

# Gem Hotels Bedroom Bookings Terms and Conditions

The following Terms and conditions apply to all bookings. We kindly ask that you take a moment to read them. In these Terms and Conditions the following definitions apply:

## 1. Definitions

“Company” or “we” means Globalgem Hotels Limited (Registered in England No. 11022269) whose registered office is at Lion House, 72-75 Red Lion Street, London, WC1R 4NA

“**Booking**” means the booking for accommodations, events and/or any other services or items made with us.

“**Contract**” means the Booking and these Terms, and any other terms and conditions stated to apply to the Booking.

“**Hotel**” means the premises for which your Booking is made.

“**Terms**” means these terms and conditions.

“**Websites**” means any other website owned or operated by us relating to a Hotel from time to time.

“**VAT**” means value added tax.

## 2. Bookings

All Bookings at the Hotel are subject to these Terms.

At the time of booking or at check-in, we will require a pre-authorisation of your credit/debit card and you authorise the use of this card for any sums that become owing to us. We reserve the right to require full payment in advance or a deposit at the time of booking in certain circumstances or if the Booking includes the supply of certain items or services. No Booking shall be treated as confirmed until the details and/or payment/deposit described in this paragraph have been provided.

Reservations of five rooms or more which are made on behalf of a company, as a private booking or through a 3rd party provider by an individual and/or an agent acting on their behalf may be considered a group booking. In such cases, Gem Hotels group terms and conditions may apply.

## 3. Charges

The prices displayed on the Website are an average per night per room including VAT 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 Website, the total amount for your requested stay shall be displayed on the reservation summary.

VAT will be payable 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 at that date. The VAT breakdown is displayed on the final Invoice on the current rate of VAT, and the expected VAT treatment of the goods or services.

Additional pricing on the Website includes VAT. A complete price list for items, such as restaurant meals, spa treatments and room service, are on display at the relevant locations within the Hotel and are available on request.

In the event of non-arrival or late cancellation, the appropriate charges will be applied to the card provided to guarantee the booking i.e. the total amount as displayed on your confirmation.

## 4. Check-in/ Check-out Requirements

In the interest of security and to prevent fraud, at the time of check-in, guests may be required to confirm their identity by providing their booking reference; their passport/identity card/driving license and a valid credit or debit card which will be swiped in the presence of the card holder. If guests are travelling from outside the UK, Ireland or any country in the Commonwealth we are also obliged by law to ensure guests provide the number and place of issue of your passport/identity card and details of their next destination. These records will be kept for at least 12 months and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of crime. The information above may be requested for each member of your party over the age of 16 and we reserve the right to refuse entry to persons who cannot provide the information set out above.

Unless otherwise stated on the booking confirmation, Guests may check-in at any time from 15.00 pm on the scheduled day of arrival. All rooms that have been secured by credit/debit card or prepaid at the time of booking will be held until 11:59 pm on the scheduled day of arrival unless otherwise agreed directly with the Hotel.

On the day of departure we kindly request all guests to vacate their rooms by 11.00 am (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the Hotel, or at the full overnight rate.

Rooms are subject to maximum occupancy rules set by the Hotel. If you would like further details please contact the Hotel directly.

## 5. Payment

We accept the following methods of payment: credit cards American Express, Master Card / Diners International, Diners Club, JCB International Credit Card, Visa; debit cards – Visa/Delta and Visa/Electron. All prices/rates shall be charged in Great British Pounds (GBP).

At the time of check-in we will authorise the accommodation charges (room rate, VAT and any service charge) and anticipated incidentals for the duration of your stay against your credit/debit card. During your stay the Hotel's system will calculate the incidentals charged to your room on a daily basis. If the cost of those incidentals exceed the authorisation taken on check-in, further authorisation will automatically be requested and if such authorisation is not available, we may request another method of payment or a deposit to be provided, failing which we reserve the right to restrict access to your room.

All outstanding charges must be paid for in full on check-out from the Hotel. If the outstanding charges do not exceed the authorisation taken on check-in, the authorisation for the amount not utilised will be released, however, we cannot control how long it takes for your bank to affect such release. If staying for multiple nights at the Hotel we may require you to make payment for any outstanding charges on a more frequent basis during your stay.

## 6. Damages

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

## 7. Leisure Facilities

Guests staying in a Hotel with a leisure club may use that club throughout the duration of their stay. A condition of the facilities is that you must comply with the club's rules, a copy of which is available at the club reception. Restrictions and charges may apply for use of some facilities, please enquire at the Hotel for further details.

At certain times, facilities may become unavailable due to maintenance, adverse weather conditions or other reasons beyond our control. We will attempt to keep all Hotel guests informed of these circumstances however this may not always be possible. If any facility is a significant reason for your choice of Hotel, we would advise you to check directly with the Hotel in advance of arrival.

## 8. 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 Hotel, 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 Hotel 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 Hotel if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case, the Company shall have no obligation to refund you for your lost accommodation, other services or any other loss or expense incurred.

## 9. No Smoking

It is against the law to smoke in a non-designated area including a bedroom. Smoking is not permitted in any part of the hotel and you are respectfully asked to refrain from smoking. The Management will charge a deep clean fee of no less than £100.00 if traces of tobacco are identified in your allocated bedroom. If the hotel is prevented from utilising your room for another guest as a result of smoke contamination, any resulting financial losses will also be chargeable as compensation for the loss.

## 10. Children

All guests under 18 years of age staying with the Hotel must be accompanied by an adult and must be supervised at all times.

Children wishing to use the gym facilities must be at least 16 years of age and accompanied by an adult at all times. Any child may use the swimming pool during their stay, if accompanied by an adult. However, use of the pool is during specified times only, these times are available at the hotel.

Children are classed as 2-12 years old. Infants under 2 years will be accommodated, where space allows, in a cot (on request), free of charge.

Cots and extra beds are available in most of our properties. However, these are limited and subject to availability. Additional charges may apply. Please check at the time of booking.

## 11. General

Rates advertised on [www.gemhotels.com](http://www.gemhotels.com) are non-commissionable unless agreed in writing by an authorised Gem Hotels representative prior to a booking being made.

## 12. Force Majeure

The company accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions natural disasters, other acts of God, acts of terrorism, or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## 13. Limitation of Liability

The company will not be responsible for the loss or damage of any property left in the Hotel other than as required under the Hotel Proprietor's Act 1956 and the Local London Authorities Act 2004 (a copy of the notice under such acts is displayed in the reception of the Hotel) or any other applicable law.

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.

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.

## 14. Governing Law and Jurisdiction

The Contract and any non-contractual obligations arising in connections with it are governed by English law. The English courts have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations.

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

## 15. Website Information

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

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

Trademarks used on the Website 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 Website is operated by the Company.