

## **Terms & Conditions**

These terms and conditions set out the basis on which you may use this website, and the basis on which you may reserve and we will provide restaurant related services to you. Please read these terms and conditions carefully before using the website or reserving space at our restaurant.

By using the website, you indicate that you accept and agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, please refrain from using the website. You will be asked to confirm your acceptance of these terms and conditions when you make a reservation for our restaurant.

### **PART A – Terms of Use**

#### **Information about us**

<https://apollohotel.tableres.com/hideaway-restaurant-basingstoke> (the "website") is a website operated by Apollo Hotel Basingstoke

#### **About this website**

The website is available to everyone, although access to certain features of the website is restricted to registered users.

Access to the website is permitted on a temporary basis. From time to time and without notice, we may withdraw or suspend access to the website or amend, withdraw or discontinue any of the materials and/or features available on it. The website and its content are provided on an "as is" and "as available" basis. We do not guarantee that the website, or any content or features on it, will always be available or be uninterrupted and we will not be liable if for any reason the website (or any part of it) is unavailable at any time or for any period.

We may update the website from time to time and may change the content at any time. Although we make reasonable efforts to update the information on the website, any of the content on the website may be out of date at any given time. We make no representations, warranties or guarantees, whether express or implied, that the content on the website is accurate, complete or up-to-date and we are under no obligation to update it.

We do not guarantee that the website, or any content on it, will be free from errors or omissions.

#### **Your account and password**

If you choose to setup an account, the password is part of our security procedures, you must keep it confidential. You must not disclose it to any third party.

We have the right to disable any password, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

### **Links from the website**

Where the website contains links to other sites and resources provided, these links are provided for your information only. Such links should not be interpreted as endorsement by us of those linked websites. We have no control over the contents of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of them.

You should check the terms of use applicable to any website that you link to from this website.

### **Viruses and other malware**

We do not guarantee that the website will be secure or free from bugs or viruses.

You must not (and must not attempt to) gain or allow unauthorised access to, interfere with the normal operation of, circumvent any security, home page, or other feature of or insert any link to or breach the security measures on any part of the website, including any system or equipment on which the website operates, or any database connected to the website by 'hacking', password mining or otherwise. You must not misuse the website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is or may be malicious or technologically harmful. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or on any website linked to it.

### **Intellectual property rights**

Apollo Hotel Basingstoke is the owner or licensee of all intellectual property rights in the website. All text, information, graphics, interfaces, photographs, video and other material available on the website are protected by copyright, trade mark and other proprietary and intellectual property laws.

All such rights are reserved. You acknowledge that all applicable intellectual property laws and/or rights will be observed and upheld by you.

Nothing in these terms of use grants or is intended to grant any right, title or interest in the website or any intellectual property rights contained therein. You may not use any of our intellectual property rights without our express written consent.

### **Your information**

We process information about you in accordance with our privacy policy and cookie policy. By using the website, you consent to such processing and you warrant that all data provided by you is accurate.

### **Contact us**

If you require further information or have any questions or complaints regarding any reservation, then please email: [sales@apollohotels.com](mailto:sales@apollohotels.com) , telephone us on 01256 796798 or write to us at: Sales Office, Apollo Hotel, Aldermaston Roundabout, Basingstoke RG24 9NU.

### **Our liability**

All content on the website is provided without any guarantees, conditions or warranties (express or implied). Specifically, we do not make any warranty that the website or any materials available on it will be:

Complete, accurate or error-free;

Available or uninterrupted;

Suitable for any particular purpose or capable of performing any function or providing any particular result; or

Free of viruses, contamination or destructive features.

To the maximum extent permitted by law, we expressly exclude:

All conditions, warranties and other terms (express or implied) which might otherwise be implied by statute, common law or the law of equity; and

Liability for any direct, indirect and/or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, incurred by any person in connection with the website or in connection with the use, inability to use, or results of the use of the website, any websites linked to it and any materials posted on it, including, without limitation, liability for:

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; and  
wasted management or office time.

These terms of use do not affect our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or limited under applicable law.

If, notwithstanding the other provisions of these terms of use, we are found to be liable to you for any damage or loss (including through negligence) which arises in any way out of, or is in any way connected with, your use of the website, any content or service, our liability (save as prohibited by applicable law) shall in no event exceed the greater of £50 (fifty pounds).

### **Changes to these terms of use**

We may revise these terms of use at any time by amending this page. We may also post notice of any changes on the website home page. You should check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the website.

The terms of use that apply to your use of the website will be those terms of use in force at the date of your website use.

High value or multiple repeat reservations bookings may be subject to additional contractual and or financial requirements.

### **General**

If any part of these terms of use is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts.

Any failure by us to enforce our rights or remedies under these terms of use or otherwise shall not be construed as a waiver by us of those or any other rights or remedies.

All rights not expressly granted in these terms of use are reserved.

These terms of use, their subject matter and formation (and any non-contractual disputes or claims) are governed by and construed in accordance with English law. We both agree that the courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to, your use of the website.

### **Reservation Procedure**

In order to place a reservation, please select from the relevant options on the Website or offered by our hotel staff, and provide any further information where requested. All information must be provided in the English language. When booking via the Website you will be given an opportunity to identify and correct any input errors before placing an order.

When making a reservation, you must check that the details of your reservation are complete and accurate, before you confirm. We will not be liable for any delay or non-performance if you provide us with incorrect or incomplete information.

We reserve the right at our sole discretion to refuse to accept a Reservation. In such circumstances we will advise you by email as soon as reasonably possible.

### **Pricing**

The price of all Restaurant Menus will be as quoted on this Website or as otherwise communicated to you at the time of booking, except in cases of obvious error. Whilst we try to ensure that pricing and other information we provide is correct at all times, errors may occasionally occur. If we discover an error in the price or nature of the services you have ordered, we will inform you as soon as possible, and give you the option of reconfirming your Booking at the correct price/specification or cancelling it

All prices are exclusive of VAT (unless stated otherwise). If the rate of VAT changes between the date of confirming your Booking and the date of your meeting, we will adjust the rate of VAT that you pay, unless you have already paid for the Booking in full before the change in the rate of VAT takes effect.

We reserve the right to review its prices from time to time.

### **Payment**

Apollo Hotel Basingstoke accepts payment by credit/debit card (VISA, MasterCard, American Express). The expiry date of your debit/credit card must be later than the end of your Booking.

Payments will be taken at the restaurant on the reservation date. We reserve the right to cancel any Booking in the event that the payment is not made by the applicable Booking Payment Date.

Payments made by credit/debit card will be made to us.

### **Cancellation & Amendments**

Please note that we commence providing services to you when we confirm your Booking, so amendments or cancellations to your Booking are not permitted other than as set out below.

You can cancel a reservation at any time and we will not charge you for the reservation.

You can make a reduction to the reservation and will not be charged.

We may cancel a reservation at any time with immediate effect by giving you notice if:

The restaurant is unavailable for any reason; or

we are subject to an event outside of our control that requires cancellation.

If we have to cancel a reservation due to an event outside of our control we will promptly contact you to let you know.

### **Your Responsibilities**

You acknowledge and agree that:

You will be fully liable for any damage (other than fair wear and tear) to property (or that of our affiliates) which is caused by you or your Guests.

You and your Guests must not use the Restaurant in any way which results in annoyance or disturbance to us or any third parties.

You and your Guests may not bring any food, drink or equipment into the Restaurant, unless otherwise agreed by us in advance. Notwithstanding the foregoing, Guests may bring personal laptops, smartphones and tablet computers into the Restaurant.

We shall be entitled to eject any Guest without notice if any behaviour or content is in our opinion likely to lead to damage or nuisance or a breach of any law.

You must not advertise, market or otherwise offer any restaurant reservation either on its own or as part of a combined offer. We will refuse to honour any reservations made in this way and do not accept any liability for doing so.

We do not accept responsibility for any personal effects or other belongings which your guests bring onto or leave on our premises, unless due to our negligence.

If you breach the terms of any Contract, Apollo Hotel Basingstoke reserves the right to:

Cancel your Reservation with immediate effect and (if appropriate) eject you from the Restaurant;  
and/or

refuse future reservations from you and/or refuse you entry or accommodation at our hotel.

### **Liability**

We shall not be liable for any claim, loss or damage sustained by you as a result of us failing to provide any related Ancillary Services by reason of any events beyond our reasonable control.

To the maximum extent permitted by law, we expressly exclude:

All conditions, warranties and other terms (express or implied) which might otherwise be implied by statute, common law or the law of equity; and

Liability for any direct, indirect and/or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, incurred by any person in connection with any Contract or the use of our Restaurant facilities, including, without limitation, liability for:

To the maximum extent permitted under law, our maximum liability to you in respect of any Booking shall be the amount paid in respect of such Booking.

These terms of use do not affect our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or limited under applicable law.

### **Contact Us**

If you require further information or have any questions or complaints regarding any booking, then please email: [sales@apollohotels.com](mailto:sales@apollohotels.com) , telephone us on 01256 796798 or write to us at: Sales Office, Apollo Hotel, Aldermaston Roundabout, Basingstoke RG24 9NU.

### **General**

All reservations are non-transferable and must not, under any circumstances, be sold or otherwise transferred to a third party.

The Contract does not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to it and no party who is not a party to the Contract may enforce any of its terms.

The Contract contains the entire understanding between you and us and supersedes all previous agreements. Each of us confirms that it has not been induced to enter into the Contract in reliance on any representation or warranty except those contained or referred to in the Contract providing that nothing in the Contract shall be deemed to exclude either party's liability for fraudulent misrepresentation.

Nothing in these terms of sale or any Contract is intended to limit your statutory rights. In the event of a conflict between these terms of sale or any Contract and your statutory rights, your statutory rights will take priority.

If any part of these terms of sale or any Contract is deemed invalid, illegal or for any reason unenforceable then that part will be deemed deleted and will not affect the validity and enforceability of the remaining parts. Any failure by us to enforce our rights or remedies under these terms of sale, under any Contract or otherwise shall not be construed as a waiver by us of those or any other rights or remedies.

These terms of sale and any Contract, their subject matter and formation (and any non-contractual disputes or claims) are governed by and construed in accordance with English law. We both agree that the courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to, any Contract and/or your use of any Apollo Hotel Basingstoke facilities.

These terms and conditions were last updated on 5<sup>th</sup> August 2019.