



## Terms and Conditions

Updated June 2018

### Accessibility

Our bedrooms are spread across two floors, with rooms on the first floor accessible via stairs. Please note that the hotel does not have a lift. We have a number of rooms on the ground floor, please contact us directly by email or call 01572 722844 should you require a ground floor room.

All of our rooms are fitted with en-suite facilities with the shower over the bath, we do not have any rooms with walk in showers. We do have rubber bath mats on request, should you require one for your stay please contact us directly via return email or call 01572 722844.

### Check In and Check Out

Our check in time is from 2pm until 11pm and check out is by 11am. For early check in or late check out please contact the hotel for more information. Should you arrive before 2pm you are welcome to park your car in our carpark before you check in. Porterage is available on request to assist with luggage when checking in and out.

### Booking Terms & Cancellation policy

#### **1. Individual bedroom reservations:**

Cancellation is no less than 48 hours prior to arrival. In the event of late cancellation or no show the first night charge will be made.

In the event of cancellation a reference will be given at the time of cancellation.

Your credit or debit card details have been taken to guarantee your booking, **no charge has been made to your card in advance of your stay** (unless booked on pre-paid advance purchase rate) **and payment for your stay will be taken on the day of arrival at the Hotel.**

**Discounted Prepaid Advanced Purchase rates are non-refundable and non-transferrable.**

Enhanced terms & conditions apply to group reservations of more than 4 rooms which are set out below.

#### **2. Bedroom group reservations of 5 to 12 rooms:**

The Cancellation policy is 2 weeks prior to arrival.

A valid credit/debit card is required to guarantee the booking.

Full payment for the booking will be due no later than 2 weeks prior to arrival. This can either be paid by the booker or individual rooms can call to pay over the phone. Any rooms unpaid by two weeks prior to arrival will be automatically released.

Any dining arrangements would need to be pre-booked at least 2 weeks prior to arrival and we would require a pre-order for parties of 8 or more. The menu would be sent out a couple of weeks prior to arrival.

A rooming list would be required at the time of booking.

### **3. Bedroom groups of 12 rooms or more:**

The cancellation policy is 1 month prior to arrival.

A **non-refundable** deposit of £10.00 per person per night is required at the time of booking and a credit or debit card will be required to guarantee the booking.

3 months prior to arrival we will review the group room requirements and any rooms not required will be released.

1 month prior to arrival the full balance payment is due.

2 weeks prior to arrival a rooming list is required.

Any dining arrangements would need to be pre-booked at least 2 weeks prior to arrival and we would require a pre-order for parties of 8 or more. The menu would be sent out a couple of weeks prior to arrival.

Any rooms on allocation will be held for a maximum 2 months. Any unused rooms from the allocation will automatically be released at the end of the hold period.

### **Methods of payment**

We accept most credit/debit cards except Diners. Cheques are not accepted for deposits or as payment for final account. Payment will be taken upon arrival at the hotel for the stay's accommodation charge.

### **Pet Policy**

Guide dogs are welcome free of charge. Other pets are subject to the discretion of the hotel and must be arranged in advance of arrival. Pets will incur a deep cleaning charge for the room of £20.

### **Smoking Policy**

We have a non-smoking policy within the Hotel, all bedrooms and areas of the hotel are non-smoking. Smoking in a bedroom will incur a £100 deep cleaning charge. The designated smoking area is at the "covered" well in the carpark.

### **Parking**

Please note that our car park has around 18 spaces and car parking is allocated on a first come first serve basis. Should the carpark be at capacity, you can find additional parking in the Museum carpark next door, the Catmos Council carpark across the road from the hotel or the South Street

4 Catmos Street, Oakham, LE15 6HW. 01572 722844 | [enquiries@wisteriahotel.co.uk](mailto:enquiries@wisteriahotel.co.uk)

carpark 50m from the hotel. These car parks do have a nominal charge for parking, which can be paid by cash at the machine or by mobile phone, from 8am to 6pm Monday to Saturday - Sundays and bank holidays are free.

Our 'private driveway' entrance to the hotel carpark is reached from South Street at the back of the Hotel. It is opposite the Fire Station between the Museum car park wooden fence and the large green hedge on the border with Cavell's store. If using a Sat Nav please enter postcode LE15 6BQ it will bring you to the Fire Station.

We regret we cannot accept responsibility for any loss or damage caused to vehicles or their contents whilst parked.

### **Reception**

Reception is open from 7am to 11pm. In an emergency after hours please dial night emergency from your bedroom telephone. There is a member of staff on site 24hrs a day.

### **Children**

Children under the age of 16 are not permitted to stay in the hotel unaccompanied. To ensure compliance with liquor licensing laws, we operate a Challenge 21 policy in the bar areas. Guests who look potentially under the age of 21 will be asked for photo ID before being served alcoholic beverages.

### **Electrical Appliances**

A hairdryer is provided in the room, iron and ironing board are available on request. Most bedrooms have shaver sockets in the bathroom.

Reception can supply adaptors for guests requiring them.

### **Laundry Service**

Next day wash and dry only service is available. Please deposit garments with reception by 9:00am & these will be returned to your room by 5pm the following day. Plastic bags are available at reception.

### **Safe Deposits and Valuables**

Bedrooms do not contain a safe. Valuable items can be stored in the main hotel safe on request. The management regrets that no responsibility can be taken for the loss or damage of any item.

### **Breakfast**

Breakfast is served between 7:00am & 9:00am weekdays and 8:00am to 10:00am. Breakfast is an informal occasion offering a hot plated breakfast to order in addition to the cold buffet.

We can offer an early breakfast tray (continental only) which will be delivered to the room at around 9pm the prior evening – this needs to be arranged in advance via reception. We offer gluten free bread and cereals, as well as vegetarian sausages.

### **Hunters Bar & Kitchen**

The opening hours for our Hunters Bar & Kitchen are as follows:

#### **Bar opening hours:**

Monday to Thursday	6pm to 10:30pm
Friday & Saturday	6pm to 11pm
Sunday	12pm to 10pm

#### **Kitchen opening hours:**

Tuesday to Saturday	6pm to 9pm
Sunday	12pm to 8pm
Monday	Closed

Reservations can be made at Reception. **We strongly recommend pre-booking for Hunters Bar & Kitchen prior to arrival or at time of check in to ensure table and time availability.**

We do not have a dress code in either of our restaurants - we want you to relax and enjoy your evening!

Children's meals are charged at 50% of the adult price.

If you have any special dietary requirements please advise us in advance and we will be happy to accommodate your requests.

We regret we cannot serve alcohol to guests under 21 unless ID is produced.

### **Availability of facilities**

Whilst every effort is made to ensure all advertised facilities are available during your stay it may sometimes be necessary to limit or close a facility for improvement or additions to the Hotel for the future enjoyment of our guests, for health and safety reasons, or essential maintenance or other reasons beyond our control including weather. We will endeavour to advise guests in advance whenever possible.

### **Wi-fi Terms and Conditions**

You may only use Wi-Fi supplied by the Wisteria Hotel by accepting the following Terms & Conditions. By using the supplied Wi-Fi it will be taken that you have read & agreed to the following terms and conditions.

This agreement sets out the terms and conditions on which wireless internet access ("the Service") is provided free of charge to you, a guest of the Wisteria Hotel ("us") in consideration for your custom. Usage of which confirms your agreement to these terms and conditions and your agreement to allow us to send to you by e-mail our promotional and marketing material;

#### **1. Extent of the Service**

1.1 We do not recommend in particular the use of any websites (or other internet related services) ("Internet Services") and your use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.

1.5 We do not guarantee:

1.5.1 the availability of the Service;

1.5.2 the speed at which information may be transmitted or received via the Service; or

1.5.3 that the Service will be compatible with your equipment or any software which you use.

1.6 We do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

## 2. Your Use of the Service

2.1 You must not use the Service to access Internet Services, or send or receive e-mails, which:

2.1.1 are defamatory, threatening, intimidating or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);

2.1.4 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

2.1.5 contain material which infringe third party's rights (including intellectual property rights);

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business; or

2.1.7 are otherwise unlawful or inappropriate;

2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.2 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

### 3. Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

3.3 You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

### 4. Our Use of your Information

4.1 Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business.

### 5. Other Terms

5.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.

5.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.3 We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this

agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

5.4 This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

## **Meeting & Events Terms & Conditions**

### **Confirmations**

All bookings need to be confirmed in writing together with the required deposit payment. After 14 days from booking date or attached letter date, unconfirmed bookings are released without prior notice.

### **Amendments and cancellations**

Amendments may be made up to 1 week (5 working days) before the event.

Reductions in delegates below the agreed minimum number may incur cancellation charges. Alternative facilities may be offered to suit the number of delegates.

Actual charges will be based on final numbers confirmed 48 hours prior to the event, the minimum number of delegates agreed or the actual number of delegates attending the event whichever is higher.

For reductions in delegates more than the agreed minimum numbers or cancellation of the event, notification must be made in writing as soon as possible and will be effective on the date received by the hotel. The hotel reserves the right to charge the following sums for any loss of income due to cancellation, non-arrival or substantial reduction in numbers confirmed for services as follows, unless a booking is obtained for the same dates from a third party on no less favourable. The following cancellation charges will apply:

1. For notification received 31 days or longer in advance there are no charges but any deposits will be retained.
2. Between 14 and 31 days in advance- 50% of all anticipated charges
3. Between 3 and 14 days in advance- 70% of all anticipated charges.
4. Less than 3 days in advance- 100% of all anticipated charges.

### **Payment Terms**

Account facilities will only be granted to those companies or individuals that have established credit facilities in advance.

The client agrees to pay total contract costs within 30 days of invoice date failing which, interest will be charged at 5% monthly or part monthly thereafter.

The hotel reserves the right to withdraw credit facilities at any time without notice.

The hotel reserves the right to request a pre-payment of a deposit at the time of confirmation of booking. Deposits are non-refundable.

### **Liability**

The hotel will be liable to the client/or persons attending the function for injury to persons or loss or damage to property only where and to the extent that it has been negligent but otherwise will be under no liability to them whatsoever.

The client will be liable for any loss or damage to the hotel's property including walls, light fittings and equipment (including items hired for their use) or injury to any person including the hotel's staff and shall indemnify the hotel against any loss or liability (other than the hotel's liability in i. above) arising from the function.

The client will be liable for loss of revenue in the event that liquor is brought into the hotel by the client or any persons attending the function for consumption on the premises.

### **General**

The client is advised to consider arranging insurance for the function covering public liability and loss or damage to its property and that of persons attending the function.

For all evening functions on agreeing opening and closing times of the bar, last orders will be taken fifteen minutes before the music ends. The room to be vacated twenty minutes after bar closing.

The sale of liquor at the function must be reserved to holders of tickets for the function purchased in advance and/or invitees of the client. The client need to ensure compliance with this condition and the restriction of entry to the function of such persons.

The hotel will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, it reserves the right to provide alternative services of at least an equivalent standard at no additional cost to the client.

Whilst the hotel has taken all reasonable steps to ensure that the information contained in its brochure, tariffs, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice if necessary.

Notwithstanding anything contained in these terms, the hotel will not be liable for any failure to perform its obligation to the client in whole or part as a result of any of the following circumstances:

- a) Strikes
- b) Other industrial action(s)
- c) Fire at or near the hotel
- d) Flood at or near the hotel
- e) Civil unrest, dispute or commotion
- f) Act of God
- g) Legal action against the hotel, not resulting from negligence, preventing the supply of services
- h) War.