

Terms and Conditions for the booking of bedrooms at Northcote

1. Preliminary

1.1. In these terms “Us”, “Our” and “We” refers to Sandshow Limited company number whose registered office is at Northcote, Northcote Road, Langho, Blackburn BB6 8BE and “You”, “Yours” and “Your” refers to the person ordering goods or services from Us. The following terms shall have the following definitions:

1.1.1. **the Agreement** means the agreement between You and Us to provide goods or services incorporating these terms

1.1.2. **Working Days** means Monday to Friday inclusive except public holidays

1.1.3. **Price** means the price payable by You to Us for the goods and services provided by Us which shall be the full advertised tariff price including VAT [at the date of Your booking]

1.1.4. **Deposits** means payments by You prior to Your arrival at Northcote

1.2. Headings contained in the Agreement are for reference purposes only and shall not be incorporated into the Agreement and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

1.3. All agreements on the part of either of the parties, which comprise more than one person or entity, shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successors in title to the parties.

2. Terms Apply

2.1. All sales and supplies of goods and services by Us will be in accordance with the conditions of sale set out in these terms (save where such conditions are varied by agreement in writing between Us and You) and each order for the supply of goods or services shall constitute a separate contract on these terms.

3. Confirmation of Booking, Alteration

3.1. All bookings are provisional and We enter into no Agreement until We confirm the booking in writing to You

4. Price, Payment

4.1. Should We incur increases in Our costs of performing the Agreement due to unforeseen circumstances, We reserve the right to make necessary changes to the Price to reflect such increases in cost to Us.

4.2. The balance of the Price is payable on checking out of Northcote. All rooms must be vacated by 11.00 am on the date of departure unless agreed otherwise by Us. We reserve the right to make additional charges to You for rooms vacated after 11.00 am.

4.3. We reserve the right to make additional charges for all services provided during the term of the booking but of which we become aware of after You have left Northcote including any additional cleaning charges.

4.4. We reserve the right to make additional charges for damage caused or items removed whether before or after You leave Northcote and for any breach of clause 9 below.

5. Deposits

5.1. A £100 per room booking deposit will be taken upon booking. The Deposit will be refunded for cancellations made prior to the cancellation period of 2 working days. We shall set off Deposits paid by You against the final Price.

6. Termination, Suspension

6.1. In the event of any of the following occurring, We may, without prejudice, to any other right or remedy available, terminate the contract and/or suspend any current and/or future provision of goods or services under the Agreement without any liability to You:

6.1.1. You make any voluntary arrangement with Your creditors or become subject to an administration order
or

6.1.2. You (being an individual or firm) become bankrupt or

6.1.3. You (being a company) go into liquidation or

6.1.4. an encumbrance takes possession of, or a receiver is appointed of any of Your property or assets or

6.1.5. You cease or threaten to cease to carry on business or

6.1.6. We reasonably apprehend that any of the events mentioned above is about to occur in relation to You and notify You accordingly.

6.2. In the event of termination or suspension the Price for any goods or services that We have provided to You shall become immediately due to Us.

Continued overleaf

7. Cancellation

7.1. In the unfortunate circumstance that You have to cancel or postpone Your confirmed booking at any time prior to two Working Days prior to the date of arrival We will refund any paid deposits. In the event that the booking is cancelled by You less than two Working Days prior to the date of arrival, cancellation charges equal to the Price shall be payable by You.

Where possible our Reception Team will endeavour to re-let the room at the full price and therefore negating your obligations. If necessary we may re-let the room at a reduced price, leaving the balance against your confirmed rate as the outstanding liability.

7.2. Any cancellation, postponement or partial cancellation must be confirmed in writing or by email and shall not take effect until received by Us. If We do not receive written confirmation of cancellation We reserve the right to charge the full Price for Your booking.

7.3. We reserve the right to cancel any Agreement forthwith or at Our discretion offer alternative facilities without any further responsibility on Our part in the event of:

7.3.1. Any occurrence beyond Our reasonable control which shall prevent Us from performing Our obligations in connection with the booking

7.3.2. If the booking might, in Our opinion prejudice Our reputation

7.3.3. If You are more than 30 days in arrears of payment to Us

7.3.4. If We are entitled to terminate or suspend according to clause 6

7.3.5. If any event having a supervening claim to the use of Northcote is scheduled or rearranged to the date of the Event after the date of the Agreement.

7.4. Where we cancel the booking under any of the circumstances set out in clause 7.3 You shall be entitled to a full refund of Your Deposit if paid but in relation to that booking only.

8. Liability

8.1. We shall not be liable to You for damages or compensation as a result of a cancellation by Us pursuant to the Agreement but will to the exclusion of any other compensation or remedy return any Deposit paid by You in the event of such a cancellation.

8.2. Our liability to You in respect of any financial or business loss or damage suffered by You as a result of Our action or omission (including Our negligence or that of any of our employees, agents, sub-contractors) shall be limited to the greatest extent permitted by law and shall not exceed the Price.

8.3. We shall not be liable to You for any loss inconvenience or damage caused as a result of Your failure to provide necessary information to Us accurately or in time with reference to bedroom or restaurant booking

8.3. Our liability for Your goods or those of Your attendees shall be limited to that as set out in the Hotel Proprietors Act 1956.

8.4. You agree with Us that the terms of this clause are reasonable and form a part of the Agreement.

9. Your Responsibilities

9.1. It shall be Your responsibility to ensure that no damage is caused to the room or any other facilities at Northcote and You shall indemnify Us and keep Us indemnified against loss, cost or damage howsoever sustained by Us as a result of Your actions while at Northcote.

9.2. No alcohol or food not purchased at Northcote shall be consumed at Northcote and We reserve the right to request that You accept a charge or vacate Northcote for any breach of this clause.

9.3. Northcote operates a complete non-smoking policy and the result of smoking in a bedroom or internal public areas will result in a deep clean charge of £180, this will be charged to your account on or after departure

9.4. It is your responsibility to conduct yourself in an orderly manner with respect to our other guests and our dedicate staff. Unacceptable Behaviour including irresponsible and excessive drinking, foul language and any illegal act will result in us asking you to settle your account and vacate Northcote immediately and where necessary may result in us contacting the authorities.

9.5. Any breach by You of this clause 9 may lead to a liability on You part to make additional charges pursuant to clause 4 above.

10. General

- 10.1. The failure of Us at any time or times to require performance of any provision of the Agreement shall not affect Our right to enforce such provision at a later time. No waiver by Us of any conditions or the breach of any term covenant representation or warranty contained in the Agreement in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or be deemed to be or construed as a waiver of the breach of any other term covenant representation or warranty in the Agreement.
- 10.2. In the event that any provision of the Agreement or any part of such a provision is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable that provision or the relevant part of it shall take effect amended in such manner as achieves the intention of the parties without illegality or at Our discretion it may be severed from the Agreement in which event the remaining provisions of the Agreement and the remaining parts thereof shall remain in full force and effect.
- 10.3. It is the intention of the parties that no person not a party to the Agreement shall have any rights in relation to it under the Contracts (Rights of Third Parties) Act 1999.
- 10.4. Nothing in the Agreement shall affect Your statutory rights if You deal with Us as a consumer (as defined in the Consumer Protection Act 1987).