#### Mimi's Hotel Soho

## **Terms and Conditions**

### 1 Your booking

# 1.1 Terms apply

The following terms and conditions apply to all reservations. Please read them before you make a reservation as you will be asked to confirm your acceptance of them when you make a reservation.

Your contract for the reservation will be with Cabin Club Hotels UK Ltd. which operates Mimi's Hotel Soho. Our registered office as at First Floor, No.3, Carlisle Street, London, England, W1D 3BH and our registered number is 7669259.

### 1.2 Guarantee Policy

When you make a reservation, whether by phone, via our website, in person or upon check-in, we require you to guarantee it with a valid debit or credit card.

#### 1.3 Deposit Policy

A deposit amount of the first night is required for a reservation with a flexible rate online. Rates that contain restrictions must be paid at the time of making the reservation on our website. Please refer to individual rate terms prior to confirming your reservation.

### 2 Payments

A valid credit card must be presented on check-in to the hotel.

Payments may be made by debit or credit card (as indicated for online bookings or as indicated as being accepted at the relevant hotel) or by cash at the relevant hotel.

You agree to pay interim accounts when presented even though you may not have departed from our hotel.

You agree that any charges for services to you, not billed at the time of your departure, may be added to your account for settlement as arranged or may be charged to the same credit card used to pay the account at the time of departure or to the credit card used to guarantee payment of your account.

### 3 Rates and Charges

You agree that you will pay to us the room rate for each day of your stay and any additional charges up until the time you advise us that you have departed.

All prices are quoted in Pounds Sterling (unless otherwise specified) per room per night and are inclusive of VAT.

Prices are subject to availability and can change without notification due to fluctuations in charges and currency.

Blackout/special event periods may apply.

The "from" rates displayed on the website are indicative rates only and are subject to availability and terms & conditions apply. Please select dates and check availability to get the most up to date pricing.

Each rate or hotel package available via our website is subject to individual terms & conditions.

## 4 Cancellation Policy

## 4.1 Cancellation by you

For any booking that requires payment on check-in to the hotel, you may cancel your reservation by 2:00 pm, 48 hours before arrival to avoid a cancellation fee.

Cancellations after this time or if you do not show the room rate will be charged to the debit or credit card used to guarantee payment of your account. The cancellation fee is equal to the accommodation fee payable for 1 night of stay. A no-show is when you do not check-in on the night of your booking reservation.

## 4.2 Cancellation by us

On rare occasions we may need to cancel your reservation. Where we do, we will give you a full refund but we shall have no other liability from cancellation. We will, however, use reasonable efforts to try and rebook you.

Your reservation is for a type of room in the hotel and does not guarantee you will be able to stay in a specific room or in the same room for the duration of your stay. We will use reasonable efforts to give you your preferred room but can't guarantee it.

If we 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.

#### 5 Check-in

### 5.1 Photographic Identification

When you check-in, you may be asked to provide photographic identification.

If you are unable to provide such identification, your reservation may be cancelled and you may be liable to pay us an amount equal to the full reservation amount plus any other costs incurred by us in connection with your reservation.

#### 5.2 Check In

Standard check-in time is 2.00 pm. We offer early check-in from 12.00pm for an additional £40.

You agree that we may apply a charge if your required check-in time requires us to keep the room empty on the previous day.

You must advise us of any change in the number of persons using the room and agree to pay any additional charges for additional persons not included in the number stated at the time of registration.

### 6 Check-out

Check-out time is 11.00 am on the date shown for your departure unless we agree to another time. We reserve the right to charge you £20 per hour for late if you check-out late.

You are and remain personally liable to pay the total amount due on departure unless prior settlement arrangements have been accepted by us. If the settlement arrangements have not been met within 30 days of departure you agree to pay the total amount due on the receipt of our invoice.

You must return the key and/or security card for the room at the time of your departure and agree to pay a charge for replacement of keys you lose or fail to return same.

#### 7 Minors

Persons under the age of 18 must be accompanied by a responsible adult.

#### 8 Facilities and Services

We take reasonable care to ensure that the description of our facilities and services is accurate, but these are continually being changed, upgraded, and on occasion taken out of service. If any feature or facility is essential to you when making a reservation, it is your responsibility to confirm with us prior to making your reservation that the feature or facility will be available during your stay.

To the extent permitted by law, we are not liable for omissions, errors or changes to the facilities and services at a property, whether temporary or permanent.

Accommodation facilities listed may not apply to all room types.

Use of our Wi-Fi is subject to our Wi-Fi terms.

Please note, there is no parking at the hotel.

### 9 Third Party Products and Services

We sometimes include third party products or services in special packages and we are not liable under any circumstances for any failure by third party providers to provide products or services, nor for any error, alteration or change of any kind made by those third party providers following acceptance of a booking by them.

All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties.

We do not warrant the accuracy of any information, statements or representations made by third parties and are not liable for any act or omission, default or negligence of any third party provider.

#### 10 Information

#### 10.1 Use of your information

We process information about you that you provide when making a Booking and/or upon check-in in accordance with our privacy policy and cookie policy. By providing this information you consent (on your behalf and on behalf of each member of your party) to such processing and you warrant that all information provided by you is accurate.

You agree we may use your email address to send you information.

#### 10.2 Web Site Information

We have taken reasonable efforts to ensure the accuracy of information on our website. We do not accept responsibility for errors or omissions and we reserve the right to amend, cancel or vary any of the arrangements featured on our website without notice. Please note we cannot guarantee that the room you stay in will be identical to the room on our website.

#### 11 Guest Behaviour & damage

#### 11.1 General behaviour

You and all members of your party on your reservation must conduct yourself appropriately at all times and comply with our procedures and/or requests with regard to conduct and respect for our property, our employees, our other guests and their health and safety. You are responsible for ensuring you and your party do not disrupt the smooth running of the hotel, the comfort and enjoyment of other guests 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 you are not in compliance with this term. Where this is the case we have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

## 11.2 No Smoking

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

### 11.3 Damage

We reserve the right and you 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 due to smoking in the room) or any items that are missing when you leave. Where we charge for damage, the minimum amount is £200 which includes an administration fee. We charge £20 for lost room keys.

## 12 Our Liability

We do not exclude liability for death or personal injury arising from our negligence or that of our employees and agents. Nor do we exclude our liability for fraudulent misrepresentation by us or our employees or agents.

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

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.

We shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for any indirect or consequential losses including: (a) loss of income, sales or revenue; (b) loss of profits or contracts; (c) loss of business; (d) business interruption; (e) loss of anticipated savings; (f) loss of data; (g) loss of reputation and/or goodwill; or (h) wasted management or office time.

Where we are liable to you (save as prohibited by applicable law) 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 unless the Hotel Proprietor's Act 1956 or other applicable law applies, in which case our liability will be limited to the maximum prescribed under that Act or other law.

### 13 Governing Law and Jurisdiction

This contract is governed by English law and the English courts have exclusive jurisdiction to determine any dispute arising out of or in connection with the contract or your reservation.