**RAND ASSETS LTD**

**(OPERATING AS THE LINCOLN HOUSE HOTEL)**

**COMPANY TERMS AND CONDITIONS**

**General**

Rand Assets Ltd (the Company) is a private company registered at Companies House and is the operator of the Lincoln House Hotel located at 118-120, Cathedral Road, Cardiff, CF 11 9LQ. The Lincoln House Hotel (LHH) is the trading name adopted by Rand Assets Ltd for trading purposes and is the reference identifier to which these Terms and Conditions refer in the following clauses and sub-clauses. These Terms and Conditions are governed by English & Welsh Law and apply to all room bookings. By making a booking you are deemed to have accepted these booking terms and conditions.

**Web Site**

Access to and use of any information on this website is conditional on your acceptance of these website terms and conditions. Should you not wish to accept any part of them, you must not use our website. The Lincoln House Hotel reserves the right to make alterations, corrections or additions to the information contained in our website at any time without notice and without obligation.

**Reservations**

We would point out to prospective guests that a verbal, electronic or written reservation constitutes a legally binding contract. All guests must therefore be eligible to enter into a legally binding contract and be over 18 years of age to make a booking. We strongly advise guests to purchase travel/cancellation insurance in the event of potential changed circumstances leading to room cancellation or postponement. Failure to do so is entirely at the risk of the guest(s) involved.

**Debit/Credit Cards**

Credit/Debit card details are required for all bookings to legally secure the booking, nothing will be charged to your card until 48 hours prior to check-in. The total cost of the stay including incidentals will be charged and is non-refundable/non-transferrable.

**Cancellations & Amendments**

If prospective guests book a room(s) with an Online Travel Agency (OTA) being either refundable or non-refundable your booking will be subject to a 7-day cancellation period (within 7 days to midnight of the date of arrival) during which cancellations will not be possible. Prospective guests are reminded that in the event of the need to cancel a booking with an OTA outside of this period they must approach the specific OTA involved directly to request cancellation since contractually the hotel is not a party to the contract entered into.

In the event that a guest books a room(s) directly with the Company and you wish to **cancel** your booking (within 48hr to midnight of the scheduled date of arrival) a charge equivalent to the total booking cost including any supplementary costs will be levied. Outside of this 48hr period cancellations are permitted with no charge. To make a cancellation you must call us on 02920 395558 and quote your booking reference, name and check-in date or alternatively send an email to reservations@lincolnhotel.co.uk. To **amend** your booking, call us on 029 2039 5558.

If you amend your booking within 48 hours of the scheduled check-in time on the date of arrival, and as a result you cancel any room night less than 48 hours notice a charge equivalent to the **total** cost (including any supplements selected by you) for that room night **may** be levied.

**Please note:** we strongly advise guests to secure Travel Insurance in advance in the event of possible change of personal circumstances mitigating against their arrival and check-in within the proscribed cancellation periods as defined above.

**Non Arrivals/No Shows**

In the event of non-arrival/no shows payment equivalent to the balance of the total booking in full will be taken from the card provided to secure the room(s).

**Curtailment of Stay**

No refunds will be payable in the event of changed circumstances such as accidents, sickness or fatalities etc. for which guests are obliged to **curtail** the duration of their stay having checked-in. Please note this is also applicable to guests who book through OTA’s as commission is applicable and is charged to the hotel.

**Room Rates**

All published rates include VAT where applicable at the statutory rate, local taxes and surcharges, breakfast, wifi access, car park fee (spaces subject to availability) and other general service costs. Mobile telephone call charges are not included and are the responsibility of guests. Quoted room rates are levied per room per night as opposed to per person per night. If guests have selected supplements they will be added to the total price of the booking. Rates do not include other incidental costs you may choose to incur during your stay (unless otherwise stated). Rates quoted are correct only for the specific number of guests, nights and dates as shown. Should you change the number of guests, dates or rooms nights, then the rates are subject to change.

**Special Offers**

Nothing on the Company’s website constitutes an offer on our part. Matters detailed constitute an invitation to you to make an offer to us on the stated terms and conditions to purchase arrangements we feature. We may subsequently accept or decline any such offer. All arrangements featured or referred to are at all times prior to specific confirmation subject to availability. No warranties, promises or representations are given as to room availability or carpark space availability.

**Arrival and Departure**

Check-in is from 14:00 to 22:00 (GMT). Check-in times outside of those specified must be confirmed with us prior to arrival. Where multiple rooms are booked on behalf of others by a single coordinating individual it is the responsibility of that individual to settle the invoice on behalf of all others in the party as payment will not be taken on a room by room basis. No exception to this requirement will be permitted. Check-out is at 11:00 am (GMT). Late check-out may be arranged either prior to arrival or at check-in at additional cost. For your convenience luggage may be left at reception and will be stored securely until check in should guests arrive early. Guests are advised to ensure that on arrival the number of guests matches the stated number of guests for which any one room was booked. Where the actual number of individuals exceeds the stated number expected an additional room(s) is required to be booked. No exceptions to this requirement will be allowed under any circumstances. In the event of insufficient room availability prospective guests will be expected to seek accommodation elsewhere however the Company retains the right to charge the prospective guests the full cost of the booking in any event.

**Check-Out**

Guests must check-out by 11am at the latest to fulfil their contractual obligations. Later check-outs without prior agreement may attract surcharges. An inventory of all rooms will be carried out following check-out. Any damage or articles removed will be charged to your card at full replacement cost. Guests are required to check that articles have not been packed in error. We will assume that in the event of there being missing items that your intent was to purchase them. As a result, guests will be charged at cost plus £25.00 administration cost. For your convenience and by prior arrangement luggage may be left with us and will be stored securely for collection. Room keys which are not handed into reception and are permanently removed will be charged at full replacement cost.

**Conditions of Stay**

The Company hasstandard rules are designed to ensure that we comply with regulation relating to matter such as fire, health and safety, and to enhance the comfort and wellbeing of our guests. If you would like to check our conditions of stay, please contact us. In particular, and for Fire Officers’ purposes all guest occupying any one room must be listed in the guest inventory in the event of fire and evacuation. The number of guests staying in any one room over-night must equate to the stated capacity of the room and must not exceed this number. In the event of very young children or babies (below the age of 3 years) it may be possible to accommodate them in any one room by strict agreement with hotel management.

We reserve the right to terminate guest(s) bookings immediately without being liable for any refund or compensation where guest(s) engage in unacceptable behavior that causes a disturbance or nuisance to other guests.

**Fire Precautions and Safety**

Our rooms and other areas of the building are fitted with smoke detection devices. Any guest(s) found to have tampered with the detectors or any other fire related equipment will be asked to leave and charged in full for the entire stay plus the engineer’s call out charge. An additional charge of £250.00 per day will be charged for the room as we will be unable to re-let the room until all equipment has been reset.

Fire Alarm tests are conducted on a weekly basis, notice of which is posted in your room and at the entry door to give you warning. We attempt to carry out the test when the building is otherwise unoccupied but that is not always possible.

**Non-Smoking Policy (UK Legal Status)**

We adopt a strict no smoking policy in all our rooms and all internal areas of the hotel. Should guests choose to ignore this policy, they will be asked to remove themselves from the hotel and charged in full for their entire stay plus an additional £250.00 for specialist cleaning and fumigation of their rooms.

**Vehicle Parking**

Vehicle parking spaces (defined as passenger cars, motor cycles, push-bicycles) are available (subject to car parking capacity) exclusively to guests only as opposed to trades-persons, delivery drivers, visitors or guests’ friends or relations. Parking spaces are available on a first come first served basis only at Lincoln House Hotel and no exceptions are permitted. Vehicles may be parked entirely at the owner’s risk and the proprietors take no responsibility for loss or damage to vehicles or their contents. Guests are reminded that the gates to the parking area are locked no later than 22.00hrs and can only be accessed with the consent of the Reception Desk. Guests are also reminded that vehicles MUST be removed immediately following check-out to enable substitute guests to utilize the facility. With regards push-bicycles please note that NO facilities exist to store such vehicles on site and that they are not permitted to be housed within the hotel.

**Loss or Damage**

In the event of damage to hotel property due to negligence, oversight or malevolent activity, guests will be liable to the full extent of restitution costs, including those costs associated with replacement of articles, repair and restitution costs, professional cleaning, professional advice and services including legal costs as well as lost revenue associated with the duration taken to restore the building and contents to it's original operational condition. Guests are therefore advised to apply due care and attention when occupying a room. There will be a standard charge of £25.00 for lost keys or for those keys removed from the premises. If required a second set of keys may be available subject to a refundable deposit of £25.

**Lost Property or Left Articles**

If guest(s) property/articles are either lost or mislaid the Company does not accept any liability for such articles. The Company may be prepared to return such property/articles to the it’s owners subject to a £25.00 management fee and cost of packaging and postage.

**Guest(s) Party Events & Parties**

To enable us to provide all our guests with an enjoyable and relaxing stay, “Stag” or “Hen” parties are strictly prohibited under any circumstances.

**Guest(s) Animals**

Assistance dogs are accepted, provided that, they are controlled and do not upset other guests. We regret that no other pets of any description are permitted.

**Liability**

Our liability to guest(s) is limited to the cost of the booking and to the fullest extent permitted by law all warranties are excluded and in no circumstances, will we be responsible for any indirect or special damages to guest(s) property or personal injuries. We will not be liable for failure to perform to the extent that the failure is caused by any factor beyond our reasonable control. We make no warranty that our website (or any websites linked to this website) or internet access addresses are free from technical errors, computer viruses or any other malicious or impairing computer programs.

**Allergies and Allergic Reactions**

Guests are advised that any allergies and/or allergic reactions of any description whatsoever are entirely and ultimately the responsibility of the guest(s) and that **Rand Assets Ltd accepts absolutely no responsibility whatever** for their occurrence either at the premises during the guest(s) stay or post guest(s) stay. The Company maintains therefore that it is the guest(s) ultimate responsibility to guard against any materials, products or ingredients present in the hotel, be it food consumption products, feathers, lotions, soaps, sprays, cleaning products etc., do not contain materials, products or ingredients that could cause an allergic reaction, severe reaction or even death. In the event of any doubt whatsoever it is the responsibility of the guest(s) to completely avoid such materials, products or ingredients as opposed to the responsibility of the staff to point out the contents of such material, products or ingredients to the guest(s).

**Milk and Substitute Milk Products**

Guest(s) should be aware that to provide the full range of milk and substitute milk products such as soya milk, coconut milk, almond milk products, etc., is not possible since the number of guest(s) that may require such products is limited. As a result, the purchase of such products must be limited in terms of their range and volume to avoid deterioration of such products in storage.

**Personal Accidents/Injuries**

Please note that the Company accepts no liability for personal accidents/injuries incurred within the hotel, perpetrated by guests themselves due to lack of personal care, within the hotel or when moving around the premises. This includes slips, trips, falls and electrical issues (e.g., electrical shocks) when in the corridors, common rooms, stairways, guest rooms, bath and/or shower rooms (particularly when slips mats are provided in each bath and/or shower area fail to be utilized).

**Legionnaires Disease**

To combat the potential incidence of Legionnaires Disease the hot water supply is required to be set at a minimum of 50 deg. C from the hot water supply system. Guests are therefore advised to exercise caution when turning on the hot-water service to avoid potential scolding and to adjust the temperature with the cold-water supply accordingly. Please note that the Company accepts no liability for personal accidents or injuries caused when this is not initiated.

**Bed Bugs (Cimex Lectularius and Cimex Hemipterus)**

Bed bug infestation is a common issue across the world. Guests are reminded that the Lincoln House Hotel employs a definitive avoidance and elimination strategy to prevent such infestations. As part of this strategy such guests are requested to inspect their luggage and clothing for evidence of such insects and report them to management on arrival.

**Post Stay Guest Reviews**

Should any guest(s) undertake to publish a post-stay review the Company reserves the right to take legal action where the review is regarded as being in any way libelous, or may be construed as defamation expressed in print, writing, pictures, signs, effigies, or any communication embodied in physical form that is injurious to the Company, Director(s) or employees personal reputation, exposes the Company, Director(s) or employee to public hatred, contempt or ridicule, or is psychologically injurious to a member of staff in his/her business or profession. Please note that the Company reserves the right to undertake legal action in such cases.

**Force Majeure**

In no event shall the Company be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Company shall use reasonable efforts which are consistent with accepted practices elsewhere to resume operations as soon as practicable under the circumstances.