

## 1. Introduction

These are the terms and conditions that apply when you reserve a room at View Hotel Folkestone Ltd. using any digital channel (such as our website, mobile site or agents) or in person, as applicable.

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 them each time you make a reservation. The terms and conditions applying to your reservation will be those in place on the date that you make your reservation.

## 2. Reservations

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

You must be at least 18 years old to make a reservation.

You will need to provide your credit or debit card details to secure your reservation. View Hotel Folkestone Ltd. accepts Visa, MasterCard, American Express and JCB 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 your 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 on Cancellation, below.

## 3. Group reservations

A reservation of six (6) rooms or more is usually considered a group booking within View Hotel Folkestone Ltd. however, during high demand dates we reserve the right to reduce this number.

If you wish to make a group booking of 6 rooms or more, please contact our Team at View Hotel Folkestone Ltd.

## 4. Room prices

View Hotel Folkestone Ltd. adopts dynamic pricing and the price of our rooms fluctuates based on demand. When you make a reservation request, we'll give you a total price for the rooms and number of nights you've requested. The price you pay is the price quoted to you at the time you make your reservation. All Group rates are commission free and not transferable.

Room prices are per room, per night and are inclusive of VAT at the applicable rate at the time of your reservation. If the rate of VAT changes between the date of your reservation and the date of your stay, we will adjust the rate of VAT that you pay, unless you have already paid for the reservation in full before the change in the rate of VAT takes effect.

Meals and other extras are not always 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. All other meals and extras must be paid for separately.

**Flexible Rate:** If you book a Flexible Rate you may choose whether to pay for your room in full at the time of booking or to pay on arrival. Please see Cancellation Section for full rate restrictions.

**Pay Now Rate:** If you book a Pay Now Rate payment in full is required at the time of booking. The booking is no cancellable or transferable. Please see Cancellation Section for full rate restrictions.

## 5. Occupancy

The maximum room occupancy is two adults. Family rooms (where available) can accommodate two adults and two children (under the age of 16). 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 18 are not permitted to stay in View Hotel Folkestone Ltd. 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

View Hotel Folkestone Ltd. has a room which is specially adapted for customers with disabilities. For more information view our Access Statement.

## 7. Special requests

Although View Hotel Folkestone Ltd. will try to accommodate special requests, all rooms are subject to availability.

## 8. Meals

Breakfast is available at View Hotel Folkestone Ltd. for Adults and Children, priced per person for everyone over the age of 6 years. Children aged 6 to 17 years of age pay half price of an Adult breakfast price. Children under 6 years of age eat breakfast for free.

Evening meals are available at View Hotel Folkestone Ltd. however, times are subject to availability. Please book you desired time with the Team at Hotel.

## 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 can choose to pay either on arrival or departure. If you would like to pay on departure, we will pre-authorise your Card for the full amount of the stay on arrival. You may choose to pay with another card when departing.

Payment may be made by cash (with proof of identification), credit/debit card (Visa, MasterCard, American Express and Maestro). The expiry date of your debit/credit card must be later than the end of your stay.

Rooms may be paid for by business cheque, however View Hotel Folkestone Ltd. must receive all business cheques at least two weeks before the arrival date.

## 10. Cancellation

Your right to cancel your booking with View Hotel Folkestone Ltd.

**Flexible Rate** room bookings may be cancelled before 12am on the arrival date. If you cancel your reservation before 12am on the day of arrival and have paid for the room in advance by debit/credit card, a full refund will be processed to the same debit/credit card normally the next working day though it may take a few days for the funds to reach your account. A cancellation email will be given and should be retained as proof of cancellation.

If you cancel a reservation after 12am 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 day of your stay. A cancellation email 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 Flexible Rate stay, you must inform reception at View Hotel Folkestone Ltd. by 11am on the day you wish to check out. Otherwise 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 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 1pm 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").

**Pay Now Rate** room bookings may not be cancelled, amended or transferred at any time after making the booking until check in. For the avoidance of doubt, the room(s), any associated meals and/or other additional extras cannot be cancelled, amended or refunded after the cancellation period (including any "no shows"), although additional meals or extras may still be added.

**Force Majeure:** Except where otherwise expressly stated in these conditions, the hotel will not have any liability where the performance or prompt performance of our respective contractual obligations is prevented or affected by or you otherwise suffer any damage or loss of any description as a result of "force majeure". In these conditions, "force majeure" means any event which the hotel could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside the hotel's control.

You are not entitled to cancel or withdraw from your reservation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If you've made a group booking, our cancellation terms are as follows:

We require 50% deposit at the time of booking a Group with us, the remaining 50% to be paid 30 prior to check in. For all cancellations and substantial changes notified within 30 days of arrival, the hotel is not obligated to make any refunds.

Where you cancel (including any "no show") a group booking and there is a non-refundable payment retained by us, this total amount is a cancellation charge to compensate the hotel for the cancellation and is not for any service.

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:

- you do not pay us when you are required to do so; or
- 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 is 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, 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:

if you have already paid for your room, we will refund your payment to you; or

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 does not affect your statutory rights.

## 11. Arrival and departure

Rooms are available from 3pm on the arrival date. Please let View Hotel Folkestone Ltd. know if you are likely to arrive after 11pm, as check in is not possible after this time.

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 11am on the day of departure. Failure to leave your room by this time may result in a late check-out charge.

## 12. View Hotel Folkestone Ltd. expectations of you (and your group):

Smoke anywhere inside the Hotel or in the adjoining buildings is prohibited, smoking must be done outside the building and away from the entrance doors. This includes the smoking of e-cigarettes. Permitted smoking areas will be identified on site. Smoking inside the building or bedroom will result in a £100 fine and eviction from the Hotel.

Pets are not allowed at the Hotel, with the exception of assistance dogs.

You are not permitted to bring any potentially dangerous or hazardous materials or equipment onto the premises without written consent from the Hotel.

Guests are not allowed to use any electrical appliances that may set off the fire alarm system, such as toasters, mini cookers or portable grills.

It is strictly prohibited to tamper with any fire alarms or emergency equipment, doing so will result in eviction from the Hotel.

Guests are not allowed to utilise rooms to store items (personal or otherwise) which could in the sole opinion of View Hotel Folkestone Ltd. cause damage to the room, or be a risk to the health and safety of staff or property.

Guests should not prevent the management, housekeeping and/or maintenance staff from access to your room(s) as and when required by View Hotel Folkestone Ltd., with housekeeping permitted full access at least once every two days to clean the room(s).

Guests may not remove, damage or destroy any property at / of View Hotel Folkestone Ltd.

If you or your group cause damage or 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 to View Hotel Folkestone Ltd. on demand the amount required to make good or remedy such damage or loss.

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

View Hotel Folkestone Ltd. reserves the right to:

- cancel your reservation with immediate effect and (if appropriate) eject you from the premises
- cancel key cards
- restrict access to the hotel
- remove your items from the room and hotel, disposing of such items (at no cost and no liability) to a local charity to the extent such items are not collected from us within 7 days of removal
- retain all sums paid by you and/or charge you the full amount of your reservation
- and/or refuse future reservations from you and/or refuse you entry or accommodation at any of our hotels.

View Hotel Folkestone Ltd. will not be liable for any refund or compensation in such circumstances.

View Hotel Folkestone Ltd. 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.

We reserve the right to change your room allocation at any point during your stay for any reason.

## 13. General

### Your information

We keep your personal data safe and secure. Full details about how we use your data are set out in our Privacy Notice ([click link for further details](#)). Similar to other commercial websites, this website and the System utilises a standard technology called cookies and web server logs to collect information about how the website and/or the System is used and how to improve them. Further details can be found in our Cookie Notice. By providing information about you and your booking group (as outlined in the Privacy Notice) 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. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees.

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 any other way, for any indirect or consequential losses including:

- loss of income, sales or revenue
- loss of business
- business interruption
- loss of profits or contracts
- loss of anticipated savings
- loss of data
- loss of reputation and/or goodwill
- wasted management or 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 View Hotel Folkestone Ltd. 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 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 at View Hotel Folkestone Ltd.

#### 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.

#### 14. Contact us

If you require further information or have any questions regarding our website or these terms and conditions, then please contact View Hotel Folkestone Ltd. by email on: [frontdesk@thevhf.co.uk](mailto:frontdesk@thevhf.co.uk)