

# The Somerville

## Terms and Conditions

### (Guest Accommodation)

These Terms are applicable to all Contracts of any kind made by The Somerville and its clients ("the Clients") and apply to all reservations, bookings and agreements for accommodation and use of all facilities at The Somerville, unless otherwise specifically agreed in writing. Clients are invited to read these provisions and note their responsibilities, arrangements for payments, cancellation terms and limitations on the liability of The Somerville. The Contract is conditional on the payment of the Deposit.

## **TERMS OF SUPPLY**

### **1. INTERPRETATION**

- i. In these Conditions:
  - "Arrival" means the date on which the Services are to be provided or shall start to be provided by The Somerville;
  - "Client" means the person for whom The Somerville has agreed to provide the Services in accordance with these Terms;
  - "Contract" means the contract for the provision of the Services including these Terms as appropriate;
  - "Services" means the provision of accommodation, function room hire and/or supply of food and beverages and other Services by The Somerville for the Client described in writing by The Somerville and on its website or in its brochure;
  - "Schedule" The Schedule of deposits and payments and cancellation terms annexed to this Agreement;
  - "Standard Charges" means the charges shown on the website or published material relating to the Services in force from time to time;
  - "Terms" means these terms and conditions.
- ii. The headings in these Terms are for convenience only and shall not affect their interpretation.

### **2. PROVISIONAL RESERVATION AND CONFIRMATION OF RESERVATIONS**

- i. If The Somerville confirms the reservation this Contract is conditional on the Client supplying credit card details to take payment for the first night's accommodation cost and the authority for charges to be deducted if cancelled later than 2pm 7 days prior to arrival.
- ii. If credit card details and payment authority is not given to The Somerville by the Client then subject to any outstanding obligation due to The Somerville from the Client the Contract will cease to be of effect. The Services that are the subject of the provisional reservation will be released and be resold without any further notification to the Client.

### **3. SUPPLY OF THE SERVICES**

- i. The Somerville shall provide the Services to the Client subject to the Contract.
- ii. The Client shall at its own expense supply the Somerville with all necessary data or other information relating to the Services within sufficient time to enable the Somerville to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all such information. Specific information requirements are contained in the Schedule. The Somerville may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

#### **4. CHARGES**

- i. The charges payable by the Client shall be detailed in writing by The Somerville. If no charges are specified or additional and varied Services are provided to the Client, the Client shall pay the Standard Charges at the prevailing rate on the day the Services are provided and any additional sums which are agreed between The Somerville and the Client for the provision of the Services.
- ii. The Somerville may vary the Standard Charges from time to time.
- iii. All charges quoted to the Client for the provision of the Services are inclusive of any Value Added Tax at the applicable rate at the tax point unless otherwise stated.

#### **5. DEPOSITS**

- i. The client agrees to provide payment or credit card details to take payment for the first night accommodation cost and the express authority for charges to be deducted if cancelled later than 2pm 7 days prior to arrival.
- ii. There are no additional charges for payments made by debit or credit cards.
- iii. The Somerville strongly recommends that clients purchase travel insurance.

#### **6. PAYMENT**

- i. The full payment or balance will be made to The Somerville 7 days prior to arrival.
- ii. If any services under the contract are varied prior to arrival then the payment made will reflect the latest details contained in the written details provided by the Somerville.
- iii. Any additional charges due to The Somerville from the Client for the Services shall be paid by the Client on presentation of an invoice if requested.
- iv. For one night room reservations made with the same day arrival, full payment is required prior to arrival.

#### **7. CANCELLATION CHARGES**

- i. The Client agrees to pay charges to The Somerville in the event of cancellation of the Services or if the Client and/or their guests fail to take up the Services at the time and on the day specified in the Contract. These charges are as follows: balance is due 7 days prior to arrival, thereafter no money will be refunded unless of a national Covid lockdown is imposed, whereby a credit for a future stay will be offered. If the client curtails their stay while at The Somerville, they shall be liable for the full balance amount of the original stay. 2pm is deemed to be the arrival time in all cases.
- ii. The Somerville will provide a cancellation number to a Client in the event of the Client making a cancellation and that number must be used in any future dealings with The Somerville.
- iii. Once a Buy-a-Gift Voucher has been validated, the voucher cannot be refunded or exchanged to another date due to a cancellation.

#### **8. VARIATION IN SERVICES REQUIRED**

- i. Any variation of numbers, accommodation and food and beverage requirements specified for the Services or other changes or additions must be agreed by the Client and The Somerville in writing.
- ii. If a client curtails their stay whilst at The Somerville, they will be liable to pay the full balance for the original booking.

## **9. LIABILITY OF THE SOMERVILLE**

- i. When The Somerville supplies the Services which include any services supplied by a third party, The Somerville does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the Services to The Somerville.
- ii. The Somerville shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- iii. Except in respect of death or personal injury caused by The Somerville's negligence, or as expressly provided in these Terms, The Somerville shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs or expenses (whether caused by the negligence of The Somerville, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client, and the entire liability of The Somerville under or in connection with the Contract shall not exceed twice the amount of The Somerville's charges for the provision of the Services for each booking, except as expressly provided in these Terms.
- iv. Force Majeure: The Somerville is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under such circumstances.  
If The Somerville or its client asserts Force Majeure as an excuse for failure to perform its obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described above (Force Majeure).

## **10. TERMINATION**

- i. The Somerville may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Client if the Client commits any breach of these Terms, or if the Client goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

## **11. CLIENT RESPONSIBILITIES**

- i. Arrival and departure times for accommodation at The Somerville are 2:00 p.m. and 10.30am respectively. Earlier arrival times and later arrival times are possible subject to mutual agreement in advance by The Somerville and The Client. Later checkout times are sometimes possible subject to mutual agreement by both parties. Late departures without agreement by The Somerville are liable to charges of £10 per half hour beyond check out time.
- ii. The Client is responsible for the behaviour of his, her or its guests at The Somerville and their compliance with rules and requests and in particular for the orderly conduct of guests attending any function or staying in The Somerville or otherwise making use of the Services. The Client must ensure that no noise or nuisance is caused either for The Somerville or its other guests and Clients. The Client must comply with any reasonable request of The Somerville and with any policies of the Somerville as may apply to the Services from time to time. The client will indemnify the Somerville against any physical damage or loss caused

by the behaviour of his, her or its guests. Failure to do so will result in the client (and guests) being asked to leave without notice or refund and a charge may be made for any damage done up to a value of £100. Permission to deduct this fee from the guest's payment or credit card is expressly given by agreeing to these terms.

- iii. Should a resident of the hotel wish for any item to be received or held by The Somerville prior to arrival or following departure, advance notice will be required. The Hotel retains the right to refuse to accept receipt of such items. Any costs incurred for return will be borne by the sender. All items are left at the owner's risk and may be subject to search. Please note that should an item be locked or sealed, it is the responsibility of the owner of the item to facilitate access. The Somerville is not liable for any flood, fire or any damage to the items.
- iv. Smoking and vaping in all areas of the hotel and its bedrooms and public areas is prohibited. Residents of the hotel are able to smoke/vape in a designated smoking/vaping area in the hotel grounds. If a client or their guest(s) breaches these rules The Somerville reserves the right to charge a £50 additional cleaning fee. Permission to deduct this fee from the guest's payment or credit card is expressly given by agreeing to these terms. Guests may also be asked to leave the hotel, in which case no refund will be given.

## **12. CCTV**

- i. In the public areas and grounds of the Somerville CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of The Somerville and security for all its Clients and staff.

## **13. PHOTOGRAPHY AND FILMING**

- i. Photography or filming are not permitted in public areas of the hotel without written consent. Commercial photography or images including trademarks or trade names requires the prior written consent of The Somerville.

## **14. GENERAL**

- i. The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- ii. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- iii. English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts. The Somerville does not accept bookings from single sex groups or parts of groups. If it becomes clear that a booking has been made by a group or part of a group the booking shall be cancelled and any deposit paid will be forfeit. Any special offer discounts are subject to availability and may not be combined with any other. Individual terms will apply to each offer including start and end dates of the offer, minimum night stays.

## **15. COMPLAINTS**

- i. Every effort has been made to ensure that you have an enjoyable holiday. If, however, you have any cause for complaint please let us know immediately so that we can inform hotel management and try to resolve it. Complaints should be made to the hotel reception. If after this, you feel that the problem has not been resolved to your satisfaction then the lead guest must within 14 days of returning from your holiday put your complaint in writing to us. Please send your letter to the Company's office at The Somerville, 515 Babbacombe Road, Torquay. TQ1 1HJ, or contact us by telephone on 01803 294755 or by email to [info@somervillehotel.co.uk](mailto:info@somervillehotel.co.uk)