

# The Clarendon Hotel and Bar Booking Terms and Conditions And Privacy Notice

The following Terms and Conditions apply to all bookings made on this website. We kindly ask that you take a moment to read them prior to making a booking.

The Company enters into this Agreement as principal for bookings made for the hotel it owns.

In these Terms and Conditions the following definitions apply:

## 1. Definitions

**“Company” or “we” or “us” or “The Clarendon” or “The Clarendon Hotel & Bar”** means Deal by Sea Ltd (company no **09183955**) whose registered office is at **First Floor, 47 Marylebone Lane, Holborn, London, W1U 2NT**

**“Booking”** means the booking for accommodation, functions 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 [www.theclarendon-hotel.com](http://www.theclarendon-hotel.com) any other website that facilitates bookings with us and also includes any other websites owned or operated by us relating to accommodation from time to time.

**“VAT”** means value added tax.

## 2. Bookings

All Bookings at the Hotel are subject to these Terms, regardless of which website or method they are booked.

At the time of booking or at check-in, we will take your credit/debit card details and you authorise the use of this card for any sums that become owing to us. We shall also have 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.

## 3. Charges

The prices displayed on the Websites are an average per night per person until a rate is selected. Any service or VAT (at the prevailing rate) are included only if specified. 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 Websites, the total for your requested stay shall be displayed on the reservation summary. Prices shall be charged in the local currency of the Hotel and any currency conversion facility is provided as an approximation tool only, please refer to the Currency Disclaimer for more details.

The VAT breakdown shown is indicative based on the current rate of VAT, and the expected VAT treatment of the goods or services. 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.

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

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 booking reference; their passport/identity card/driving licence 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 require guests to 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 **3pm** 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 **11pm** on the scheduled day of arrival unless otherwise agreed directly with the Hotel.

On the day of departure we kindly ask all guests to vacate their rooms by **11am** (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.

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

#### **5. Payment**

We accept the following methods of payment: credit cards: American Express, JVC MasterCard, Visa; debit cards - Visa/Delta and Visa/Electron.

For advance purchase rates the card you booked with must be presented on arrival, along with the appropriate ID.

At the time of check-in we will authorise the accommodation charges (room rate, VAT and any service charge) for the duration of your stay against your credit/debit card. We may also choose to accept a deposit in place of payment card authorisation by another valid form of payment, including cash or cheque.

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 effect 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.

Lost keys, damage to the room, or hotel/bar facilities and any other costs incurred by you or your guests during your stay will be charged at the prevailing rates. As costs of replacement keys and estimates for damage to repairs vary from time to time we will provide you with details of the amount to be charged to your debit/credit card before taking payment. Where remedial/repair works have to be undertaken we will charge a full estimated cost and then refund any difference if the resulting works end up being below the estimated cost. Where the estimated costs proves lower than the final cost we reserve the right to collect the balance of payment upon completion.

## **6. Cancellation Policy and No Shows**

The cancellation policy varies according to the rate that is booked. Please refer to the individual full rate descriptions given at the time of booking, as certain bookings will incur a charge if cancelled within a certain timeframe. All such cancellation policies are clear on your online booking and in the confirmation email we will send you.

## **7. Changes or Cancellation by the Company**

Very occasionally we may need to cancel your Booking. In such circumstances you will be given a full refund but we shall have no further liability to you arising out of such cancellation. We will, however, use reasonable endeavours to try and re-locate any confirmed booking cancelled by us to an alternative location similar in standard to the Hotel.

Your booking is for a class of room in the Hotel and does not guarantee that you will be able to stay in a specific room or in the same room for the duration of your stay. If you have indicated a preference for a particular room through a "choose your own room" facility on the Website, we will use our reasonable efforts to honour this preference. However, we may need to allocate an alternative room to you for operational or safety reasons. If we need to move you to a different room during your booking for which a lower rate is available than the rate you booked at, we will refund you the difference in the rates.

## **8. Damage**

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 (including without limitation specialist cleaning) or for any items that are missing when you leave.

Lost keys, damage to the room, or hotel/bar facilities and any other costs incurred by you or your guests during your stay will be charged at the prevailing rates. As costs of replacement keys and estimates for damage to repairs vary from time to time we will provide you with details of the amount to be charged to your debit/credit card before taking payment. Where remedial/repair works have to be undertaken we will charge a full estimated cost and then refund any difference if the resulting works end up being below the estimated cost. Where the estimated costs proves lower than the final cost we reserve the right to take the balance of payment upon completion.

## **9. Accessibility**

Please contact our hotel on 01304 374748 or [info@theclarendon-hotel.com](mailto:info@theclarendon-hotel.com) to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate your needs.

## **10. Parking**

Please note there is no allocated parking available at the hotel. The nearest public car park (Middle Street Car Park) is located directly behind the hotel itself which is available for use, subject to availability and the advertised hourly charges applicable. Other public car parks are available in the town centre also.

No responsibility can be held by the Company for loss or damage to guests' vehicles during their stay.

## **11. Hotel Events**

Please be aware that at certain times throughout the year some of our hotels may host weddings, events and parties, which you may feel would be an intrusion on your break. Please contact the Hotel directly in advance of your stay for further information.

## **12. 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 shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred. You may not invite non-paying or non-registered guests to your room or to have use of the hotel facilities without express consent of the Hotel management.

## **13. No Smoking**

Guests are not permitted to smoke or vape in rooms or public areas.

## **14. Children**

All children (a person under 18 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 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.

## **15. Pets**

Guide dogs are accepted with prior arrangement but otherwise no pets are allowed at the Hotel.

## **16. Personal Information**

All personal information stored and used by us is done so in accordance with the Privacy and Cookie Policy. Please refer to our Privacy Notice below.

## **17. 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, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## **18. 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 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.

## **19. Governing Law and Jurisdiction**

The Contract and any non-contractual obligations arising in connection 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).

## **20. Web Site Information**

While all reasonable efforts have been taken to ensure the accuracy of information on the Websites, 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 Websites 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 Websites is the copyright of the Company, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.

Trade marks used on the Websites 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 Websites are operated by the Company.

## **21. Special Terms and Conditions**

Under certain circumstances (for example, special events, offers and group bookings), we may require payment in full, or payment of a deposit, in advance. Additional information regarding this will be provided by The Clarendon Hotel directly.

Please note that all bookings during the Golf Open 2020 are no refundable.

## **Privacy Notice**

### **1. Scope**

All data subjects whose personal data is collected, in line with the requirements of the General Data Protection Regulation (GDPR).

### **2. Responsibilities**

The Data Protection Officer is responsible for ensuring that this notice is made available to data subjects prior to Deal By Sea Ltd. collecting/processing their personal data.

All Employees/Staff of Deal By Sea Ltd. who interact with data subjects are responsible for ensuring that this notice is drawn to the data subject's attention and their consent to the processing of their data is secured.

### **3. Privacy notice**

#### **3.1 About Us**

Deal By Sea Ltd provides Hotel accommodation for customers who agree to the stated Terms and Conditions. Our bookings are usually made online, via third party booking agents and online service providers, selected by Deal By Sea Ltd as it sees fit. These booking agents/providers will normally be the source of the personal data

we subsequently process.

Our Data Protection Officer and data protection representatives can be contacted directly here: [dpo@keystone-group.net](mailto:dpo@keystone-group.net)

The personal data we collect and process is detailed below:

<b>Personal data type:</b>	<b>Source</b> (where Deal by Sea Ltd. obtained the personal data from if it has not been collected directly from you, the data subject)	<b>What the data is used for:</b>
Full Name	Processed from Welcomeonline, Booking.com, Expedia. Direct bookings via info@theclarendon-hotel.co.uk	To perform our contract with you and complete a booking reservation.
Email address	Processed from Welcomeonline, Booking.com, Expedia. Direct bookings via info@theclarendon-hotel.co.uk	To perform our contract with you and complete a booking reservation.
Telephone Numbers	Processed from Welcomeonline, Booking.com, Expedia. Direct bookings via info@theclarendon-hotel.co.uk	
Address	Processed from Welcomeonline, Booking.com, Expedia. Direct bookings via info@theclarendon-hotel.co.uk	To perform our contract with you and complete a booking reservation.
Credit/Debit Card details	Processed from Welcomeonline, Booking.com, Expedia. Direct bookings via info@theclarendon-hotel.co.uk	To perform our contract with you and complete a booking reservation. To take payment for said reservation or additional terms (Please see Sutton Vale terms and conditions).

### Consent

By accepting this privacy notice and our terms and conditions you are giving us permission to process your personal data specifically for the purposes identified.



Where we are asking you for sensitive personal data we will always tell you why and how the information will be used.

Deal By Sea Ltd always process your data under one of the following legal bases:

- To fulfil our contractual obligations with you
- In the legitimate interests of our business
- To meet our legal and regulatory obligations

We therefore do not process any sets of data based solely on you granting consent, as by agreeing to utilise our services you are agreeing to allow us to process your personal data in accordance with the above stated legal basis for processing your data.

You may withdraw consent or access your data at any time by requesting and completing a Data Subject Access Request Form.

Please note, as we often source your personal data from third party booking agents and online service providers you will also be subject to the data privacy policy of those parties and would need to contact them directly to access their data protection information.

## **Disclosure**

Deal By Sea Ltd. will not pass on your personal data to third parties without first obtaining your consent, unless the provision of that data is to meet our legal obligations with regulatory or law enforcement agencies.

## **Retention Period**

Deal By Sea Ltd. will store your personal data for a maximum of 3 months after your last transaction with us. Where financial or other information has to be retained to meet our regulatory or financial obligations, information may be kept up to 7 years, but will be anonymised where appropriate.

Please note; we obtain some of our personal data from third party companies, if you would like to be informed of their retention period you would have to consult them directly.

## **Your rights as a data subject**

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- Right of access – you have the right to request a copy of the information that we hold about you.
- Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- Right to restriction of processing – where certain conditions apply to have a right to restrict the processing.

- Right of portability – you have the right to have the data we hold about you transferred to another organisation.
- Right to object – you have the right to object to certain types of processing such as direct marketing.
- Right to object to automated processing, including profiling – you also have the right to be subject to the legal effects of automated processing or profiling.
- Right to judicial review: in the event that Deal By Sea Ltd refuses your request under rights of access, we will provide you with a reason as to why. You have the right to complain as outlined in clause 3.6 below.

All of the above requests will be forwarded on should there be a third party involved (as stated in 3.4 above) in the processing of your personal data.

### **3.6. Complaints**

In the event that you wish to make a complaint about how your personal data is being processed by Deal By Sea Ltd you can contact our nominated Data Protection Officer at **dpo@keystone-group.net**

You also have the right to complain to the Information Commissioner's Office. It has enforcement powers and can investigate compliance with data protection law: [ico.org.uk](http://ico.org.uk)

## **4. Further information**

### **Personal data**

Under the EU's General Data Protection Regulation (GDPR) personal data is defined as:

“any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person”.

### **How we use your information**

This privacy notice tells you how we, Deal By Sea Ltd. will collect and use your personal data in order to initiate contract with yourself, to provide accommodation.

### **Why does Deal By Sea Ltd. need to collect and store personal data?**

In order for us to provide you with accommodation, we need to collect personal data to initiate said contract and be able to provide our services. In any event, we are committed to ensuring that the information we collect and use is appropriate for this purpose, and does not constitute an invasion of your privacy.

### **Will Deal By Sea Ltd. share my personal data with anyone else?**

We will not pass your personal data on to third-party service providers contracted to Deal By Sea Ltd. in the course of dealing with you.

If we wish to pass your sensitive personal data onto a third party we will only do so once we have obtained your consent.

### **How will Deal By Sea Ltd. use the personal data it collects about me?**

Deal By The Sea Ltd. will process (collect, store and use) the information you provide in a manner compatible with the EU's General Data Protection Regulation (GDPR). We will endeavour to keep your information accurate and up to date, and not keep it for longer than is necessary. Deal By Sea Ltd. is required to retain information in accordance with the law, such as information needed for income tax and audit purposes. How long certain kinds of personal data should be kept may also be governed by specific business-sector requirements and agreed practices. Personal data may be held in addition to these periods depending on individual business needs.

### **Under what circumstances will Deal By Sea Ltd. contact me?**

Our aim is not to be intrusive, and we undertake not to ask irrelevant or unnecessary questions. Moreover, the information you provide will be subject to rigorous measures and procedures to minimise the risk of unauthorised access or disclosure.

### **Can I find out the personal data that the organisation holds about me?**

Deal By Sea Ltd, at your request, can confirm what information we hold about you and how it is processed. If Deal By Sea Ltd. does hold personal data about you, you can request the following information:

- Identity and the contact details of the person or organisation that has determined how and why to process your data. In some cases, this will be a representative in the EU.
- Contact details of the data protection officer, where applicable.
- The purpose of the processing as well as the legal basis for processing.
- If the processing is based on the legitimate interests of Deal By Sea Ltd. or a third party, information about those interests.
- The categories of personal data collected, stored and processed.
- Recipient(s) or categories of recipients that the data is/will be disclosed to.
- If we intend to transfer the personal data to a third country or international organisation, information about how we ensure this is done securely. The EU has approved sending personal data to some countries because they meet a minimum standard of data protection. In other cases, we will ensure there are specific measures in place to secure your information.
- How long the data will be stored.
- Details of your rights to correct, erase, restrict or object to such processing.
- Information about your right to withdraw consent at any time.
- How to lodge a complaint with the supervisory authority.
  
- Whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether you are obliged to provide the personal data and the possible consequences of failing to provide such data.

- The source of personal data if it wasn't collected directly from you.
- Any details and information of automated decision making, such as profiling, and any meaningful information about the logic involved, as well as the significance and expected consequences of such processing.

**What forms of ID will I need to provide in order to access this?**

Deal By Sea Ltd. accepts the following forms of ID when information on your personal data is requested: Passport, Driver's License, National Photo Identity Card.

**Contact details of the Data Protection Officer / GDPR Representative:**

[dpo@keystone-group.net](mailto:dpo@keystone-group.net)

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