**The Kimberley Hotel Terms & Conditions**

**Tariff**

Our tariffs range from £70 to £100 per standard room for 2 adults sharing and or children; Bed & Breakfast; across our entire room category within any one year. (Terms and conditions of Trade apply)

We have 2 different types of room classes; sea view, non-sea view. Some rooms are also suitable for families and offer twin, double and single bed formats. All are priced according to a number of variables (but not limited to those listed below)

* quality of the room
* view from the room
* number of persons in the room
* ages of person in room (re children)
* quantity of rooms booked
* season of the year
* forecasted demand
* rate of bookings being made for a given date
* lead time from point of booking to arrival
* deposit and cancellation rule
* third party agreements
* unforeseen events

When the above variables are taken into account our prices fluctuate for any given date, this fluctuation allows us to adapt to market conditions giving the customer the best price possible at the time of booking.

**Supplementary Notes to Tariff**

Per Person Per Night is abbreviated to pppn above, tariffs may also be quoted per room per stay or per room per night.

A single person supplement will apply for single person occupation of a double room this may be up to the price of a double person occupation of the room. Prices quoted are for adults separate charges apply for children.

**Terms & Conditions of Trade**

**Reservations & Confirmations**

All accommodation reservations must be confirmed at time of booking by either providing a valid credit/debit card, non-refundable deposit or full pre-payment. By issuing the card details the booker is giving The Kimberley permission to take payment from the card, if a reservation is cancelled or if an account is left unpaid according to the agreed terms of the booking. The Kimberley does not hold provisional bookings. Once a reservation has been confirmed, where possible The Kimberley will confirm the reservation back in writing via letter, email or other suitable method.

**Bedroom Rates**

All rates quoted at time are subject to availability, seasons & time of year, The Kimberley has the right to change and/or amend rates as we see fit. Rates will be subject to annual increase and local events.

**Check In**

Check in is from 2 pm on the day of arrival and full payment for your stay will be required at check in. With regard to group bookings it is the responsibility of the booker to inform all of their guests of the check in and Check-out time. Other check in times can be made by arrangement.

**Check out**

We ask that guests vacate their room by 10am on the day of departure.

**Foreign Currency**

The Kimberley does not accept or exchange any foreign currency.

**Cash Back**

The Kimberley does not offer a cash back facility with any credit or debit cards.

**Cancellation by Guest**

Unless otherwise stated in writing via letter, email or other suitable method at time of booking a default cancellation policy is in force this being: cancellation before 6pm, 2 weeks before arrival you will suffer the loss of any pre-payments or deposit already paid.

Cancellation after the above time means you pay in full the total cost minus any pre-payments or deposit already paid.

Therefore it is important that you ask/read at the time of booking the deposit/cancellation rules, which on most occasions will be communicated via a confirmation in writing via letter, email or other suitable method.

**Cancellation Insurance**

We highly recommend a holiday cancellation insurance policy, which covers cancellation through illness, accidents etc.
 **Cancellation by The Kimberley**

The Kimberley has the right at any time (giving such notice as possible to the guest) to cancel the accommodation without recourse or liability to the guest for any loss, damage or changes caused by circumstances outside its control including, without limitation, an “Act of God”, war or the threat of war, riot, civil strike, industrial dispute, terrorist activity, natural or nuclear disasters, extreme weather conditions or other event or circumstances which were unusual and unforeseeable and the consequences of which could not have been avoided even if all due care had been exercised.

**Cheques**

Payment by cheque is accepted only by prior arrangement.

**Credit Card**

The Kimberley accepts most major valid credit cards, such as Master Card & Visa (this is not an exhaustive list, if in doubt please do contact us). The card must not expire before the arrival date.

**CCTV**

In the public areas of The Kimberley 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 Kimberley and security for all its Clients and staff.

**Data Protection Policy**

The Kimberley is committed to protecting (i) the privacy of its customers; and (ii) the confidentiality of the information provided to it by customers. Your personal details will not be sold on or passed on to third parties.

**Terms Are Before Commission**

Unless otherwise indicated in writing all rates and prices are before commission.

**Relaxation Of Terms & Conditions**

The hotel may relax any of the aforementioned terms and conditions without prejudicing the right to subsequently strictly enforce them.

**Complaints**

We attempt to deal with complaints as speedily as possible; complaints must be addressed to a member of staff immediately.

**Recompense**

Any recompense given and accepted at the time of departure or earlier is accepted by the guest and made by The Kimberley as full and final settlement of all matters declared or not up to the point of recompense. Any recompense given and accepted after departure at any time after this event is accepted by the guest and made by the The Kimberley as full and final settlement of all matters declared or not up to the point of recompense. Your statutory rights are unaffected.

**Smoking**

Whilst smokers are most welcome there is a no smoking policy throughout The Kimberley. You must not smoke in our hotel or interfere with our fire detection system. If you do so, we will terminate your Booking without refund and reserve the right to require you to leave the hotel immediately. You authorise us to charge you any costs we incur if you smoke or cause damage in our hotel including costs for specialist cleaning (to make the room fit for sale as a non-smoking environment) and the cost of the room for any time period it is unusable. You authorise us to charge this amount (starting from £150) to the payment card used in your Booking, or failing that cash on departure. We will send you (at the address on the Booking) a breakdown of these charges within 20 working days. We may refuse to accept bookings from you in future. The Hotel also reserves the right to subsequently inform the relevant authorities who may act as they feel fit if it is suspected that a breach of legislation has occurred.

**Damage**

The Client shall be responsible to the Company for any damage caused to the allocated rooms or the furnishings, utensils and equipment therein or to the Hotel generally by any act, default or neglect of the Client or any sub-contractor, employee or guest of the Client and shall pay to the Company on demand the amount required to make good or remedy any such damage. If you do so, we will terminate your Booking without refund and reserve the right to require you to leave the hotel immediately. You authorise us to charge you any costs we incur if you cause damage in our hotel including costs for specialist cleaning, repair and renewal, the cost of the room for any time period it is unusable and any other inconvenience caused. We may refuse to accept bookings from you in future. The Hotel also reserves the right to subsequently inform the relevant authorities who may act as they feel fit if it is suspected that a breach of legislation has occurred.

**Etiquette**

The Hotel reserves the right to judge acceptable levels of noise or behaviour of the Client, its guests, representatives or contractors (including, but not limited to, persons engaged by the Client to provide entertainment or other services). The Client must ensure compliance with the Hotel’s direction as to noise or behaviour. We may refuse to accept bookings from you in future. The Hotel also reserves the right to subsequently inform the relevant authorities who may act as they feel fit if it is suspected that a breach of legislation has occurred.

**Booking Accuracy**

We take every care to ensure that at the time of going to print, the details in all our leaflets are accurate regarding the description and information about facilities available or planned to be available. Photographs are for general guidance only. There may be occasions where facilities need to be withdrawn due to repair, renovation, development, adverse weather conditions, changes in government legislation or codes of practice or other occurrences outside our control. We reserve the right to make such alterations without prior notice and we are unable to accept any liability as a result thereof.