

## Terms & Conditions

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern Fernbank Hotel's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Fernbank Hotel' or 'hotel' or 'us' or 'we' or 'management' or 'our' refers to the owner of the website whose office is 4 Fairfields Road, Basingstoke, Hampshire, RG21 3DR. The term 'you' or 'guest' or 'user' refers to the user or viewer of our website.

All bookings made by telephone, email, our own website, third party websites, and all booking agents or in person are subject to the following terms and conditions. Please note that by making a booking you are entering a legal agreement with us. These terms and conditions override any third parties and are deemed to be accepted upon booking by any of the aforementioned methods.

### General Terms of Use

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- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

### **Pricing**

All prices quoted are in £'s and will be displayed as either per room per night or per room per night inclusive of breakfast. Our prices are based upon 2 people sharing a double or twin room, or 1 person in a single room.

All prices include VAT at the prevailing rate (currently 20%) and are guaranteed at the point of booking until your arrival date. The exception to this guarantee, necessitating a supplement, would be a rise in the prevailing rate of VAT. Any such supplement would be added to your agreed room rate.

If booking online, the online booking form will show the total amount payable for your stay. If booking by phone, the total amount payable will be agreed verbally and confirmed by email (electronic reservation message sent after the reservation is keyed to our booking system).

Should you change the number of guests, dates or room nights, or incur any supplements during your stay, then the prices and total amount payable are subject to change.

We reserve the right to alter our prices for any reason notwithstanding bookings already made which are guaranteed, excepting any other changes to VAT as per above.

Where breakfast is not included in the price, a full English breakfast with toast, cereals, fruit juice, yoghurt and tea or coffee is available for a charge of £7.50 per person per breakfast.

Wi-Fi (subject to conditions of use) and parking (which is at the rear of the hotel), are both free of charge to residents.

### **Availability**

All rooms and rates offered by the Fernbank Hotel are subject to availability and the discretion of the manager. Limited numbers of suitable rooms may be allocated to individual rates, packages or promotions and, when these allocations are taken up, remaining available rooms may be offered to you at a higher price.

During major sporting events, social events, conference and exhibitions certain rates may not be available. Certain dates may be subject to a minimum length of stay. All rates are subject to availability.

### **Single Bedrooms**

Single bedrooms are only suitable for 1 person.

## **Double and Twin Bedrooms**

Double and twin bedrooms are only suitable for 1 or 2 persons.

## **Children**

Children below the age of 12 years of age cannot be accommodated at the hotel without prior arrangement, unless you have booked the entire hotel.

All children (a person under 16 years of age) staying at the hotel must be accompanied by an adult and must be supervised by an adult at all times. The adult must ensure that the children's behaviour is appropriate for other guests within the hotel. At the discretion of Fernbank Hotel, children may be excluded from certain events or promotions where deemed unsuitable or inappropriate.

Our rooms cannot accommodate additional beds and we kindly ask all guests to observe the maximum persons occupancy for each room. We are unable to supply cots.

Fernbank Hotel recognise children as being 12 years of age or under. Please be aware that individuals over 12 years of age will be classed as adults and charged accordingly on arrival.

## **Bookings**

A reservation made with us forms a legally binding contract. You can only make a booking if you are 18 years old or over.

By requesting a booking, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old.

Bookings must be guaranteed for the total duration of the reservation by a major credit or debit card, payment of a deposit or by agreement in writing with a company, travel agent or hotel booking agency. We take a credit card number from you in case we need to apply a cancellation fee or other charges as applicable. We may also validate / pre-authorise your card for up to the full amount of the booking, but for the most part we do not deduct any up-front monies.

Credit or debit cards given to secure the booking, whether this belongs to the guest or is a company registered card for example, will be used to indemnify against any other amounts that fall due relative to the guest within the remit of these entire terms and conditions, unless other payment methods are offered as guarantee and approved by us.

At the discretion of the Fernbank Hotel, or for some packages or large bookings, full pre-payment or a non-refundable deposit may be required. The deposit payment will be taken at the point of booking.

As a general rule we do not accept payment by cheques. Any cheque payments must be paid and cleared in time for the beginning of your reservation.

In exceptional circumstances you may be allocated a different room type to the room you have booked if the maximum occupancy for that room is not met. You will always be allocated a suitable room type for the occupancy level you require.

All bookings are personal to you and may not be sold, assigned or otherwise transferred.

Whilst every effort is made to fulfil any particular requests which you may make in relation to your stay with us, please note that these requests do not form part of our contract and we cannot guarantee that we will be able to meet any particular requests.

We do reserve the right to refuse bookings. This can occur occasionally, for instance in the case of an unforeseen closure to a room.

Occasionally we operate a minimum number of night's stay which will be communicated at the time of booking, or this will be outlined during the online reservation process.

We don't accept stag or hen nights.

Fernbank Hotel reserves the right to vet large single sex bookings. There may be restrictions on bookings for 'singles groups' consisting of all female or male persons. However we may apply discretion in certain circumstances. We also reserve the right to terminate a booking where we feel that the comfort of our other guests may be put at risk.

We reserve the right to cancel or terminate your booking if your party includes any of the excluded groups as referred throughout our terms and conditions, whether or not you have arrived for check-in or have already checked-in. By making a booking in contravention of these conditions, you will be liable for any costs in line with our cancellation policy guidelines and you irrevocably authorise us to charge your credit or debit card for any balances due.

### **Arrival and Departure**

We ask all guests to ideally let us know of your anticipated time of arrival. Check-in is from 4.00 p.m. local time unless otherwise agreed by prior arrangement, although you can leave your car and luggage before this time by prior agreement. We advise that you phone us if you intend to arrive early as we cannot guarantee that we are in attendance.

There may be occasions, at times of high demand, when our guests can check-in and use all the hotel facilities, but the bedroom is still being prepared.

We don't run a 24-hour reception, so if you intend to arrive after 10.00 p.m., please call so we can make arrangements for you to be let in. Failure to do so may mean it is not possible to gain entry to the hotel or the room may be re-let, but you will still be liable for charges as though you are a non-arrival.

Check-out on your departure morning is by 10.00 a.m. unless otherwise agreed by prior arrangement. Failure to do so may result in additional charges up to the cost of 1 night's accommodation.

During your stay you can come and go at any time that suits, however please have consideration for other guests.

### **Registration**

On check-in guests will be asked to register and a note made of car registration numbers. Registering is a legal requirement and applies to all guests under the Immigration (Hotel Records) Order 1972 (as amended). Foreign Nationals (a.k.a. Aliens) must inform the hotel of the number and place of issue of their passport or other document establishing identity and nationality, and details of their next destination.

### **Cancellations, Amendments and non-Arrivals**

Cancellations and amendments for bookings made on line can be done via the travel agent or hotel booking agency website or via our website at [www.fernbankhotel.co.uk](http://www.fernbankhotel.co.uk), or with the reservations office on 01256 321191. Cancellations should ideally be notified to us in writing by post or email, and will only be effective when it is received by us, or communicated verbally to us.

A cancellation at any time will result in the loss of any pre-paid deposit.

A cancellation of a special offer promotion, for example, a Valentine weekend special, the full remaining balance will still be due and charged.

For cancellations of more than 48-hours prior to the start of the day of arrival, no cancellation charges will apply.

In the event of non-arrival or cancellation within 48-hours prior to the start of the day of arrival, a charge for the whole length of the stay will apply. Normal terms of payment apply to these charges. For this purpose Fernbank Hotel reserves the right to charge the amount payable for such cancellation against the guest's credit card without prior notice or approval of the guest, where applicable.

Any alteration made to your reservation, either before or during your stay, for example to reduce the number of nights of your booking, must give at least 48-hours clear notice from the date the change takes effect to avoid any charges for the 48-hour notice period being levied.

We can give no guarantees to satisfy any request to alter your reservation whereby, for example, you wish to extend your stay or change your dates. This will be subject to availability.

Please note that once you have created a reservation, and particularly if it is made inside the 48-hours prior to or during the same day of a planned arrival, charges may become

automatically due against a cancellation, amendment or non-arrival regardless of the time lapse from the booking's creation.

Charges levied as a result of cancellation, non-arrival or alteration will be taken from the guest's credit or debit card without prior notice or approval, where applicable.

If the date is important, and you think you might need to cancel, we recommend that you take out the appropriate insurance that is adequate to your needs. We do try to re-let a room if you cancel at short notice, and then only charge you for the difference on last minute cancellations. It is not our intention to profit from any misfortune of you having to cancel any booking. In the event that you cancel and are charged, and if we subsequently manage to resell your room then any additional charges, or a proportion of, will be refunded to you.

In the unlikely event that we have to change or cancel your reservation, we reserve the right to do so. However, you have the right to:

- (a) Accept the changed arrangements as notified; or
- (b) Make alternative arrangements; or
- (c) Cancel your reservation and receive a full refund of any monies which you have paid to Fernbank Hotel in respect of your reservation (please note that we shall not be liable for any sums which you have paid to any other persons in connection with your reservation).

For the avoidance of doubt, we shall have no further liability to you for any changes to or the cancellation of any stay with us that we have to make.

## **Payment**

Acceptable methods of payment are either by cash, cheque with cleared funds prior to the stay, or credit or debit card. We take most major credit cards including AMEX and Diners. We don't take a pre-payment except for group bookings and functions, when we'll take a full pre-payment or a non-refundable deposit. We take a credit card number from you in case we need to apply a cancellation fee.

We may also validate / pre-authorise your card prior to arrival for up to the full value of the reservation. Invalid or unauthorised cards may result in us contacting you to provide an alternative card or cancelling your reservation without notice. We shall have no liability to you for any consequence incurred by you following any cancellation of any stay with us that we have to make due to a card pre-authorisation being rejected.

Any outstanding balance for bed and breakfast accommodation must be paid in full upon arrival by either credit / debit card or cash. If payment has not been made before your departure, unless otherwise agreed, the amount owed will be debited from your card details.

Occasionally we may levy a transaction surcharge on certain credit card payments to cover the cost of such dealings. When these measures are in place, these surcharges will be

communicated to the guest at the time of payment. The consequence of such surcharges may result in a supplement to the total price confirmed at the time of booking when such measures may not have been in place.

If a booking is made on the day of arrival and payment is made by cash, we will still need your debit or credit details for security reasons. Refusal or inability to provide a valid credit card will result in us not being able to accept your booking.

Any incidental charges incurred during your stay must be paid for upon departure. In the event that you fail to pay any such incidental charges, it is a condition of your contract with Fernbank Hotel that you irrevocably authorise us to debit your credit or debit card for the full outstanding balance.

We do not accept card payment over the telephone unless it is for a business booking by company registered card or payment is made by the actual cardholder. We may ask the cardholder for further information.

Business accounts may be forwarded for payment prior to or on completion of stay by the guest, and formal acceptance by Fernbank Hotel of an application for credit facilities, which may be withdrawn at any time. Credit facilities are not offered to private individuals. All sums are due for immediate payment on presentation of the invoice.

### **Car Parking**

Car parking is free at our hotel and is situated to the rear of the property, accessed by a narrow driveway to the right of the building.

We ask guests kindly to observe the parking signs in the car park and to park considerately to ensure there is adequate space for everyone.

Please note the driveway has 2 separate speed ramps / humps that are 70mm high spanning the width, and are designed to slow vehicles to 5 mph. These are visible and signposted and further details can be found in our Access Statement. If in any doubt about traversing over the speed ramps / humps, we recommend that alternative parking is found.

Cars and their contents are brought onto the hotel's property entirely at the owner's or driver's risk and we shall have no liability to you in this respect, howsoever any event such as loss, theft or damage is caused.

### **Breakfast**

A cooked breakfast is served between 7.15 a.m. – 9.00 a.m. Monday to Friday and between 8.15 a.m. – 9.30 a.m. Saturday and Sunday and Bank Holidays.

Breakfast is served in our dining room on the ground floor. The dress code for this and other public areas within the hotel is smart casual. We ask guests to wear sensible clothing in the public areas and dining room and for example not to wear attire with offensive wording on clothing or have bare tops/torsos.

## **Smoking**

In line with UK legislation, Fernbank Hotel operates a NO SMOKING policy within all interior areas of the hotel, including guest bedrooms, communal public areas and corridors. This includes hanging out of hotel bedroom windows and en-suites, and covers disposing of smoking materials in the hotel. For resident guests who do not comply with our NO SMOKING policy, a charge will be added to their bill to reflect the cost of cleaning all soft furnishings to remove the odour of tobacco, including any loss of revenue due to the room being unfit for purpose. This charge will be a minimum of £50.00.

In the event that you fail to observe the NO SMOKING policy, it is a condition of your contract with Fernbank Hotel that you irrevocably authorise us to debit your credit or debit card for the above charge.

In addition, discovery of any breach of this policy will result in the immediate termination of the stay, and appropriate charges as referred above will apply. No refunds will be given for the duration of the booking.

Designated smoking areas have been allocated within Fernbank Hotel grounds, please enquire upon check-in. We ask that you agree to dispose of smoking materials with consideration.

Thank you in anticipation of your co-operation with this NO SMOKING policy.

## **Fire and Emergency**

In the interest of your own safety, you should check where the locations of the fire alarms and call points are in relation to your room. There are Fire & Emergency Rules inside each room with which we respectfully suggest that you familiarise yourself with.

**ALL FIRE ALARM ACTIVATIONS MUST BE CONSIDERED AS EVIDENCE OF A FIRE AND YOU SHOULD ACT ACCORDINGLY UNTIL YOU ARE INFORMED TO THE CONTRARY.**

In the event that you hear the fire alarm, the assembly point is across the road opposite the front of the hotel.

## **Behaviour**

Fernbank Hotel reserves the right to judge reasonable or acceptable levels of noise or behaviour of guests, or guest's representatives, who must take all steps for corrective action as requested by us.

Guests come to us primarily to sleep and to rest and for these reasons we always ask that noise levels are kept to a minimum, especially after 10.00 p.m., with regards to TV's, raised voices, general movement, door closing etc.

In the event of failure to comply with our requests, Fernbank Hotel may terminate the booking and ask the guest to leave the hotel or stop any event immediately without being liable for any refund or compensation.

It is a condition of your contract with Fernbank Hotel that you irrevocably authorise us to debit your credit or debit card for any full outstanding balances.

If we deem the situation appropriate to maintain the safety of staff or other guests, the Police will be called to attend and take corrective action.

### **Visitors**

If you have friends, relatives or colleagues coming to the hotel, we should be grateful if you would kindly inform us ahead of their arrival. We are comfortable that they are entertained in the bedrooms but we kindly ask that noise is kept to a minimum to limit disturbance to other guests. For the same reason, we ask that they leave the hotel by 10.00 p.m. Hotel guests will be held fully responsible for the conduct of anyone they choose to bring into the hotel as far as any liability and damages are concerned and will, therefore, incur any associated cost. Please see our terms and conditions with regards to damage to our property.

Visitors are not permitted to stay overnight at the hotel unless a reservation is made.

Only those guests registered with the hotel may occupy the bedrooms overnight, subject to the maximum occupancy permitted for the room. This is a requirement of law as each guest is required to register with us as defined under the Immigration (Hotel Records) Order 1972 (as amended), for insurance and for fire precaution purposes.

We reserve the right to terminate a booking without being liable for any refund or compensation where we feel that guests have permitted visitors to stay in the hotel beyond 10.00 p.m., whether they remained overnight or not. You may be liable for any remaining balance of your booking, and the termination will be treated as though a late cancellation. A charge of £50.00 per visitor will also be levied for such a contravention in addition to any other balances owed by the guest. It is a condition of your contract with Fernbank Hotel that you irrevocably authorise us to debit your credit or debit card for any of the above mentioned charges.

### **Photography and Filming**

Photography, which may only be for personal use and not to be published in any format, is permitted. Only non-intrusive photography of your own party and friends is permitted. Photography or filming are not permitted in any public areas of the hotel where other guests are present. Commercial photography or images including trademarks or trade names requires the prior written consent of Fernbank Hotel.

## **External Purchases (e.g. Food)**

We respectfully ask that take-away food is not consumed within the hotel including the guest bedrooms.

We will provide plates and cutlery for your convenience if required. This does not imply that we condone food being brought onto the premises and consumed, and neither does it absolve you of any consequent damage caused by guests bringing food and drink onto the premises.

We would ask that cutlery and crockery is not removed from the dining room.

As a general rule, we will not usually accept take-away food deliveries to the hotel on your behalf. However, doing so does not imply overlooking of this policy and therefore release of liability on the guest for consequent damage to hotel property, fixtures and fittings.

No wines, spirits, or beers may be brought into the hotel, guest bedrooms or hotel grounds by guests, their guests or representatives for consumption, except by prior arrangement. We will charge corkage at £5.00 per bottle if alcohol is consumed without permission. Please note that alcohol is not permitted for sale on the premises without the express written consent of the hotel.

For resident guests who do not comply with this request / policy, a charge may be added to their bill to reflect the cost of cleaning all soft furnishings and / or to remove any unpleasant odours, including any loss of revenue due to the room being unfit for purpose. This charge will be a minimum of £50.00 and it is a condition of your contract with Fernbank Hotel that you irrevocably authorise us to debit your credit or debit card for either or both of the above charges.

Please also see our terms and conditions with regards to damage to our property.

## **Pets**

With the exception of guide dogs for the blind or visually impaired, or dogs for the deaf or hard of hearing, Fernbank Hotel operates a strict no-pets policy. Anyone found to have brought pets into their rooms will be asked to leave immediately without the Fernbank Hotel being liable for any refund or compensation.

Dogs can stay in their owners' cars, and we will happily supply water, but I'm afraid we don't allow them in the hotel.

We have rules on dog and owner behaviour and we reserve the right to judge acceptable conduct of dogs within the hotel and the grounds (see Behaviour terms and conditions also, above). There is a £10.00 per night charge for a guide dog. You will need to bring your own dog bedding. Dogs are not permitted in the dining room, as people can be allergic to animals. Dogs may not go on furniture, and we ask that paws must be wiped!

## **Laundry**

We are able to offer a laundry service. However, we generally require up to 24-hours to turn around the washing. Although we should be able to do this during the same-day, we offer no guarantees in this respect.

We charge £15.00 per load of washing, which includes a drying service. Load sizes are limited to the capacity of the machines, and we reserve the right to split the washing into separate loads if necessary, each load attracting the charge.

There are certain material types that the machines are not suitable to wash, such as woollen and delicate clothes. We will advise guests at the time of any limitations regarding the service. We will not sort through guest's clothes or belongings to separate out material types, and we will accept no responsibility for any clothes given to us that are washed and later prove unsuitable for the machines.

We ask that guests remove all contents of pockets before clothes are washed and we accept no liability for any loss or damage to guest's belongings left in pockets, howsoever caused. Guests may be liable for the cost of remedy for any damage or soiling caused to the machines resulting from contents left in/on clothing and pockets, the cost of which you irrevocably authorise us to charge to your credit or debit card.

There is access to ironing boards and irons at any time for guests to use. These are available from reception during the hours of 8.00 a.m. – 10.00 p.m.

Alternatively, there is ironing and laundry services available in the locality.

## **Comments and Complaints**

Any comment or complaint regarding your stay should be brought to our attention during your stay in order that the matter can be resolved immediately.

Problems which cannot be resolved there and then should be notified in writing to us at 4 Fairfields Road, Basingstoke, Hampshire, RG21 3DR.

## **Statutory Requirements**

Fernbank Hotel is subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by guests, their guests and representatives.

## **Personal Information**

Telephone calls may be recorded from time to time to help us improve the service we offer you.

All personal information stored and used by us is done so in accordance with our Privacy Policy, which is available on this website or by contacting the hotel direct for details.

## **Damage to or Removal of Fernbank Hotel Property**

Property, fixtures and fittings in the hotel and bedrooms should be left in the same condition in which they were found upon checking in. We reserve the right to charge guests the cost of rectifying damage or replacement, caused by the deliberate, negligent or reckless act, omission, default or neglect of the guests, their guests / visitors or sub-contractors to the hotel's property or structure or contents and belongings.

Damage is not limited to breakages but may include resultant damage from, for example, bleach, mud / dirt, shoe polish, cigarette burns, foodstuffs / food dyes, hair dye, ink, drinks, blood, vomit, make-up or waterproof mascara. This list is non-exhaustive.

Should this damage come to light after the guest has departed, we reserve the right to make a charge to the guest's credit / debit card, or send an invoice for the amount required to replace, make good or remedy any such damage, to the registered address. We will however make every effort to keep any costs that the guest would incur to a minimum.

Extraordinary deliberate acts of damage will be reported to the Police as a criminal damage offence.

We reserve the right to charge guests the cost of replacing any items that are removed from the premises by them without consent. The charge will be the full replacement amount of the missing item, including any carriage charges. Should the fact that the item is missing come to light after the guest has departed, we reserve the right to make a charge to the guests credit / debit card, or send an invoice for the amount to the registered address.

Unauthorised removal of property, fixtures and fittings, including the original art on display, may be reported in the first instance to the Police at the hotel's discretion.

## **Keys**

Guests will be issued with a front door and bedroom door key on check-in. One set of keys will be issued per room. We are unable to issue additional sets. Lost or failure to return keys and fobs will be charged at £250.00 to cover the cost of replacing the coded lock for the front door and security keys as well as the fob.

It is a condition of your contract with Fernbank Hotel that you irrevocably authorise us to debit your credit or debit card for any such charges.

## **Tampering with Fire Detection Systems and Fire-Fighting Equipment**

We reserve the right to take action against any guest found to have tampered / interfered with any fire detection equipment throughout the hotel, including detector heads in public areas and bedrooms, break glass points and fire extinguishers. Guests found to have tampered with any fire detection or fire-fighting equipment will be charged with any costs incurred by the hotel due to their actions and additionally may be asked to leave the hotel. Depending on the severity of the guest actions, the Police may become involved at the hotel's discretion. Should the fact that fire-fighting or detection equipment have been

tampered with come to light after the guest has departed, we reserve the right to make a charge to the guests credit / debit card, or send an invoice for the amount to the registered address.

### **CCTV**

In some public areas of the hotel CCTV is in operation and recordings may be made. This activity is carried out for public safety and security purposes as well as for the purpose of crime prevention.

### **Lost / Damaged Property**

We can accept no responsibility for items left behind after you have departed.

Should any guest lose any belongings during their stay or incur damage to their property, the provision of the Hotel Proprietors Act 1956 will apply, a copy of which is displayed in reception.

If we find any lost property, we will make every reasonable effort to identify and locate the owner and return it, but if we cannot locate the owner and an item is not reclaimed within 3 months of the guest's departure it will be disposed of by the hotel.

Small items left behind can be returned to you by post. A £5.00 handling charge plus the cost of postage will be levied to your card, for which you authorise us to make. Larger items will incur a higher handling cost plus the cost of postage.

### **Accessibility**

Our hotel is situated across 3 floors, ground plus 2 upper floors. Whilst not having modified facilities, we will make reasonable endeavours to ensure all guests have access to public areas and bathrooms. Guests with impaired mobility or other particular requirements should check with the hotel in advance that their requirements can be met. Please call the hotel direct for details.

We accept no responsibility for guests booking unsuitable accommodation unless the suitability was discussed with us prior to booking.

A full Access Statement may be found elsewhere on our website or obtained by contacting the hotel direct for details.

### **Discrimination**

It is the policy of the hotel not to discriminate such as on the grounds of race, colour, nationality, creed, sex, sexual orientation, marital status, age, ethnic origin or disability. Guests, their employees, guests and all sub-contractors engaged by or on behalf of the guest are expected to adhere to this policy and the hotel may, without incurring any liability to the guest, remove from the hotel any person or persons offending against this policy.

Assistance if required may be sought from, and details of the incident may be reported in the first instance to, the Police at the hotel's discretion.

### **Liability**

Other than for death or personal injury caused by the negligence of Fernbank Hotel or its employees whilst acting in the course of employment, Fernbank Hotel's liability to the guest is limited to the price of the booking.

Unless the hotel is liable under the above clause, the guest indemnifies Fernbank Hotel from and against any and all liability and any claims, proceedings or damages resulting or arising from the booking, event or function, the guest, guests or any outside contractors of the guest.

Fernbank Hotel will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.

Fernbank Hotel does not accept responsibility whatsoever for damage to, or theft from, or theft of, vehicles parked on the hotel premises. All personal property and valuables remain your responsibility whilst in the hotel and its grounds.

### **Third Party Liability**

Fernbank Hotel does not accept any liability for services rendered by third parties to guests notwithstanding that such services may be arranged by Fernbank Hotel. Any claim, demand, charge, suit or damages which may be incurred by the guests or their guest (or any person claiming thereunder) shall be made directly with such third parties and Fernbank Hotel shall render all reasonable assistance in this regard.

### **Insurance**

The client is recommended to have and is responsible for insurance to cover cancellation, curtailment, and loss of baggage, personal effects and money.

### **Dispute**

These terms will be construed in accordance with English law and the hotel and guest submit to the non-exclusive jurisdiction of the English courts.

### **Use of Hotel's Wireless Network (Wi-Fi)**

Access and use of the wireless network is granted provided the guest only uses and accesses sites and services in strict accordance with the terms and conditions of the hotel's Acceptable Use Policy for Wireless Network, copies of which are available from reception.

Please note that we have no responsibility for, or control over, the internet services you access through the use of the wireless network and we do not guarantee that any services are secure, error or virus-free. We have no responsibility for, or control over, the

information you transmit or receive via the internet through the wireless network. We do not guarantee the availability of the service, the speed at which information may be transmitted or received via the service; or that the service will be compatible with your equipment or any software which you use.

### **Data Protection**

The information provided by the guest may be processed by Fernbank Hotel for the purposes it has notified to the Information Commissioner. By confirming a booking or enquiry, you consent to this processing of the information. We respect the privacy of every individual who visits our website. The data collected about you will be used to firstly fulfil any service you might request e.g. to request a brochure, make a booking etc. and secondly to improve how, as a company, we serve you.

We will under no circumstances give your personal data to third parties. However, unless you specifically ask us not to (and this option is always given) we may use your data to send you further information from us. Any e-mail sent to you will always provide you with the option to unsubscribe. This is in accordance with UK Data Protection Legislation.

When making a booking, your credit card or billing account details are only retained for the purpose of handling that individual transaction, unless you ask us to keep these details for future purchases which you may make through us.

In order to process a booking or enquiry, your personal information and payment details may be passed to third party service providers and, where we are lawfully requested to do so, regulatory authorities. Such third party service providers will have access to the personal information needed to perform the relevant service. They may not, however, use your personal information for any other purposes and are required to process your personal information in accordance with the Data Protection Act 1998.

For your protection we are registered under the Data Protection Act 1998 and have given all appropriate notifications to the Information Commissioner.

Our Privacy Policy may be found elsewhere on our website or obtained by contacting the hotel direct for details.

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