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12 Eastern Esplanade, Broadstairs, Kent, CT10 1DR ♦ enquiries@baytreebroadstairs.co.uk ♦ +44 (0) 1843 862502

## Terms and Conditions

The following Terms and Conditions apply to all bookings made with the Bay Tree Broadstairs on the website, by email and by telephone and through third party channels such as booking.com.

In these Terms and Conditions the following definitions apply:

### 1. Definitions

**“The Bay Tree”** or **“we”** or **“us”** or **“our”** or **“hotel”** means Bay Tree Broadstairs Limited (company no 03896006) whose registered office is at 12 Eastern Esplanade, Broadstairs, Kent, CT10 1DR.

**“Booking”** means the booking for accommodation, functions and any other services made with us.

**“Contract”** means the Booking and these Terms and Conditions.

**“Guest”** means the party who is contracting with The Bay Tree to stay at the Bay Tree and avail themselves of our Accommodation and Services.

### 2. Bookings

All Bookings at The Bay Tree are subject to these Terms and Conditions.

At the time of booking or at check-in we will take your credit or debit card details and you authorise the use of this card for any sums that become owing to us. Unless agreed otherwise we will take a deposit at the time of booking which will usually be the cost of the first night stay.

The Booking is not confirmed until the details of the Booking including a Reservation Number have been emailed to the guest by the Bay Tree’s electronic booking system.

### 3. Charges

The prices for each room, by date, are displayed on the website. The prices to be charged are shown in UK Pounds Sterling and include VAT.

Price lists for additional items, such as restaurant meals are available within the Bay Tree and can be provided on request.

### 4. Check-in

In the interests of security and to prevent fraud, at the time of check-in, guests may be required to confirm their identity by providing their Reservation Number and a form of identification such as passport, ID card or Driving Licence.

Guests may check-in at any time from 4.00 p.m. on the day of arrival.

### 5. Check-out

On the day of departure if you need to leave before 8.00am you should settle your bill the previous evening before 11.00pm.

On the day of departure you should vacate your room no later than 10.30am. However, you can continue to enjoy the other hotel facilities for the rest of the day of check out.



## **6. Payment**

We accept the following methods of payment: Cash, Visa Debit, Visa and Mastercard. We do not accept American Express.

During your stay the Bay Tree system will calculate any additional costs to be charged to your room on a daily basis. All outstanding charges must be paid for in full on check-out from the Hotel. All payments are in sterling.

## **7. Cancellation**

### **Guest Cancellation**

A full refund of the deposit paid will be made, upon request, if a room is cancelled before 4.00pm the day before the day of check-in.

If a room is cancelled after 4.00pm the day before the day of check-in the deposit will only be refunded, upon request, if the room is subsequently sold to another guest.

### **Bay Tree Cancellation**

The Bay Tree reserves the right to cancel your booking. This will only happen in exceptional circumstances which are beyond our control. In such circumstances you will be given a full refund of your payment but we shall have no further liability to you arising out of such cancellation. We will use reasonable endeavours to re-book you into an alternative location which is close to the Bay Tree and of a similar standard.

## **8. Damage and Loss**

You are responsible and liable for any breakages or damages which you cause to the Bay Tree or its contents during your stay. We reserve the right, and you hereby authorise us, to charge you for any damage incurred including, without limitation, specialist cleaning or for any items that are missing when you leave.

We do not usually charge for minor breakages if you report these to us immediately but we may charge you for repair or replacement if the damage or breakage is significant.

If you lose or do not return the keys provided for access to your room during your stay you will be charged for the costs we incur in replacing the keys and locks.

The toiletries provided in the *en suite* bath or shower room are for your use during your stay. However they remain the property of the Bay Tree and should not be removed on departure.

## **9. Accessibility**

If you have any specific accessibility needs you should discuss these with us in advance. Wheelchair access is possible through the terrace door at the rear of the building and we have a ground floor room (Room 1) which provides access and facilities for wheelchair users.

## **10. Parking**

There is a car park at the rear of the Bay Tree for guest use. Spaces are available on a first-come-first served basis and a space cannot be guaranteed. The Bay Tree will not accept responsibility for loss or damage to property or vehicles left in the car park.

## **11. Guest Behaviour**

Guests are asked to conduct themselves appropriately and to have respect for the property of the Bay Tree, its employees and guests and the health and safety of all. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Bay Tree or cause offence to other guests or our members of staff. In particular we ask that guests do not create unreasonable noise either in the room or the public areas. This includes the use of mobile phones. We reserve the right to refuse accommodation or



services or remove you and members of your party from the Bay Tree if, in our reasonable opinion, this provision has been breached. In this instance we shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

## **12. No Smoking**

Guests are not permitted to smoke in the guest rooms or public areas. If a guest room requires specialist cleaning because of tobacco or other odours this will be charged to you. Smoking is permitted on the front patio but consideration must be given to other guests.

## **13. Children**

All children (persons under 16 years of age) staying at the Hotel must be accompanied by an adult and must be supervised by an adult at all times.

Cots and folding beds are available at an extra cost per bed per night. These are limited and subject to availability.

## **14. Pets**

Dogs are permitted in Room 1 only. The Dog(s) will incur an additional charge as specified in the Tariff from time to time. Dogs may only enter or leave Room 1 through the external terrace door and must not be allowed in any other part of the Hotel.

## **15. Wi-Fi**

Usage of The Bay Tree guest Wi-Fi is at your own risk. There are no virus protection measures or security features in place.

You agree to use our Wi-Fi for legitimate purposes only.

## **16. CCTV**

The Bay Tree is protected by CCTV cameras which locations may include but are not restricted to the Drive and Car Park, Hall, Library, Lounge and Dining Room. The CCTV is operated according to the requirements of the Data Protection Act 1998 and the Bay Tree is a registered Data Controller with the Information Commissioner's Office.

## **17. Personal Information**

All personal information relating to guests is stored and used by us using a cloud based booking system.

## **18. Force Majeure**

The Bay Tree 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 our reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## **19. Limitation of Liability**

The Bay Tree 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 or any other prevailing law or regulation.

Any items of high value may be placed in our safe whilst you are away for the day and all other items should be put away in your room.



The Bay Tree does not accept any liability for any damage, loss or injury to any member of your party or any vehicles or possessions, unless proven to be caused by a negligent act by us or our employees whilst acting in the course of their employment.

## **20. COVID-19 Policies**

Prior to arrival guests are asked to contact The Bay Tree to agree a time of arrival so that social distancing guidelines can be followed or to wait outside or in their vehicles until there is available space inside the hotel.

Upon arrival, all guests, including partners and friends of the guest whose booking the room has been made under, will be required to have their temperature checked (by contactless thermometer), complete and sign a short questionnaire regarding their health and provide contact details should they need to be traced following any COVID-19 infections of themselves or other guests. Should anyone record temperature above 38c or be showing any other symptoms The Bay Tree reserves the right to refuse entry and to cancel reservations.

All guests are required to use sanitising gel provided at entrances to the building and to also thoroughly wash hands before leaving their rooms

Guests will also be asked to agree set meal times (for some rooms table and chairs can be added to rooms to provide in-room service instead of using the restaurant) and to agree check out times so that social distancing guidelines