

The Stamford Terms and Conditions

These are the terms and conditions that apply when you reserve a room at The Stamford. You will be asked to confirm your acceptance of these terms and conditions when you make a reservation.

Definitions

The Company, Us or We refers to The Stamford Southport Ltd located 17 Bath Street, Southport, PR9 0DP.

The Client is the person who arranges the Accommodation; they could also be the Guest.

The Guest, You are the person who stays at the Property, they could also be the Client.

Together referred to as The Parties.

Booking means the booking for accommodation, functions and / or any other services or items made with the Company.

Accommodation means the premises for which your Booking is made.

Property is an apartment or room at premises operated by the Company.

Fee is the rental for the Property and inclusive services which is payable in advance.

Terms, means these terms and conditions.

Inclusive Services means housekeeping services, linen and towel change, use of electricity, gas, water, sewerage, council tax (business rates), TV licence.

Bookings

All Bookings at the Property are subject to these Terms.

The Company shall be entitled to vary, amend and/or otherwise change these Terms and Conditions at any time without prior notice.

If a third party makes the booking at the Accommodation for the Guest, it is liable to the Company as the booking party together with the Guest as joint debtor.

The rates quoted are based on your period of stay. Rates are subject to change as a result of changes in your arrival and/or departure dates.

Scope

Your stay at the Property is not intended to confer exclusive possession on either the Client or Guest nor to create the relationship of landlord and tenant between the Company and either the Client or the Guest. Neither the Client nor the Guest will be entitled to any tenancy, or any assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988, or to any other statutory security of tenure now or upon the determination of this Agreement.

Rates are subject to change without notice. Prices displayed on our and our partners' Websites are an average per night per person until a rate is selected. A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified. Once a rate is selected on the Websites, the total for your requested stay
Version Jun 2020 Registered in England, company number 11911938, registered office 1st Floor Audley House, Northbridge Rd, Berkhamsted, Herts HP4 1EH

shall be displayed on the reservation summary. Prices shall be charged in the local currency of the Property and any currency conversion facility is provided as an approximation tool only. Please refer to the Currency Disclaimer below for further details.

Agreement for Occupation

The Company permit the Client to occupy the property, such occupation being by the Guest personally only and to use the Company's furniture and effects for the accommodation period. All visitors to the Property are the responsibility of the guest.

You must be 18 years or over when you book your accommodation. Your booking is made as a consumer and you acknowledge that no liability can be accepted for any losses suffered or incurred by you.

We reserve the right to refuse to accept any booking for whatever reason.

Unless otherwise stated on the booking confirmation, you may arrive at your accommodation after 3:00pm on the start day of your booking and, unless otherwise agreed, you must leave by 11:00am on the last day. If you fail to arrive by 23:59pm on the start date and do not advise us of a late arrival we may treat the booking as being cancelled by you. Any non-secured reservation will be held until 4:00pm on the day of arrival at which time we will be entitled to re-let the room, unless the guest has notified the Company of a late arrival.

If the number of people permitted to occupy a Property is exceeded (which would be in breach of Health and Safety Regulations) we reserve the right to move excess occupants and charge for additional Accommodation or request the excess occupants to vacate the property.

Reservations /Paying for your room

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.

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.

Extras are not 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.

The Client will pay to the Company:-

Website bookings

For our non refundable rates we require full prepayment for the entire stay at the time of the Booking and this is non-refundable and the Booking non-changeable. Prepayment is charged to the credit/debit card supplied at the time of the Booking. Cancellation or non-arrival will result in the forfeiture of the prepayment.

For our refundable rate full payment is charged to the credit/debit card supplied at the time of booking according to the cancellation used at time of booking. If you wish to cancel your booking during the cancellation period then please advise us by e mail or telephone, otherwise your card will be charged.

Booking.com/Expedia bookings

For our non-refundable rates we require full prepayment for the entire stay at the time of the Booking and this is non-refundable and the Booking non-changeable. Prepayment is charged to the credit/debit card supplied at the time of the Booking. Cancellation or non-arrival will result in the forfeiture of the prepayment.

For our refundable rate we will take full prepayment for the entire stay, however if you wish to cancel during the cancellation period then please advise us by e mail or telephone and we can refund you the full amount straight away.

All payments will be made online and in advance using a credit / debit card. We require full prepayment for the entire stay at the time of the Booking and this is non-refundable and the Booking non-changeable. Prepayment is charged to the credit/debit card supplied at the time of the Booking. Cancellation or non-arrival will result in the forfeiture of the prepayment.

For group and golf break bookings payment for balance owing is payable 4 weeks prior to arrival date.

There is no fee for credit or debit cards nor BACS transfer. The expiry date of your debit/credit card must be later than the end of your stay. We do not accept personal cheques or cash.

If the period between the conclusion of the contract and the fulfilment of the contract as defined by the contractual agreements shall exceed four (4) months and the general price charged for such services is increased by the Company, we reserve the right, at our sole discretion, to increase the contractually agreed price as appropriate, but by no more than five percent (5%) in total.

Should payment not reach us within the required time we reserve the right to cancel any bookings made.

If the Client fails to pay the Company any sums that are payable under this agreement when due, the Client will pay the Company, on demand, interest on the unpaid sum in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date payment is due until the Company receives payment in full cleared funds both before and after any judgement.

A deposit covering breakages and damages may be required at the time of booking. The deposit will be refunded at the end of your stay, following our inspection of the Property used by you and the settlement of all charges owing to us. If a deposit is not charged, valid credit/debit card details to cover any additional charges during either your current or any future stays with Us must be supplied by the time of booking and we reserve the right to deduct from that card, without further notice, all amounts chargeable under this agreement. Within one week of such deduction we will provide the booker by email a breakdown of the issues and costs of rectifying them. In the event that payment is declined, for any reason, or no card details are provided, We reserve the right to charge the organisation or individual who made the booking at the address provided. You must pay this invoice within seven (7) days of issue.

We expect the Property to be left in a reasonable state on departure. If, at our discretion, additional cleaning is required on departure, the cost of this cleaning will be charged as an additional charge.

Group Reservations

If you wish to make a group booking or book the entire hotel then please email stamford@sleepenjoy.co.uk

Cancellations

Your right to cancel:

Website bookings

For our non-refundable rates we require full prepayment for the entire stay at the time of the Booking and this is non-refundable and the Booking non-changeable. Prepayment is charged to the credit/debit card supplied at the time of the Booking. Cancellation or non-arrival will result in the forfeiture of the prepayment.

For our refundable rate full payment is charged to the credit/debit card supplied at the time of booking according to the cancellation policy taken at the time. If you wish to cancel your booking during the cancellation period then please advise us by e mail or telephone, otherwise your card will be charged according to the cancellation policy chosen at the time.

Booking.com/Expedia bookings

For our non-refundable rates we require full prepayment for the entire stay at the time of the Booking and this is non-refundable and the Booking non-changeable. Prepayment is charged to the credit/debit card supplied at the time of the Booking. Cancellation or non-arrival will result in the forfeiture of the prepayment.

For our refundable rate we will take full prepayment for the entire stay, however if you wish to cancel during the cancellation period then please advise us by e mail or telephone and we can refund you the full amount according to the cancellation policy taken at the time. If you wish to alter your booking, we will use our best efforts to accommodate your requirements, however, you will be obliged to pay any additional expenses incurred as a result of alteration. In addition, we may charge, at our discretion, an amendment fee of £50 plus VAT to cover the necessary administrative costs incurred.

No refunds will be made for non-arrivals.

Our right to cancel:

In the unlikely event we have to cancel or make a change to your accommodation we will use all reasonable efforts to contact you as soon as possible to explain what has happened and to inform you of the cancellation or the change. If possible we will offer alternatives but should these alternatives be unacceptable to you the booking will be treated as cancelled and we will refund any money you have paid to us within seven (7) days of any cancellation, but we shall have no further liability to you arising out of such cancellation.

Your booking is for a class of room in the Property and does not guarantee that you will be able to stay in a specific room or in the same room for the duration of your stay. If you have indicated a preference for a particular room on the Website, we will use our reasonable efforts to honour this preference. However, we may need to allocate an alternative room to you for operational or safety reasons. If we need to move you to a different room during your booking for which a lower rate is available than the rate you booked at, we will refund you the difference in the rates.

We shall not be liable for changes, cancellations or any other effect on your booking due to events beyond our control (force majeure). In these Conditions 'force majeure' means any event or consequences thereof which could not have been reasonably avoided, by us even with the exercise of all due care and which are outside our control. Further details are given below.

Insurance

Version Jun 2020 Registered in England, company number 11911938, registered office 1st Floor Audley House, Northbridge Rd, Berkhamsted, Herts HP4 1EH

Please protect yourself with travel insurance against cancellation or reduction in length of stay arising from any cause including, but not exclusively; adverse weather, illness and family crisis.

Limitation of Liabilities

The Company will not be responsible for the loss or damage of any property left in the Property other than as required under the Hotel Proprietor's Act 1956 and the Local London Authorities Act 2004 or any other applicable law.

The Company will not be held responsible for the acts or omissions of third persons, Company employees or representatives, occurring on the premises, except when they arise out of the strict performance of the Company employee's or representative duties. In any event, the Company will not be held responsible under any circumstances for damages in excess to the equivalent the daily room rate of the person to whom it is liable.

The Company will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Company, its employees, contractor or agents or otherwise). The Company's total liability shall not exceed the value of the charges received by it under the Contract.

We shall have no liability to you for the death or personal injury to you or any members of your party unless this results from an act or omission on our part.

Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by the Company's negligence or liability for fraud or fraudulent misrepresentation.

Any guest using their own electrical appliances (hairdryers, curlers, tongs, shavers, personal computers, personal stereos, etc.) must use an appropriate adaptor. Non-UK plugs used without the appropriate adaptor / transformer are a serious fire risk. Please ensure that all heated appliances are switched off and stored safely before leaving the Property. Guests found to be in breach of this rule may be asked to leave with immediate effect.

You must take all necessary steps to safeguard your personal property and we accept no liability to you in respect of loss, damage, or theft of such property unless caused by negligence on our part.

Cars and their contents are left at owners' risk. Please ensure that cars are locked and possessions are left out of sight.

Lost property and articles left behind by guests which are found after departure will be kept for one (1) month after departure or forwarded at the guest's expense. After that time, unclaimed items will be disposed of by the Company as its sole discretion.

Smart Keys

If, between the hours of 10:00pm and 8:00am the Guest locks him or herself out of the Property and requires assistance from the Company to re-enter the Property, the Company reserves the right to charge a £70.00 administration fee (which if not paid to the Company representative on demand may be invoiced to the Client).

The Company will retain keys to the Property and will access the Property to provide the services set out in the Agreement and any necessary maintenance and also to inspect the Property and carry out repairs to the structure, roof, exterior or any services, appliances or equipment therein. We reserve the right to enter the Property at any

reasonable time during your stay for essential maintenance or if we suspect damage has been caused or any emergency. We will make reasonable efforts to contact you before entering the property.

Arrivals and Departures

Website Bookings

Rooms are available from 2pm. Check-in before 2pm is offered based on availability. A fee will apply. For assistance with making these arrangements, please contact the Company at least twenty-four (24) hours before your booked arrival time.

Checkout time is 11:00am. Failure to leave your room by this time may result in a late check-out charge.

Booking.com/Expedia bookings

Rooms are available from 3.30pm. Check-in before 3:30pm is offered based on availability. A fee will apply. For assistance with making these arrangements, please contact the Company at least twenty-four (24) hours before your booked arrival time.

Checkout time is 11:00am. Failure to leave your room by this time may result in a late check-out charge.

Guests wishing to extend their stay will be charged at an hourly rate at our discretion. Fees vary according to checkout time. Arrangements are subject to availability.

Check-in

We do not have a reception at this hotel. It is self-check-in and access details will be e mailed on the morning of check in. Guests may need a smart phone to access their room.

Housekeeping Services

The accommodation includes a regular housekeeping services, linen and towel change. This is not a daily service, linen is changed weekly and/or on changeover. Towels are replenished every 3 days and/or on changeover.

Services

We cannot be held responsible for any failure or interruption to services to the Property, for example, gas, water and electricity, or for any damage, disturbance or noise caused as a result of maintenance work being carried out in any part of the building.

Wireless Broadband Internet

Wireless Broadband Internet is usually available at our location, and we will use our best endeavours to ensure that an adequate service is available at all times, however, the Company will not be liable for loss of this service due to connection, environmental or human error and no support service is available. For this reason, Wireless Broadband Internet is not a contractual provision. Neither the Company nor its employees assume any responsibility for any damage to your computer or the data contained on it, nor the security of any data transferred over the internet. Guests are responsible for the protection of their computers from loss of data, unauthorised access or viruses. A copy of our Fair Use Policy is available on request.

Client's Obligations

The Client will guarantee that any guest will:

From the 1st July 2007, UK legislation provides that smoking is not permitted at the Property. This includes the smoking of e-cigarettes. Smokers must vacate the building should they wish to smoke. Where there is evidence of guests smoking within the Property, we reserve the right to charge £150 plus VAT for specialist cleaning.

Not keep any animals, insects, birds or reptiles in the Property. Guide dogs are accepted by prior arrangement, and other dogs may be accepted at the Company's discretion, but otherwise no pets are allowed at the Property.

When Guests with small children occupy the Property, the Guest undertakes to provide all suitable childproofing safety equipment.

Not to do or permit any act that would make any insurance policy on the Property void or voidable or increase the premium.

Not to do anything that may cause a nuisance or annoyance to the Company or to any other occupier or guest of adjoining properties or do anything at the Property that is illegal or immoral. Noise disturbance after 11:00pm can be reported to the Sefton City Council.

Ensure that at the end of this Agreement the Property is cleared of the guest's effects and left in good repair and clean condition and make good, pay for the repair or replace of such items of the fixtures, furniture, furnishings and other effects as shall be broken, lost, damaged, or destroyed save as for reasonable wear and tear excluding matters covered by insurance.

Use the Property for residential purposes only and not for any business use.

Not make any alterations to the Property.

Indemnify and keep the Company fully and effectively indemnified against all losses, claims, demands, actions, proceedings, damages, costs of expenses or other liability or right arising in any way from this Agreement.

Not assign, underlet, sub-licence, charge or part with possession of whole or any part of the property, take in lodgers or share occupation of the Property with any person in any way.

Not sell, loan, charge or otherwise dispose of or part with possession of any of the contents located at the property including without limitation the Company's furniture and effects.

Not block or put noxious or damaging substances into the sinks, baths and lavatory cisterns or waste or soil pipes in the property or allow them to overflow.

Not leave the entrance door or windows to the Property open but to ensure that all door and window locks are properly engaged at all times. All windows must be closed when not in the Property or during bad weather.

To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated. Extractor fans located in the bathrooms and Ensuites must be switched on at all times to prevent damage to the Property.

Not change any lock to the Property or have any duplicate keys made.

To report any plumbing, electrical or general problem to the Company as soon as is practicably possible and to desist from attempting to remedy such problem on their own.

To maintain properly insured to their full replacement value all of the Client's and/or guest's personal property which is kept either at the Property or on the guest's person.

To use all equipment provided at the Property strictly in accordance with its operating instructions and not for any purpose other than its intended use.

Not to leave or store any valuable personal possessions anywhere in the Property where they can be easily viewed by third parties.

Not to play ball games inside or within the grounds of the Property.

To ensure that the number of people occupying the property does not at any time exceed the maximum number of permitted occupants as set out in notifications in or around the Property.

To use any cleaning products, liquids, tablets strictly in accordance with their usage instructions and to ensure that such products are kept out of reach of children. The Company accepts no liability for misuse of products supplied.

Not use any of the technology provided at the Property to download or access any unlawful or obscene material.

If there is any breach to these terms and conditions the Company reserves the right to;

- Cancel your reservation with immediate effect
- Cancel key cards
- Restrict access to the hotel
- Remove your items from the room and hotel

Guest Behaviour

Guests are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and respect for the property of the Property, its employees and guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Property, or cause offence to other guests or our members of staff. We reserve the right to refuse Accommodation or services or remove you and members of your party from the Property if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

Termination of this Agreement

This Agreement may be ended by the Company without notice:-

If the Accommodation Fee is not paid on the Payment Day or if the Client is in breach of any of the Conditions and/or

If the Client becomes bankrupt, has an administration order made against him or her or has a judgement enforced or entered against him or her.

If the Accommodation is intentionally booked using misleading or false statements about facts which are material to the contract, for example the identity of the customer or the purpose of the stay.

The Company may also terminate this Agreement at any time on giving the Client written notice.

The Client will at the end of the Accommodation period return to the Company all keys to the Property and give the Company vacant possession of the Property.

Damage

We reserve the right and you hereby authorise us to charge your credit or debit card for any damage incurred to your room(s) or the Property during your stay (including without limitation specialist cleaning) or for any items that are missing when you leave.

Parking

We have a car park with limited spaces available and space may not be available for the duration of your stay. Cars and their contents are left at the owner's / customer's own risk. We do not accept responsibility for any loss or damage (save as may not be excluded or restricted by applicable law).

Health and Safety

We want your stay to be as comfortable as possible. Failure to comply with this statement may be considered as a breach of contract and the Guest being asked to leave. A copy of our Health and Safety is available on demand.

Guests should keep the Property free of hazardous objects at all times and not to leave it in a condition that would make it unsafe for our housekeepers, staff, guests or themselves to use.

Pandemics

In accordance with government policy if a guest is displaying [signs of the COVID-19 virus](#) while staying at the accommodation, they should immediately inform the accommodation provider, immediately get tested and whilst waiting for the results self-isolate where they are to minimise any risk of transmission. If they are confirmed to have COVID-19, they **should return home immediately**.

Additional stays at the accommodation outside of the contracted stay will be charge at the normal rate We are obliged to inform all other guests on site and our clean team. (Self isolating in your room will cost 14 nights from when you inform us plus 72 hrs 'rest time' before cleaning plus the remainder of any cancelled follow on booking; no one must leave the room; supplies to be ordered online.

Your information

Currency Disclaimer

Currency conversions by banks or credit card companies in processing payments are not within the control of the Company and are subject to exchange rate fluctuations.

VAT

Any VAT breakdown shown is indicative based on the current rate of VAT, and the expected VAT treatment of the goods or services. VAT will be payable as appropriate at the prevailing rate applicable at the tax point of the invoice or Booking confirmation issued, and may change depending on the actual rate and the VAT treatment of the goods and services purchased on that date.

Complaints

All complaints should be notified as soon as possible to our representatives at our business office as they will usually be able to resolve any problems.

If you are still not satisfied then within 14 days of the end of your stay, you should put your comments in writing to our business address and we will use all reasonable efforts to resolve the matter as quickly as possible.

Websites

While all reasonable efforts have been taken to ensure the accuracy of information on the Company's Websites and those of our content and booking partners, the Company does not accept responsibility for all and any errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the Websites without notice. Please note that in certain circumstances, generic photographic images may have been used to represent the general style of a particular product or property.

The content of the Websites is the copyright of the Company and our partners, and may not be copied, reproduced, published, distributed or amended for any other purpose without the prior written consent of the Company and our partners.

Trademarks used on the Websites are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third party sites.

The Websites are operated by the Company and our content and booking partners.

Force Majeure

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Natural or Political Force Majeure Event.

Events of Force Majeure shall include, but not be limited to:

the following Natural Force Majeure Events; flood, earthquake, fire, extreme adverse weather or environmental conditions, natural or man-made disaster, explosion, chemical or radioactive contamination, war or threat of war, civil strife, acts of terrorism or sabotage, public disorder, industrial dispute, failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles, or any collapse of building structures, epidemic, famine, plague or other natural calamities, acts of God and all similar events.

the following Political Force Majeure Events: any legal prohibition on either Party's ability to conduct that Party's Business, including passing of a statute, decree, regulation or order by a Competent Authority prohibiting the said Party from conducting the Party's Business, other than as a result of said Party's failure to comply with the law or any order, Consent, rule, regulation or other legislative or judicial instrument passed by a Competent Authority.

Severability

Version Jun 2020 Registered in England, company number 11911938, registered office 1st Floor Audley House, Northbridge Rd, Berkhamsted, Herts HP4 1EH

The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

Governing Law and Jurisdiction

These Conditions and terms of contract and all matters arising there from are subject to the law of England and Wales and in the event of dispute; you will be subject to the exclusive jurisdiction of the courts of England and Wales. For the avoidance of doubt, this shall include all and any disputes relating to any non-contractual obligations.

Each party hereby irrevocably waives any objection which it may now or later have to proceedings being brought in the courts of England and Wales (on the grounds that the courts of England and Wales are not a convenient forum or otherwise).

Your Rights

Your statutory rights are not affected by anything contained within these Terms and Conditions of Hire.