booking the first night of your amended stay must always occur on or before 31st October 2021)
- (iv) If the total value of the new stay is less than the original booking pre-payment, any difference is forfeited.
- (v) If the total value of the new stay is more than the original booking pre-payment, the remaining balance is payable and payment in full is required at the time of amendment.

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

- (i) You do not pay us when you are required to do so
- (ii) You break 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 its 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:

- (i) If you have already paid for your room, we will refund your payment to you
- (ii) 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 not no affect your statutory rights.

11. Arrival and Departure

Rooms are available from 2pm.

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

Rooms must be vacated by 12 noon on the day of departure, Failure to leave your room by this time may result in a late check-out charge.

12. Plymouth Central Hotel expectations of you (and your group)

You must not:

- (i) Smoke anywhere inside our premises. This included the smoking of e-cigarettes. Permitted smoking areas will be identified as outside of the premises 5 meters away from the building. Smoking on the premises outside of the designated smoking area will result in a **£200.00** fine.
- (ii) Cause any health and safety hazard to any of our team members or any of our guests.
- (iii) Bring any pets onto Plymouth Central hotel premises, except for assistance dogs.
- (iv) Bring any potentially dangerous or hazardous materials or equipment onto Plymouth central Hotel premises
- (v) Uses any electrical appliances that may set off the fire alarm system, such as toasters, mini cookers, or portable grills.
- (vi) Tamper with any fire alarms or emergency equipment
- (vii) Utilise Plymouth Central Hotel rooms to store items (personal or otherwise) which could in the sole opinion of Plymouth Central Hotel cause damage to the room or be a risk to the health and safety of staff or property.
- (viii) Prevent Plymouth Central Hotel management, housekeeping and or maintenance staff from access to your room(s) as and when required by Plymouth Central Hotel with housekeeping permitted full access at least once every two days.
- (ix) Remove damage or destroy any Plymouth central Hotel property.
- (x) Use any of the technology provided by Plymouth Central Hotel to download or access any unlawful or obscene material or cause unreasonable disturbance to our other guests or Plymouth central hotel staff.

COVID-19 (also referred to as Coronavirus) you must immediately notify us to the extent you or anyone staying with you (or on your reservation) is:

- (i) Self-isolating
- (ii) Should be self-isolating pursuant to Government guidelines.

In any event Plymouth Central Hotel reserves the right to cancel any reservations (before or during the stay) to the extent is for self-isolation. If you or your group cause damage 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 Plymouth Central hotel on demand the amount required to make good or remedy such damage or loss.

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 Plymouth Central Hotel room for sale either on its own or as part of a combined offer. Plymouth Central Hotel will not honour any reservation made in this way and does not accept any liability for doing so.

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

- (i) Cancel your reservation with immediate effect and (if appropriate) eject you from Plymouth central Hotel Premises
- (ii) Cancel key cards
- (iii) Restrict access to the hotel
- (iv) Remove your items from the room and hotel, disposing of such items (at our cost and no liability) to a local charity to the extent such items are not collected from us within 7 days of removal
- (v) Retain all sums paid by you and or charge you the full amount of your reservation
- (vi) Refuse future reservation from you and or refuse you entry or accommodation in the future.

Plymouth Central Hotel will not be liable for any refund or compensation in such circumstances. Plymouth Central Hotel reserves 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:

- (i) Change your room allocation and or hotel location at any point during your stay for any reason
- (ii) Cancel any bookings 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.

Your Information

We will keep your personal data safe and secure in line with the GDPR regulations. By providing information about you and your booking group, when making a reservation, 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.

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 other way for any indirect or consequential losses including:

- (i) Loss of income, sales, or revenue
- (ii) Loss of business
- (iii) Business interruption
- (iv) Loss of profits or contracts
- (v) Loss of anticipated savings
- (vi) Loss of data
- (vii) Loss of reputation and or goodwill
- (viii) Wasted management of 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 Plymouth Central 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 a resident of Scotland you may also bring proceedings in Scotland.

If you are making a business reservation you and we agree that the courts of England and Wales will have exclusive jurisdiction over any claim arising from or related to your reservation and or stay.

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.

