

## Terms and Conditions

Our aim is for all our guests to have a safe and enjoyable experience at The Kenilworth Hotel & cocktail lounge. We appreciate your custom and hope you will return, therefore we ask you to read the following Terms & Conditions.

### CONFIRMATION AND DEPOSIT

These terms and conditions are the agreement between you, the user of this website (the Client), and The Kenilworth Hotel. They set out the rights and obligations of the person(s) making the booking and those of The Kenilworth Hotel in relation to the services offered on this website. If you have any questions about these terms and conditions, please email us at [info@thekenilworth](mailto:info@thekenilworth)

### PROVISIONAL RESERVATION AND CONFIRMATION OF RESERVATIONS

If The Kenilworth Hotel confirms the reservation this Contract is conditional on the Client supplying credit card details and the authority for charges to be deducted (including cancellation charges) on the payment terms outlined in the booking.

If credit card details and payment authority is not given to The Kenilworth Hotel by the Client then subject to any outstanding obligation due to The Kenilworth Hotel from the Client the Contract will cease to be of effect. The Services that are the subject of the provisional reservation will be released and be resold without any further notification to the Client.

### SUPPLY OF THE SERVICES

The Kenilworth Hotel shall provide the Services to the Client subject to the Contract.

The Client shall at its own expense supply The Kenilworth Hotel with all necessary data or other information relating to the Services within sufficient time to enable The Kenilworth Hotel to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all such information. The Kenilworth Hotel may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

The Kenilworth Hotel does not condone any form of bullying or harassment in the workplace. If the harasser is a guest of or a visitor to the hotel, the employee should instead convey promptly and clearly their feelings of discomfort to a manager and explain if it is interfering with their work. The manager will then deal with the matter in the most appropriate manner. The employee is strongly discouraged from raising this personally with the guest.

## CHARGES

The charges payable by the Client shall be detailed in writing by The Kenilworth Hotel. If no charges are specified or additional and varied Services are provided to the Client, the Client shall pay the Standard Charges at the prevailing rate on the day the Services are provided and any additional sums which are agreed between The Kenilworth Hotel and the Client for the provision of the Services.

The Kenilworth Hotel may vary the Standard Charges from time to time.

All charges quoted to the Client for the provision of Food and Beverage Services are inclusive of any Value Added Tax at the applicable rate at the tax point unless otherwise stated.

## PAYMENT

The payments to The Kenilworth Hotel to be made by the Client (including Deposits) are to be made on the date(s) and in the amounts specified at the time of booking.

A valid credit or debit card must be provided when booking into to a hotel room The Kenilworth Hotel.

All charges to be settled prior the Client leaving the hotel. The Client is deemed to have authorised the settling of all outstanding charges which can be processed by The Kenilworth Hotel using any credit or debit card details held on file.

For Clients using the Services of the cocktail lounge, not staying in a hotel room, wishing to run a tab must supply a valid credit or debit card to secure the provision of a tab during their stay, such is to be settled in full prior to leaving the cocktail lounge at The Kenilworth Hotel. Should a Client leave the cocktail lounge without settling the tab then The Kenilworth Hotel will charge the credit or debit card accordingly without further notice to the Client.

## CANCELLATION CHARGES ("NO SHOWS")

The Client agrees to pay charges to The Kenilworth Hotel in the event of cancellation of the Services or if the Client and/or their guests fail to take up the Services at the time and on the day specified in the Contract or at booking. The cancellation charges are calculated by reference relative to the cancellation policy set out by The Kenilworth Hotel, details of which can be found on this website.

## VARIATION IN SERVICES REQUIRED

Any variation of numbers, accommodation and food and beverage requirements specified for the Services or other changes or additions must be agreed by the Client and The Kenilworth Hotel in writing.

## LIABILITY OF THE KENILWORTH HOTEL

When The Kenilworth Hotel supplies the Services which include any services supplied by a third party, The Kenilworth Hotel does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the services to The Kenilworth Hotel.

The Kenilworth Hotel shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

Except in respect of death or personal injury caused by The Kenilworth Hotel's negligence, or as expressly provided in these Terms, The Kenilworth Hotel shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of The Kenilworth Hotel, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client, and the entire liability of The Kenilworth Hotel under on in connection with the Contract shall not exceed the amount of The Kenilworth Hotel charges for the provision of the Services, except as expressly provided in these Terms.

## TERMINATION

The Kenilworth Hotel may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Client if the Client commits any breach of these Terms, or if the Client goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

## CLIENT RESPONSIBILITIES

The smart dress code of The Kenilworth Hotel reflects the ambience and style of the the hotel and guests must adhere to the code when using the Services supplied by The Kenilworth Hotel.

Arrival and departure times for accommodation at The Kenilworth Hotel are 3:00 p.m. and 12 noon respectively.

The Client is responsible for the behavior of his, her or its guests at The Kenilworth

Hotel and in particular for the orderly conduct of guests attending any function or staying in the Hotel or otherwise making use of the Services. The Client must ensure that no noise or nuisance is caused either for The Kenilworth Hotel or its other guests and Clients. The Client must comply with any reasonable request of The Kenilworth Hotel and with any policies of The Kenilworth Hotel as may apply to the Services from time to time.

Smoking is prohibited in all public areas of the hotel and cocktail lounges.

Photography, which may only be for personal use and not to be published in any format. Commercial photography or images including trade marks or trade names requires the prior written consent of The Kenilworth Hotel.

### GENERAL

The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

### The Services

### BRINGING YOUR OWN DRINKS/FOOD

The Kenilworth Hotel does not allow guests to consume on the premises of The Kenilworth Hotel their own wine, champagne, spirits, fortified wines, soft drinks etc, not purchased at The Kenilworth Hotel.

### ARRIVING LATE FOR A RESERVATION

Please note The Kenilworth Hotel reserves the right to cancel your booking in the event of guests arriving 30 minutes later than their reservation, even if a deposit has been paid.

### RIGHT OF ADMISSION

The Kenilworth Hotel reserves the right of admission, no reason will be given if entry is refused. ID may be required on entry.

### Door Policy

We do not permit 'trashy' fancy dress unless agreed in advance, although we still reserve the right to refuse entry.

No L-plates, inflatables or vulgar props.

Bags may be searched on entry, and refusal to allow such a search will result in refusal of entry

Anyone suspected of carrying illegal drugs will be refused entry and may be reported to the police

Anyone found in possession of illegal drugs or found using them on the premises will be instantly barred and reported to the police immediately.

Entry is at the discretion of the door staff and management, we reserve the right to refuse entry without explanation.

Entry to over 18's only unless permission is obtained from management to allow otherwise prior to completion of this agreement.

### Table Booking Policy

You must arrive at the agreed time, we reserve the right to cancel your booking without notice in the event of lateness.

We reserve the right to amend or change your booking, move you to a different area and withdraw any complimentary services such as table service.

You must abide by the door policy. Failure to comply with the door policy could result in refusal of entry.

We have a limited capacity. In some exceptional circumstances we may not be able to grant immediate admittance to a booking, but will always ensure entry as soon as capacity becomes available.

Our staff may request to search the Client's or guests' person or possessions prior to entry. Refusal to comply with a request may result in denial of entry.

Persons intoxicated or appearing to be so will be denied entry and, or service and required to leave the premises.

Aggressive behavior towards staff or other customers during any part of the Client's visit may result in the Client's name or the name of any aggressor being passed to the local Pub Watch / Night Safe organisation. We reserve the right to remove the client from our premises under such circumstances at no cost to The Kenilworth Hotel. No refunds will be given.

The Kenilworth Hotel promotes responsible drinking and will deny service and or entrance to those who appear intoxicated or appear to be drinking irresponsibly.

Management reserve the right to modify or withdraw any or all offers at any time without prior notice to Client and Client's guests.

The management of The Kenilworth Hotel reserve the right to cancel the booking at any time without giving reason at that time.

We do not charge for our reservations within the cocktail lounges. We feel that the fairest way to do this, is to request a 'guaranteed minimum spend per party', rather than charging service, administration or reservation cover charges. If your guests do not settle bills of in excess of the agreed minimum spend we charge the deficit to you.

Decorations: We do allow in certain circumstances SOME decorations although this MUST be discussed with the venue prior to your arrival.

STRICTLY no table glitter, confetti, party poppers or anything else of this nature.

You acknowledge that the company will suffer a loss of business if a confirmed booking is cancelled. Cancellation of a confirmed booking must be done in writing or via email by the party organiser.

If the booking is cancelled within the agreed period of the booking, or if the group does not show on the day of the booking, the full amount of the booking will be charged.

Should the number of guests that arrive be more than the number confirmed without prior agreement, we may not be able to accommodate the group.

You acknowledge that booking a table in the main room during opening hours does not give you exclusive use of the room.