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## DOLPHIN ROOMS & DOVEDALE HOTEL AND RESTAURANT TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions shall apply to the use of the facilities and services provided by Dolphin Rooms Under The Dovedale Hotel and Restaurant, a company registered in the UK under number 06766099 whose registered office is at 12-18 Albert Road, Cleethorpes, South Humberside, DN35 8LX by its customers and guests.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

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|-------------------|--|
| <b>“Customer”</b> | means a paying guest of the Hotel;   |
| <b>“Hotel”</b>    | means ‘Dolphin Rooms’; and   |
| <b>“Rates”</b>    | means the prices payable for rooms and (where applicable) other facilities offered by the Hotel. |

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions; and

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

### 2. Bookings and Reservations

2.1 Customers may make reservations in advance through Telephone, Internet and at the premises.

2.2 When making reservations, Customers will be required to provide identification information including, but not limited to, their name, address, contact telephone number and email address.

2.3 Payment details will be required for all reservations. Unless the reservation is expressly stated to require payment at the time of reservation, no payment will be taken until such times as indicated in Clause 3 below.

2.4 Reservations booked in advance do not constitute a legally binding contract between the Hotel and the Customer until the Hotel confirms the reservation with the Customer with the acknowledgement of payment instructions as guarantee. Customers are required to request confirmation prior their arrival through email or post.

- 2.5 Reservations may be changed by the Customer at any time prior to arrival (subject to the cancellation provisions set out in Clause 4 below). The Hotel will use all reasonable endeavours to accommodate any changes requested but gives no guarantee that all changes will be accommodated.
- 2.6 Reservations are not required. Customers may make bookings on arrival however the Hotel cannot guarantee the availability of rooms or other facilities for such bookings.
- 2.7 Customers may request additional nights at the Hotel at any time during their stay. The Hotel will use all reasonable endeavours to accommodate such requests.

### 3. Fees and Payment

- 3.1 Details of Rates including, where applicable, promotional Rates and other special offers are available from the hotel website and hotel reception
- 3.2 Rates and prices quoted when making reservations apply only to accommodation unless otherwise stated. Additional charges may apply for items including, but not limited to, meals, room service and wireless internet access. Customers will be informed of the prices payable for such additional items on arrival at the Hotel if requested.
- 3.3 Subject to sub-Clause 3.4 below, Customers shall pay all sums due upon checking-out from the Hotel. Payment shall be against an invoice and must be made immediately, subject to any alternative agreement between the Hotel and the Customer.
- 3.4 The Hotel may from time to time offer promotional Rates. The following provisions apply:
  - 3.4.1 Unless expressly stated otherwise, all reservations to which promotional Rates apply must be paid in full at the time of booking;
  - 3.4.2 Additional charges incurred by the Customer during their stay will be invoiced and payable in accordance with sub-Clause 3.3 above; and
  - 3.4.3 Additional nights requested under sub-Clause 2.7 above shall be charged at the standard rate.
- 3.5 Advance payments made under sub-Clause 3.4 above are non-refundable.
- 3.6 Any deposits or booking fees taken at the time of any table reservation are strictly non-refundable.
- 3.7 The following payment methods are accepted by the Hotel:
  - 3.7.1 Credit and Debit Card;
  - 3.7.2 Cash;
  - 3.7.3 Cheque up to 14 days prior to arrival.

### 4. Cancellations

- 4.1 Subject to sub-Clause 4.2 below, hotel reservations may be cancelled without charge provided the Customer gives at least 48 hours notice of the same prior to the check-in time for their reservation. Subject to the provisions of sub-Clause 3.6 above, any sums paid in advance to the Hotel shall be refunded to

the Customer.

- 4.2 In the event that the Customer has paid in advance under the provisions of sub-Clause 3.4, no refunds shall be made in the event of cancellation.
- 4.3 Failure to provide the required notice of cancellation shall result in the Customer being charged for **the number of nights within the cancellation period**. Any such payment shall be taken immediately using the payment details provided by the Customer when making their reservation.
- 4.4 The Hotel may, from time to time, cancel a reservation. In the event of such cancellation, the Customer shall be informed immediately and shall be offered a full refund of any and all sums paid. Where a refund is offered under this sub-Clause 4.4 only, the provisions of sub-clauses 3.5 and 4.2 pertaining to advance payments shall not apply and a refund shall be payable.

## 5. **Check-in and Check-out**

- 5.1 Check-in time at the Hotel is between 2pm and 11pm. Check-in beyond 11pm is permitted, however the full range of services normally available to Customers may not be available.
- 5.2 Check-out time at the Hotel is 12pm. Later check-out times may be possible by prior arrangement (and at the Hotel's discretion), however in the absence of such prior arrangement, failure to check-out by 12pm may result in the Customer being charged for an additional night's accommodation at the standard applicable Rate.
- 5.3 In the event of a pre-arranged late check-out under sub-Clause 5.2 above, the Hotel shall charge the Customer for such additional time at an hourly rate, details of which shall be provided to the Customer upon their request for a late check-out time.

## 6. **Hotel Rules**

- 6.1 Customers are required to conduct themselves in a reasonable and responsible manner at all times when on Hotel property and must not act in any which may disturb other guests. Failure to adhere to this requirement may result in a Customer being asked to leave the Hotel in which event all sums due shall become immediately payable.
- 6.2 Smoking is not permitted in any indoor public areas of the Hotel.
- 6.3 Smoking is permitted in designated smoking rooms only.
- 6.4 Failure to adhere to the requirements of sub-Clause 6.3 shall result in the Customer being charged for any and all costs incurred by the Hotel in cleaning the room (including, but not limited to, fixtures, fittings and soft furnishings) and restoring it to a smoke-free environment.
- 6.5 Animals are allowed in the Hotel in designated rooms only.
- 6.6 Failure to notify of any pets staying in room shall result in the customer being charged for any and all costs incurred by the hotel in cleaning the room (including, but not limited to, fixtures, fittings and soft furnishings) and restoring it to it's former standard.
- 6.7 Children under the age of 16 may not stay at the Hotel unless accompanied by an adult aged at least 18 Years of age. Those children under 16 years of age

are the sole responsibility of the adult.

- 6.8 Customers shall be charged for any and all damage caused by them to any Hotel property during their stay.

## 7. **Food and Drink**

- 7.1 Unless expressly indicated otherwise, food and drinks are not included in any Rates and will be charged for in accordance with sub-Clause 3.2 above.
- 7.2 Customers with special dietary requirements are advised to inform the Hotel of the same in advance of their arrival. The Hotel will use all reasonable endeavours to accommodate such requirements and, where this is not possible, inform the Customer of the same.
- 7.3 Customers will be informed of meal times on arrival if requested.

## 8. **Car Parking Facilities**

- 8.1 Car parking facilities are provided for Customers. Customers are required to provide their vehicle's registration number on arrival.
- 8.2 The Hotel accepts no liability for any loss or damage which may result from a Customer's use of the car parking facilities. All such use is at Customers' own risk.
- 8.3 The availability of parking spaces cannot be guaranteed. Parking spaces are available on a first-come-first-served basis.

## 9. **Disabled Customers**

- 9.1 The Hotel fully complies with all laws from time to time in force regulating the treatment of, and provision for, disabled Customers.
- 9.2 Customers with any special requirements pertaining to a disability should inform the Hotel of the same prior to their arrival.

## 10. **Limitation of Liability**

- 10.1 To the fullest extent permissible by law, the Hotel's liability for any loss or damage suffered by Customers shall be limited to that which arises out of the negligence of the Hotel's employees, subcontractors or agents.
- 10.2 Notwithstanding sub-Clause 10.1 above, the Hotel shall not be liable for any indirect loss or damage which may be suffered by a Customer including, but not limited to, loss of income, loss of business, loss of profits, loss of opportunity, loss of anticipated savings, loss of data or loss of enjoyment.
- 10.3 Nothing in these Terms and Conditions purports to limit or exclude the Hotel's liability for:
- 10.3.1 death or personal injury caused by the negligence of the Hotel, its employees, subcontractors or agents;
  - 10.3.2 fraud or fraudulent misrepresentation; or
  - 10.3.3 any other matter for which it would be illegal for the Hotel to limit or exclude its liability.

**11. General**

- 11.1 The Customer's rights as a consumer under consumer protection legislation from time to time in force shall not be affected by these Terms and Conditions.
- 11.2 The Hotel may, from time to time, change these Terms and Conditions without notice, however it will use its reasonable endeavours to inform Customers as soon as is reasonably possible of any such changes.

**12. Data Protection**

The Hotel will not share Customers' personal data with any third parties for any reasons without the prior consent of the Customer concerned. Such data will only be collected, processed and held in accordance with the Hotel's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

**13. No Waiver**

No failure by the Hotel to enforce any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

**14. Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

**15. Law and Jurisdiction**

- 15.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 15.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.