

# Terms and Conditions

Policy date:	05 July 2024	
Date of next review:	by 05 March 2025	
Approved by:	DB, KAB	
Intended for:	Guests, visitors & bookers	
Location (tick as appropriate):	Websites	✓
	Reception	✓
	Management Folders	✓
	Company Computers	✓

**Registered Office:**  
**Sandringham Hotel**  
**Esplanade**  
**Sandown, Isle of Wight**  
**PO36 8AH**

**Details:**  
**+44 (0)1983 405555**  
**info@iwhotels.co.uk**  
**Company no. 01812172 / 01303729**  
**VAT reg no. 411 351 308 / 108 891 451**

## **Definitions:**

“We”, “Company”, “Business”, “Our”, “Us” means Isle of Wight Hotels Ltd and Sandringham Hotels (Isle of Wight) Limited or subsidiaries and assets belonging to them.

“Property”, “Premises”, “Accommodation” means Sandringham Hotel, Calverts Hotel, Clifton Seafront Apartments, Sandown Hotel, Bay View, Regent Court, Royal York Hotel, Grand Hotel and their associated bars, venues, facilities or other undesignated function rooms.

“You”, “Your”, “Client”, “Guest”, “Occupier” means the lead booker, guests occupying accommodation or any other persons / organisations mentioned on a reservation, receipt or invoice.

## **Introduction:**

These are the terms and conditions that apply when you reserve and are occupying accommodation with us.

We reserve the right to amend these terms and conditions at any time and for any reason; you should therefore check them each time you make / have made a reservation.

The terms and conditions applying to your reservation will be those in place on the date that you make your reservation.

Breach of these terms and conditions may result in:

- Cancellation or refusal of your reservation with immediate effect and (if appropriate) eject you from the premises.
- Restrict your access onto or off of the premises.
- Remove your items from the accommodation and impound them.
- Refuse future reservations for an indefinite period and/or refuse you entry or accommodation at any other property belonging to, or operated by, the company.
- Retain all/any sums paid by you.

The company will not be liable for any refund or compensation in such circumstances.

## **Reservations & Payment:**

We currently accept reservations of accommodation through the following channels:

- Telephone
- Our website (powered by Freetobook)
- Booking.com
- Airbnb

You must be at least 18 years old to make a reservation.

Prices are per room or per unit, per night and are inclusive of all taxes and VAT at the applicable rate at the time of your reservation.

Unless agreed by us in writing, a non-refundable deposit equal to the full amount of the booking is required to reserve the accommodation, prior to you occupying the accommodation, or travelling on the ferry we booked for you. This contract is legally binding once your booking is confirmed.

If you made your reservation through a third party agency or booking website (i.e. Booking.com) terms are as listed on their website and on your confirmation – contact your booking provider for advice. We pay commission on these reservations so you may not get the best deal.

All persons occupying the accommodation over 2 years of age must be paid for – by means of not exceeding the capacity the accommodation you selected allows or sleeps or for how many guests you have booked for. We reserve the right to refuse your booking, without a refund or reimbursement, if you arrive with additional undeclared person.

If you do arrive with additional guests we will give you the opportunity to pay the additional supplement in the event your accommodation can occupy more persons (e.g. if you booked a double room for single occupancy but arrive with 2 guests, thereby making it double/maximum occupancy).

On our website and by telephone we currently accept the following methods of payment with the help of our payment partner, Stripe:

- Visa Debit/Credit
- Mastercard or Maestro Debit/Credit
- American Express
- Maestro
- Apple/Google Pay (online)

If you make your reservation over the telephone, we may be able to offer you the option of paying by an electronic transfer direct into our bank account, depending on your date of arrival and your reason for wanting / needing to do so. We recommend payments are made by debit or credit card to ensure your consumer rights are protected.

We do not currently accept payment by means of:

- Cheque
- PayPal
- Klarna, ClearPay etc

We reserve the right to hold a token linked to your payment card until your departure. See our privacy policy for more information.

Should your payment decline, we will endeavour to contact you to ascertain the correct information – this will usually involve sending you a secure payment link. Should we be unable to reach you, or should your payment decline on a further occasion, your reservation will be cancelled.

Our live booking system prices can change at any time. Any prices quoted to you in an e-mail, by telephone or online are strictly 'at the time of enquiry' and are subject to change. Availability is on a first come, first served basis; we cannot guarantee you accommodation without a reservation.

Meals, ferry travel and other extras are not included in the accommodation price through any channel/method of booking, but you can add them on to your reservation during the booking process, after the booking process, or indeed they may be available to you during your stay.

Accommodation reserved through third party booking websites (i.e. Booking.com) are accommodation only. Contact us to add any extras to your reservation.

Please check that the details of your reservation are complete and accurate before you confirm your reservation. If you have any special requests or additional needs you must book direct.

Goods and services remain the property of the company until such time that your booking balance and account have been settled in full.

We reserve the right to cancel/suspend your ferry travel and/or impound your assets (including luggage and motor vehicles on our property) if your booking balance and account are not settled by your departure date; this includes fees, extras, damages and unreturned/stolen keys and property belonging to the company.

You or the members of your group must not resell or transfer your reservation (or any part of it) nor advertise, market or otherwise offer any of our accommodation for sale either on its own or as part of a combined offer.

### **Last minute / walk-in bookings:**

The company accept last minute (same day) and walk-in bookings online up until 11 PM, and 24 hours a day at reception.

We require valid photographic ID (*see 'house rules' for list*) and a payment card – even if you choose to pay by cash. The company reserves the right to hold these details until your departure.

Payment will be taken prior to you occupying the accommodation – accepted methods of payment:

- Visa Debit/Credit/Pre-Paid
- Mastercard Debit/Credit/Pre-Paid
- American Express
- Maestro
- Apple/Google/Samsung Pay (NFC)
- Cash (current legal currency – Bank of England, Royal Bank of Scotland, Bank of Scotland, Clydesdale Bank or National Westminster Bank trading as Ulster Bank only)
- Coins (current legal tender – Royal Mint only)

Requests and extras, including dietary and room requirements, or ferry travel cannot be guaranteed for last minute (same day) or walk-in bookings. If you have a request ensure you book in advance.

### **Group Reservations:**

A reservation of 6 rooms or more is usually considered to be a group booking. If you wish to make a group booking, please telephone or e-mail us and do not make your reservation online. This could affect your rights to cancel.

We do not accept stag or hen parties. We may make an exception for other single sex groups.

Terms and conditions of groups booking are as stated on the pro-forma, booking confirmation, or in written e-mail or postal correspondence from us – please refer to this or get in touch with our group reservations team.

## **Promotions, Specials & Offers:**

At times we may run deals, specials, or limited time offers on accommodation or on optional extras. Offers cannot be used in conjunction with one another.

Offers are subject to a variety of conditions on a 'per offer' basis – including season, dates of arrival, departure and booking and the number of people etc. You should always check the terms and conditions listed on the means of advert (online, banner/flyer etc) or contact us for information.

If you have a promotional '*Promo*' code to use with us, this can only be utilised when making a reservation over the telephone or on our direct website (powered by Freetobook).

Promotional codes or offers cannot be taken advantage of, or added on, after the reservation has been confirmed and/or payment has been processed – including if you attempt to cancel and re-book. Cancellation conditions will apply as usual (see below) and as per your booking confirmation.

Full payment is required at the time of booking for reservations with promotional codes used, or for those booked as part of a special / limited time offer.

We do not operate promotions on third party booking sites but they may conduct their own, albeit including our business in it; the company has no control nor responsibility over these types of offers.

The company reserves the right to suspend or cancel offers and promotional/discount codes at any time – including before the advertised end date – and without a reason.

## **Cancellations:**

Your cancellation policy is stated on your booking confirmation.

If you made your reservation through a third party booking site (i.e. Booking.com) please contact them for your cancellation terms/policy, or to cancel. We cannot guarantee the success of cancellations to third party / channel reservations.

In the event of a no-show or early departure from the accommodation, there will be no refund due. Ferry travel booked through/by us is strictly non-refundable under any circumstance.

If we booked / organised your ferry travel this will be non-refundable under any circumstance – whether you're cancelling your entire reservation with us or just the ferry travel.

As per our privacy policy, only the lead person/guest can cancel a reservation. A named guest on a reservation cannot make a request to cancel.

## **Your right to cancel:**

If you book directly with us directly, either over the telephone or on our website, at the time of booking, and for an additional fee, you can cover yourself up to 12 days prior to arrival and receive a refund of 90% of the accommodation and board rate should you wish/need to cancel for any reason.

If you opt not to add cancellation cover or a flexible booking plan on to your reservation, no refund will be due.

If you have booked and paid in advance for meals with us, these can be refunded to you should you change your mind or if you need to cancel – upon request and in writing by post or by e-mail.

All cancellation requests must be made to us in writing by e-mail or by post; we cannot accept these verbally in-person or over the telephone.

We recommend that you take out your own travel insurance when booking.

### **Our right to cancel:**

#### **Your breach of contract –**

We may cancel your reservation at any time with immediate effect if:

- You do not pay us when required to do so, as per payment terms above.
- If your payment declines and we are unable to contact you or if you are unable to provide the correct details to us to authorise payment.
- If you fail to provide, when asked, your valid photographic ID upon check-in.
- You break the contract between us or terms and conditions in any way.

#### **Events outside our control –**

We may also cancel your reservation if an event outside of our control (including explosion, fire, flooding, failure of power and/or water supplies or emergency evacuation) means that we are unable to make your accommodation available to you. In this case we will contact you as soon as possible to let you know and:

- Refund your full payment or:
- Offer you a stay at alternative dates to suit you;
- Offer you a stay at one of our associated accommodation if they have availability

No compensation, goodwill gesture or additional refund will be due.

### **Amendments:**

Reservations, including ferry travel reservations, are non-amendable however:

You are welcome to add additional rooms or guests to your reservation, subject to an increase in price.

If we have availability, we may be able to change the dates of your reservation, subject to a different rate or a price increase.

If we booked / organised your ferry travel and you wish to amend your sailing times you must contact us by e-mail, by post, by telephone or see us in person. The ferry operator cannot liaise with you directly. Amendments must be requested at least 12 hours prior to your booked sailing time.

We reserve the right to charge an admin fee for any amendments which can be made.

Only the lead guest/booker can make amendments to a reservation. We will ask callers to confirm two pieces of information, as per our privacy policy.

If you made your reservation through a third party agency or booking site (i.e. Booking.com) your terms are as listed on your confirmation from them. We cannot guarantee the success of amendments to third party / channel reservations.

If you wish to request or make amendments to direct bookings, please contact us. If you wish to request amendments to third party / channel bookings, you must contact your booking provider.

### **Ferry Travel (booked by us):**

The company's chosen "ferry operator" means 'Red Funnel'. Ferry travel will only be outward from Southampton to East Cowes, and returning from East Cowes to Southampton.

Our prices advertised online are for cars – under 2.7m in height and 5.5m in length. We can assist you with booking a commercial or larger vehicle on the ferry at a heavily discounted price – get in touch with us. Ferry prices are strictly 'at the time of enquiry/booking' and are subject to change.

We will send you an e-ticket by e-mail after payment has been confirmed. You must always check the e-ticket as soon as you receive it, or at the earliest opportunity, to ensure you're aware of the particulars. It is your responsibility to do this.

You must arrive at least half an hour prior to your booked sailing time – on both legs. The sailing time is usually 1 hour, each way. The company has no responsibility for ferry sailings that are delayed, cancelled or re-scheduled and/or if the timetable is changed by the ferry operator.

The ferry can and will only be booked as per your booking – mirroring your arrival and departure dates and number of guests. The ferry operator reserves the right to charge you an additional fee if you fail to inform us of the correct type/size of vehicle or number of passengers travelling.

The ferry operator will not be able to liaise with you regarding amendments or cancellations to ferry travel we booked for you – you must contact us. *Please see 'Cancellations' and 'Amendments' section (above) for more information.*

You or the members of your group must not resell or transfer your ferry ticket nor advertise, market or otherwise offer sale of our ferry travel, either on its own or as part of a combined offer.

Sailing times are available on a first come, first served basis by the ferry operator. The time(s) you request may not be the ones you get. Always contact us to book your ferry travel well in advance. Ferry travel cannot be guaranteed for same day nor last minute bookings.

Any free, or inclusive, ferry offers which may be offered or advertised during the season are subject to the terms advertised – including number of nights booked; the company is not responsible for last minute travel arrangements nor missing, misreading or misinterpreting said terms.

The company reserves the right to refuse you a ferry booking, or cease the offering of ferry travel altogether, at any time and without reason – thus you will need to book your own in this event.

## **Pets / Dogs:**

We permit you to bring your dog with you for a small additional one-off fee – per dog, per reservation – as long as:

Your reservation must be made with us directly, either over the telephone or on our website booking page (powered by Freetobook).

Your dog must be over 12 months old, well behaved and trained.

We do not accept dog breeds as listed under 'The Dangerous Dogs Act 1991' or 'The Dangerous Dogs (Exemption Schemes and Miscellaneous Provisions) (England and Wales) (Amendment) Order 2024'.

Your dog must be fully up to date with their vaccinations and have had recent flea and tick control treatment. We reserve the right to request proof of this prior to or upon arrival.

We can accommodate no more than two dogs in each room or self catering unit.

We cannot accept any bitches that are in season.

Dogs are not to be left unattended at any time and be kept on their lead, have a collar on and be under your control whilst in public areas of the property; they are not permitted into restaurant or dining areas.

You must provide bedding and food and water bowls for your dog.

In the event that your dog should attack, bite or cause injury or harm to another guest: the company, its executives, representatives and colleagues will accept no responsibility; we reserve the right to pass your contact details and information to both the guest that has been injured and also the police.

Any damages or additional cleaning (chewing etc) must be paid for prior to your departure.

We do not accept any other species of pet.

The company reserve the right to refuse your booking if the above conditions are not met, including if you arrive without declaring in advance that you're bringing your pet(s) / dog(s).

Assistance / guide dogs are accepted free of charge and are not subject to all of these terms, but do please let us know prior to your arrival. Assistance dogs are permitted in all areas of the hotel.

## **House Rules & Miscellaneous:**

The lead person/guest must be present for check-in, and must have with them the payment card used and valid (in-date) photographic ID:

- UK / Channel Islands / EU Driving Licence (full or provisional)
- Passport (of any country)
- Personal Licence (issued by a UK Local Authority)
- Military Identity Card (issued by MOD)
- National Identity Card (EEA states)
- Biometric Immigration Document



Your accommodation is valid from 16:00 (4 o'clock in the afternoon) on the date of your arrival until 10:30 (half-past ten in the morning) on the date of your departure.

We reserve the right to charge you a fee for early check-ins and for late check-outs.

We reserve the right to charge you a temporary security deposit or pre-authorise your card whilst occupying the accommodation.

If you would like to extend your stay or if you would like a later check-out, please see us at reception in the evening before your departure to discuss and agree, or make another reservation online.

The total number of persons coming with you, including children over 2 years of age, must not exceed the capacity the accommodation allows. Please check your booking confirmation carefully for this information.

Infants or children under 2 years old must have a cot. We can provide one for you, with 24 hours' notice prior to your arrival, or you must provide your own.

At least one adult (18+) must occupy the accommodation.

Children, or those under the age of 18, must not be left unsupervised in the building at any time.

Our team will not and do not accept poor, rude or abusive behaviour; you will be asked to vacate the accommodation immediately, or at the earliest opportunity.

We will not permit access to our premises to those who are under the influence of excess alcohol or illegal narcotics / drugs.

We wish for your visit to be enjoyable for everyone. We will ask you to leave immediately, or at the earliest opportunity, if we feel you may spoil another guests' stay or cause a disturbance.

Smoking and vaping is not permitted anywhere on the property, including balconies or terraces. Smoking in a public building is illegal under 'The Smoke-free (Premises and Enforcement) Regulations) 2006'.

You must not tamper with the fire alarm, firefighting, or emergency systems/equipment in place: Tampering with the smoke detector or any other emergency systems/equipment in the accommodation (covering or removal of detector etc) will result in a £250 fee and immediate cancellation of your reservation.

Any confirmations or invoices and postal or e-mail correspondence from us cannot be guaranteed to be virus free and errors and omissions are omitted.

We reserve the right to conduct checks on occupancy, primarily for safety and auditing purposes. Occupancy is not transferable.

Our management, housekeeping and maintenance team have the right to access your (our) accommodation as and when required, with housekeeping permitted full access between 10:30 AM and 4 PM every day.

You must not bring potentially dangerous, hazardous, or illegal materials or equipment onto the premises such as portable cooking appliances (toasters, grills etc), illegal drugs or pornography.

If you or your group cause damage, remove, destroy or cause a loss of any kind to the company, its property, other guests or their property: you (as the person making the booking) will be responsible for that damage or loss and you shall be liable to reimburse the company on demand the amount required to make good or remedy such damage or loss.

### **Our Promise To You:**

The safety and well-being of you, your guests and your property is our top priority...

We have in place, and will always maintain, a public liability insurance policy of up to £10m.

Although we cannot accept responsibility for personal belongings, small possessions and valuables may be able to be stored in the hotel safe, upon request. Our safes are insured up to a certain amount.

Although the company will try its very best to accommodate any special requests, all such requests are subject to availability.

Disabilities or additional needs will be catered for, where practicable, as per 'The Equality Act 2010'.

CCTV video recording is used in public and exterior areas for your safety and our security; audio recording is used in transaction locations such as the reception and bar to prevent fraud.

We will record accidents and report to the Health & Safety Executive (HSE), if required by RIDDOR.

We review and update our thorough and in-depth risk assessments, allergens documents and procedures for every possible scenario, at least annually – available to view on request at reception.

Our electrical and gas installations are inspected and certificated – gas annually; electrical as per the inspector's report (usually 5 years). Our appliances in the accommodation are PAT tested, but we do not require yours to be tested.

If we booked your ferry travel, we will inform you at the earliest opportunity if the ferry operator has changed your sailing times or if they are delayed.

We will provide you with a VAT invoice, upon request to our reception or reservation teams.

We all have a duty to do our bit for the environment. That's why we do not change bed linen and towels daily by default. Of course, if you wish for us to do this just let a member of the reception or housekeeping team know prior to midday (12 PM) on the day you wish for this to be done. When you vacate the accommodation, even just for 5 minutes, kindly switch off any lights and appliances you have been using – thank you!

### **Food & Drink:**

Meals are not included in the accommodation price.

You may add breakfast or dinner at the time you make your reservation, by means of amending an existing reservation or by simply walking into the restaurant during opening times.

Our hotels and bars are licensed to sell all intoxicating liquor for consumption on and off the premises. Each premises has a designated premises supervisor (DPS); sometimes the same person within the company will supervise multiple premises/locations.

Drinks and bar snacks/food must be paid for at the time of providing and prior to consumption by you.

Meals must be paid for prior to consumption by you; drinks ordered at the table can be added to a 'table tab' – this balance must be cleared and settled daily prior to you leaving the restaurant / eating area.

Our accepted methods of on-site payments for food (meals or snacks) and drinks are:

- Visa Debit/Credit/Pre-Paid
- Mastercard Debit/Credit/Pre-Paid
- American Express
- Maestro
- Apple/Google/Samsung Pay (NFC)
- Cash (current legal currency – Bank of England, Royal Bank of Scotland, Bank of Scotland, Clydesdale Bank or National Westminster Bank trading as Ulster Bank only)
- Coins (current legal tender – Royal Mint only)

Dietary needs/requirements must be communicated to us prior to reserving a meal to ensure that we can cater for you. Allergens documents are available to view at reception and in the restaurant.

If you are unhappy with the level or service or the quality of food or drink provided to you, you should bring this to the attention of the waitstaff team or bartender at your earliest opportunity.

Cooking or preparation of food is forbidden in the bedrooms (sleeping areas) and in kettles provided by the company – it does damage them, and you will be charged for a replacement. Cooking may also activate the fire alarm, cause damage to company property and put others at risk of electric shock or worse. Our self catering apartments have full kitchens for preparing and cooking food in.

The reception team can recommend local eateries to you – cafés, restaurants, pubs etc.

### **Facilities (where applicable to your accommodation):**

We will provide facilities, as advertised on our own website only. If there is a change, suspension or long-term closure of a facility we will give you notice by e-mail and/or update our websites accordingly with information banners / warning notices.

The company has no liability for false or incorrect advertisement of facilities or services, including photographs, on third party websites / search engines (i.e. Booking.com).

Motor vehicles (cars, vans, motorcycles etc) parked or stored on our premises are done so entirely at their owner's risk. Vehicle registrations must be provided to the reception team to prevent you received a parking charge notice (PCN) / fine. The company will not be responsible for disputing parking charges/fines if you fail to display a parking permit.

Parking is valid from 12 PM (midday) on the date of your arrival up until 12 AM (midnight) on the date of your departure.

The rules displayed must be always adhered to when utilising any swimming / spa / bathing facilities. Indoor swimming pools and whirlpools are heated, and chemicalised. We have stringent PSOP management protocols in place which maintenance and estates team undertake daily. Children under the age of 16 must be supervised whilst using any swimming / spa / bathing facilities.

The complementary wireless internet (Wi-Fi) facility has its own set of terms and conditions in place – you must read and agree to these prior to connecting and adhere to whilst using.

We are not liable for gambling losses caused by fruit or gaming machines on our premises.

Where a lift / elevator is provided, its reliability cannot be guaranteed by the company.

You can continue to make use of hotel facilities after checking out, up until 12 PM (midnight) on the date of departure.

### **Complaints:**

We stress that if you are unhappy with an aspect of your stay or experience, this must be raised to the duty receptionist at the earliest opportunity during your stay. This allows us to conduct a thorough assessment as soon as possible and gives us a fair opportunity to rectify/remedy the situation for you.

Complaints submitted after your departure with no forewarning to our reception team will not be valid.

An attempt to submit a chargeback to your bank or payment card provider for a grievance or complaint which is not upheld will be deemed as fraudulent.

If you wish to submit a formal complaint, please use the contact form on our website or write to us at our registered office: Sandringham Hotel, Esplanade, Sandown, Isle of Wight, PO36 8AH. We will endeavour to respond to you within 14 days.

### **Websites & Content:**

Our websites and booking pages are provided for the sole use of new, returning, or potential guests and customers only – in way of advertising our business its facilities and services. Use of our websites or booking pages for any other reason is forbidden.

Contact forms must not be used, and details must not be collected, in an attempt to sell us your products/services by post, e-mail or telephone.

The company holds no responsibility for the content (including photographs and other media) of third party websites / search engines, albeit displaying, listing, advertising and/or mentioning our business. Our websites will always be the correct and up-to-date source at the time of these terms and conditions.

**Your Rights:**

If you are a non-business customer, you have certain rights under consumer protection legislation. Nothing in these terms and conditions is intended to affect those rights.

Please ensure you also read our privacy policy – <https://isleofwight.info/Privacy-Policy.pdf>