



## Terms & Conditions

### 1. Applicable Regulations

1.1 These conditions govern all bookings made between (1) KRO Hotels Manchester M1 Ltd t/a Velvet Hotel & Bar and Marco Pierre White Mr. White's English Chophouse, Manchester ("Velvet Hotel", ("Velvet Bar" "Velvet", "Marcos", "Mr. White's", "Mr. White's English Chophouse", "Us", "We") registered in England under number 10811127 whose registered office is at 2 Canal Street, Manchester, M1 3HE and (2) You ("You", "the Booker" and all members of your party collectively called "the Guests").

1.2 You hereby accept these conditions yourself and on behalf of all members of your party whether you are booking as a guest or on behalf of others. In addition, by visiting or using our website you agree to comply with the site terms.

1.3 The Booker shall mean such person or company who has arranged the booking of the accommodation(s), event or dining and who is responsible for the settlement of the invoice in respect of a guest stay, event/meeting or dining booked.

1.4 Reference to "Velvet Hotel", ("Velvet Bar" "Velvet", "Marcos", "Mr. White's", "Mr. White's English Chophouse", "Us", "We" shall include any associated company or company under the same common ownership as KRO Hotels Manchester M1 Ltd and which operates or owns serviced apartment accommodation.

### 2. Your Booking

2.1 Any booking, howsoever made, will only come into existence when your confirmation has been dispatched by us.

2.2 Restrictions may apply in certain locations including, but not limited to, minimum night stay and age restrictions; you will be advised of these at the time of booking where applicable.

2.3 We reserve the right to refuse any booking at any time.

2.4 All guest names, e-mail addresses and contact telephone numbers are required at the time of booking including whether they are adults or minors.

2.5 As soon as your confirmation and invoice are received, please check the details carefully. If anything is not correct you should tell us immediately. However, we regret we cannot accept any liability if we are not notified of any inaccuracy in the documentation. If there is an error in the confirmation or invoice, we reserve the right to correct it as soon as we become aware of it and will do so within 7 days of issue of the confirmation or invoice or, if your arrival date is within 7 days of booking, no later than 24 hours before your arrival date.

### 3. Special Requests

3.1 We will endeavour to do everything we can to help guests with special requirements. Please ensure we are made aware in writing, of any special requirements at time of booking so we can help you select the most suitable room for your needs. Although we will endeavour to meet any reasonable requests, no guarantees can be given that any request will be met. Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

### 4. Group Bookings

4.1 We consider a group to be three rooms or more, or six or more diners being booked for the same property, for similar dates. Special conditions may apply and these will be advised at the time of booking or as soon as we become aware of a group booking. Cancellation charges may differ to those in Clause 10 and will be advised at the time of booking.

### 5. Payment

5.1 Unless otherwise stated at the time of booking, full payment for your reservation is due on arrival or completion of your event/meal. We reserve the right to preauthorise credit/debit cards prior to arrival to ensure they are valid.

5.2 If payment does not reach us at the required time we reserve the right to suspend or cancel any booking made. Any late payments will result in interest being charged at 4% above Bank of England base rate for the period concerned.

5.3 Payment should be made in Pounds Sterling by:

5.3.1 Credit or Debit card. There is no transaction fee on credit/debit cards. Card details must match the security checks. We may pass your debit/credit card details to a third party to process any payments. Credit card fees are not refundable in any circumstances.

5.3.2 Bank Transfer: (bank details are available on request).

5.3 If payment is to be made by Credit or Debit card and such payment is refused or declined by the card issuer, we reserve the right to cancel any booking made without further recourse to you.

### 6. Security Deposit

6.1 Upon check in you are required to present a debit/credit card for preauthorisation of the full amount of your stay (if not already prepaid) plus £50 for any/all incidentals incurred during your stay. Cash payments/deposits are accepted in lieu of a preauthorisation, in these instances the full amount of your stay (if not already prepaid) plus a £200 cash deposit for any/all incidentals incurred during your stay. Valid photo ID is required without exception for all cash bookings.

You can then charge items to your room such as mini bar and restaurant food/drinks. Upon check out you will settle a single bill for the cost of your stay plus any extras you may have had. Your preauthorisation will then be released by your card issuer on your day of departure (Usually within 48h although this can take up to 10 working days and is down to your own card issuers internal policies).

For all advance purchase/promotional rates or bookings where payment is taken without the customer being present at the time of sale, the original payment card must be used for the above preauthorisation. Failure to

provide the payment card on arrival will result in a refund to the original payment card the full amount of the booking being due on arrival.

When entering the room if you notice anything wrong contact reception, if you don't you may be held accountable for it.

#### **7. Payment of Additional Charges**

7.1 In addition to the payment of any Security Deposit pursuant to Clause 6.1, valid credit/debit card details must be supplied at the time of booking and/or upon arrival at the apartments to cover any further "additional charges", as defined in Clause 20 that may be incurred. Payment for such "additional charges" will in the first instance be deducted from any Security Deposit held, if applicable, and thereafter from such debit/credit card as has been supplied pursuant to this Clause. Such payment will be taken without notice to you.

7.2 If no "additional charges", are levied or if there is credit balance on the security deposit such amount will be refunded. A written statement of the "additional charges" will be sent to you.

7.3 In the event that payment under a debit/credit card is declined, or no card details are provided, we reserve the right to invoice the booker or guest direct for these charges.

#### **8. Pricing**

8.1 The rates we advertise are to the best of our knowledge correct at the date of publication but we reserve the right to change any rates from time to time. Prior to the booking being confirmed rates quoted are based on the rates prevailing at the time but are subject to change. Once a booking has been confirmed we will not change the rate quoted unless you amend the booking or our cost of supplying the accommodation changes as a result of tax changes or currency fluctuations beyond our control. VAT is charged at the rate in force at the time of booking.

#### **9. Changes and/or Extensions**

9.1 All requests for changes, extensions and cancellations must be made in writing directly to us, providing that a reservation has been made via [www.velvetmanchester.com](http://www.velvetmanchester.com) or direct with Velvet. If a reservation has been made with a third party or online travel provider then all requests for changes, amendments or cancellation must go through them.

9.2 If you wish to change any detail of your confirmed booking we will do our best to make the change subject to an administration fee of £30 plus VAT per booking which will be payable to us once any change has been made together with any other resulting costs which may result in an increase or decrease in rate depending on the date, length of stay or type of apartment.. Changes to the arrival date to later than the original date confirmed will be treated as a cancellation under Clauses 10 below.

9.3 All changes of date are subject to availability. Should any change be rejected, the original booking will be re-instated.

9.4 Name changes or child age changes will not incur any charges or administration fee.

9.5 If you wish to extend a stay please give us as much notice as possible in order to facilitate your request. All extensions are subject to availability and rate change. Where notice to extend a stay has been given, we reserve the right to take all additional payments and charges from any credit/debit card used to make the original booking, or an invoice for the extended period will be sent to your billing address and payment must be made by return.

#### **10. Cancellations**

10.1 Once a booking has been confirmed by the venue, should you wish to cancel your booking, any request for cancellation must be confirmed in writing. Refunds will not be made for non-arrivals. Non-arrivals will be treated as a cancellation and will be subject to a cancellation charge pursuant to Clause 10.3.

10.2 Unless you have purchased an Advance Purchase, Promotional rate plan where payment is taken at the time of booking or if you have otherwise agreed in writing, you may cancel this agreement at any time without penalty by giving notice of at least 24 hours before the booked arrival day.

10.3 Cancellations made within the 24 hour period before the booked arrival date, will incur a charge of one nights rental per apartment reserved on our best available rate plan.

10.4 If you wish to cancel or change an extended booking made pursuant to Clause 9.5, the cancellation policy of the rate plan agreed to will apply.

10.5 Velvet reserves the right to treat an early departure or reduction in the number of nights or apartments booked which results in a reduction in the overall charges payable as a cancellation.

10.6 If you have booked an Advance Purchase or Promotional Rate Plan where payment is taken at the time of booking, your booking shall be non-refundable and may not be modified irrespective of how far in advance you wish to cancel or modify your booking. Advance Purchase or Promotional Rate Plans are only available to be purchased online and at least seven days prior to arrival. Your credit/debit card will be charged immediately for your entire stay.

10.7 If a reservation has been made with a third party or online travel provider then all requests for changes, amendments or cancellation must go through them. Your reservation will be bound by the individual third party or online travel providers own cancellation policy.

#### **11. Changes by Us**

11.1 We do not expect to have to make any changes to your booking however occasionally bookings have to be changed or cancelled or errors in information or other details corrected and we reserve the right to do so. If this does happen, we will contact you by telephone or email where reasonably possible. If a change has to be made or your booking has to be cancelled we will, if possible, offer you an alternative apartment of similar type and standard in a similar location for the same period. If the alternative apartment is advertised at a lower price, you will receive a refund of the price difference. However if the alternative apartment is at a higher price the new price will be payable. If you do not wish to accept a change or any alternative apartment offered or we cannot offer you a suitable alternative apartment, you may be entitled to cancel your booking and receive a refund unless this is the

result of an event beyond our control, as defined in Clause 14.5. You should tell us as soon as possible whether you wish to accept any change or alternative apartment offered or alternatively if you want a refund.

11.2 Even after full payment has been received, we reserve the right to cancel a reservation without notice if we become aware of or are notified of any fraud or illegal activity associated with the payment for your reservation.

## **12. Insurance**

12.1 We are not responsible for the theft and/or damage of your personal belongings during your stay in any apartment booked. Therefore, you are advised to ensure you have appropriate insurances in place. In addition, you are advised to ensure you have appropriate travel insurance to cover cancellation and medical expenses.

## **13. Website**

13.1 Reasonable care has been taken to ensure that the content of our website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on our website (and/or other means of promotion or advertising) is published in good faith. We do not warrant that any of the content on our website (and/or other means of promotion or advertising) accurately or completely describes any of the apartments. Our website may link to other websites and we are not responsible for the data policies, content or security of these linked websites. Our website (and/or other means of promotion or advertising) will only have a general representation of the accommodation shown. Actual apartment size, design, fixtures, furnishings and facilities may vary.

## **14. Liability**

14.1 Velvet will not be held responsible for the theft and/or damage of/to your personal belongings during your stay in any apartments booked. All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from any contract with Velvet and these conditions shall apply in their place. However, nothing in these terms and conditions shall affect your statutory rights if you are a consumer. Nothing in these terms and conditions limits or excludes the liability of Velvet for death or personal injury resulting from negligence; or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by Velvet

, or any liability that cannot by law be excluded.

14.2 Subject to Clause 14.1, Velvet shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

14.3 If you are booking for, as or on behalf of a business or business employee, that business shall indemnify Velvet against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Velvet arising out of or in connection with your, or your business', breach or negligent performance or non-performance of these terms and conditions. If you are booking for, as, or on behalf of a business or business employee, Velvet's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of your booking shall be limited to the fees paid to Velvet under your booking.

14.4 Velvet shall not be liable for any failure or delay in performance of its obligations which results directly or indirectly from any event, which is beyond its reasonable control affecting the building or the local area.

14.5 Events beyond Velvet's control shall include but are not limited to the following: act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any licence or consent), fire, flood, lightning, explosion, fog or bad weather, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations undertaken at the property, strikes, lockouts or boycotts, embargo, blockade.

14.6 Other than in relation to death or personal injury caused by Velvet's negligence, or any other liability that by law cannot be excluded or restricted, Velvet's liability to you in relation to these conditions is limited to the fees paid to Velvet under your booking.

## **15. Your Accommodation**

15.1 All rooms are occupied as hotel accommodation and are only to be used as temporary or holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of guests; you will not be entitled to a tenancy or an assured shorthold or assured tenancy. No relationship of landlord and tenant is created and no statutory security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation. No persons other than the guests have the right to use the apartment.

15.2 These conditions constitute an excluded agreement under S(3A)(7)(a) of the Protection from Eviction Act 1977 (as amended) and cannot be construed as an assured tenancy under the Housing Act 1988 (as amended). We cannot guarantee an exact apartment number prior to arrival.

15.3 The maximum guests in an apartment is determined by the number of beds in the apartment. If the maximum number is exceeded then we may refuse access to the accommodation and/or reserve the right to charge for additional apartments.

## **16. Arrivals/departures**

16.1 Apartments are available from 15.00 hrs on the day of arrival to 11.00 hrs on the day of departure. Early arrival or late departure may be available for an additional charge but cannot be guaranteed unless booked from the night before arrival or for the night after departure.

## **17. Access to Your Room**

17.1 Check-in and key collection is provided by Velvet's 24 hour reception. Rooms are available from the times detailed in clause 16.1 above.



## **18. Facilities and Services**

18.1 The following information applies to all our bedrooms. Further information is available on our website, from our reservations team or on arrival.

18.2 Cleaning: Your room will be lightly serviced daily which does not include a change of linen and towels, these will be changed on the fourth day after your arrival date and every four days thereafter, items such as additional toiletries and towels can be provided at the 24 hour reception.

18.2 Maintenance: Routine maintenance is carried out regularly by our maintenance team; however, occasionally we may need access to your room to carry out essential maintenance. We will normally give you 24 hours notice except in the event of an emergency when we require immediate access. Please notify our reception team as soon as possible in the event of any maintenance issues arising in respect of your room.

18.3 Telephone: Where telephones are provided in apartments these are for internal calls only to either the 24 hour reception, restaurant or room to room, external calls or data connections cannot be made through them.

18.4 Complimentary Wi-Fi: Access is subject to Velvet acceptable use policy which in the interest of fairness and to ensure the best service for all guests limits the data download to a maximum limit of 6GB per day. If this limit is exceeded Velvet reserves the right to impose a charge for excess use – see Clause 20 re Additional Charges. At peak times the bandwidth available for connection to the Internet may be under pressure due to the number of people connecting to the Internet, both internally and externally. Velvet recommends that activities requiring increased bandwidth such as Skype, Movie/TV streaming is limited at these times. Our reception team are available to assist guests connecting to the Internet but if in Velvet's opinion the fault is deemed to be with the guest's equipment no support can be provided. Guests must not interfere, move or disconnect any equipment relating to the provision of the Internet access and must not use the connection for any illegal or immoral purpose (including but not limited to file sharing) and Velvet reserves the right to pass on any record to the authorities should Velvet be made aware of any such use. Velvet reserves the right to disconnect a guest at any time without notice if, in Velvet's opinion they breach any of these terms and conditions (including exceeding the download limit) or fail to pay for the connection at the agreed rate.

18.5 Security: Guests will be provided with a set of keys/fobs/access card to access the property and the apartment. Additional sets can be provided on request. It is your responsibility to ensure you are in possession of these at all times and that they are returned at the end of your stay. Additional charges pursuant to Clause 20 will be made for replacements and if we are required to provide access due to lost or forgotten keys outside of working hours

18.6 Interruption to services: We will make every effort to ensure that guests enjoy a peaceful stay, however, we cannot guarantee or be held responsible for any failure or interruption of services to the apartment or the building, including electricity, air conditioning, water or any damage to telephone, broadband/internet and other communications, including disruption or noise caused as a result of repair works being carried out in another part of the property. Where we are made aware of such failure or interruption we will endeavour to rectify such services within a reasonable period of time at our apartments.

18.7 Management Services: Our Management team is available to ensure your stay is as comfortable and enjoyable as possible. One of our management team is available 24 hours a day and can be reached at the 24 hour reception.

## **19. Guest Responsibility**

19.1 Guests are required to keep the room, furniture, fittings and effects in the same condition as on arrival. Inventories and condition reports can be provided at the start and end of the stay, if required, at an additional cost. You are required to notify us of any damage, loss or broken items or matters requiring general maintenance. Any damage to the apartment will be charged in full. In the event that these are discovered after departure we will notify you or the booker within 7 days of departure with full details and where possible photographic evidence.

19.2 Cleanliness: We expect the apartments to be left in a reasonable state of cleanliness and order on departure. An additional charge will be made for extra cleaning or specialist cleaning to return the apartment to a fit state for occupation. Additional charges may include compensation for loss of revenue in addition to cleaning and repairs.

19.3 Smoking and Drugs Policy: All apartments and public areas are strictly non-smoking and guests will be fined £250 if they are caught to be smoking at any time. Anyone found to have tampered with any smoke alarms or extinguishers will be evicted immediately and their security deposit forfeited. Guests are not permitted to use the bedroom for any illegal or immoral purposes. The use of any drugs is strictly prohibited on site and if guests are found to be using any form of illegal drugs, they will be asked to leave and booking costs will not be refunded. We kindly ask any smokers to smoke outside and away from the entrance of the building.

19.4 Fire Alarm Policy: In the event of a false alarm being raised either due to raising the alarm without cause or misuse of the bedroom facilities, anyone doing this will be evicted immediately and their security deposit forfeited.

19.5 Guest Names: The lead guest must provide true names of all guests staying in the apartments and ID may be requested for all guests upon arrival. Guest names will be provided to security at night.

19.6 Pets are not allowed in any room or any other area of the venue.

19.7 Nuisance Behaviour: Guests are required to behave in a responsible manner, respect the venue and their fellow guests and keep noise to a minimum between the hours of 9pm and 7am. This includes causing any sort of nuisance or disruption to fellow guests or using threatening or abusive behaviour towards a member of staff on the phone, in writing or in person. Threatening behaviour and verbal abuse towards staff will not be tolerated under any circumstances. If a member of staff feels in any way threatened, they have the right to call security in the first instance and guests may be asked to leave. An additional charge will be made if the Management team is called out in response to a nuisance complaint.

19.8 In order to ensure our guests enjoy a stay free from disturbance, at Velvet, non-corporate bookings may not be accepted from any paying guests under the age of 25. Proof of identification and date of birth may be requested on arrival and if not presented on request, we reserve the right to cancel the booking.

19.9 Guests are responsible for their visitors, of which a maximum of two non-residents may be signed in/out at the 24 hour reception prior to 11pm. No non-residents will not be allowed access to the rooms after 11pm, regardless of visit access will not be granted to non-residents after 11pm. Velvet operates a strict no party policy. Any guests accessing the apartments and bringing in non-residents above the two allowed prior to 11pm or any number of non-residents after 11pm will be evicted from the property forfeiting any/all future nights accommodation and security deposits.

19.10 All your possessions should be removed from the room on the date of departure. We will use reasonable endeavours to retain any lost items for up to 3 months after your departure date. We are unable to retain any perishable items in our lost property stores, if perishable items are left they will be disposed of with our general waste as the apartment is cleaned on your departure.

19.11 Where facilities are available and at the owners risk storage of luggage may be provided at an additional charge.

## **20. Additional Charges**

20.1 As a guide additional charges include, but is not limited to the following:

20.1.1 Breakages, loss or damage to the apartment or any of its contents

20.1.2 Cleaning, specialist treatment charges where more than routine cleaning is required or smoking has occurred – £250.00

20.1.3 Inventory and condition reports – £50.00

20.1.4 If the emergency call out of a senior manager is required for assistance outside of working hours which are Mon – Fri 9am – 5pm for any purpose other than an emergency, a call out fee may be charged – £50

20.1.5 Meet & Greet during Velvet's closure over the festive period – £50

20.1.6 Lost keys, fobs or access cards. In addition a locksmith may be required to attend the property, – £50 – £250

20.1.7 Broadband charges including data download exceeding 6GB per day – £70.00 per week or £12.50 per 24 hours for increase data limit. .

20.1.8 Other services e.g. extra cleaning are available on request.

20.2 VAT and local taxes are payable on all additional charges and where the level of the additional charges is not specified in these conditions, we will charge you the actual cost together with any administration costs. Prices for additional charges may change at any time. For payment of additional charges see Clause 7.

## **21. Health and Safety**

21.1 We take the health and safety of all our guests seriously. On arrival you should familiarise yourself with the layout of the apartment and building and the health and safety procedures as detailed in your apartment.

## **22. Quality and Feedback**

22.1 We are committed to providing quality venues and conduct regular audits to ensure that high standards are maintained within the bedrooms and public areas. We also welcome feedback from our guests and may ask them to complete a guest satisfaction survey on departure. We value this feedback which provides us with useful information on how we can improve our services further.

## **23. Complaints**

23.1 In the unlikely event that you are dissatisfied with any aspect of your accommodation please notify the 24 hour reception as soon as possible in the first instance. If you do not give us the opportunity to resolve a problem during your stay, there is very little which can be done after the fact and this may affect the final outcome of any complaint received. We aim to deliver the best possible customer service, but in the unlikely event that you are dissatisfied with our service, please write to Guest Services c/o Velvet Hotel & Bar 2 Canal Street, Manchester, M1 3HE or e-mail: [info@velvetmanchester.com](mailto:info@velvetmanchester.com) or alternatively you can call us on +44 (0) 161 236 9003.

## **24. Privacy**

24.1 We may use your contact details to tell you about our products and services including special offers that we think may be of interest to you. If you do not want us to use your contact information please let us know by email to [info@velvetmanchester.com](mailto:info@velvetmanchester.com). All information collected or properly obtained during the booking process will be processed in accordance with our Privacy Policy which, is incorporated into these conditions. Telephone calls may be monitored and/or recorded as a security measure, to help us to train our staff and improve our service to you.

## **25. General**

25.1 We reserve the right to change these conditions from time to time. If guests are in breach of any of these conditions, we reserve the right to request that guests vacate their apartment immediately. These conditions shall be governed by and construed in accordance with the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these.