



# Terms & Conditions

The parties to these Terms of business are:

- a) Biggin Hill Airport Hotel Limited of registered office Main Passenger & Executive Terminal, Main Road, Biggin Hill, TN16 3BH, UK (T/A The Landing) ("**Us/We/Our**")
- b) **You/Your** as the Lead Guest or Booking Lead on behalf of a Booking Party, all of whom agree to be bound by these Terms and Conditions

Definitions:

Booking Lead: person making a booking with **Us** on behalf of another person or persons who will be staying **Us**

Booking Party: each and every person staying with **Us** pursuant to a booking made pursuant to these Terms and Conditions by **You** as Booking Lead or Lead Guest

Confirmatory Email: the email sent from **Us** to **You** to confirm the booking made with **Us** by **You**

Deposit: the sum or sums of money paid by **You** to **Us** to confirm and secure **Your** booking

Hotel: Biggin Hill Airport Hotel Limited

Lead Guest: the person making a booking with **Us** on behalf of themselves and another person or persons, all of whom are intending to stay with **Us** on the date(s) booked

Property: The place known as the Biggin Hill Airport Hotel Ltd trading as The Landing and situate at Churchill Way, Biggin Hill, TN16 3BN together with all land, roads, car park, buildings, fixtures and fittings contained therein or on

Third Party Visitors: persons visiting the Hotel with no booking and no intention to stay overnight at the Property



# Terms of Booking & Booking Deposit

By placing a booking with **Us** (Biggin Hill Airport Hotel Ltd, T/A The Landing) and **You** (the Lead Guest) and each member of **Your** Booking Party (for whom **You** are acting as Agent) accept and agree to be bound by the Terms and Conditions as set-out below. During **Your** stay **You** agree to abide by the Terms and Conditions as set-out herein. If **You** have any questions about booking with **Us**, please contact **Us** at enquiries@thelandinghotel.co.uk before making a booking.

1. **You** will need to provide **Your** credit or debit card details to **Us** when making a reservation and these will be used by **Us** to secure **Your** reservation. **We** can accept Visa, MasterCard or American Express to secure **Your** reservation. The contract between **Us** and **You** for the provision of **Your** room and any additional services added to **Your** reservation by **You** will be formed when **You** provide **Your** credit or debit card details to **Us** and they are accepted and used by **Us** to obtain cleared funds to secure **Your** Booking.
2. **We** will confirm acceptance of **Your** reservation by sending **You** a Confirmatory Email to the email address that **You** provided to **Us** during the reservation process. If upon receipt of the Confirmatory Email **You** realise that an error has been made during the reservation process, please contact **Us** without delay (and within 48 hours at most) at enquiries@thelandinghotel.co.uk.
3. Deposit payments must be 'cleared funds' before a booking will be confirmed. Deposits are only refundable in compliance with these Terms and Conditions as set out below.

## Booking Process

4. To place a booking with **Us** the Lead Guest must be at least 18 years of age. The maximum number of staying guests per room is 2 adults. Where the person making the booking is different to the Lead Guest taking up occupation and staying with **Us**, the person making the booking (the "Booking Lead") will be held responsible for any cancellation charges and/or damage caused at the Property as set-out within these Terms and Conditions. Only the Lead Guest and the persons named as part of the Booking Party are allowed to stay overnight at the Property. Third Party Visitors are only allowed access to the Property with **Our** express prior permission.



5. Deposit payment can be made by **You** online or over the phone using a debit or credit card or by digital bank transfer. It is hereby agreed that any charges raised against **Us** by **Our** bank for handling dishonoured bank transfers or any other payments shall be reimbursed to **Us** by **You** within seven (7) days of a request to do so.
6. **We** adopt a dynamic pricing model so the price of **Our** rooms fluctuates based on demand. When **You** make a reservation request, **We** will give **You** a total price for the room(s) and number of night(s) **You** have requested. The price **You** pay is the price quoted to **You** by **Us** at the time **You** make **Your** reservation and pay **Your** Deposit.
7. Room prices are per room, per night and are inclusive of VAT at the applicable rate at the time of **Your** reservation. If the rate of VAT changes (up or down) between the date of **Your** reservation and the date of **Your** stay, **We** will adjust the rate of VAT but the price **You** pay will remain the same.
8. Meals and other extras are not included in the room price but **You** may be able to add them to **Your** reservation during the booking process or they may be available to purchase at extra cost during **Your** stay. If desired and available, **You** can pay for breakfast and/or dinner at the same time as paying the Deposit for **Your** room. If **You** have ordered breakfast and/or dinner as part of **Your** reservation and the rate of VAT changes (up or down) between the date of **Your** reservation and the date of **Your** stay, **We** will adjust the rate of VAT but the price **You** pay will remain the same. All other meals and extras must be paid for separately.
9. Advance Purchase Rate: Payment in full is required from **You** at the time of booking any Advance Purchase Rate reservations. Advance Purchase Rate bookings are at a special discounted rate but are not refundable or date transferable once paid for in full by **You** at the conclusion of the booking process.
10. Standard Rate: Rooms can be booked at **Our** Standard Rate but please note that such bookings can only be cancelled or varied in compliance with **Our** cancellation policy which is set out below.
11. Irrespective of the rate paid, all bookings are guaranteed for late arrival and will be held until 23.59 on the stated day of arrival. All guests agree to respect the privacy and peace of all other staying guests, neighbours and the owners of The Landing. **We** reserve the right to cancel **Your** booking with **Us** with immediate effect if **You** or any member of **Your** Booking Party are not honouring this agreement and cause a persistent or ongoing disturbance or nuisance to other guests, neighbours or the owners of The Landing.



## Check-in & Check-out

13. **You** must check-in and check-out as per the times stated below:

- Check-in from 15.00 on the stated day of arrival.
- Check-out by 11.00 on day of departure.

**You** are asked to note that anyone checking out on a date prior to their planned date of departure will still have to pay for the remaining days originally booked, reserved or paid for. No refunds or rebates will be given for checking out earlier than originally intended.

Early check-ins and late check-outs are available on a request basis only and are subject to additional charges, and may only be agreed in advance.

## Cancellation, Returned Deposit & Non-Arrival Conditions

14. Guest who are paying **Our** Standard Rate and who need to cancel or amend their booking should contact **Us** as soon as possible. Deposits already paid by **You** in respect of bookings made at **Our** Standard Rate will only be refunded to **You** in accordance with the following policy:

- A one night stay Deposit must have been paid to **Us** by **You** at the time of confirming **Your** reservation in order for a refund to be permissible.
- Cancellation made 24hrs in advance of arrival date = Full Deposit refunded less a £10 admin fee which will apply.
- Cancellation made after 24hrs of 3pm on the intended arrival date = No refund issued; full amount of booking price remains due and payable.

15. **No refunds are available in respect of any booking(s) made at Our Advance Purchase Rate.** Such bookings cannot be amended, transferred to another name or date, refunded or altered and this lack of flexibility is accepted by **You** in exchange for **Our** best rate being obtained and payable by **You** in relation to the cost of **Your** booking.

16. Non-arrival guests: If **You** are unable to attend or for whatever reason fail to attend and complete **Your** stay as planned **You** shall immediately forfeit **Your** paid Deposit and the remaining balance of **Your** booking will remain due for payment in full at the stated day of expected arrival. It is suggested that **You** and **Your** travelling companions each purchase appropriate travel, holiday or



cancellation insurance as required to ensure that **You** have the protection **You** each desire.

17. In the rare event **We** need to cancel **Your** booking or part of **Your** booking with **Us**, please be aware that **Our** liability to **You** is limited to the refund of any payment already made by **You**. No damages or additional losses or costs incurred can be claimed by **You** from **Us** irrespective of the circumstances.

## Wi-Fi Fair & Appropriate Usage Policy

18. Where Wi-Fi Internet access is provided, **You** accept to only use this to access the Internet fairly and appropriately. **We** reserve the right to monitor network performance and user usage in order to maintain a fair and high level of internet service to all of **Our** guests.

The Internet access provided is intended for general use such as access to the world wide web, email, messaging, social media, light video / music / media streaming. It is not intended or ideally suited for heavy media streaming, online gaming, extensive downloads or uploads. Access to illegal activity or content or the use of **Our** Wi-Fi network for illegal activity is prohibited and may be reported to appropriate authorities.

## Damages & Lost Property

19. **We** reserve the right to charge **You** for the cost of repairing any damage caused to **Our** Property by any member of **Your** Booking Party. This includes breakages, spillages, stains, damage to furniture or fixtures and fittings. Any accidental damage should be reported as soon as possible in order to minimise damage and associated costs.

20. Any lost property left behind by **You** or a member of **Your** Booking Party will, if discovered and found, be held by **Us** for a period of 1 month. While **We** will make **Our** best efforts to reunite **Your** lost property with **You**, **We** accept no responsibility for lost items not returned to **You**. **We** encourage **You** to ensure that **You** have all of **Your** belonging before checking-out. **We** may offer to post **Your** lost items to **You** using recorded delivery at **Your** cost, otherwise collection can be arranged.

## Smoking

21. Smoking of any tobacco products including, but not limited to cigarettes, pipes, e-cigarettes, e-liquids, cigars, snuff or chewing tobacco, is not permitted



in any area of the Hotel building or grounds. A minimum charge of **£150** will be applied to **Your** final bill should smoking take place in any bedroom occupied by **You** or any member of **Your** Booking Party or in any communal area of the Hotel building by **You** or any member of **Your** Booking Party.

## Pets & Service Dogs

22. **We** do not accept pets throughout the Property, except for fully trained service dogs. The cost of repairing any damage caused by **Your** service dog will be charged to **You** in full at the time of check-out. A one-off pet cleaning fee of **£25** per stay will be applied for any breach of this policy.

## Parking

23. Where on-site parking is provided **You** accept that **You** park **Your** vehicle at **Your** own risk. **We** accept no responsibility for theft or damage to or from vehicles parked in **Our** car park. Liability for theft or damage relating to vehicles parked on **Our** premises is accordingly excluded by **Us**, in full.

24. **You** are advised that **Our** car park is not a secure car park. Do not leave vehicles unlocked and do not leave **Your** valuables visible within **Your** vehicle. **We** recommend that **You** take sensible precautions and insure **Your** vehicle and its contents at all times.

25. **You** are entitled to use **Our** car park for the duration of **Your** stay with **Us**. **Your** stay with **Us** commences when **You** check-in, and ends when **You** check-out.

26. Limited car parking is available at the front of the Property, along with electric parking points if needed. Electric vehicle charging is subject to availability and upon payment of a supplement, to be paid directly by **You** at reception before the time of use.

## Accessibility Statement

27. **We** welcome all guests at **Our** Hotel including guests with an impairment which could include but is not limited to impairment of mobility, sight, hearing and/or learning disabilities. If **You** require assistance from **Us**, **You** will be assisted as far as is reasonably practicable during **Your** stay and as required by law.



28. This access statement does not contain personal opinions or advice as to **Our** Hotel's suitability for those with access needs, but aims to accurately describe the facilities and services that **We** offer all of **Our** guests and visitors.

29. Before **You** Arrive: It is recommended that **You** discuss **Your** requirements with **Our** reservations team when making **Your** booking, so that **We** can ensure that **We** offer **You** the most suitable room for **Your** needs as described to **Us** . Please note that **We** have 6 accessible rooms which are all located on the ground floor.

## Reception

30. The Hotel reception is accessed via the front entrance, with no steps and inclines. The doors from the entrance leads directly to the reception desk which is located on the ground floor.

## Public Areas

31. The bar, lounge and restaurant are all located on the 1<sup>st</sup> floor which is accessed via a lift. The lift services all floors and no stairs or slopes form part of its path. All flooring throughout the hotel is tiled, wood flooring or carpeted.

## Accommodation

32. **We** have 6 accessible rooms, all of which are located on the ground floor. The bedrooms and bathrooms are fully accessible throughout each of these 6 rooms. Rubber shower mats are available on request. **Our** lift is fully accessible and services all floors and public areas.

### Additional Information

33. The fire alarm system uses an automated alarm ringing system. Should **You** need assistance due to an evacuation, please make the Duty Manager aware on arrival when checking in. Should any of **Your** medication require



refrigeration, this is not a problem but please make **Our** reception team aware of this at the time of **Your** booking. Please also inform **Us** of any dietary requirements, intolerances or preferences that **You** have. If **You** would like the evacuation procedures explained to **You** at the time of checking in, please request this. Should any measurements of any sections of the building be required including corridor lengths, door widths, toilet heights etc, **We** would be happy to provide these to **You** upon request.

34. If **You** require further information which is not covered in this accessibility statement or should **You** have any queries, please discuss **Your** requirements with **Our** reservations team at the time of booking or contact reception during **Your** stay with **Us**.

## Your Personal Details & Privacy

35. **We** are required to keep a register of guests over the age of 16 who stay with **Us**. The register includes full name, address, email, contact telephone number and nationality (and passport numbers for non-British, Irish or Commonwealth guests) of each guest. This is in accordance with the (Immigration (Hotel records) Order 1972). These records are kept for a minimum of 12 months and in accordance with the DPA (Data Protection Act 1998) and the GDPR (General Data Protection Regulation).

36. **Our** policy surrounding the personal details that **You** provide to **Us** as part of any booking or enquiry through **Our** website or any third-party website, including the privacy of those details, are explained and set out in **Our** Privacy Policy which can be found on **Our** website at : [www.thelandinghotel.co.uk](http://www.thelandinghotel.co.uk).

## Our Right To Cancellation

37. **We** reserve the right to cancel any booking without compensation, refund or reimbursement if these Terms and Conditions are breached by **You**.

## Rights

38. 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.

**Our** liability:





39. **We** do not accept liability for failure to meet any of **Our** obligations where such failure is due to events beyond **Our** reasonable control.

40. If **We** breach these Terms and Conditions for reasons within **Our** control **We** shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach. It is hereby agreed that **We** shall not be liable to **You** whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any indirect or consequential losses suffered by **You** including but not limited to:

- loss of income, sales or revenue;
- loss of business;
- business interruption;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of reputation and/or goodwill; or
- wasted management or office time;

41. Where **We** are liable to **You** **Our** maximum liability to **You** whether in contract, tort (including negligence) or for breach of statutory duty shall in no event exceed the price of **Your** reservation (save as prohibited by applicable law). Where the Hotel Proprietor's Act 1956 applies, in which case **Our** liability will be limited to the maximum prescribed under that Act, **You** should note the Act limits **Our** liability for all **Your** personal belongings to £100 whether the belongings are left in **Your** bedroom or are deposited in **Our** safe or within the mini-safe located in **Your** bedroom.

42. Nothing in these Terms and Conditions affects your rights in respect of (or your ability to claim for damages for) personal injury or death.